Memorandum

MIAMI-DADE COUNTY

Date: July 20, 2010

Agenda Item No. 3(A)(1)(D)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Ratifying the Action to Receive and Expend Federal Older American Act Title III Funds From the Alliance for Aging, Inc. in the Approximate Amount of $355,100 for Continuation of Miami-Dade County Community Action Agency's Transportation Services for the Elderly

---

Recommendation

The Miami-Dade County Community Action Agency Board (CAA Board) recommends that the Board of County Commissioners (BCC) approve the attached resolution to ratify the action to receive and expend Federal Older American Act Title III funds from the Alliance for Aging, Inc. in the approximate amount of $355,100 for the continuation of transportation services for the elderly administered by the Miami-Dade County Community Action Agency (CAA) for the term of January 1, 2010 through December 31, 2010 (See Attachments A and B); and to delegate the authority to the County Mayor or County Mayor's designee to receive and expend future funds in subsequent years should they become available under this Federally funded program for this purpose; and to include executing any agreements approved by the County Attorney's Office for the provision of transportation services.

Scope

The Older American Act Title III funding provides transportation services countywide for the elderly.

Fiscal Impact/Funding Source

There is no fiscal impact to the County for the administration of these services. The Federal Older Americans Act Title III funds from the Alliance for Aging, Inc. does not require a County match for transportation services and there are no administrative costs associated with the funding; all funds are used for direct services. The costs per client as delineated in Attachment 1 is $7.41 per trip with an estimated 1,273 clients receiving services.

Track Record/Monitor

The CAA Transportation Coordinator will be responsible for administrative oversight and monitoring of this grant.

Background

The Miami-Dade County Department of Human Services (DHS) received and administered the Older American Act Title III Title funding for approximately 30 years. In 2009, the transportation unit was transferred from DHS to the CAA. This resolution formally transfers the grant from DHS to CAA to administer the program. The funding is provided by the Federal Government under the Older Americans Act, which distributes the funds through the State of Florida Department of Elder Affairs to the Alliance for Aging, Inc. the local area agency on aging.

The Alliance for Aging subsequently contracts with the County to provide these services. Clients are transported to and from adult daycare centers, grocery stores, shopping malls, social/recreational activities or educational events within the community.

Attachments

Special Assistant for Social Services

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: July 20, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 3(A)(1)(D)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(A)(1)(D)
7-20-10

RESOLUTION NO. _____

RESOLUTION RATIFYING THE ACTION TO RECEIVE AND EXPEND FEDERAL OLDER AMERICAN ACT TITLE III FUNDS FROM THE ALLIANCE FOR AGING, INC. IN THE APPROXIMATE AMOUNT OF $355,100 FOR THE CONTINUATION OF MIAMI-DADE COUNTY COMMUNITY ACTION AGENCY'S TRANSPORTATION SERVICES FOR THE ELDERLY

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the county's action to receive and expend Federal Older American Act Title III funds from the Alliance for Aging, Inc. for the continuation of transportation services for the elderly provided by the Miami-Dade County Community Action Agency; authorizes the County Mayor or County Mayor's designee to execute any contracts, amendments, modifications, cancellation and termination clauses; and to receive and expend subsequent future funds should they become available under this program for this purpose on behalf of Miami-Dade County, Florida as approved by the County Attorney's Office.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of July, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shannon D. Summerset

CONTRACT AA-1017 **Page 1**

THIS AGREEMENT is entered into between the Alliance for Aging, Inc., hereinafter referred to as the "Alliance" and "Miami-Dade County, a political subdivision of the State of Florida (the "County") through its Community Action Agency ("CAA").", hereinafter referred to as the "contractor." THIS CONTRACT IS SUBJECT TO FURTHER MODIFICATION IN ORDER TO INCORPORATE CERTAIN PASS-THROUGH LANGUAGE REQUIRED BY THE STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS. ALL SUBSEQUENT MODIFICATIONS WILL BE MADE THROUGH AMENDMENTS TO THIS CONTRACT.

All attachments are an integral part of this agreement and incorporated by reference.

The Budget Summary by Title is as follows:
Title III B (CFDA/CSFA # 93.044): $248,481

1. 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
Transportation	$7.41	33,533	$248,481
Total Contract			**$248,481**

2. This agreement shall begin on January 1, 2010 or the date it has been signed by both parties, whichever is earlier.

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

PROVIDER:

	Miami Dade County		ALLIANCE FOR AGING, INC.
SIGNED BY:	[signature]	SIGNED BY:	[signature] for Max B. Rothman, JD, LL.M.
NAME:	for George M. Burgess	NAME:	
TITLE:	County Manager	TITLE:	President & CEO
DATE:	1/7/10	DATE:	1/7/10

6

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

2. Incorporation of Documents within the Contract
The contract will incorporate attachments, proposal(s), area plan(s), grant agreements, relevant Alliance 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, 2010 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. 2010.

4. Contract Amount
The Alliance agrees to pay for contracted services according to the terms and conditions of this contract 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, the Alliance 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 Alliance and the availability of funds.

6. Compliance with Federal Law

6.1. If this contract contains federal funds the following shall apply:
The provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.

6.1.1. 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 Alliance.

6.1.2. 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 Alliance 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 Alliance 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 Alliance.

7. <u>Compliance with State Law</u>

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 the contract under state law:

7.2.1. The contractor will provide units of deliverables, including reports, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept in writing prior to payment.

