BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 11-16-2011 Division: County Administrator

Bulk Item: Yes X No Department: Social Services/In-Home Services

Staff Contact Person/Phone #: Sheryl Graham/X4510

AGENDA ITEM WORDING: Approval of Amendment 002 to the Community Living Program (CLP) Contract CLP-MCSS-II between the Alliance for Aging, Inc. (Area Agency on Aging for Miami-Dade and Monroe Counties) and the Monroe County Board of County Commissioners (Social Services/In-Home Services) for fiscal period 1/1/11 to 12/31/11.

ITEM BACKGROUND: Approval of Amendment 002 to CLP-MCSS-II will de-obligate $14,778.62 as a result of a projected surplus. Lack of spending was due to the asset criteria set by the state, that clients were unable to meet and therefore did not qualify.

PREVIOUS RELEVANT BOCC ACTION: Prior approval granted to Contract CLP-MCSS-II on December 15, 2010

CONTRACT/AGREEMENT CHANGES: A de-obligation of $14,778.62 in funds.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $-0- **INDIRECT COST:** -0- **BUDGETED:** Yes X No

COST TO COUNTY: **$-0- (10% Cash Match Required)** **SOURCE OF FUNDS: Ad-Valorem Taxes And $-0- (10% In-Kind Match)**

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

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DOCUMENTATION: Included X Not Required

DISPOSITION: **AGENDA ITEM #**

Revised 1/09

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Alliance For Aging, Inc.

Amendment 002
Effective Date: 1/1/2011
Expiration Date: 12/31/2011

Contract CLP # CLP-MCSS-II

Contract Purpose/Description: Approval of Amendment 002 to the Community Living Program (CLP) Contract CLP-MCSS-II will de-obligate $14,778.62 as a result of a projected surplus. Lack of spending was due to the asset criteria set by the state, that clients were unable to meet and therefore did not qualify.

Contract Manager: Sheryl Graham (Name) | 4510 (Ext.) | Community Services/Stop 1 (Department/Stop #)

For BOCC meeting on 11/16/11 | Agenda Deadline: 11/1/11

CONTRACT COSTS

Total Dollar Value of Contract: (extension) $-0-
Budgeted? Yes X No ☐
Grant: $ -0-
County Match: $-0- (10% Cash Match Required
$-0- 10% In-Kind Match Total 20% Match

Current Year Portion: $_____
Account Codes: _125__-_6153011__-_____-_____-
_____-_____-_____-_____-
_____-_____-_____-_____-
_____-_____-_____-_____-

ADDITIONAL COSTS

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

For: _____
(eg. Maintenance, utilities, janitorial, salaries, etc)

CONTRACT REVIEW

	Date In	Changes Needed		Reviewer	Date Out
Division Director	10/27/11	Yes ☐	No ☑		10/27/11
Risk Management	10-25-11	Yes ☐	No ☑		10-25-11
O.M.B./Purchasing	10-24-11	Yes ☐	No ☑		10-25-11
County Attorney	10/21/11	Yes ☐	No ☒		10/21/11

Comments: _____

OMB Form Revised 2/27/01 MCP #2

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

The purpose of this amendment is to deobligate $14,778.62 as a result of a projected surplus. The reduction is recurrent.

The Budget Summary by Title for the whole fiscal year (January 1-December 31, 2011) is as follows:

Title III B (CFDA/CSFA # 93.044): $0

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(s) to be Provided	Service Unit Rate	Maximum Units of Service*	Maximum Dollars*
HOMEMAKER	$22.04	TBD	TBD
PERSONAL CARE	$25.87	TBD	TBD
CASE MANAGEMENT	$38.03	TBD	TBD
Total Contract			**$0**

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and 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 Social Services.

SIGNED BY: _____

NAME: Heather Carruthers

TITLE: Mayor

DATE: 11-16-2011

ALLIANCE FOR AGING, INC.

SIGNED BY: _____

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

TITLE: President & CEO

DATE: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

Date 10/21/11

ALLIANCE FOR AGING, INC.
STANDARD CONTRACTOLDER AMERICANS ACT PROGRAM TITLE III-B
COMMUNITY LIVING PROGRAM

THIS CONTRACT is entered into between the Alliance for Aging, Inc., hereinafter referred to as the "AAA," and Monroe County Social Services hereinafter referred to as the "Contractor", and collectively referred to as the "Parties." The term contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in **ATTACHMENT III, Exhibit-2** as necessary.

WITNESSETH THAT:

WHEREAS, the AAA has established through the Area Plan on Aging that it is in need of certain services as described herein; and

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

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

1. Purpose of 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.

1.1 Definitions

DOEA means the Florida Department of Elder Affairs.
AAA means the Alliance for Aging, Inc.
PSA means the Planning and Service Area corresponding to Miami-Dade and Monroe Counties.

2. Incorporation of Documents within the Contract

The contract will incorporate the provider's application in response to the 2010 Community Living Program Invitation to Negotiate (ITN), attachments, proposal(s), state plan(s), grant agreements, relevant department 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.

3. Term of Contract

This contract shall begin on January 1, 2011 or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Miami, Florida, on December 31, 2011.

4. Contract Amount

The department agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed $15,000.00, 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.

5. Renewals

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

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 contractor 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 contractor shall report any violations of the above to the AAA.

6.1.3 The contractor, or agent acting for the contractor, 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 contractor 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 That if this contract contains $10,000.00 or more of federal funds, the contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.

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

6.1.6 That a contract award with an amount expected to equal or exceed $25,000.00 and certain other contract awards shall 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 contractor will comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The contractor shall complete and sign **ATTACHMENT V** prior to the execution of this contract.

6.2 The contractor shall not employ an unauthorized alien. The AAA shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324 a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation shall be cause for unilateral cancellation of this contract by the AAA.

6.3 If the contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the contractor must notify the AAA in writing within thirty (30) days of receiving the IRS notice of revocation.

7. Compliance with State Law

7.1 That 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 Requirements of s. 287.058, F.S. as amended.

7.2.1 The contractor will provide units of deliverables, including various client services, and in some instances may includ reports, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept i writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).

7.2.2 The contractor will 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 contractor will submit bills for any trave 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 contractor will 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 contractor in conjunction with this contract except for those records which are made confidential or exempt by law. The contractor's refusal to comply with this provision shall constitute an immediate breach of contract for which the AAA may unilaterally terminate the contract.

7.3 If clients are to be transported under this contract, the contractor shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, F. A. C.

7.4 Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.

7.5 The contractor will 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.

8. **Background Screening**

The contractor shall ensure that, prior to providing services, all persons having access to vulnerable elders and children, their living area, funds or personal property, or protected health information pertaining to such individuals, shall pass a Level II criminal background screening in accordance with the requirements of s. 430.0402 and ch. 435, F.S., as amended. These provisions shall apply to employees, subcontractors, consultants, direct service providers and volunteers. Consequently, any commitment for employment, purchase of services, or volunteer program participation shall be contingent upon the passing of a Level II background check. The background screening shall include employment history checks as provided in s. 435.03(1), F.S., and both local and national criminal record checks coordinated through law enforcement agencies.

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 or 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.

9. **Grievance Procedures**

The contractor shall develop and implement, and ensure that its subcontractors have established grievance procedures to process and resolve client dissatisfaction with or denial of service(s), and address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, should provide for notice of the grievance procedure and an opportunity for review of the subcontractor's determination(s).

10. **Audits, Inspections, Investigations, Public Records and Retention**

10.1 To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the AAA under this contract.

10.2 To 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 AAA.

10.3 Upon demand, at no additional cost to the AAA, the contractor will facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 10.2.

10.4 To assure that the records described in Paragraph 10 shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the AAA.

10.5 At all reasonable times for as long as records are maintained, persons duly authorized by the AAA, DOEA and Federal auditors, pursuant to 45 CFR 92.36(i)(10), shall be allowed full access to and the right to examine any of the contractor's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.

10.6 To provide a financial and compliance audit to the AAA as specified in this contract and in **ATTACHMENT III** and to ensure that all related party transactions are disclosed to the auditor.

10.7 To 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. Nondiscrimination-Civil Rights Compliance

11.1 The contractor will 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 contractor further assures that all contractors, subcontractors, subgrantees, 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.

11.2 The contractor will retain, on file, during the term of this agreement a timely, complete and accurate Civil Rights Compliance Checklist (**ATTACHMENT B**).

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

11.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the contractor understands that the AAA 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.

12. Provision of Services

The contractor will provide services in the manner described in **ATTACHMENT I**.

13. **Monitoring by the AAA**

The contractor will permit persons duly authorized by the AAA to inspect and copy any records, papers, documents, facilities, goods and services of the contractor which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the contractor to assure the AAA of the satisfactory performance of the terms and conditions of this contract. Following such review, the AAA will deliver to the contractor a written report of its findings and request for development, by the contractor, a corrective action plan where appropriate. The contractor hereby agrees to timely correct all deficiencies identified in the corrective action plan.

14. **Coordinated Monitoring with Other Agencies**

If the contractor 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 contractor shall comply and cooperate with all monitors, inspectors, and/or investigators.

15. **Indemnification**

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

15.1 Except to the extent permitted by s. 768.28, F.S., or other Florida law, Paragraph 15 is not applicable to contracts executed between the DOEA and state agencies or subdivisions defined in s. 768.28(2), F.S.

16. **Insurance and Bonding**

16.1 To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the contractor and the clients to be served under this contract. The limits of coverage under each policy maintained by the contractor do not limit the contractor's liability and obligations under this contract. The contractor shall ensure that the AAA 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 AAA reserves the right to require additional insurance as specified in this contract.

16.2 Throughout the term of this agreement, the contractor agrees to maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the contractor authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

17. **Confidentiality of Information**

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

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

Where applicable, the contractor will 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).

19. Incident Reporting

19.1 The contractor shall notify the AAA immediately, but no later than forty-eight (48) hours from, the contractor awareness or discovery of conditions that may materially affect the contractor or subcontractor's ability to perfor the services required to be performed under this contract. Such notice shall be made orally to the contract manager (b telephone) with an email to immediately follow.

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

20. New Contract(s) Reporting (N/A)

The contractor shall notify the AAA within ten (10) days of entering into a new contract with any of the remainin four (4) state human service agencies. The notification shall include the following information: (1) contracting stat agency; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract descriptio and commodity or service; and (6) contract manager name and number. In complying with this provision, an pursuant to s. 287.0575, F.S. as amended, the contractor shall complete and provide the information i **ATTACHMENT D**.

21. Bankruptcy Notification

If, at any time during the term of this contract, the contractor, its assignees, subcontractors or affiliates files a claim for bankruptcy, the contractor must immediately notify the AAA Within ten (10) days after notification, the contractor must also provide the following information to the AAA: (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.

