IN WITNESS THEREOF, the parties hereto have caused this 33 page agreement to be executed by their undersigned officials as duly authorized.

RECIPIENT: MONROE COUNTY BOARD OF COMMISSIONERS

ALLIANCE FOR AGING, INC. FOR MIAMI DADE AND MONROE COUNTIES, INC.

BOARD PRESIDENT OR AUTHORIZED DESIGNEE

SIGNED BY:_____

NAME: _____

TITLE:_____

DATE:_____

SIGNED BY:_____

NAME: STEVEN WEISBERG, M.S.

TITLE: PRESIDENT/CEO

DATE:_____

FEDERAL ID NUMBER: 59-6000749
RECIPIENT FISCAL YEAR ENDING DATE: 09/30

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.
BY SUZANNE A. HUTTON
DATE 7/08/02

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT

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 an 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 legislature, in connection with the awarding of any federal grant, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(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-recipients shall certify and disclose accordingly.

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

_____
Signature

_____
Date

_____
Name of Authorized Individual

PA 329
Application or Contract Number

Monroe County Board of Commissioners
Gato Building - 1100 Simonton Street
Key West, Florida 33040
Name and Address of Organization

DOEA Form 103 (Revised January 2001)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY
SUZANNE A. HUTTON
DATE 7/08/02

INSTRUCTIONS
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

1. Each recipient whose contract equals or exceeds $25,000 in federal monies must sign this debarment certification prior to contract execution. Independent auditors who audit federal programs regardless of the dollar amount are required to sign a debarment certification form. Neither the Department of Elder Affairs nor its contract recipients can contract with subrecipients if they are debarred or suspended by the federal government.

2. This certification is a material representation of fact upon which reliance is placed when this contract is entered into. If it is later determined that the signed knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.

3. The recipient shall provide immediate written notice to the contract manager at any time the recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and 45 CFR (Code of Federal Regulations), Part 76. You may contact the contract manager for assistance in obtaining a copy of those regulations.

5. The recipient further agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract unless authorized by the Federal Government.

6. The recipient further agrees by submitting this certification that it will require each subrecipient of this contract whose payment will equal or exceed $25,000 in federal monies, to submit a signed copy of this certification with each contract.

7. The Department of Elder Affairs and its contract recipients may rely upon a certification of a recipient/subrecipients that is not debarred, suspended, ineligible, or voluntarily exclude from contracting/subcontracting unless it knows that the certification is erroneous.

8. If the recipient is an Area Agency on Aging (AAA), the AAA may rely upon a certification of a recipient/subrecipient entity that is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless the AAA knows that the certification is erroneous.

9. The signed certifications of all subrecipients shall be kept on file with recipient.

DOEA FORM 112A
(Revised April 2001)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

ATTACHMENT II

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, signed February; 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

(1) The prospective recipient certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with the Department of Elder Affairs by any federal department or agency.

(2) Where the prospective recipient is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification.

Signature_____

Date_____

_____
Name and Title of Authorized Individual
(Print or type)

Monroe County Board of Commissioners
Name of Organization

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY SUZANNE A. HUTTON
DATE 7/08/02

DOEA FORM 112B
(Revised April 2001)

Audit Attachment

The administration of funds awarded by the Department of Elder Affairs to the Alliance and to any sub-recipient through contracts with the Alliance may be subject to audits and/or monitoring as described in this section by the department, and other authorized state personnel or federal personnel.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller, Auditor General or federal personnel.

OTHER REQUIREMENTS

If the recipient is a non profit organization, the Oath of Not for Profit Status form (EXHIBIT 2 of this attachment) must be completed and returned to the Alliance with the signed contract.

AUDITS

PART I: FEDERALLY FUNDED

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

1. In the event that the recipient expends $300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Federal funds awarded through the Alliance by this agreement, if any, are indicated in Section II. A. of the contract(s) of which this document is an attachment. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal funds received from the Alliance. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

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

3. If the recipient expends less than $300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $300,000 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 funds (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Information regarding audit requirements contained in OMB Circular A-133 and 215.97, Florida Statutes (F. S.), can be obtained from the following web-sites: **http://www.whitehouse.gov/omb/circulars/** and **http://www.leg.state.fl.us/**

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of $300,000 in any fiscal year of such recipient, the recipient 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 Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General. State grants and aids amounts awarded through the Alliance by this agreement are indicated in Section II., A. of the contract(s) of which this agreement is an attachment. In determining the State awards expended in its fiscal year, the recipient shall consider all sources of State awards, including State funds received from the Alliance, other state agencies, and other non-state entities except that State awards received by a non-state entity for Federal program matching requirements shall be excluded from consideration.