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 travel expenses in accordance Alliance for Aging travel reimbursement rates., 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 when required by the Alliance, 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 Alliance 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 state's discriminatory vendor list as defined in s. 287.134, F.S., may not transact business with the Alliance.

7.5. The contractor will not expend contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

8. <u>Grievance Procedures</u>

The contractor shall develop and implement 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).

9. Audits, Inspections, Investigations. Public Records and Retention

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

9.2. 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 Alliance.

9.3. Upon demand, at no additional cost to the Alliance, the contractor will facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 9.2.

9.4. To assure that the records described in Paragraph 9 shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Alliance.

9.5. At all reasonable times for as long as records are maintained, persons duly authorized by the Alliance 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.

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

9.7. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General of the State of Florida.

10. Nondiscrimination-Civil Rights Compliance

10.1. 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 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.

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

10.3 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.

10.4 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 Alliance may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

11. Provision of Services

The contractor will provide services in the manner described in ATTACHMENT I and as per the 2009 Florida Department of Elder Affairs Programs and Services Handbook or any revisions made thereafter.

12. Monitoring by the Alliance

The contractor will permit persons duly authorized by the Alliance 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 Alliance of the satisfactory performance of the terms and conditions of this contract. Following such review, the Alliance will deliver to the contractor a written report of its findings and request for development, by the contractor, of a corrective action plan where appropriate. The contractor hereby agrees to timely correct all deficiencies identified in the corrective action plan.

13. Indemnification

13.1. The contractor shall indemnify, save, defend, and hold harmless the Alliance 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 Alliance for claims, demands, actions or causes of action arising solely out of the Alliance's negligence.

14. Insurance and Bonding

14.1. 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, 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 Alliance has the most current written verification of insurance coverage throughout the term of this contract. The Alliance reserves the right to require additional insurance as specified in this contract.

14.2. 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.

15. 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.

16. **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).

17. **Incident Reporting**

17.1. The contractor shall notify the Alliance immediately, but no later than forty-eight (48) hours from, the contractor's awareness or discovery of conditions that may materially affect the contractor or subcontractor's ability to perform the services required to be performed under this contract.

17.2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). This provision is binding upon both the contractor and its employees.

18. **Sponsorship and Publicity**

18.1. The contractor 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.

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

19. **Assignments**

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

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

20. **Subcontracts**

20.1 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 Alliance deems necessary. The contractor further agrees that the Alliance shall not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the Alliance against any such claims.

20.2 The contractor shall promptly pay any subcontractors upon receipt of payment from the Alliance. Failure to make payments to any subcontractor or supplier without reasonable cause within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding

balance due, unless otherwise stated in the contract between the contractor and subcontractor, will result in a penalty as provided by statute.

21. 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 Alliance and shall not hold themselves out as employees or agents of the Alliance without specific authorization from the Alliance. It is the further intent and understanding of the parties that the Alliance 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.

22. 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 Alliance'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 Alliance's finance 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. The recipient is aware and accepts that all units of service not reported after a maximum of ninety (90) days after the date of service will not be honored and paid by the Alliance. These units will be considered forfeited.

23. Return of Funds

The contractor will return to the Alliance any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the contractor by the Alliance. 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 Alliance. In the event that the Alliance first discovers an overpayment has been made, the Contract Manager, on behalf of the Alliance, will notify the contractor by letter of such findings. Should repayment not be made forthwith, the contractor will be charged a rate of interest equal to the average rate of discount of the Federal Reserve Bank of New York for the year preceding execution of this contract plus 5 percentage points on the outstanding balance, after Alliance notification or contractor discovery.

24. 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.

25. 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 Alliance any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The 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.

26. **Public Entity Crime**

The following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Alliance. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Alliance.

27. **Purchasing**

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 and 287.045, F.S.

28. **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 Alliance for Aging. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the Alliance for Aging.

29. **Emergency Preparedness and Continuity of Operations**

29.1. 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 Alliance of emergency provisions.

29.2. 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.

30. 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.

31. 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.

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

33. Entire Contract
This contract contains all the terms and conditions agreed upon by the parties. No oral agreements or representations shall be valid or binding upon the Alliance or the contractor unless expressly contained herein or by a written amendment to this contract signed by both parties.

34. 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.

35. 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.

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

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

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

39. 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 Alliance.

40. Final Invoice
The contractor shall submit the final invoice for payment to the Alliance 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 Alliance may not honor any

requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the contractor and necessary adjustments thereto have been approved by the Alliance.

41. Renegotiations or Modifications

Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Alliance's operating budget.

42. Termination

42.1. 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 Contractor or the representative of the contractor responsible for administration of the contract.

42.2. In the event funds for payment pursuant to this contract become unavailable, the Alliance may terminate this contract upon no less than twenty-four (24) hours notice in writing to the 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 Alliance 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.

42.3. This contract may be terminated for cause upon no less than twenty-four (24) hours notice in writing to the contractor. If applicable, the Alliance 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 Alliance's or the contractor's rights to remedies at law or in equity.

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

43. All Terms and Conditions Included

This contract and its Attachments, I - IX, A and B, 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.