22. Sponsorship and Publicity

22.1 As required by s. 286.25, F.S., if the contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (contractor's name), The Alliance for Aging, and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Alliance for Aging" and "State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

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

23. Assignments

23.1 The contractor shall not assign the rights and responsibilities under this Contract without the prior written approval of the AAA, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the AAA will constitute a material breach of the contract.

23.2 The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the

contractor. In the event the State of Florida approves transfer of the contractor's obligations, the contractor remains responsible for all work performed and all expenses incurred in connection with the contract.

23.3 This contract shall remain binding upon the successors in interest of either the contractor or the AAA.

24. Subcontracts

24.1 The contractor is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the AAA deems necessary. The contractor further agrees that the AAA shall not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the AAA against any such claims.

24.2 The contractor shall promptly pay any subcontractors upon receipt of payment from the department or other sponsoring agency. Failure to make payments to any subcontractor in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the contractor and subcontractor, will result in a penalty as provided by statute.

25. Independent Capacity of Contractor

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

26. Payment

Payments will be made to the contractor pursuant to s. 215.422, F.S., as services are rendered and invoiced by the contractor. The AAA's Contract Manager will have final approval of the invoice for payment, and will approve the invoice for payment only if the contractor has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the AAA's fiscal section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5665.

27. Return of Funds

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

28. Data Integrity and Safeguarding Information

The contractor shall insure an appropriate level of data security for the information the contractor is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The contractor, among other requirements, must anticipate and prepare for the loss of

information processing capabilities. All data and software must be routinely backed up to insure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The contractor shall insure all subcontractors maintain written procedures for computer system back up and recovery. The contractor shall complete and sign **ATTACHMENT IV** prior to the execution of this contract.

29. 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. (**ATTACHMENT E**)

30. Conflict of Interest

The contractor will establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the contractor or subcontractor shall participate in 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 contractor or subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The contractor's board members and management must disclose to the AAA any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The contractor's employees and subcontractors must make the same disclosures described above to the contractor's board of directors. Compliance with this provision will be monitored.

31. Public Entity Crime

Pursuant to s. 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the AAA. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in 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.

32. Purchasing

32.1 To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of s. 403.7065, F.S.

33. Patents, Copyrights, Royalties

If any discovery, invention or copyrightable material is developed or produced in the course of or as a result of work or services performed under this contract, the contractor shall refer the discovery, invention or material to the AAA to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract are hereby

reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to s. 287.0571 (5) (k) 1 and 2 as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in the contract.

33.1 If the primary purpose of this contract is the creation of intellectual property, the state shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 33.

34. Emergency Preparedness and Continuity of Operations

34.1 If the tasks to be performed pursuant to this contract, include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the contractor shall, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the contractor shall notify the AAA of emergency provisions.

34.2 In the event, a situation results in a cessation of services by a subcontractor, the contractor will retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

35. PUR 1000 Form

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

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

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

37. 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 contractor.

38. Financial Consequences of Non-Performance

If the contractor fails to meet the minimum level of service or performance identified in this agreement, or that is customary for the industry, then the AAA 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.

38.1 The contractor shall not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the AAA.

39. No Waiver of Sovereign Immunity

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

40. Venue

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

41. **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 AAA or the contractor unless expressly contained herein or by a written amendment to this contract signed by both parties.

42. **Force Majeure**
Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

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

44. **Condition Precedent to Contract: Appropriations**
The parties agree that the AAA's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature to DOEA.

45. **Addition/Deletion**
The parties agree that the AAA reserves the right to add or to delete any of the services required under this contract when deemed to be in the PSA's best interest and reduced to a written amendment signed by both parties. The parties shall negotiate compensation for any additional services added.

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

47. **Compliance**
The contractor agrees to abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations. The parties agree that failure of the contractor to abide by these laws shall be deemed an event of default of the contractor, and subject the contract to immediate, unilateral cancellation of the contract at the discretion of the AAA.

48. **Final Invoice**
The contractor shall submit the final invoice for payment to the AAA as specified in Paragraph 3.3.4. (date for final request for payment) of **ATTACHMENT I.** If the contractor fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the AAA 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 contractor and necessary adjustments thereto have been approved by the AAA.

49. **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 AAA's operating budget.

50. **Termination**

50.1 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 contractor responsible for administration of the contract.

50.2 In the event funds for payment pursuant to this contract become unavailable, the AAA may terminate this contract upon no less than twenty-four (24) hours notice in writing to the contractor. 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 contractor responsible for administration of the contract. The AAA shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed prior to the date of termination.

50.3 This contract may be terminated for cause upon no less than twenty-four (24) hours notice in writing to the contractor. If applicable, the AAA may employ the default provisions in Rule 60A-1.006(3), F.A.C. 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 AAA's or the contractor's rights to remedies at law or in equity.

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

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

a.	The contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Monroe County Board of County Commissioners/In-Home Services Program 1100 Simonton Street Rm 2-257 Key West, FL 33040
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Sheryl Graham, Director , Monroe County Social Services 1100 Simonton Street, Rm. 2-257 Key West, FL 33040 305-292-4510
c.	The name, address, and telephone number of the representative of the contractor responsible for administration of the program under this contract is:	Sheryl Graham, Director , Monroe County Social Services 1100 Simonton Street, Rm. 2-257 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:	Anthony Coombs, Associate Vice President 760 NW 107th Avenue, Suite 201 and 214 Miami, Florida 33172
e.	The name, address, and telephone number of the Contract Manager for the AAA for this contract is:	Maria Scotto 760 NW 107th Ave. #214 Miami, FL 33174
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.		

52. All Terms and Conditions Included

This contract and its Attachments, I – X, A, B, E, F, G and H, 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 63 page contract, to be executed by their undersigned officials as duly authorized.

Contractor:

SIGNED BY: _____

NAME: Heather Carruthers

TITLE: Mayor

DATE: 12-15-2010

ALLIANCE FOR AGING, INC.

SIGNED BY: _____

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

TITLE: PRESIDENT AND CEO

DATE: 12/17/2010

(SEAL)
ATTEST: DANNY L. KOLHAGE CLERK
BY: _____ DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 12/6/10

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ATTACHMENT I

ALLIANCE FOR AGING, INC.
STATEMENT OF WORK
OLDER AMERICANS ACT PROGRAM TITLE III

SECTION I: SERVICES TO BE PROVIDED

1.1 DEFINITIONS OF TERMS AND ACRONYMS

1.1.1 CONTRACT ACRONYMS

ADL – Activities of Daily Living
APS – Adult Protective Services
AIRS – Alliance of Information & Referral Systems
ADA – Americans with Disabilities Act
AAA – Area Agency on Aging
APCL – Assessed Priority Consumer List
CIRTS – Client Information and Registration Tracking System
FLAIRS – Florida Alliance of Information and Referral Services
I&R – Information and Referral
IADL – Instrumental Activities of Daily Living
MOA – Memorandum of Agreement
MOU – Memorandum of Understanding
OAA – Older Americans Act
PSAs – Planning and Service Areas
WebDB – Web-based Database System

1.1.2 PROGRAM SPECIFIC TERMS

ADI (Alzheimer's Disease Initiative) – Services targeted to individuals with Alzheimer's Disease or a similar memory disorder, including respite, assessment, caregiver training, and other community-based services. These services are funded through a specific state appropriation.

ADRC or ARC (Aging and Disability Resource Centers or Aging Resource Centers) – The not-for-profit entity which is the single entry point for the aging service system within each established region of the state.

APS (Adult Protective Services) High Risk – The designation of an elder who needs immediate protection from further abuse, neglect or exploitation, which can be accomplished completely or in part through the provision of home and 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.

Area Plan Update: A revision to the area plan wherein the area agency on aging enters OAA specific data in the web-based database system (WebDB). An update may also include other revisions to the area plan as instructed by the department.

Caregiver or Support System – For this project, the caregiver or support system is one or more persons whom the elder can depend on to provide care or to organize the provision of needed care.

Care Plan Review Team – For purposes of this project, a team of staff designated by the CLP staff, which reviews the client's situation and makes recommendations concerning continuation of services after the initial short term grant-funded crisis-resolving period. However in no case will services be continued on a long term basis under this program.

CCE (Community Care for the Elderly) – Services offered to functionally impaired older persons to enable them t live in the least restrictive environment, including adult day care, consumable medical supplies, home delivered meals, homemaker, personal care, respite, and other community-based services. These services are funded through a specific state appropriation.

CIRTS (Client Information and Registration Tracking System) – The database of the Department of Elder Affairs used by the aging network to manage client assessment data, register clients for services, plan client services and maintain program waiting lists. Lead agency provider assessors also use CIRTS to evaluate client eligibility for Medicaid services and to develop recommendations for client placement.

CDC (Consumer Directed Care) – A service option that gives elders, or their representatives, the opportunity to manage the elder's service delivery, including decisions about which services will be provided, by whom and how often. With the assistance of a consultant, an elder develops a budget plan that identifies needed goods and services and authorizes the elder to hire workers, who may be family members or friends, and select vendors to help with dail care needs. A fiscal/employer agent (F/EA) pays the workers and vendors according to the rates on the budget plan. The F/EA also pays the required federal and state taxes and files the necessary tax forms.

Community Living Program – "Community Living Program" is a grant to the state of Florida from the federal Administration on Aging. For persons meeting the project's functional and financial eligibility criteria, the grant provides crisis-resolving in-home services to address their immediate and temporary needs as they leave a hospital or rehabilitation center or after a short-term nursing home stay. Without these services, the person would be at high risk of either nursing home placement or continued stay in a nursing home. This program also manages consumer directed care services provided to veterans.

Cost Sharing – Payment by an individual for a portion of the monthly cost of the services he/she receives, based on the individual's income and assets, and determined by the total monthly cost of the planned services.

Crisis-Resolving Services – Time-limited community-based services provided to address a client's immediate short-term care needs. Possible services include, but are not limited to: case management, personal care, homemaker, transportation, meals. For the purposes of this program, a crisis is an episode that has a high probability of creating a nursing home long term placement or a re-hospitalization. Examples of such crisis include caregiving situations, i.e. a caregiver hospitalization that would cause the nursing home placement of the care recipient; it also includes hospital/rehab discharges that have a high likelihood of recidivism or further patient deterioration where a permanent nursing home placement is a likely sequel.

Financial Eligibility – To be financially eligible to receive services, other than assessment and referral, under this project, the individual must not be eligible for Medicaid under the Institutional Care Program (ICP) rules.

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

Lead Agency—A Community Care for the Elderly (CCE) designated agency. Lead agencies provide services under the CCE and ADI programs. In addition lead agencies handle APS cases in accordance with a DOEA established protocol.