2. In connection with the audit requirements addressed in Part II, paragraph 2, the recipient shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a reporting package as defined by Section 215.97, Florida Statutes, and Chapter 10.550 (local governmnetal entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, to include an auditor's examination attestation report, management assertion report (alternatively, management's assertion may be included in the management representation letter), and a schedule of State financial assistance. The department additionally requires a supplemental schedule of functional expenses be prepared, by service, as defined by the department, including units of service delivered. This supplemental schedule shall be prepared using the same methodology as used in determining the contractual rates.

   The auditor's examination attestation report must indicate whether management's assertion as to compliance with the following requirements is fairly stated, in all material respects: activities allowed or unallowed; allowable costs/cost principles; matching (if applicable), and; reporting.

3. If the recipient expends less than $300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $300,000 in State awards 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 non-State funds (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. If an audit is not required or performed, the head of the recipient entity or organization must provide a written attestation, under penalty of perjury, that the recipient has complied with the allowable cost provisions (congruent with the department's Client Services Manual, the Comptroller's Voucher Processing Handbook, and OMB Circular A-122 or A-87, if applicable). EXHIBIT 1 to this attachment provides an example attestation document that should be used by the agency head or authorized signatory for contracts to attest to compliance with these provisions.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following within 45 days of receipt of the report but no later than nine (9) months of recipient's fiscal year end:

   A. The Alliance for Aging, Inc., at the following address

      Attn.: Pedro Jove, Director of Administration
      9500 South Dadeland Boulevard, Suite 400
      Miami, FL 33156

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

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

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

2. The recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Alliance at the following address within 45 days of receipt of the report but no later than nine (9) months of recipient's fiscal year end:

   Alliance for Aging, Inc.
   Attn: Pedro Jove, Director of Administration
   9500 South Dadeland Boulevard, Suite 400
   Miami, FL 33156

3. Copies of audits and reporting packages required by PART II of this attachment shall be submitted by or on behalf of the recipient directly to each of the following within 45 days of receipt of the report but no later than nine (9) months of recipient's fiscal year end:

   A. The Alliance for Aging, Inc. at the following address:

   Alliance for Aging, Inc.
   Attention: Pedro Jove, Director of Administration
   9500 South Dadeland Boulevard, Suite 400
   Miami, Florida 33156

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

   State of Florida Auditor General
   Room 574, Claude Pepper Building
   111 West Madison Street
   Tallahassee, Florida 32302-1450

4. Any reports, management letters, or other information required to be submitted to the Alliance pursuant to this attachment shall be submitted timely in accordance with OMB Circular A-133, 215.97 Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable and should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the package.

5. Recipients, when submitting the above referenced audit reports to the Alliance, should indicate the date that the audit report was delivered to the recipient in correspondence accompanying the audit report.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this attachment for a minimum period of **five (5)** years from the date the audit report is issued or longer if requested by the Alliance in writing, and shall allow the Alliance, the Department of Elder Affairs or its authorized designee and the Comptroller or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Alliance, the Department of Elder Affairs or its designee, and the Comptroller or Auditor General upon request, for a minimum period of **five (5)** years from the date the audit report is issued, or longer if requested in writing by the department.

PART V: SPECIFIC REQUIREMENTS OF DEPARTMENT ADMINISTERED PROGRAMS

Interest earned on general revenue funds must be returned to the department. Interest earned on federal funds may be used to expand, improve, or sustain the program from which it is generated. A chart is included in all contracts identifying the funding source(s), program titles, applicable CFDA or CSFA numbers and the amount of funds granted.

Specific requirements for match, co-payments, and program income applicable to programs administered by the department are outlined in the following applicability chart. Brief definitions of terms used in the chart are included.