INDEX TO CONTRACT ATTACHMENTS

ATTACHMENT	ATTACHMENT DESCRIPTION	PAGE
ATTACHMENT I	STATEMENT OF WORK	12-24
ATTACHMENT II	CERTIFICATION REGARDING LOBBYING	25
ATTACHMENT III	FINANCIAL COMPLIANCE AUDIT ATTACHMENT	26-28
ATTACHMENT III EXHIBIT-2	PART I: AUDIT RELATIONSHIP DETERMINATION	29-30
ATTACHMENT IV	CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE	31
ATTACHMENT V	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS	32
ATTACHMENT VI	ASSURANCES – NON-CONSTRUCTION PROGRAMS	33-34
ATTACHMENT VII	BLANK	35
ATTACHMENT VIII	CONTRACT REPORT CALENDAR ADVANCE BASIS SCHEDULE	36
ATTACHMENT IX-A	RECEIPTS AND EXPENDITURES – TITLE III ADMINISTRATION	37
ATTACHMENT IX-B	RECEIPTS AND EXPENDITURES – TITLES IIIB, C1, C2, D1 AND D2	38
ATTACHMENT IX-C	RECEIPTS AND EXPENDITURES – TITLE IIIE	39
ATTACHMENT X	REQUEST FOR PAYMENT	40
ATTACHMENT A	DEPARTMENT OF ELDER AFFAIRS PROGRAMS & SERVICES HANDBOOK (ON CD)	41
ATTACHMENT B	DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST AND INSTRUCTIONS	42-47

CONTRACT AA-1017
ATTACHMENT I
STATEMENT OF WORK
OLDER AMERICANS ACT PROGRAM

SECTION I: SERVICES TO BE PROVIDED

1.1. DEFINITIONS OF TERMS AND ACRONYMS

1.1.1. CONTRACT ACRONYMS

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

1.1.2. PROGRAM SPECIFIC TERMS

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 Alliance 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 Alliance.

Child: An individual who is not more than 18 years of age or an individual with disability.

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

Frail: When an older individual is 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.

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

1.2. ALLIANCE MISSION STATEMENT

The Alliance's mission is to foster an optimal quality of life for elder Floridians. The Alliance'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 Alliance's mission, vision, and program priorities.

1.2.1. Older Americans Act Program Mission Statement

The Older Americans Act (OAA) Program is a federal program 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 primary purpose of the OAA program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. The OAA program uses these systems to assist older individuals to attain and maintain maximum independence and dignity in a home environment and allows for the capability of self-care with appropriate supportive services.

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.

1.3.3. Scope of Service

The contractor is responsible for the programmatic, fiscal, and operational management of the Title IIIB, IIIC1 and 2, HID and HIE programs of the Older Americans Act within its designated Planning and Service Areas (PSAs). The scope of service includes planning, coordinating and assessing the needs of older persons, and assuring the availability and quality of services. The services shall be provided in a manner consistent with and described in the current contractor's area plan update and the current Alliance Programs and Services Handbook, **(ATTACHMENT A).**

1.3.4. Major Program Goals

The major goals of the OAA program are to improve the quality of life for older individuals, preserve their independence and prevent or delay more costly institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives that meet the diverse needs of elders and their caregivers.

1.4. INDIVIDUALS TO BE SERVED

1.4.1. Eligibility (Title III Programs)

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.

1.4.1.2. **OAA Title IIIB, Supportive Services**
(1)Individuals age 60 or older; and

(2)Information and Referral/Assistance services are provided to individuals regardless of age.

1.4.1.3. **OAA Title IIIC1 and C2, Nutrition Services, General**
General factors that should be considered in establishing priority for Nutrition Services, both C1 and C2, include those older persons who:

(1)Cannot afford to eat adequately;
(2)Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
(3)Have limited mobility which may impair their capacity to shop and cook for themselves; or

(4)Have a disabling illness or physical condition requiring nutritional support or have been screened at a high nutritional risk.

1.4.1.3.1. **OAA Title IIIC1, Congregate Nutrition Services**
In addition to meeting the general nutrition services eligibility requirements listed in **ATTACHMENT I, Paragraph 1.4.1.3.**, individuals must be mobile, not homebound and physically, mentally and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include:

(1)Individuals age 60 or older; and

(2)Any spouse (regardless of age) who attends the dining center with his/her eligible spouse;

(3)Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;

(4)Disabled persons who reside at home with and accompany an eligible person to the dining center; and

(5)Volunteers, regardless of age, who provide essential services on a regular basis during meal hours.

1.4.1.3.2. **OAA Title IIIC2, Home Delivered Nutrition Services**
In addition to meeting the general nutrition services eligibility requirements listed in **ATTACHMENT I, Paragraph 1.4.1.3.**, individuals must be homebound and physically, mentally or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include:

(1)Individuals age 60 or older who are also frail and homebound by reason of illness, disability or isolation;

(2)The spouse of a homebound eligible individual, regardless of age, if the provision of the collateral meal supports maintaining the person at home;

(3)Individuals with disabilities, regardless of age, who reside at home with eligible individuals and are dependent on them for care; and

(4)Persons at nutritional risk who have physical, emotional or behavioral conditions, which would make their presence at the congregate site inappropriate; and persons at nutritional risk who are socially or otherwise isolated and unable to attend a congregate nutrition site.

1.4.1.4. **OAA Title IIIE, Caregiver Support Services**
(1)Family caregivers of individuals age 60 or older;

(2)Grandparents (age 55 or older) or older individuals (age 55 or older) who are relative caregivers;

(3)Priority will be given to family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and for grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities; and

(4)For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term "frail" in OAA, Section 102 Paragraph 22.