Lead Service Provider—A provider of Older American Act Services that also provides case management under this project. The Case manager from the service provider will follow-up with those project participants referred by the CLP staff to facilitate the provision of services during the grant period and to help plan for the person's needs after the grant period.

OAA IIIB, IIID, IIIE (Older Americans Act Titles) – Title IIIB provides supportive services to assist elders to live independently in their community. Title IIID provides disease-prevention and health-promotion services at senior centers or alternative sites. Title IIIE provides services through the National Family Caregiver Support Program to assist families caring for frail older members, and to assist grandparents or older relatives who are caregivers for

children who are under 19 or are disabled.

Private Pay – Payment of the complete cost of services by an individual with sufficient income and assets to be over the financial standards for receipt of state or grant funded services.

Referring Entity – An entity providing referrals to the single entry point. These include case management agencies, hospitals, rehabilitation centers, home health agencies, physician assisted home based programs, and nursing homes. Individuals referred should appear to meet the eligibility criteria for this project.

Self-declared – For purposes of initial financial eligibility for the project, the individual's declaration of income and assets will not require verification.

SEP (Single Entry Point) – The CLP staff for the area where the individual is receiving services is the single entry point into the aging service system.

Spend down to Medicaid – The use of personal resources to pay for services prior to the individual's resources being reduced to the level of Medicaid eligibility.

Triage – The activity performed by CLP staff to prioritize an individual for service based on the criteria established for publicly funded programs because he/she does not meet the eligibility criteria for this project.

Veterans Administration Consumer Directed Care—A capitated consumer directed care program sponsored by the Veterans Administration and operated through the Community Living Program. Also, see Consumer Directed Care definition above.

1.2 Alliance for Aging Mission

The Alliance For Aging Inc. mission id to promote and advocate for the optimal quality of life for older adults and their families.

1.2.1 DOEA Mission Statement

The department's mission is to foster an optimal quality of life for elder Floridians. The department's vision and shared values are to foster a social, economic and intellectual environment for all ages, and especially those age 60 and older, where all can enjoy Florida's unparalleled amenities in order to thrive and prosper. Area agencies, lead agencies and local service providers as partners and stakeholders in Florida's aging services network are expected to support the department's mission, vision, and program priorities.

1.2.2 Older Americans Act Program Mission Statement

The Older Americans Act (OAA) Program is a federal program initiative that provides assistance to older persons and caregivers and is the only federal supportive services program directed solely toward improving the lives of older people. The program provides a framework for a partnership among the different levels of government and the public and private sectors with a common objective, improving the quality of life for all older individuals by helping them to remain independent and productive.

1.3 GENERAL DESCRIPTION

1.3.1 General Statement

The goals of Community Living Program Phase II, for PSA 11 are to reduce overall Medicaid long term care expenditures, develop co-pay and financially sustainable systems—within the context of the Older Americans Act network of AAA and providers, and to increase consumer choice and self-direction.

1.3.2 Authority

The relevant references authority governing the OAA program are:

(1) Older Americans Act of 2006, as amended;

(2) Rule 58A-1, Florida Administrative Code; and

(3) Section 430.101, Florida Statutes.

1.3.2.1 Incorporation of Reference Memoranda

In accordance with Ch. 287 F.S., as amended and Department of Financial Services', Chief Financial Officer Memoranda, the following memoranda are provided for informational purposes and incorporated by reference:

(1) CFO Memo No. 02: Release date, August 20, 2010;

(2) CFO Memo No. 03: Release date, June 29, 2010; and

(3) CFO Memo No. 06: Release date, June 30, 2010.

1.3.3 Scope of Service

The contractor is responsible for providing services in accordance with the CLP Program Protocols contained in **ATTACHMENT G** and its response to the 2010 CLP program ITN contained in **ATTACHMENT H**. The services shall be provided in a manner consistent with and described in the current contractor's area plan update and the current Department of Elder Affairs Programs and Services Handbook (**ATTACHMENT A**).

1.3.4 Major Program Goals

The goals of Community Living Program Phase II, for PSA 11 are to reduce overall Medicaid long term care expenditures, develop co-pay and financially sustainable systems—within the context of the Older Americans Act network of AAA and providers, and to increase consumer choice and self-direction.

To achieve these goals PSA 11 will focus its efforts in providing consumers with the means to resolve events that have been identified as "critical pathways" to institutional long term care. Some of these "critical pathways" include sudden caregiver burnout, depression, malnutrition/dehydration and lack of proper follow up with home and community based services following hospital/rehab discharges. PSA 11 will also manage a Veterans Administration Consumer Directed Care.

1.4 INDIVIDUALS TO BE SERVED

1.4.1 Eligibility

Client Identification

1. Individual is at least 60 years old.
2. Individual is a resident of Miami-Dade or Monroe Counties.
3. Financially uneligible for Medicaid and functionally impaired.
4. Has Medicare or private health insurance.
5. Individual is not receiving hospice services.

Individual or caregiver is in need of crisis resolving services and/or short term care, to avoid readmission to a hospital/rehab facility or a nursing home placement which could lead to spend down to Medicaid. Services are not geared to resolve a long term care need, but to address a critical short term need that if left unresolved would precipitate a nursing home placement or re-hospitalization

1.4.1.1 OAA Title III, General

Consumers shall not be dually enrolled in an OAA program and a Medicaid capitated long-term care program.

1.4.2 Targeted Groups

Preference shall be given to those with the greatest economic and social need, with particular attention to low-

income older individuals, including those that are low-income minorities, have limited English proficiency, and older individuals residing in rural areas.

SECTION II – MANNER OF SERVICE PROVISION

2.1 SERVICE TASKS

In order to achieve the goals of the OAA program, the contractor shall ensure that the protocols contained in ATTACHMENT G and the response to the 2010 CLP program ITN contained in **ATTACHMENT H**

2.1.3.1 Supportive Services

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

(1) Adult Day Care/Adult Day Health Care;
(2) Caregiver Training/Support;
(3) Case Aid/Case Management;
(4) Chore Services;
(5) Companionship;
(6) Counseling (Gerontological and Mental Health);
(7) Education/Training;
(8) Emergency Alert Response;
(9) Escort;
(10) Health Support;
(11) Home Health Aid;
(12) Homemaker;
(13) Housing Improvement;
(14) Information;
(15) Intake;
(16) Interpreter/Translating;
(17) Legal Assistance;
(18) Material Aid;
(10) Occupational Therapy;
(20) Outreach;
(21) Personal Care;
(22) Physical Therapy;
(23) Recreation;
(24) Referral/Assistance;
(25) Respite Services;
(26) Screening/Assessment;
(27) Shopping Assistance;
(28) Skilled Nursing;
(29) Specialized Medical Equipment, Services, and Supplies
(30) Speech Therapy;
(31) Telephone Reassurance; and
(32) Transportation

2.1.4 Use of Volunteers to Expand the Provision of Available Services

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

2.1.5 Monitoring the Performance of Subcontractors

The contractor shall conduct at least one monitoring per year of each subcontractor. The contractor shall perform fiscal, administrative and programmatic monitoring of each subcontractors to ensure contractual compliance, fiscal

accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.

2.1.5.1 Use of Subcontractors

If this contract involves the use of a subcontractor or third party, then the contractor shall not delay the implementation of its agreement with the subcontractor. If any circumstances occur that may result in a delay for a period of 60 days or more of the initiation of the subcontract or in the performance of the subcontractor, the contractor shall notify the AAA's Contract Manager and the AAA's Chief Financial Officer in writing of such delay.

The contractor shall not permit a subcontractor to perform services related to this agreement without having a binding subcontractor agreement executed. In accordance with Paragraph 24.1 of the Standard Agreement, the AAA will not be responsible or liable for any obligations or claims resulting from such action.

2.2 SERVICE LOCATION AND EQUIPMENT

2.2.1 Service Times

The contractor shall ensure the provision of the services listed in the contract during normal business hours unless other times are more appropriate to meet the performance requirements of the contract, and it shall monitor its subcontractors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service community.

2.3 Equipment

2.3.1 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 nonconsumable 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].

2.3.2 Contractors and sub-contractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; and, (b) a procedure for conducting a physical inventory of equipment at least once every two years. The property records must be maintained on file and shall be provided to the AAA upon request.

2.3.3 The contractor's property management standards for equipment acquired with Federal funds and federally-owned equipment shall include accurately maintained equipment records with the following information:

(1) A description of the equipment;

(2) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number;

(3) Source of the equipment, including the award number;

(4) Whether title vests in the contractor or the Federal Government;

(5) Acquisition date (or date received, if the equipment was furnished by the Federal Government) and cost;

(6) Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to equipment furnished by the Federal Government);

(7) Location and condition of the equipment and the date the information was reported;

(8) Unit acquisition cost; and

(9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a contractor compensates the Federal awarding agency for its share.

2.3.4 Equipment purchased with federal funds with an acquisition cost over $5,000.00 and equipment purchased with state funds with an acquisition cost over $1,000.00 that is specifically identified in the area plan approved by DOEA is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the contractor, subject to the conditions of 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110), Subpart C, Paragraph 34. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract, or identified in the sub-agreements with sub-contractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.0017, F. A. C. or Title 45 CFR Part 74.

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

2.3.6 The AAA's Contract Manager will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the contractor is authorized to proceed as directed in 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110).

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

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

2.4 DELIVERABLES

2.4.1 Service Unit

The contractor shall provide the services described in the contract in accordance with **ATTACHMENTS A, G and H.**

2.5 REPORTS

The contractor is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the AAA.

2.5.1 Service Costs Reports

The contractors shall submit to the AAA semi-annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates.

2.6.1 Each contractor and subcontractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures shall be made available to the AAA upon request.

2.7 PERFORMANCE SPECIFICATIONS

2.7.1 Outcomes

(1) The contractor shall timely submit to the AAA all reports described in **ATTACHMENT I, Paragraph 2.5 REPORTS**;

(2) The contractor shall timely submit to the AAA all information described in **ATTACHMENT I, Paragraph 2.6 RECORDS AND DOCUMENTATION**;

(3) The contractor shall ensure services in this contract are in accordance with **ATTACHMENT A**.

2.7.3 Monitoring and Evaluation Methodology

The AAA will review and evaluate the performance of the contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the contractor through telephone, in writing, and/or an on-site visit. The AAA's determination of acceptable performance shall be conclusive. The contractor agrees to cooperate with the AAA in monitoring the progress of completion of the service tasks and deliverables.

2.7.4 Remedies-Nonconforming Services

The contractor shall ensure that all participants served under this agreement are eligible for the program, and that all monthly and/or quarterly performance reports and financial records are maintained for each reporting period and submitted as stipulated in **Paragraphs 1.4 - 1.4.2 and 2.1 - 2.1.6**.