APPLICABILITY CHART

	Match	Program income	Co-payment
(CCE) Community Care for the Elderly Program	◆ recipients must match at least 10 percent of the cost for all Community Care for the Elderly services. ◆ match may be either by cash, certified public expenditure, or third-party in-kind ◆ all CCE funds expended must be properly matched at the end of the contract period ◆ CCE core service funds cannot be used as match for AAA administration costs	◆ may be deposited in an interest bearing account and used to increase services in the same contract year as earned or carried forward and spent in the next state fiscal year ◆ voluntary contributions may be used to meet local match requirements	◆ must be used to increase services in the same contract year as earned or carried forward and spent in the next state fiscal year to increase services. ◆ can not be used for cost sharing or match
(HCE) Home Care for the Elderly Program		◆ may be spent in the same contract year as earned, or carried forward and spent in the next state fiscal year	
(ADI) Alzheimer's Disease Initiative		◆ may be deposited in an interest bearing account and used to increase services in the same contract year as earned or carried forward and spent in the next state fiscal year	◆ must be used to increase services in the same contract year as earned or carried forward and spent in the next state fiscal year to increase services. ◆ can not be used for cost sharing
(LSP) Local Service Programs		◆ may be spent in the same contract year as earned or carried forward and spent in the next state fiscal year	

	Match	Program income	Co-payment
(OAA) Older Americans Act Program	◆ OAA funds cannot be used for match for other federal programs. ◆ match for AAA's: formula is 85-10-5 (85% Fed., 10% AAA, 5% state). An Area Agency's expenditures may not exceed 75 percent of the cost of administering its area plan. ◆ match may be either by cash, certified public expenditure, or third-party in-kind ◆ Sub-recipients match requirement is 10%	◆ program income must be expended during the contract period in which it is earned and must be used to expand, improve, or sustain the program from which it is generated. ◆ voluntary contributions can not be used for cost sharing or match	◆ complies with Older Americans Act Amendments of 2000, Section 315, in regard to consumer contributions

APPLICABILITY CHART DEFINITIONS

AAA. Area Agency on Aging

Program Income. Program income means gross income earned by a recipient from activities which are supported by a grant; i.e., when at least some of the cost of the activity is a direct cost of the grant or indirect cost which helps match requirements of the grant. Program income includes contributions for meals or other supportive services, proceeds from the sale of tangible personal property purchased for the program, fees for the usage or rental of such property, and patent or copyright royalties for materials developed through the program. Revenue generated from a particular activity of the recipient/sub-recipient for which Department funds were used to cover at least half the cost is considered program income. **Note:** Money donated (cash donation) without earmark to the project by the donor should not be declared in an audit to be "program income"

Cash Donations. Cash donations are money donated without earmark to the project by the donor. These donations, when used as match, cannot be earmarked for any specific expenditure but are to be budgeted normally. Cash donations are not program income.

Match. When general revenue funded contracts require match, it may be either by cash, certified public expenditure, or third-party in-kind. The non-federal share used to match OAA funds may be cash, certified public expenditure, or third-party in-kind.

Co-payments. Fees assessed and collected according to a sliding scale based on the consumer's income for CCE and ADI services.

In-Kind Resources. In-kind resources must be identified in project records, necessary to project's achievement, reasonable and in proportion to time used for project, claimed after use in the project and, not included as contributions for other programs unless specifically allowed.

In-kind contributions represent a value placed on noncash contributions provided to the recipient of a contract. In-kind contributions may consist of actual charges for real property and equipment, and the value of goods and services that directly benefit and are identified with project activities. This may include staff time contributed by state and local agencies not otherwise matched or supported by federal funds.

MANAGEMENT ATTESTATION LETTER

Contract or Agreement Number: _____

I, _____, hereby attest under penalty of perjury
(recipient's authorized representative)

that _____, based on the criteria
(recipient agency name)

set forth in the Audit Attachment, PARTS I and II, that:

A. The above named recipient agency is **not** required to provide an audit report or reporting package because [*check applicable statement(s)*]:

☐ the above-named entity does not expend $300,000 or more in total federal awards in its fiscal year and therefore **is not** required to have a single or program-specific audit performed in accordance in OMB Circular A- 133, as revised, and/or;

☐ the above-named entity does not expend a total amount equal to or in excess of $300,000 in state awards in its fiscal year and therefore **is not** required to have a State single or program-specific audit in accordance with section 215.97, Florida Statutes.