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 the following tasks are performed:

(1) Client eligibility determination as listed in **ATTACHMENT I, Paragraph 1.4;**
(2) Targeting and screening of service delivery for new clients;
(3) Delivery of services to eligible clients;
(4) Use of volunteers to expand the provision of available services; and
(5) Monitoring the performance of its contractors.

2.1.1. **Targeting and Screening of Service Delivery for New Clients**

The contractor shall develop and implement policies and procedures consistent with OAA targeting and screening criteria.

2.1.2. **Delivery of Services to Eligible Clients**

The contractor shall provide a continuum of services that meets the diverse needs of elders and their caregivers. The contractor shall perform and report performance of the following services in accordance with **ATTACHMENT A.** The services funded pursuant to this contract are in accordance with the OAA, Title III, sections 321, 331, 336, 361 and 373 as follows:

(1)Section 321, Title IIIB Supportive Services;
(2)Section 331, Title IIIC1 Congregate Nutrition Services;
(3)Section 336, Title IIIC2 Home Delivered Nutrition Services;
(4)Section 373, Title IIIE Caregiver Support Services; and
(5)Sections 321 and 373 - Information and Referral/Assistance Access Services (Elder Helplines)

2.1.2.1. **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;
(19)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.

2.1.2.2.1. **Congregate Nutrition Services**

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

(1)Congregate meals;
(2)Congregate meals screening;
(3)Nutrition education and nutrition counseling; and
(4)Outreach.

2.1.2.2.2. **Home Delivered Nutrition Services**

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

(1)Home delivered meals;
(2)Nutrition education and counseling; and
(3)Outreach.

2.1.2.3. **Caregiver Support Services Program**

The Caregiver Support Services Program components are designated in the Client Information and Registration Tracking System (CIRTS) as follows:

(1)Caregiver Support Services (IIIE Program);
(2)Caregiver Supplemental Services (IIIES Program); and
(3)Grandparent Support Services (IIIEG Program)

2.1.2.4. **Caregiver Support Services (IIIE Program)**
The following services are intended to provide direct help to caregivers, assist in the areas of health, nutrition and financial literacy and assist caregivers in making decisions and problem solving related to their caregiving roles and responsibilities:

(1) Adult Day Care/Adult Day Health Care;
(2) Caregiver Training/Support;
(3) Counseling (Gerontological and Mental Health); Education/Training;
(4) Financial Risk Reduction (Assessment and Maintenance);
(5) Information;
(6) Intake;
(7) Outreach;
(8) Referral/Assistance;
(9) Respite;
(10) Screening and assessment;
(11) Transportation.

2.1.2.5. **Caregiver Support Supplemental Services (IIIES Program):** At least 10 percent, but no more than 20 percent, of the total Title IIIE funds shall be used to provide supplemental support services. The following services are provided to complement the care provided by caregivers.
(1)Chore Services;
(2)Housing Improvement;
(3)Legal Assistance;
(4)Material Aid; and
(5)Specialized Medical Equipment, Services and Supplies.

2.1.2.6. **Caregiver Support Grandparent Services (IIIEG Program):** At least 5 percent, but no more than 10 percent, of the total Title IIIE funds shall be used to provide support services to grandparents and older individuals who are relative caregivers. Services for grandparents or older individuals who are relative caregivers designed to help meet their caregiving obligations include:
(1)Caregiver Training/Support;
(2)Child Day Care;
(3)Counseling (Gerontological and Mental Health);
(4)Education/Training;
(5)Information
(6)Legal Assistance
(7) Outreach;
(8) Referral/Assistance
(9) Screening/Assessment;
(10) Sitter; and
(11) Transportation

2.1.3. **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.

2.2. 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-l 10) 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 Alliance 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 the Alliance 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-l 10), 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 section 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 Alliance, or purchased with funds provided through this contract without first obtaining the approval of the Alliance'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 Alliance'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-l 10).

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 Alliance. 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 ATTACHMENT A. The chart below lists the services that can be performed and the unit of measurement.

CONTRACT AA-1017

SERVICE		UNIT OF SERVICE
Adult Day Care/Adult Day Health Care Caregiver Training/Support Case Aid/Case Management Child Day Care Chore Services Companionship Congregate Meals Screening Counseling Services Escort Financial Risk Reduction Services Health Support Home Health Aide Homemaker Housing Improvement Intake	Interpreter/Translating Legal Assistance Medication Management Mental Health Counseling/Screening Nutrition Counseling Occupational Therapy Personal Care Physical Fitness Physical Therapy Recreation Respite Services Screening/Assessment Sitter Skilled Nursing Services Speech Therapy	Hour
Emergency Alert Response		Day
Education/Training Information Material Aid Medication Management Nutrition Education Outreach Referral/Assistance Specialized Medical Equipment, Services and Supplies Telephone Reassurance		Episode
Escort Shopping Assistance Transportation		One-Way Trip
Congregate and Home Delivered Meals		Meal

2.5 REPORTS

2.5.1 **The contractor is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Alliance. The contractor must establish due dates for any subcontractors that permit the contractor to meet the Alliance's reporting requirements.**

2.5.2. **Service Costs Reports**
The contractors shall submit to the Alliance 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.