Any nonconforming program services, performance reports or financial records not meeting the aforementioned requirements shall not be eligible for reimbursement under this program. The costs associated with enrolling, training, reporting and/or managing the program shall be borne solely by the contractor. The AAA requires immediate notice of any significant and/or systemic infractions that compromise the contractor's ability to provide participant services, to achieve programmatic performance or to provide sound financial management of the program.

2.8 CONTRACTOR'S FINANCIAL OBLIGATIONS

2.8.1 Matching, Level of Effort, and Earmarking Requirements

The contractor will fulfill a match requirement of at least 10 percent of the cost for all services funded through thi contract (i.e. 90 cents of grant funds must be matched with 10 cents from the contractor.) The subcontractor' match will be made in the form of cash and/or in-kind resources. Match must be reported by title each month. A the end of the contract period, all OAA funds must be properly matched. The provider must comply with the "valu added" provisions contained in Appendix

2.8.2 Consumer Contributions

(1) The contractor assures compliance with Section 315 of the Older Americans Act as amended in 2006, in regard to consumer contributions;

(2) Voluntary contributions are not to be used for cost sharing or matching;

(3) Accumulated voluntary contributions are to be used prior to requesting federal reimbursement; and

(4) Voluntary contributions are to be used only to expand services.

2.8.3 Use of Service Dollars

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

2.8.4 Title III Funds

The contractor assures compliance with Section 306 of the Older Americans Act, as amended in 2006, that funds received under Title III will not be used to pay any part of a cost (including an administrative cost) incurred by the contractor to maintain a contractual or commercial relationship that is not carried out to implement Title III.

2.9 AAA RESPONSIBILITIES

2.9.1 Program Guidance and Technical Assistance

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

2.9.2 Contract Monitoring

The AAA shall, at its own discretion, conduct monitoring concerning any aspect of the contractor's performance of this contract.

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, and fixed rate for services. The contractor shall ensure fixed rates for services include only those costs that are 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. The contractor shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the AAA on forms 106A (**ATTACHMENT IX**), 105AA (**ATTACHMENT X-EXHIBIT 1**), 105AS (**ATTACHMENT X-EXHIBIT 2**), and 105AE (**ATTACHMENT X-EXHIBIT 3**).

3.1.1 The contractor agrees to implement the distribution of funds as detailed in **ATTACHMENT VII, Budget Summary**. An amendment is required to change the total amount of the contract.

3.2 Advance Payments

3.2.1 The contractor may request up to two months of advances at the start of the contract period, if available, to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the AAA by the State of Florida ("budget release"). The contractor shall provide the AAA's Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed.

3.2.2 The contractor's requests for advance require the approval of the AAA's Contract Manager. If sufficient budget is available, the AAA will issue approved advance payments after January 1, 2011.

3.2.3 Requests for the first through the twelfth months shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests, if available is shown on **ATTACHMENT VIII** of this contract.

3.2.4 All advanced payments made to the contractor shall be recouped in accordance with the **Reporting Schedule, ATTACHMENT VIII** of this contract.

3.2.5 Interest earned on advances must be identified separately by source of funds, state or federal. Contractors shall maintain advances of federal funds in interest bearing accounts unless otherwise excepted in accordance with 45 CFR 74.22(k). Earned interest must be returned to the AAA at the end of each quarter.

3.3 Invoice Submittal and Requests for Payment
All requests for payment and expenditure reports submitted to support requests for payment shall be on DOEA forms 106A (**ATTACHMENT IX**) , 105AA (**ATTACHMENT X-EXHIBIT 1**), 105AS (**ATTACHMENT X-EXHIBIT 2**), and 105AE (**ATTACHMENT X-EXHIBIT 3**).

3.3.1 All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is **ATTACHMENT VIII** to this contract.

3.3.2 Any payment due by the AAA under the terms of this contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 26 of this contract.

3.3.3 Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in **ATTACHMENT VII, Budget Summary**. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

3.3.4 Date for Final Request for Payment
The final request for payment will be due to the AAA no later than February 14, 2012.

3.4 Documentation for Payment
The contractor shall maintain documentation to support payment requests that shall be available to the AAA or authorized individuals, such as Department of Financial Services, upon request.

3.4.1 The contractor must enter all required data per the department's CIRTS Policy Guidelines for clients and services in

the CIRTS database. Data must be entered into CIRTS before the contractors submit their request for payment and expenditure reports.

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

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-contractors 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 $10,000.00 and not more than $100,000.00 for each such failure.

_____

Signature Date

_____

Name of Authorized Individual Application or Agreement Number

_____

Name and Address of Organization

DOEA Form 103
(Revised Nov 2002)

ATTACHMENT III
EXHIBIT 1

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Elder Affairs or the Alliance for Aging to the provider may be subject to audits and/or monitoring by the Department of Elder Affairs or the Alliance for Aging, 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 Department of Elder Affairs or the Alliance for Aging. In the event the Department of Elder Affairs or the Alliance for Aging determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Department of Elder Affairs or the Alliance for Aging 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 $500,000 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 or the Alliance for Aging by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Elder Affairs or the Alliance for Aging. 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 $500,000 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 $500,000 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 Department of Elder Affairs or the Alliance for Aging 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 Department of Elder Affairs or the Alliance for Aging shall be fully disclosed in the audit report with reference to the Department of Elder Affairs or the Alliance for Aging 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 Department of Elder Affairs or the Alliance for Aging 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 $500,000 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 Department of Elder Affairs or the Alliance for Aging 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 Department of Elder Affairs or the Alliance for Aging, 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 $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 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 Department of Elder Affairs or the Alliance for Aging shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Elder Affairs or the Alliance for Aging shall be fully disclosed in the audit report with reference to the Department of Elder Affairs or the Alliance for Aging 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 Department of Elder Affairs or the Alliance for Aging 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 Department of Elder Affairs or the Alliance for Aging retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 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.:

Alliance for Aging, Inc.
Attn: Horacio Soberon
760 NW 107th Ave.
Miami, FL 33172

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 Department of Elder Affairs at each of the following addresses:

Department of Elder Affairs
Attn: Beverly Friedberg
4040 Esplanade Way Office 325B
Tallahassee, FL 32399-7000

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: Horacio Soberon
760 NW 107th Ave.
Miami, FL 33172

The Department of Elder Affairs at each of the following addresses

Department of Elder Affairs
Attn: Beverly Friedberg
4040 Esplanade Way Office 325B
Tallahassee, FL 32399-7000

The Auditor General's Office at the following address:

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

Any reports, management letter, or other information required to be submitted to the Department of Elder Affairs 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 Department of Elder Affairs 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 Department of Elder Affairs 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 Department of Elder Affairs, 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 Department of Elder Affairs.

ATTACHMENT III
EXHIBIT 2

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Administration Title IIIB – Support Services	U.S. Health and Human Services	93.044	$15,000
TOTAL FEDERAL AWARD			$15,000

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

ATTACHMENT III
EXHIBIT 3

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 subrecipients 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 subrecipients 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.
__X__ Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient 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 subrecipient, 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/subrecipient, 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 IV

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

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 and any sub-contractors 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 contractor, sub-contractor(s), or any outside entity on which the contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, contractor(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 contractor (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 contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the State, and without interruption to the ongoing business of the state, time being of the essence.

(4) The contractor and any sub-contractor(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 contractor shall require that the language of this certification be included in all subagreements, subgrants, and other agreements and that all sub-contractors 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).

_____

Name and Address of Contractor

_____ _____ _____

Signature Title Date

_____

Name of Authorized Signer

(Revised June 2008)

ATTACHMENT V

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

(1) The prospective contractor certifies, by signing this certification, neither it nor its principals are 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 contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

_____ _____

Signature Date

_____ _____

Title Agency/Organization

(Certification signature should be same as Contract signature.)

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 contractor 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 contractor will provide immediate written notice to the Contract Manager if at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The contractor 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 contractor 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 contractor 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 contractor 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 contractor 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 subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 197 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance i the total cost of insurable construction and acquisition is $10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notificatior of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards ir 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 o underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection o 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 potentia 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
APPLICANT ORGANIZATION	DATE SUBMITTED

ATTACHMENT VII

BUDGET SUMMARY

Service(s) to be Provided	Service Unit Rate	Maximum Units of Service*	Maximum Dollars*
HOMEMAKER	$22.04	TBD	TBD
PERSONAL CARE	$25.87	TBD	TBD
CASE MANAGEMENT	$38.03	TBD	TBD
Total Contract			**$15,000**

*The number of units of service will be determined by the AAA authorizing individual care plans for each CLP program participant. The total contract amount will not be exceeded.

ATTACHMENT VIII

CONTRACT REPORT CALENDAR
ADVANCE BASIS CONTRACT

Report Number	Based On	Submit to the Alliance On This Date
1	January Advance*	January 1, 2011
2	February Advance*	January 1, 2011
3	January Expenditure Report	February 5, 2011
4	February Expenditure Report	March 5, 2011
5	March Expenditure Report	April 5, 2011
6	April Expenditure Report	May 5, 2011
7	May Expenditure Report	June 5, 2011
8	June Expenditure Report	July 5, 2011
9	July Expenditure Report	August 5, 2011
10	August Expenditure Report	September 5, 2011
11	September Expenditure Report	October 5, 2011
12	October Expenditure Report**	November 5, 2011
13	November Expenditure Report	December 5, 2011
14	December Expenditure Report	January 5, 2012
15	Final Expenditure and Request for Payment	February 14, 2012
16	Closeout Report	February 28, 2012

Legend: * Advance based on projected cash need.
** Recoupment of advance due with this report.

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

Note # 2: All advance payments made to the contractor shall be returned to the Department by the submission date of report #12. The adjustment shall be recorded in Part C, 1 of the report (ATTACHMENT IX).

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

ATTACHMENT IX

REQUEST FOR PAYMENT
OLDER AMERICANS ACT

PROVIDER NAME, ADDRESS, PHONE AND FED ID NUMBER	TYPE OF REPORT:	THIS REQUEST PERIOD:
	Advance _____ Reimbursement_____	Report # _____ Agreement # : _____ Agreement Period: _____ PSA : _____

CERTIFICATION: I hereby certify to the best of my knowledge that this request conforms with the terms and the purposes set forth in the above agreement.