B. The recipient has complied with the allowable cost provisions [congruent with State and Federal law, the Department of Elder Affairs' Client Services Manual, the Comptroller's Voucher Processing Handbook, and Office of Management and Budget (OMB) Circular A-122, A-110, or A-87, whichever is applicable].

By making this statement the recipient has considered not only funding or awards from the department, but all sources of Federal and State funding or awards.

Fiscal year ended _____.
(Month, day, year)

_____
(*Signature*)

_____
(Title)

_____
(Date)

Attachment III
Exhibit - 2

Oath of Not for Profit Status

Contract or Agreement Number: PA 329

As an authorized representative for the Recipient identified herein, and in the above referenced document(s), I do hereby swear under oath that this entity is currently a "not for profit"(non-profit) organization as defined in section 501(c)(3)of the Internal Revenue Code. If this non-profit status changes for any reason during the life of the above referenced contract or agreement, the Alliance for Aging will be notified in writing immediately.

_____
Name of Recipient entity

_____
Signature of Authorized Representative

_____
Printed name and **Title** of Authorized Representative

_____
Date of Oath

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

ATTACHMENT IV

Federal Grants Management regulations and the Florida Single Audit Act require financial management systems for recipients of state and federal funds to be capable of providing certain information, assuring accuracy and accountability, in accordance with prescribed reporting requirements. These reporting requirements may require certain calculations or the provision of specified data to fully disclose the financial results of each federally funded or state-sponsored program.

To ensure the integrity of the State's accounting systems are not compromised, the following language was composed to protect the interests of the State and the elderly population of Florida who rely on the programs in place to assist them in preserving the quality and duration of their lives.

The undersigned, an authorized representative of the recipient named in the contract or agreement to which this form is an attachment, hereby certifies that:

(1) The recipient and any sub-recipients of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

(2) Management Information Systems used by the recipient, sub-recipient(s), or any outside entity on which the recipient 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, recipient(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 recipient (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 recipient 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 recipient and any sub-recipient(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 recipient shall require that the language of this certification be included in all subcontracts, 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 Department of Management Services (DMS) Memorandum No. 6 (98-99) and OMB Circulars A-102 and A-110.

Monroe County Board of Commissioners, Gato Building, 1100 Simonton Street, Key West, Florida 33040
Name and Address of Recipient

Signature _____ Title _____ Date _____

Name of Authorized Signer
(Revised July 2001)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
SUZANNE A. HUTTON
DATE 7/08/02

ATTACHMENT V

MINIMUM GUIDELINES FOR RECIPIENT GRIEVANCE PROCEDURES APPLICABLE TO ALL ADVERSE ACTIONS DEEMED TERMINATIONS, SUSPENSIONS, OR REDUCTIONS IN SERVICE

Medicaid Waiver clients have the right to request a fair hearing from the Department of Children and Families(DCAF) Office of Appeal Hearings in addition to or as an alternative to these procedures.

NOTICE TO THE RECIPIENT OF THE ADVERSE ACTON TO BE TAKEN AND EXPLANATION OF THE GRIEVANCE PROCEDURES FOR REVIEWING THAT DECISION

- The recipient must be informed by the decision maker of the action, in writing, no less than 10 calendar* days prior to the date the adverse action will be taken.
  (Prior notice is not applicable where the health or safety of the individual is endangered if action is not taken immediately; however, notice must be made as soon thereafter as practicable.)

- Services cannot be reduced or terminated, nor any adverse action taken during the 10 day period.

- The Notice must contain:
  a statement of what action is intended to be taken;
  the reasons for the intended action;
  an explanation of:

  1) the individual's right to a grievance review if requested in writing and delivered within 10 calendar* days of the Notice postmark (assistance in writing, submitting and delivering the request must be offered and available to the individual);
  2) in Medicaid Waiver actions, the individual's right to request a fair hearing from DCAF;
  3) the individual's right, after a grievance review, for further appeal;
  4) the right to seek redress through the courts if applicable;

  a statement that current benefits will continue if a grievance review is requested, and will continue until a final decision is made regarding the adverse action; and
  a statement that the individual may represent himself/herself or use legal counsel, a relative, a friend, or other qualified representative in the requested review proceedings.