2.5.3. **Surplus/Deficit Report**
The contractor will submit a consolidated surplus/deficit report in a format provided by the Alliance to the Alliance's Contract Manager by the 25th of each month. This report is for all agreements and/or contracts between the contractor and the Alliance. The report shall include the following:

(1)A list of all subcontractors and their current status regarding surplus/deficit;

(2)The contractor's detailed plan on how the surplus/deficit spending exceeding the threshold specified by the Alliance will be resolved;

(3)Recommendations to transfer funds to resolve surplus/deficit spending;

(4)Input from the contractor's Board of Directors on resolution of spending issues, if applicable

(5)Number of clients currently on Assessed Priority Consumer List (APCL) that receive a priority ranking score of 4 or 5.

2.5.4. **Disease Prevention and Health Promotion Services Reports**
The contractor shall submit detailed reports of health and wellness promotion, disease prevention and self-management activities in accordance with the requirements of the Alliance.

2.5.5. **OAA Annual Report**
The contractor will provide the Alliance with the data needed to complete the Older American's Act Annual Report.

2.6. RECORDS AND DOCUMENTATION

The contractor will ensure the collection and maintenance of client and service information on a monthly basis from the CIRTS or any such system designated by the Alliance. Maintenance includes valid exports and backups of all data and systems according to Alliance standards.

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 Alliance upon request.

2.7. PERFORMANCE SPECIFICATIONS

2.7.1. Outcomes

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

(2) The contractor shall timely submit to the Alliance 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.

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

(1)Percent of most frail elders who remain at home or in the community instead of going into a nursing home;

(2)Percent of Adult Protective Services (APS) referrals who are in need of immediate services to prevent further harm who are served within 72 hours;

(3)Average monthly savings per consumer for home and community-based care versus nursing home care for comparable client groups;

(4)Percent of elders assessed with high or moderate risk environments who improved their environment score;

(5)Percent of new service recipients with high-risk nutrition scores whose nutritional status improved;

(6)Percent of new service recipients whose ADL assessment score has been maintained or improved;

(7)Percent of new service recipients whose IADL assessment score has been maintained or improved;

(8)Percent of family and family-assisted caregivers who self-report they are very likely to provide care;

(9)Percent of caregivers whose ability to continue to provide care is maintained or improved after one year of service intervention (as determined by the caregiver and the assessor); and

(10)Percent of customers who are at imminent risk of nursing home placement who are served with community based services.

2.7.3. **Monitoring and Evaluation Methodology**

The Alliance 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, or an on-site visit. The Alliance's determination of acceptable performance shall be conclusive. The contractor agrees to cooperate with the Alliance in monitoring the progress of completion of the service tasks and deliverables.

2.8. CONTRACTOR'S FINANCIAL OBLIGATIONS

2.8.1. **Matching, Level of Effort, and Earmarking Requirements**

The contractor will provide match of at least 10 percent of the federal administrative funds received. The contractor's match will be made in the form of cash, general revenue administrative funds and/or in-kind resources. The contractor will assure, through a provision in subcontracts, a match requirement of at least 10 percent of the cost for all services funded through this contract except Title IIID. The subcontractor's match will be made in the form of cash and/or in-kind resources. Match must be reported by title each month. At the end of the contract period, all OAA funds must be properly matched.

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 Alliance 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 Alliance determines that the contractor is not spending service funds accordingly, the Alliance may transfer funds to other PSAs during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

2.9. ALLIANCE RESPONSIBILITIES

2.9.1. **Program Guidance and Technical Assistance**
The Alliance 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 Alliance 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 Alliance on forms 106A **(ATTACHMENT X)**, 105AA **(ATTACHMENT IX-A)**, 105AS **(ATTACHMENT IX-B)** and 105AE **(ATTACHMENT IXC)**.

3.1.1

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 Alliance by the State of Florida ("budget release"). The contractor shall provide the Alliance'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 Alliance's. If sufficient budget is available, the Alliance will issue approved advance payments after January 1, 2010.

3.2.3. Requests for the third 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 advance 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).

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 X)**, 105AA **(ATTACHMENT IX-A)**, 105AS **(ATTACHMENT IX-B)** and 105AE **(ATTACHMENT IX-C)**. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on Alliance forms.

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 Alliance 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 22 of this contract.

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

3.4.1. The contractor shall ensure subcontractors enter all required data per the Alliance's CIRTS Policy Guidelines for clients and services in the CIRTS database. Data must be entered into CIRTS before the subcontractors submit their request for payment and expenditure reports to the contractor. The contractor shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Alliance.

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

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 subcontractors 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
FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Alliance to the provider may be subject to audits and/or monitoring by the Alliance, 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 Alliance staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Alliance for Aging. In the event 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 Alliance to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by any level of government.

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 $500,000.00 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 Alliance by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Alliance. 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 $500,000.00 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 $500,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)

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

As an Alliance requirement the Statement of Functional Expenses need to be part of the Financial and Compliance Audit Report.

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 $500,000.00 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 Alliance of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Alliance by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Alliance, 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 $500,000.00 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 $500,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Alliance shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Alliance shall be fully disclosed in the audit report with reference to the Alliance agreement involved. If not otherwise disclosed as required by Rule 691-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Alliance in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Alliance retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

As an Alliance requirement the Statement of Functional Expenses need to be part of the Financial and Compliance Audit Report.