Prepared By:_____ Date: _____ Approved By:_____ Date: _____

PART A: BUDGET SUMMARY	(1) ADMIN.	(2) III B	(3) IIIC1	(4) IIIC2	(7) Title IIIE	(6) TOTAL
1. Approved Agreement Amount.	0.00	0.00	0.00	0.00	0.00	0.00
2. Previous Funds RECEIVED for Agreement period.	0.00	0.00	0.00	0.00	0.00	0.00
3. Agreement Balance	0.00	0.00	0.00	0.00	0.00	0.00
4. Previous Funds REQUESTED and **Not Received.**	0.00	0.00	0.00	0.00	0.00	0.00
5. Agreement Balance	0.00	0.00	0.00	0.00	0.00	0.00
PART B: FUNDS REQUESTED						
1. 1st-2nd Months Request Only	0.00	0.00	0.00	0.00	0.00	0.00
2. Net Expenditures For Month	0.00	0.00	0.00	0.00	0.00	0.00
3. Additional Cash Needs (Attach Doc.)	0.00	0.00	0.00	0.00	0.00	0.00
4. Total	0.00	0.00	0.00	0.00	0.00	0.00
PART C: NET FUNDS REQUESTED:						
1. Less: Over-Advance	0.00	0.00	0.00	0.00	0.00	0.00
2. Agreement Funds are Hereby Requested For	0.00	0.00	0.00	0.00	0.00	0.00

DOEA FORM 106A revised 5/10

ATTACHMENT X
EXHIBIT 1

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RECEIPTS AND EXPENDITURE REPORT
OLDER AMERICAN ACT

PROVIDER NAME, ADDRESS, PHONE# AND FEID#	Program Funding Source : Title III Admin. _____	THIS REPORT PERIOD FROM: TO: CONTRACT PERIOD: CONTRACT # REPORT # PSA#

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

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

PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. Federal Funds	$0.00	$0.00	$0.00	_____ %
2. State Funds	$0.00	$0.00	$0.00	_____ %
3. Program Income	$0.00	$0.00	$0.00	_____ %
4. Cash Match (CCE, HCE and Other)	$0.00	$0.00	$0.00	_____ %
5. SUBTOTAL: CASH RECEIPTS	$0.00	$0.00	$0.00	_____ %
6. Local In-Kind Match	$0.00	$0.00	$0.00	_____ %
7. TOTAL RECEIPTS	$0.00	$0.00	$0.00	_____ %

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	_____ %
2. Travel	$0.00	$0.00	$0.00	_____ %
3. TOTAL EXPENDITURES	$0.00	$0.00	$0.00	_____ %

PART C : OTHER EXPENDITURES (For tracking purposes only)				
1. Match: CCE / GR	$0.00	$0.00	$0.00	
HCE / GR	$0.00	$0.00	$0.00	
Other and In-Kind	$0.00	$0.00	$0.00	
2. Local Match	$0.00	$0.00	$0.00	
3. TOTAL	$0.00	$0.00	$0.00	

PART D : Other Revenue and Expenditures	II. Addition Cost Alternative Program Income	III. Interest
1. Program Income (PI): a.OAA Unbudgeted PI Receipts YTD $_____	1. Approved Budget $_____ 2. Received YTD $_____ 3. Expenditures $_____	1. Earned on GR Advance $_____ 2. Return of GR Advance $_____ 3. Other Earned $_____

DOEA FORM 105aa revised 10/08

ATTACHMENT X
EXHIBIT 2

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RECEIPTS AND EXPENDITURE REPORT
OLDER AMERICAN ACT

PROVIDER NAME, ADDRESS, PHONE# AND FEID#	Program Funding Source : IIIB _____ IIIC1_____ IIIC2 _____	THIS REPORT PERIOD FROM: TO: CONTRACT PERIOD: CONTRACT # REPORT # PSA#

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

Prepared by : _____Date :_____ Approved by : _____Date :_____

PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. Federal Funds	$0.00	$0.00	$0.00	_____ %
2. State Funds	$0.00	$0.00	$0.00	_____ %
3. Program Income	$0.00	$0.00	$0.00	_____ %
4. Local Cash Match (CCE, HCE and Other)	$0.00	$0.00	$0.00	_____ %
5. SUBTOTAL: CASH RECEIPTS	$0.00	$0.00	$0.00	_____ %
6. Local In-Kind Match	$0.00	$0.00	$0.00	_____ %
7. TOTAL RECEIPTS	$0.00	$0.00	$0.00	_____ %

PART B : EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Meals / Meal Agreements	$0.00	$0.00	$0.00	_____ %
2. Service Subcontractor	$0.00	$0.00	$0.00	_____ %
3. Other	$0.00	$0.00	$0.00	_____ %
4. Indirect Cost	$0.00	$0.00	$0.00	_____ %
5. TOTAL EXPENDITURES	$0.00	$0.00	$0.00	_____ %

PART C : OTHER EXPENDITURES (For Tracking Purposes only)				
1. Match				
a. Other and In-Kind	$0.00	$0.00	$0.00	_____ %
b. Local Match	$0.00	$0.00	$0.00	_____ %
2. USDA Cash Received	$0.00	$0.00	$0.00	_____ %
3. TOTAL OTHER	$0.00	$0.00	$0.00	_____ %

PART D : OTHER REVENUE AND EXPENDITURES	2. Addition Cost Alternative Program Income	3. Interest
1. Program Income (PI) a. OAA Unbudgeted PI Receipts YTD $_____	a. Approved Budget $_____ b. Received YTD $_____ c. Expenditures $_____	a. Earned on GR Advances $_____ b. Return of GR Advance $_____ c. Other Earned $_____

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RECEIPTS AND EXPENDITURE REPORT
OLDER AMERICAN ACT

PROVIDER NAME, ADDRESS, PHONE# AND FEID#	Program Funding Source : Title III E _____	THIS REPORT PERIOD FROM: TO: CONTRACT PERIOD: CONTRACT # REPORT # PSA#

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

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

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

PART B : EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
A : Direct Services				
1. Personnel	$0.00	$0.00	$0.00	_____ %
2. Travel	$0.00	$0.00	$0.00	_____ %
3. Building Space	$0.00	$0.00	$0.00	_____ %
4. Communication / Utilities	$0.00	$0.00	$0.00	_____ %
5. Printing / Supplies	$0.00	$0.00	$0.00	_____ %
6. Equipment	$0.00	$0.00	$0.00	_____ %
7. Other	$0.00	$0.00	$0.00	_____ %
B : Agreement Services				
8. Services Subcontracted	$0.00	$0.00	$0.00	_____ %
9. TOTAL EXPENDITURES	$0.00	$0.00	$0.00	_____ %
10. DEDUCTIONS				
a. Total Local Match	$0.00	$0.00	$0.00	_____ %
b. Program Income Used	$0.00	$0.00	$0.00	_____ %
c. TOTAL DEDUCTIONS	$0.00	$0.00	$0.00	_____ %
11. NET EXPENDITURES	$0.00	$0.00	$0.00	_____ %

PART C : EXPENDITURES ANALYSIS A. Expenditures by Services Year to Date:		2. Units of Services Year to Date	3. Number of People Served Year to Date
1. Information.....	$0.00	..... $0.00	..... 0.00
2. Assistance.....	$0.00	..... $0.00	..... 0.00
3. Counseling.....	$0.00	..... $0.00	..... 0.00
4. Respite.....	$0.00	..... $0.00	..... 0.00
5. Supplemental Services.....	$0.00	..... $0.00	..... 0.00
6. TOTAL.....	$0.00		

Part B Line 11, column 3 should be equal to this total.

PART D : GRANDPARENT SERVICES (reported by Federal Fiscal Year)

FFY _____ $_____ FFY_____ $_____ FFY_____ $ _____

Match $ _____ Match $ _____ Match $ _____

DOEA FORM 105AE revised 12/08

ATTACHMENT A

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

ATTACHMENT B

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

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

PART I.

READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

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

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

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 NA or NO, explain. NA ☐ YES ☐ NO ☐

7. Compare the staff composition to the population. Is staff representative of the population? If NA or NO, explain. NA ☐ YES ☐ NO ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain. NA ☐ 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 NA or NO, explain. NA ☐ 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 NA or NO, explain.

NA YES NO
☐ ☐ ☐

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

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain.

13. Are employees, applicants and participants informed of their protection against discrimination?
If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain.

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

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain.

NA 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.

17. Is there and 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.

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 OR MORE.

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

YES NO
☐ ☐

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

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ATTACHMENT B

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:

    With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
    Modify policies and practices that do not meet Section 504 requirements.
    Take remedial steps to eliminate any discrimination that has been identified.
    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 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.

ATTACHMENT E

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

ATTACHMENT F
EXHIBIT 1

DOEA Cost Analysis For Non-Competitively Procured Contracts In Excess Of Category II

PROGRAM:_____ CONTRACT PERIOD:_____

TYPE OF SERVICE:

1	2	Column 3	Column 4	Column 5	6	7	8
		(to be completed by the contractor)			(to be completed by the DOEA Contract Manager		
Budget Category		Line Item Budget Category	Amount	% Allocated to this Agreement	Allowable	Reasonable	Necessary
Administration	a.	Salaries					
	b.	Fringe Benefits					
	c.	Equipment					
	d.	Telephone & Utilities					
	e.	Travel					
	f.	Printing & Supplies					
	g.	Other (Please list or attach details)					
	h.	Allocated Cost/Overhead					
		TOTAL					
Services		Client Services (Attach details)					
		TOTAL					

CERTIFICATION (to be signed by DOEA Contract Manager)
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes.

_____
Name Title

_____
Signature Date

ATTACHMENT F
EXHIBIT 2

INSTRUCTIONS:
COST ANALYSIS FOR NON-COMPETIVELY PROCURED CONTRACTS IN EXCESS OF CATEGORY II

The purpose of the ATTACHMENT F, Exhibit 1, is to document that costs in non-competitively procured contracts in excess of $35,000 are allowable, reasonable and necessary. This form is required to be submitted by the contractor to the contract manager within 30 days of the contract execution date.

Upon receipt of the form, the DOEA contract manager will:

1. Evaluate each separate line item to determine whether the cost is allowable, reasonable and necessary.
   a. To be allowable, a cost must be allowable pursuant to state and federal expenditure laws, rules and regulations and authorized by the agreement between the state and the contractor.
   b. To be reasonable, a cost must be evaluated to determine that the amount does not exceed what a prudent person would incur given the specific circumstances.
   c. To be necessary, a cost must be essential to the successful completion of the program.
   d. Allocated costs/overhead should be evaluated to determine that the rate is reasonable.
2. Place the *Cost Analysis for Non-Competitively Procured Agreements in Excess of Category II* form in the official file for this contract at the Department of Elder Affairs.

(1) In accordance with the following instructions, the contractor must complete COLUMNS 3, 4 AND 5 of the DOEA Cost Analysis For Non-Competitively Procured Contracts In Excess Of Category II worksheet (ATTACHMENT F, EXHIBIT 1) for the original contract and any amendment that affects the amount of compensation and/or the level of services provided.