- All records of the above activities must be preserved in the client's file.

GRIEVANCE REVIEW PROCEDURE UPON TIMELY RECEIPT OF A WRITTEN REQUEST FOR REVIEW

- Within 7 calendar* days of the receipt of a request for review, the provider must acknowledge receipt of the request by a written statement delivered to the requester. This statement must also provide notice of:
  the time and place scheduled for the review;
  the designation of one or more impartial reviewers who have not been involved in the decision at issue;
  the opportunity to examine, at a reasonable time before the review, the individual's own case record, and to a copy of such case record at no cost to the individual;
  the opportunity to informally present argument, evidence, or witnesses without undue interference at a reasonable time before or during the review;
  a contact person for any accommodations required under the Americans with Disabilities Act; and assistance, if needed, in order to attend the review; and the stopping of the intended action until all appeals are exhausted.

- All grievance reviews must be conducted at a reasonable time, date and place by one or more impartial reviewers who have not been directly involved in the initial determination of the action in question.

- The reviewer(s) must provide written notification to the requester, within 7 calendar* days after the grievance review, stating:
  the decision, the reasons therefore in detail;
  the effect the decision has on current benefits, if favorable, or the circumstances regarding continuation of current benefits until all appeals are exhausted;
  the individual's right to appeal an adverse decision to the Area Agency on Aging by written request within 7 calendar* days, except in decisions involving the professional judgement of a legal assistance provider;
  the availability of assistance in writing, submitting and delivering the appeal to the appropriate agency;
  the opportunity to be represented by himself/herself or by legal counsel, a relative, a friend or other qualified representative;
  for legal assistance service appeals, the individual's right to file a grievance with the Florida Bar regarding complaints related to the actual legal representation provided.

PROCEDURE FOR APPEALS OF A GRIEVANCE REVIEW DECISION UPON TIMELY RECEIPT OF A WRITTEN APPEAL TO THE AREA AGENCY ON AGING

- Within 7 calendar* days of the receipt of a notice of appeal of a grievance review decision, the AAA must acknowledge receipt of the notice of appeal by a written statement delivered to the appellant. This statement must also provide notice of:
  the time and place scheduled for the appeal;
  the designation of one or more impartial AAA officials who have not been involved in the decision at issue;
  the opportunity to examine at a reasonable time before the appeal the individual's own case record to date, and to a copy of such case record at no cost to the individual;
  the opportunity to informally present argument, evidence, or witnesses without undue interference during the appeal;
  assistance, if needed, in order to attend the appeal;
  and the stopping of the intended action until all appeals are exhausted.

- All appeals of grievance reviews must be conducted at a reasonable time, date and place by one or more impartial AAA officials who have not been directly involved in the initial determination of the action in question.

- The designated AAA official(s) must provide written notification to the requester within 7 calendar* days after considering the grievance review appeal, stating:
  the decision, and the reasons therefore in detail;
  the effect the decision has on current benefits, if favorable, or the circumstances regarding continuation of current benefits until all appeals are exhausted;
  the individual's right to appeal, if applicable.

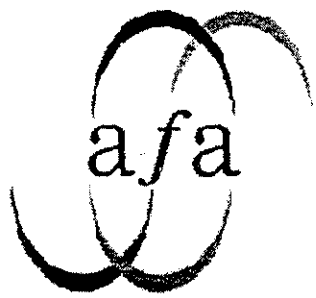
- Except for Medicaid Waiver actions, the decision of the AAA shall be the final decision;
  and the availability of assistance in requesting a fair hearing, including a notice regarding accommodations as required by the ADA.

- All records of the above activities must be preserved and remain confidential. A copy of the final decision must be placed in the client's file.

*** In computing any period of time prescribed or allowed by these guidelines, the last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.**

Department of Elder Affairs Logos

Alliance for Aging, Inc. Logo



Alliance for Aging, Inc.
Answers on Aging.