PART III: REPORT SUBMISSION

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

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

Alliance for Aging, Inc.
Attn: Carlos Lahitte
9500 South Dadeland Boulevard, Suite 400
Miami, FL 33156-2867

CONTRACT AA-1017

ATTACHMENT III

EXHIBIT-2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or 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 Alliance 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-l 10 - 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-l 10 - 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 691-5, Fla. Admin. Code
State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT IV

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

The undersigned, an authorized representative of the 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-l 10).

_____

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 Alliance 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 Alliance 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 Alliance may pursue available remedies, including suspension, and/or debarment.

7.The contractor may rely upon a certification of a prospective participant hi 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)

CONTRACT AA-1017

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 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.

11.Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C..1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C..7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12 Will comply with the Wild and Scenic Rivers Act of 1968 components of the national wild and scenic rivers system. (16 U.S.C..1721 et seq.) related to protecting components or potential

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-l 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

BLANK

CONTRACT AA-1017

ATTACHMENT VIII

CONTRACT REPORT CALENDAR ADVANCE BASIS CONTRACT

Report	Based On	Submit to the Alliance on this Date
1	January Advance*	January 1
2	February Advance*	January 1
3	January Expenditure Report	February 5
4	February Expenditure Report	March 5
5	March Expenditure Report	April 5
6	April Expenditure Report	May 5
7	May Expenditure Report	June 5
8	June Expenditure Report	July 5
9	July Expenditure Report	August 5
10	August Expenditure Report	September 5
11	September Expenditure Report	October 5
12	October Expenditure Report	November 5
13	November Expenditure Report/Jan. Adv.	December 5
14	December Expenditure Report/Feb. Adv.	January 5
15	Final Expenditure and Request for Payment Report	February 14
16	Closeout Report	February 28

Legend: * Advance based on projected cash need. ** Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Alliance, payment is to accompany the report.

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

Note # 2: The last two months of the recipient's fiscal reports covering actual expenditures shall reflect an adjustment repaying advances for the first two months of the agreement, if advances have not been recouped.

CONTRACT AA-1017

January 2010
Contract #AA 1017 ATTACHMENT IX-A
RECEIPTS AND EXPENDITURE
REPORT OLDER AMERICAN ACT

PROVIDER NAME, ADDRESS, PHONES AND FEID#	Program Funding Source:	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 $0.00	2. Actual Receipts For This Report $0.00	3. Total Receipts Year to Date $0.00	4. Percent of Approved Budget
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.	1. Approved Budget $0.00	2. Expenditures For This Report $0.00	3. Expenditures Year to Date $0.00	4. Percent of Approved Budget
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)	$0.00	$0.00	$0.00	
1. Match: CCE/GR HCE/GR	$0.00	$0.00	$0.00	
Other and In-Kind 2. Local Match	$0.00	$0.00	$0.00	
3. TOTAL	$0.00	$0.00	$0.00	

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

DOEA FORM 105aa revised 10/08

CONTRACT AA-1017

January 2010
Contract # AA 1017

ATTACHMENT IX-B

RECEIPTS AND EXPENDITURE REPORT OLDER AMERICAN ACT

PROVIDER NAME, ADDRESS, PHONES AND FEID#	Program Funding Source : IIIB IIIC1	THIS REPORT PERIOD FROM: TO:
	IIIC2	CONTRACT PERIOD:
		CONTRACT #
		REPORTS 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.	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
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 1.	2. Addition Cost Alternative Program Income	3.Interest a. Earned on GR
Program Income (PI)	a. Approved Budget $	Advances $
a. OAA Unbudgeted PI Receipts YTD $	b. Received YTD $	b. Return of GR Advance $
	c. Expenditures $	c. Other Earned
		$

RECEIPTS AND EXPENDITURE REPORT OLDER AMERICAN ACT ATTACHMENT IX-C

PROVIDER NAME, ADDRESS, PHONES AND FEIDS	Program Funding Source:	THIS REPORT PERIOD FROM: TO: CONTRACT PERIOD: CONTRACT S REPORTS PSAS

CERTIFICATION : 1 certify to the best of my knowledge and belief that this report is complete and all outlays in the contract set forth herein are for purposes

Prepared bv: Date: Approved bv:

PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget $0.00	2. Actual Receipts For This Report $0.00	3. Total Receipts Year to Date $0.00	4. Percent of Approved Budget
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 A: Direct Services 1. Personnel	1. Approved Budget $0.00	2. Expenditures For This Report $0.00	3. Expenditures Year to Date $0.00	4. Percent of Approved Budget
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 7.	$0.00	$0.00	$0.00	%
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	Mfl
5. Supplemental Services	$0 00	so.oo	000
6. TOTAL	$0.00		

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

FFY S

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

DOEA FORM 105AE revised 10/08

January 2010
REQUEST FOR PAYMENTOLDER AMERICANS ACT
Contract # AA 1017 ATTACHMENT X

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 be st of my knowledge that this request conforms with the terms and the purposes set forth in the above agreement.

Prepared Bv: Date: Approved Bv: Date:

PART A: BUDGET SUMMARY	d) ADMIN.	(2) IIIB	(3) IIIC1	(4) IIIC2	(5) IIIE	(6)	(7) Title	(6) TOTAL
1. Approved Agreement Amount.	0.00	0.00	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	0.00	0.00
3. Agreement Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Previous Funds REQUESTED for Agreement period.	0.00	0.00	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	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	0.00	0.00
2. Net Expenditures For Month	0.00	0.00	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	0.00	0.00
4. Total	0.00	0.00	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	0.00	0.00
2. Agreement Funds are Hereby Requested For	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3 DATE STAMP

DOEA FORM 106A revised 01/07

CONTRACT AA-1017
January 2010
Contract #
ATTACHMENT A

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

STATE OF FLORIDA ALLIANCE

CIVIL RIGHTS COMPLIANCE CHECKLIST		
Program/Facility Name	County	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 the Alliance? 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.