(2) Definition of Administrative Costs –
   a. **Salaries/Wages**: Are the charges to directly hire someone and put them on payroll.
   b. **Fringe Benefits**: Are the costs of health insurance, Social Security, Medicare, unemployment and other benefits paid on behalf of each employee. If fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
   c. **Equipment**: Equipment means an article of nonexpendable, tangible personal property generally having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the established capitalization level of $5,000 (federal funds) or $1,000 or hardback bound books not circulated, with a value of $250.00 or more (state funds).
   d. **Telephone and Utilities**: Are items such as utilities and telephone service costs.
   e. **Travel**: Are those that are necessary, reasonable and allowable for carrying out the project. Travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means and at the authorized meal, per diem and state mileage reimbursement rates.
   f. **Printing and Supplies**: Are items such as office supplies, postage, and printing.
   g. **Other Costs or Miscellaneous**: Please explain/justify. Support documentation for other direct costs may include copies of published rates, copies of expense vouchers, and/or invoices. Support documentation for other costs or fees may include copies of published catalog prices, or copies of expense vouchers.
   h. **Allocated Costs or Overhead**: The contractor should attach a copy of the computation schedule supporting the allocated cost rate. Support documentation for allocated costs may be a federally-negotiated allocated cost rate agreement. If the contractor does not have a rate agreement, (1) sufficient information should be attached indicating how the rate used was determined and (2) if the rate was accepted and paid previously by either a federal agency or agency of the State of Florida, documentation to that affect should be provided.

(3) Client Service costs should be documented via Area Agency on Aging Area Plans, Unit Cost information input into WebDB, or some other form of documentation to support the cost analysis.

(4) The allocation to the agreement will be calculated based on the cost by line item cost divided by the total agreement amount.

ATTACHMENT G

COMMUNITY LIVING PROGRAM PROTOCOLS

Program Overview

The goals of Community Living Program Phase II, for PSA 11 are to reduce overall Medicaid long term care expenditures, develop co-pay and financially sustainable systems—within the context of the Older Americans Act network of AAA and providers, and to increase consumer choice and self-direction.

To achieve these goals PSA 11 will focus its efforts in providing consumers with the means to resolve events that have been identified as "critical pathways" to institutional long term care. Some of these "critical pathways" include sudden caregiver burnout, depression, malnutrition/dehydration and lack of proper follow up with home and community based services following hospital/rehab discharges. PSA 11 will also manage a Veterans Administration Consumer Directed Care.

In particular, PSA 11 will provide short term, cost effective, interventions, to individuals at high risk of nursing home placement or hospital re-admission, using a Holistic Social Work model utilizing a motivational empowerment case management approach focus on monitoring client follow-up in the community with medical needs, nutritional needs, mental health, home care needs, and recreational needs in order to reduce re-admission and nursing home placements. A Case Manager will utilize an interdisciplinary managed team approach whose major role is to coordinate community based services to enable the client's independence and prevent premature or unnecessary institutionalization.

The proposed model has three characteristics: Timely, short term sponsored interventions using Older Americans Act services, intensive case management and, the possibility of long term continuation of services on a cost-shared basis at the consumer's choice.

Acronyms and Definitions

ADI (Alzheimer's Disease Initiative) – Services targeted to individuals with Alzheimer's Disease or a similar memory disorder, including respite, assessment, caregiver training, and other community-based services.

ADRC or ARC (Aging and Disability Resource Centers or Aging Resource Centers) – The not-for-profit entity which is the single entry point for the aging service system within each established region of the state.

APS (Adult Protective Services) High Risk – The designation of an elder who needs immediate protection from further abuse, neglect or exploitation, which can be accomplished completely or in part through the provision of home and community-based services.

Caregiver or Support System – For this project, the caregiver or support system is one or more persons whom the elder can depend on to provide care or to organize the provision of needed care.

Care Plan - A comprehensive listing of all services, including Medicare, CCE, OAA, county, etc. that address the client's physical, mental, and home care needs to resolve the crisis condition(s), and accomplish the client's personal goals. The Lead Service Provider would coordinate all services and evaluate their outcomes in conjunction with the client.

Care Plan Review Team – For purposes of this project, a team of staff designated by the CLP staff, which reviews the client's situation and makes recommendations concerning continuation of services after the initial short term grant-funded crisis-resolving period. However in no case will services be continued on a long term basis under this program.

CCE (Community Care for the Elderly) – Services offered to functionally impaired older persons to enable them to live in the least restrictive environment, including adult day care, consumable medical supplies, home delivered meals, homemaker, personal care, respite, and other community-based services.

CIRTS (Client Information and Registration Tracking System) – The database of the Department of Elder Affairs used by the aging network to manage client assessment data, register clients for services, plan client services and maintain program waiting lists. Lead agency provider assessors also use CIRTS to evaluate client eligibility for Medicaid services and to develop recommendations for client placement.

CDC (Consumer Directed Care) – A service option that gives elders, or their representatives, the opportunity to manage the elder's service delivery, including decisions about which services will be provided, by whom and how often. With the assistance of a consultant, an elder develops a budget plan that identifies needed goods and services and authorizes the elder to hire workers, who may be family members or friends, and select vendors to help with daily care needs. A fiscal/employer agent (F/EA) pays the workers and vendors according to the rates on the budget plan. The F/EA also pays the required federal and state taxes and files the necessary tax forms.

Community Living Program – "Community Living Program" is a grant to the state of Florida from the federal Administration on Aging. For persons meeting the project's functional and financial eligibility criteria, the grant provides crisis-resolving in-home services to address their immediate and temporary needs as they leave a hospital or rehabilitation center or after a short-term nursing home stay. Without these services, the person would be at high risk of either nursing home placement or continued stay in a nursing home. This program also manages consumer directed care services provided to veterans.

Cost Sharing – Payment by an individual for a portion of the monthly cost of the services he/she receives, based on the individual's income and assets, and determined by the total monthly cost of the planned services.

Crisis-Resolving Services – Time-limited community-based services provided to address a client's immediate short-term care needs. Possible services include, but are not limited to: case management, personal care, homemaker, transportation, meals. For the purposes of this program, a crisis is an episode that has a high probability of creating a nursing home long term placement or a re-hospitalization. Examples of such crisis include caregiving situations, i.e. a caregiver hospitalization that would cause the nursing home placement of the care recipient; it also includes hospital/rehab discharges that have a high likelihood of recidivism or further patient deterioration where a permanent nursing home placement is a likely sequel.

Functional Eligibility – The priority rank of 4 or higher (priority score of > 40) is based on the 701A or 701B assessment tool; with an option for imminent risk designation in accordance, to the DOEA policy. APS High Risk Referrals (priority rank 8) are not eligible.

Financial Eligibility:

- For a single person, the gross monthly income must be a minimum of $700 and a maximum of $4,100. The assets, excluding primary residence and vehicle, must be valued at a minimum of $25,000 with a maximum cap of $179,999.
- For a couple, the gross monthly income must be a minimum of $900 and a maximum of $5,500. The assets, excluding primary residence and vehicle, must be valued at a minimum of $25,000 with a maximum cap of $249,999.

Imminent Risk - "In designating an individual imminent risk, the case manager must document in the client file how the client's situation meets all three of the criteria listed in the 3d) contract language:

1. The client's mental or physical condition has deteriorated to the degree that self care is not possible,
2. There is no capable caregiver, and
3. Institutional placement will occur within 72 hours."

Lead Agency—A Community Care for the Elderly (CCE) designated agency. Lead agencies provide services under the CCE and ADI programs. In addition lead agencies handle APS cases in accordance with a DOEA established protocol.

Lead Service Provider—A provider of Older American Act Services that also provides case management under this project. The Case manager from the service provider will follow-up with those project participants referred by the CLP staff to facilitate the provision of services during the grant period and to help plan for the person's needs after the grant period.

OAA IIIB, IIID, IIIE (Older Americans Act Titles) – Title IIIB provides supportive services to assist elders to live independently in their community. Title IIID provides disease-prevention and health-promotion services at senior centers or alternative sites. Title IIIE provides services through the National Family Caregiver Support Program to assist families caring for frail older members, and to assist grandparents or older relatives who are caregivers for children who are under 19 or are disabled.

Private Pay – Payment of the complete cost of services by an individual with sufficient income and assets to be over the financial standards for receipt of state or grant funded services.

Referring Entity – An entity providing referrals to the single entry point. These include case management agencies, hospitals, rehabilitation centers, home health agencies, physician assisted home based programs, and nursing homes. Individuals referred should appear to meet the eligibility criteria for this project.

Self-declared – For purposes of initial financial eligibility for the project, the individual's declaration of income and assets will not require verification.

SEP (Single Entry Point) – The CLP staff for the area where the individual is receiving services is the single entry point into the aging service system.

Spend down to Medicaid – The use of personal resources to pay for services prior to the individual's resources being reduced to the level of Medicaid eligibility.

Triage – The activity performed by CLP staff to prioritize an individual for service based on the criteria established for publicly funded programs because he/she does not meet the eligibility criteria for this project.

Protocols

Client Identification

1. The referring entity will use the following criteria to identify potentially appropriate project participants:
2. Individual is at least 60 years old.
3. Individual is a resident of Miami-Dade or Monroe Counties.
4. Financially and functionally eligible.
5. Has Medicare or private health insurance.
6. Individual is not receiving hospice services.
7. Individual or caregiver is in need of crisis resolving services and/or short term care, to

avoid readmission to a hospital/rehab facility or a nursing home placement.

8. Not currently receiving any DOEA sponsored services.

Client Referral

The referring entity will make client referrals to the single entry point (SEP).

1. Each referring entity will designate a Community Living Program contact to make referrals.
2. The SEP will designate an appointed staff to receive referrals.
3. At the referring entity, staff will complete the Referral Checklist and the designated Community Living Program, contact will transmit the Referral to the SEP.
    - For individuals in a hospital or nursing home, the referral will be completed 24 to 48 hours prior to discharge, excluding weekends or holidays. Individuals in the community may be referred to the project during any time deemed to be in crisis or in need of short term intervention to avoid readmission and or nursing home placement.
    - SEP will work with the discharge planner, in the case of a facility discharge, to identify emergency services that wrap-around other benefits for which the client may be eligible, such as Medicare home health benefits, to authorize services prior to discharge and in-home assessment.
    - The SEP designated staff will confirm receipt of the referral to the referring entity and log in and assign the case for screening and intake on the date received.
4. To conclude the referral process from a hospital or nursing home, the referring entity will transmit a copy of the discharge summary to the SEP staff.

Client Screening (Functional and Financial Eligibility)

1. Within 24 hours of receiving the referral, the SEP designated staff will determine client eligibility for project participation.
2. The SEP staff will conduct a CIRTS record check to determine if the individual is currently enrolled in CCE, ADI, or is a high risk APS referral. If such is the case, the SEP staff will refer to the individual's case management agency of record for follow up The lead agency will recommend crisis resolving services, if needed, to supplement the existing care plan. If the individual appears eligible for project participation, then the SEP staff will authorize the lead agency to update the 701B.

If the client is not enrolled in CCE, ADI, or any other case managed program, or is not a high risk APS referral and is in need of a short term care intervention, then the SEP designated staff will determine client eligibility for project participation. Screening must take place within 48 hours from the time the referral was received by the SEP.

3. Individuals scoring as priority levels 4 or 5 on the CLP screen, that also meet self-declared income and asset criteria will be eligible for referral to the Lead Service Provider. Individuals that score less than a priority level 4 will be eligible if there are demonstrable circumstances that put such individual at high risk of nursing home placement or re-hospitalization. These cases will be approved based on their particulars by the SEP on an exception basis. The SEP staff will notify the referring entity of the eligibility of the individual or, if applicable, the reasons for denying eligibility, in accordance to DOEA criteria.
4. If the individual does not appear eligible for project participation, then the SEP staff will triage the individual to the ARC/ADRC for follow-up options counseling to provide assistance with referrals to other OAA programs and services which may aid in their situation.

Lead Service Provider Responsibilities:

Initial Client Assessment (701 B):

- The Case manager (CM) will have contact, within 24 hrs of referral, with client and/or caregiver to introduce services and program. The CM will reach out to individuals referred by the SEP to assess the situation.
- The Case manager (CM) will provide information, including brochures and pamphlets regarding the project. The Case manager (CM) will begin discussing cost sharing, private pay, and consumer directed care service options should services be needed beyond the short term crisis resolving intervention. The financial worksheet will be completed.
- The Case Manager will conduct the comprehensive assessment in the client's home, or medical facility within 72 hours of referral using form 701B, in this latter instance, the CM will review the hospital discharge paperwork. The Lead Service Provider will enter data in CIRTS within the week of the assessment.
- The Case manager (CM) will develop a care plan with the client and or caregiver/support system, based on the assessment, and will initiate in-home crisis resolving services within 72 hours of receipt of referral.
- The Case manager (CM) will inform the client that the Department of Elder Affairs has contracted an

evaluator that will be calling to conduct a five-minute survey about the quality and effectiveness of the services the client receives as part of the *"Community Living Program"* program. The case manager should assure the client that services will not be affected in any way whether the client participates or not in the survey or by how the client answers any of the questions. The case manager should report to the SEP staff if the client requests not to be surveyed.

- The Case manager (CM) will maintain a client file, including: care plan, financial worksheet, referral information, assessments, a summary of each contact with or on behalf of the client and caregiver, project forms, and any other related information collected on behalf of the client/caregiver or required by the program.

Enrollment Authorization:

- The SEP staff will authorize enrollment of the individual in the project.
- The SEP staff will refer the individual to the CLP lead agency provider for Case Management and crisis resolving services.
- If after initial enrollment the client is determined to be ineligible for financial reasons, the individual will continue to receive the services being provided up to the crisis-resolving service period.
    - The CLP lead service provider will notify the SEP.
    - The SEP staff will contact the individual.
    - Transition will be made as possible to other appropriate programs.
    - The SEP staff will notify the CLP lead agency provider of the action to take regarding termination from the project.

<u>On-Going Case Management Responsibilities:</u>

The Case manager (CM) will conduct on-going service coordination of home and community based services and hospital, nursing home or rehabilitation center if applicable. The Case manager will verify the information and coordinate services as needed.

Client contact service is as follows:

Throughout the grant period, the Case manager (CM) will discuss the following with the client and caregiver issues pertaining to the client's medical needs, nutritional needs, mental health needs, home care needs, recreational needs:

1. Medication management issues: The Case manager will encourage client and care giver to address medication management issues with primary physician.
2. Medical management: The Case manager will review primary physician appointments and encourage client and family to maintain appointments accordingly. Encourage client and care giver to follow-up with medical needs.
3. Nutrition management: The Case manager (CM) will make referrals for nutrition counseling and meals programs, if needed. It will encourage client and caregiver to follow the instructions of the nutritionist conduct referrals as needed.
4. Mental Health: The Case manager (CM) will monitor good mental health practice and encourage appropriate follow-up as needed for mental health need and conduct referrals and placement of services as needed.
5. Home Care needs: The Case manager (CM) will assess and monitor home care needs and conduct referrals and placement of services as needed
6. Recreational needs: The Case manager (CM) will assess and monitor recreational needs and encourage good recreational practices for both client and caregiver. CM will conduct referrals for services as needed.

_The Case Manager will document the review in the client's case notes

1. _Satisfaction with services delivered during 45-day crisis resolving service period
2. What services is the client receiving?
3. Are specific services adequately addressing the client's needs?
4. What are additional needs?
5. How are those additional needs being addressed?

Periodic Follow-up

1. One week after initiating services, the Case manager will visit the client to ascertain services planned are being delivered and client needs are being met.
2. Two weeks after service initiation, the case manager will conduct telephone contact with the client to determine if services are addressing the client's needs.
3. Four weeks after service initiation the case manager will conduct telephone contact with the client to determine if services are addressing the client's needs.

4. No less than 5 days prior to the end of project participation, the CLP Lead agency provider case manager will conduct a face to face contact with the client and caregiver to review the care plan and determine the individual's continued need of crisis-resolving services. The timing of this contact will be at the discretion of the Case manager prior to the discharge determination date.

Termination of Services

The Case manager will advise the SEP staff of the following:

- The crisis is resolved and the client may be terminated from the project.
- The client is not stabilized and continues to need crisis resolving services. Detail will be provided as to the recommended services, frequency and duration.
- The crisis is resolved, but the client will need on-going in-home services. Detail will be provided as to the recommended services, frequency and duration. Also whether client is continuing with co-pays and consumer directed care.

Method of service delivery after crisis-resolving service period ends

- The client has an option of continuing to receive services in a traditional manner (agency ordered and delivered) continuing with a co-pay, subject to provider funding availability.(The share of cost is stated on the care plan.)
- The client has an option of participating in consumer directed care (consumer determines service provision), as a private pay client, however the provider will charge the consumer rates that are not higher than the lowest rates the provider receives from the Alliance.
- The client can afford the cost of private pay services.

Funding Options:

The SEP staff must ensure the availability of OAA dollars to serve individuals at high risk of nursing home placement and spend down to Medicaid by implementing assessment and screening tools, as well as care planning and case management for Title IIIB funding. Title IIID and Title IIIE funds should be considered for the provision of services such as medication management and caregiver support services.

The Alzheimer's disease Demonstration Grant funding should be coordinated as appropriate to expand services to clients in Miami-Dade County. This will include individuals with Alzheimer's disease or Related Disorders, who are

not eligible for Medicaid but are at imminent risk of nursing home placement and spend down, to remain in the community and avoid or delay nursing home placement.

CIRTS Data Entry:

Screening data for each referral based on the CLP Screening tool or 701A or similar instrument will be entered into CIRTS. The Lead Service Provider will enter 701B assessment data promptly entered into CIRTS. All clients authorized for CLP services will be enrolled in CIRTS under the CLP program enrollment code. For all services received by CLP clients, the case management agency will report the service units and unit cost data in CIRTS.

- All services will be reported as client specific, including non-registered OAA services.
- All services funded with CLP grant funds will be reported under the appropriate CLP service code.
- All services funded with other program funds (OAA, CCE, etc.) will be reported using the appropriate program's service code.

ATTACHMENT H

SERVICE PROVIDER APPLICATION

INVITATION TO NEGOTIATE

COMMUNITY LIVING PROGRAM

OLDER AMERICANS ACT

TITLE III-B

SUBMITTED BY:

MONROE COUNTY BOARD OF COUNTY
COMMISSIONERS
SOCIAL SERVICES
IN-HOME SERVICES PROGRAM

SYLVIA J. MURPHY, MAYOR, MONROE COUNTY
HISTORIC GATO BUILDING
1100 SIMONTON STREET RM. 2-257
KEY WEST, FL 33040
PHONE: (305) 292-4510
FAX: (305) 295-4359

IMPLEMENTATION OF SERVICES STATEMENT OF READINESS

I D Frederick, Deputy County Administrator do hereby stipulate and
~~Deborah~~ Frederick

agree that Monroe County Social Services/In-Home Services is ready to implement the services mentioned in this Invitation to Negotiate (ITN)

Date: 10/22/10

COMMUNITY LIVING PROGRAM — INVITATION TO NEGOTIATE

Submitted by: Monroe County In-Home Services (MCIHS)
Monroe County Board of County Commissioners
Monroe County Social Services
1100 Simonton Street 2-257
Key West, FL 33040 305-292-4510 (phone)
Sylvia J. Murphy, Mayor, Monroe County — Chief Executive Officer

Monroe County In-Home Services (MCIHS), a department within Monroe County Social Services (MCSS), is well-equipped to handle service interventions for the short-term high risk individual. Due to our extensive reach throughout all of Monroe County, there are no areas that cannot be served. MCIHS is able to provide any manner of services throughout the entirety of Monroe County. For example, MCIHS already provides value-added services (via a number of non DOEA sources) such as, case management, homemaking, personal care, in-home respite, facility-based respite, nutrition services for in-home and congregate clients, prescription assistance, pauper burials, transportation assistance, shelter, energy cost assistance, weatherization services, and many more. The funding for the Community Living Program will allow MOBS to provide the following short-term services to the ARC referred high-risk individuals: homemaking, personal care, and case management. MCIHS employs County staff, as well as subcontracted staff, that are strategically positioned throughout all areas of Monroe County.

In addition to all of the aforementioned services which are considered value-added services, for the Community Living Program, we are able to perfoun the following direct In-Horne Services: **Homemaking -** which will allow clients to receive specific home management services such as general housekeeping, laundry, assistance with budgeting and paying bills, shopping assistance, meal preparation, etc. **Personal Care —** which will allow clients to receive assistance with

eating, dressing, personal hygiene, and other significant activities of daily living. **Case Management** - Monroe County has qualified and experienced Case Managers. Our Case Managers are able to assist clients in identifying physical and emotional needs and problems through an interview and assessment process. Case Managers are able to discuss and develop a care plan for services for these short-term clients to remove them from being high risk. Our Case Managers are "gatekeepers" in the community care system and have vast knowledge in the different resources available in our community. Monroe County's Case Managers have many years of experience and are fully able to coordinate and link clients and caregivers with appropriate resources in the health care and delivery systems regardless of the agency or organization offering the services, to meet the client's needs. Case Managers are able to monitor all services and referrals to ensure they are having a positive impact on the problems that have caused the client to become high risk. **Respite Care** -- as a **value-added service** — will provide relief or rest for a primary caregiver from the constant, continued supervision and care of a functionally impaired, high risk older person by providing care for the person in the home for a pre-determined period of time.