NA YES NO

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. YES NO

CONTRACT AA-1017

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.

YES NO

20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain.

YES NO

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF $50,000 OR MORE.

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

DOEA USE ONLY		
Reviewed By		Incompliance: YES ? NO* ?
Program Office		*Notice of Corrective Action Sent / /
Date	Telephone	Response Due / /
On-Site n Desk Review n		Response Received / /

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1.Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.

2.Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)

3.Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.

4.Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.

5.Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.

6.Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEA recipients and their sub-grantees, 45 CFR 80.4 (a).

7.Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?

8.Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).

9.Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and45CFR80.1(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 Alliance or the U.S. Alliance 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.

THIS AGREEMENT is entered into between the Alliance for Aging, Inc., hereinafter referred to as the "Alliance" and "Miami-Dade County, a political subdivision of the State of Florida (the "County") through its Community Action Agency ("CAA")., hereinafter referred to as the "contractor." THIS CONTRACT IS SUBJECT TO FURTHER MODIFICATION IN ORDER TO INCORPORATE CERTAIN PASS-THROUGH LANGUAGE REQUIRED BY THE STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS. ALL SUBSEQUENT MODIFICATIONS WILL BE MADE THROUGH AMENDMENTS TO THIS CONTRACT.

All attachments are an integral part of this agreement and incorporated by reference.

The Budget Summary by Title is as follows:
Title III B (CFDA/CSFA # 93.044): $106,619

1. 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
Transportation	$7.41	14,388	$106,619
Total Contract			**$106,619**

2. This agreement shall begin on January 1, 2010 or the date it has been signed by both parties, whichever is earlier.

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

PROVIDER:

Miami Dade Community Action Agency (CAA).

SIGNED BY: [signature] for

NAME: George M. Burgess

TITLE: County Manager

DATE: 1/11/10

ALLIANCE FOR AGING, INC.

SIGNED BY: [signature] for

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

TITLE: President & CEO

DATE: 1/11/10

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

2. Incorporation of Documents within the Contract
The contract will incorporate attachments, proposal(s), area plan(s), grant agreements, relevant Alliance 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, 2010 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, 2010.

4. Contract Amount
The Alliance agrees to pay for contracted services according to the terms and conditions of this contract 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, the Alliance 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 Alliance and the availability of funds.

6. Compliance with Federal Law

6.1. If this contract contains federal funds the following shall apply:
The provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.

6.1.1. 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 Alliance.

6.1.2. 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 Alliance 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 Alliance 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 Alliance.

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 the contract under state law:

7.2.1. The contractor will provide units of deliverables, including reports, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept in writing prior to payment.

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 travel expenses in accordance Alliance for Aging travel reimbursement rates., 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 when required by the Alliance, 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 Alliance 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 state's discriminatory vendor list as defined in s. 287.134, F.S., may not transact business with the Alliance.

7.5. The contractor will not expend contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

[illegible] Procedures

The contractor shall develop and implement grievance procedures to process and resolve client [illegible] with or denial of service(s), and address complaints regarding the termination, [illegible] or reduction of services, as required for receipt of funds. These procedures, at a minimum, [illegible] provide for notice of the grievance procedure and an opportunity for review of the subcontractor's [illegible]ation(s).

[illegible] Inspections, Investigations. Public Records and Retention

[illegible] and maintain books, records and documents (including electronic storage media) sufficient to [illegible] income and expenditures of funds provided by the Alliance under this contract.

[illegible] records, financial records, supporting documents, statistical records, and any other [illegible] including electronic storage media) pertinent to this contract for a period of six (6) years [illegible] of the contract or longer when required by law. In the event an audit is required by this [illegible] shall be retained for a minimum period of six (6) years after the audit report is issued or [illegible] any audit findings or litigation based on the terms of this contract, at no additional cost [illegible]ance.

[illegible] additional cost to the Alliance, the contractor will facilitate the duplication and transfer [illegible] documents during the required retention period in Paragraph 9.2.

[illegible] records described in Paragraph 9 shall be subject at all reasonable times to inspection, [illegible] audit by Federal, State, or other personnel duly authorized by the Alliance.

[illegible] times for as long as records are maintained, persons duly authorized by the Alliance and [illegible] pursuant to 45 CFR 92.36(i)(10), shall be allowed full access to and the right to [illegible] contractor's contracts and related records and documents pertinent to this specific [illegible] of the form in which kept.

[illegible] and compliance audit to the Alliance as specified in this contract and in [illegible] III and to ensure that all related party transactions are disclosed to the auditor.

[illegible] cooperate immediately with any inspections, reviews, investigations, or audits deemed [illegible] office of the Inspector General of the State of Florida.

[illegible]ination-Civil Rights Compliance

[illegible] will execute assurances in ATTACHMENT VI that it will not discriminate against any [illegible] provision of services or benefits under this contract or in employment because of age, race, [illegible]ability, national origin, marital status or sex in compliance with state and federal law [illegible]. The contractor further assures that all subcontractors, subgrantees, or others with whom [illegible] provide services or benefits in connection with any of its programs and activities are not [illegible] against clients or employees because of age, race, religion, color, disability, national origin, [illegible] or sex.