Overall Coordination Monroe County Case Managers are able to coordinate all community resources for high risk clients via a community care service that comprises health and community resources. As part of a government agency MCIHS has access to a myriad of social service programs available within our own offices, such as **funding for prescription drugs** and the others referenced on page 1. If a consumer needed medication and could not afford it, MCSS would be able to pay for that medication. This is just one example of the many value-added services that MCSS already has in place. Another example would be the **Monroe County Disability Council** which is sponsored and staffed by the Monroe County Board of County

Commissioners (BOCC). The Social Services Department has long been the liaison for the BOCC with this advisory council. At present time one of our Case Manager Supervisors is Liaison and Secretary/Treasurer. The Council seeks to improve access, to. services for all residents of our community. As a governmental agency, the BOCC provides additional funding to Social Services organizations (outside of the County structure) following the counsel of the **Human Services Advisory Council (HSAB)**. The HSAB reviews applications and makes funding recommendations for programs in the following service categories: primary and behavioral health care, core services, and quality of life services. The recommendations of HSAB are presented to the BOCC for approval. Once approved, the BOCC enters into contracts funding over 25 non-governmental, agencies that offer essential services for consumers. As contractors for the BOCC, these agencies are willing and able partners with the MCIHS Case Managers and Social Services staff to help meet the needs of consumers within the County. **Monroe County Transit (MCT)**, a program within the Social Services Department, is a partner with In-Home Services providers. The MCT vehicle fleet is 100 percent accessible to the physically disabled and provides door-to-door transportation for anyone who is transportation disadvantaged throughout the entire length and breadth of the Keys. MCT coordinates closely with the local Community Transportation Coordinator and Medicaid Transportation Coordinator — the Guidance Care Center. All local transit providers are members of the Local Coordinating Board, including the City of Key West that provides bus routes in Key West and Stock Island and the Lower Keys Shuttle that operates a fixed route from Marathon to Key West. Monroe County is an equal financial partner with the Cities of Key West and Marathon in the operation of the Lower Keys Shuttle. MCIHS Case Managers actively coordinate with available transportation providers throughout the communities of the Keys to ensure that access to needed

services is available. Since MOBS is integrated into the Social Services department, Case Managers work closely with Community Support Services (CSS) for **Consumable Supplies (value-added service).** The Case Managers also work very closely with the health care providers in the Keys and CSS to provide a link to ensure individuals who are low income receive the supplies they need. This requires the involvement of local physicians, hospitals, physical therapy centers, etc. Further, Case Managers in Monroe County continuously monitor the quality, appropriateness, and cost of services that are delivered to consumers to ensm that the most appropriate and cost-effective service is being received. Referrals are often made for value-added services to the Helpline of the Florida Keys for clients who need **Telephone Reassurance.** This service is designed to allow staff to check on the consumer daily and if needed call to remind them to take their medication. **Caregiver Support** is also offered through Helpline and they hold support groups throughout the Florida Keys for any caregiver in need. Often caregivers are in crisis and this gives them an opportunity to discuss their situation and obtain some advice and assistance relative to their loved one. MCSS currently provides **Homeless Prevention and Rapid Re-Housing Program (HPRP).** This grant is funded by the American Recovery and Reinvestment Act of 2009, through the Department of Homelessness/DCF and assists eligible Monroe County households with the prevention of homelessness. The intent of this funding is to help persons who can remain stably housed AFTER the temporary housing assistance ends. It generally provides rent for 3 months or less. Like the Community Living Program, HPRP is not a long-teini assistance program. MCSS also operates the **Weatherization Assistance Program (WAP).** This grant through DCA provides Energy Reducing Services to low income families to reduce energy cost, conserve energy, increase comfort in the home and improve safety and health standards. Some of the services that

are offered under this grant are threshold repairs, window and door replacement, insulation, and installation of smoke/fire/carbon monoxide detectors, etc. **The Low Income Home Energy Assistance Program (LIHEAP)** is another service we are able to provide through the DCA. This grant assists low income households to receive financial assistance in paying for the cooling and heating of their homes. As **Visiting Nurse Association (VNA)** currently sub-contracts with MCIHS for the provision of direct services to our clients, we have developed a close alliance with them and are able to make referrals to them for services outside of direct services. One of the services that we often refer to VNA for is **Bereavement Counseling.** Often consumers are very distraught after losing a loved one, such as a spouse, and are in dire need of professional services. VNA offers this service with licensed counselors free of charge. Along with VNA, Case Managers also refer for counseling services to the **Guidance Care Center and the Care Center for Mental Health, Inc. (CCMI1).** These agencies have on staff a licensed mental health counselor (PhD), and a certified addiction professional (MSW). A wide range of **Gerontological Counseling Services** are also available to clients who are referred to these agencies.

Service Coordination/Assessment, Coordination with the AAA - As Monroe County's Lead Agency for over the past three decades, MCIHS is able to ensure the coordination of services and is able to coordinate all aspects of the grant with the AAA. Monroe County has a close relationship with the Aging Resource Center (ARC) and is able to receive and coordinate all referrals for them. MCIHS are also able to work innovatively, since the Case Managers have a long-standing relationship with the local hospitals Discharge Planners. Staff are able to give these planners the ARC's contact information and they call the ARC when a high risk consumer is going to be released from the hospital. Throughout Monroe County, these referrals will lead to

intake and assessment. Intake and Assessment begins when a potential consumer, caregiver, family member, friend, neighbor, or public or private agency seeks assistance for an individual by contacting the Alliance for Aging's ARC. MCIHS employs ten staff members who have been trained and certified to take referrals and administer the DOEA Assessment Forms in accordance with the DOEA Assessment Instructions (701A, 701B, 701C) Manual. Training and certification was completed for MCIHS staff by the AAA in Miami during August 2007 and August 2008 and staff continue to receive updated information and training as needed. MCIHS staff members conduct all assessments in accordance with the instructions for completion as indicated in the aforementioned training sessions and the DOEA Assessment Instructions (701A, 701B, 701C) Manual. The ARC determines when persons are approved for services from MCIHS and will send the referrals accordingly. After the referral is received, MCIHS conducts a home visit with the consumer in order to perform a comprehensive assessment (701B) and develop a care plan in accordance with the DOEA. Referrals from the ARC for high risk individuals who are at imminent risk of institutional placement, such as individuals awaiting hospital or emergency room discharge, will be served immediately. Case Managers have the capability after administering the assessment (701B) to communicate with other agencies to ensure that all needs for the consumer are adequately addressed and keep the individual from staying high-risk. This is due to the fact that MCIHS enjoys a high level of coordination and commitment from community partners countywide. The success of MCIHS as well as the high level of countywide coordination and service linkage is due in a large part to the exceptional working relationship MOBS has maintained throughout the community for over three decades.

Program Success and Reporting Requirements and familiarity with reporting requirements and service descriptions-As previously mentioned, MCIHS employs ten staff

members who have been trained and certified to administer the DOEA Assessment Forms in accordance with the DOEA Assessment Instructions (701A, 701B, 701C) Manual. Two MCIHS administrative staff members are responsible for the upkeep and maintenance of the CIRTS data entry. Both staff members are full trained on the CIRTS application. While one clerical staff member serves as the primary CIRTS data entry worker, the other administrative staff member serves as a backup, thus ensuring that CIRTS data entry is completed timely. Monthly, quarterly, and annual reporting requirements are fulfilled by a full time Sr. Grants Coordinator employed by MCSS. The Sr. Grants Coordinator maintains a chart of reports including due dates, submission requirements, standards for completion, etc. Additionally, the Sr. Grants Coordinator reviews and coordinates all reporting with the Director of Social Services. This ensures that multiple staff members are aware of each report, progress being made on the report, when it is due, and what the requirements for completion are. The Sr. Grants Coordinator maintains electronic copies and printed copies of each report. Working papers and substantiating backup documentation are maintained in the printed copy files and stored in locked filing cabinets, inside locked offices, in a secure building. Daily backups of electronic data occur through routine Monroe County Technical Services operations. Since Monroe County implemented the position of Sr. Grants Coordinator, all reports have been submitted timely and accuracy and continuity has been ensured. Further, there is now one central person that the Alliance for Aging can contact if there are questions about reporting. Monroe County's staff is very familiar with the Service Descriptions as identified in the DOEA Handbook issued July 2010 as Monroe County being a CCE Lead Agency for the past 30 years.

Additional Services/Resources at no charge to the Alliance for Aging - As previously mentioned, MCIHS is a department within the MCSS. MCSS offers a wide array of services to

help Monroe County's citizens and MCIFIS has full access to all services and funds. Some of these services include but are not limited to the services outlined under Overall Coordination starting on page 2.

Self-sustaining program when it is at the end of its pilot --Monroe County is certain it will be able to self-sustain the program when it is at the end of its pilot time allotment. All of the aforementioned services are able to be provided, on a limited basis, through our Case Managers, the MCSS, and all non DOEA funding. While some of these services are paid for with grants from DCF and DCA, many of these services are paid for through General Funds (County tax dollars) and is provided annually from Monroe County. Once the Community Living Program pilot ends our Case Managers will continue referring and coordinating services (as mentioned above) between the clients and other entities to provide the needed services for our citizens.

Monroe County In-Home Services Technical Capacity to provide the proposed service intervention - MCIIIS Case Managers have the knowledge, educational background, experience, and skills to coordinate the most beneficial and least restrictive services and community resources for consumers throughout the community. Along with experience and training in the In-Home Services field, our Case Managers have many years and extensive training in the Social Services field. Several of our Case Managers have worked for DCF or other governmental or private agencies before working for Monroe County and have a background and wide ranging knowledge services and procedures. With this knowledge, Monroe County Case Managers are proficient in helping individuals with Medicaid applications along with assisting them with their applications for Food Stamps online. Monroe County's Case Managers have a minimum of 5 years experience in the Social Services field and as much as 26 years field experience. Along with the Case Managers extensive experience, MCIHS has been a

CCE lead agency for over 30 years and we have the knowledge and technical ability to submit all data and reporting into the CIRTS system, the knowledge of required reports, and the flexibility to handle requirements set forth by the DOEA and the Alliance for Aging.

Statement of Readiness — **MCIHS** is fully ready to implement services within the Community Living Program immediately. All of the services that we are proposing here are currently being performed by existing staff. We have the necessary infrastructure and financial resources necessary to begin serving referred clients immediately.

Unit Rate — MCIHS has the commitment of the BOCC to meet the 10% cash match requirement as set forth in the ITN. In addition, MCIHS has the capacity to offer an additional 10 o in-kind match via our existing infrastructure (office and congregate meal site space). The combination of these two sources of funds will equate to an overall 20% match. Value-added services are outlined and documented in this response, as well as the office and congregate meal site space which are documented on the Unit Cost Methodology.