[illegible] will retain, on file, during the term of this agreement a timely, complete and accurate [illegible]mpliance Checklist (ATTACHMENT B).

[illegible] agrees to establish procedures pursuant to federal law to handle complaints of [illegible] 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.

10.4 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 Alliance may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

11. Provision of Services

The contractor will provide services in the manner described in ATTACHMENT I and as per the 2009 Florida Department of Elder Affairs Programs and Services Handbook or any revisions made thereafter.

12. Monitoring by the Alliance

The contractor will permit persons duly authorized by the Alliance 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 Alliance of the satisfactory performance of the terms and conditions of this contract. Following such review, the Alliance will deliver to the contractor a written report of its findings and request for development, by the contractor, of a corrective action plan where appropriate. The contractor hereby agrees to timely correct all deficiencies identified in the corrective action plan.

13. Indemnification

13.1. The contractor shall indemnify, save, defend, and hold harmless the Alliance 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 Alliance for claims, demands, actions or causes of action arising solely out of the Alliance's negligence.

14. Insurance and Bonding

14.1. 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, 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 Alliance has the most current written verification of insurance coverage throughout the term of this contract. The Alliance reserves the right to require additional insurance as specified in this contract.

14.2. 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.

15. 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.

16. 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).

17. Incident Reporting

17.1. The contractor shall notify the Alliance immediately, but no later than forty-eight (48) hours from, the contractor's awareness or discovery of conditions that may materially affect the contractor or subcontractor's ability to perform the services required to be performed under this contract.

17.2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). This provision is binding upon both the contractor and its employees.

18. Sponsorship and Publicity

18.1. The contractor 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.

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

19. Assignments

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

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

20. Subcontracts

20.1 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 Alliance deems necessary. The contractor further agrees that the Alliance shall not be liable to the subcontractor in any way or for any reason. The contractor, at its expense, will defend the Alliance against any such claims.

20.2 The contractor shall promptly pay any subcontractors upon receipt of payment from the Alliance. Failure to make payments to any subcontractor or supplier without reasonable cause within 7 working days after the receipt by the contractor of full or partial payment, the contractor

shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due, unless otherwise stated in the contract between the contractor and subcontractor, will result in a penalty as provided by statute.

21. 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 Alliance and shall not hold themselves out as employees or agents of the Alliance without specific authorization from the Alliance. It is the further intent and understanding of the parties that the Alliance 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.

22. 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 Alliance'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 Alliance's finance 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. The recipient is aware and accepts that all units of service not reported after a maximum of ninety (90) days after the date of service will not be honored and paid by the Alliance. These units will be considered forfeited.

23. Return of Funds

The contractor will return to the Alliance any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the contractor by the Alliance. 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 Alliance. In the event that the Alliance first discovers an overpayment has been made, the Contract Manager, on behalf of the Alliance, will notify the contractor by letter of such findings. Should repayment not be made forthwith, the contractor will be charged a rate of interest equal to the average rate of discount of the Federal Reserve Bank of New York for the year preceding execution of this contract plus 5 percentage points on the outstanding balance, after Alliance notification or contractor discovery.

24. 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.

25. 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 Alliance any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The 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.

26. Public Entity Crime

The following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Alliance. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Alliance.

27. Purchasing

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 and 287.045, F.S.

28. 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 Alliance for Aging. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the Alliance for Aging.

29. Emergency Preparedness and Continuity of Operations

29.1. 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 Alliance of emergency provisions.

29.2. 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.

30. 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.

31. 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.

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

33. Entire Contract
This contract contains all the terms and conditions agreed upon by the parties. No oral agreements or representations shall be valid or binding upon the Alliance or the contractor unless expressly contained herein or by a written amendment to this contract signed by both parties.

34. 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.

35. 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.

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

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

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

39. 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 Alliance.

40. Final Invoice
The contractor shall submit the final invoice for payment to the Alliance 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 Alliance may not honor any

requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the contractor and necessary adjustments thereto have been approved by the Alliance.

41. Renegotiations or Modifications

Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Alliance's operating budget.

42. Termination

42.1. 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 Contractor or the representative of the contractor responsible for administration of the contract.

42.2. In the event funds for payment pursuant to this contract become unavailable, the Alliance may terminate this contract upon no less than twenty-four (24) hours notice in writing to the 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 Alliance 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.

42.3. This contract may be terminated for cause upon no less than twenty-four (24) hours notice in writing to the contractor. If applicable, the Alliance 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 Alliance's or the contractor's rights to remedies at law or in equity.

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

43. All Terms and Conditions Included

This contract and its Attachments, I - IX, A and B, 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.

INDEX TO CONTRACT ATTACHMENTS

ATTACHMENT	ATTACHMENT DESCRIPTION	PAGE
ATTACHMENT I	STATEMENT OF WORK	12-24
ATTACHMENT II	CERTIFICATION REGARDING LOBBYING	25
ATTACHMENT III	FINANCIAL COMPLIANCE AUDIT ATTACHMENT	26-28
ATTACHMENT III EXHIBIT 2	PART I: AUDIT RELATIONSHIP DETERMINATION	29-30
ATTACHMENT IV	CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE	31
ATTACHMENT V	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS	32
ATTACHMENT VI	ASSURANCES – NON-CONSTRUCTION PROGRAMS	33-34
ATTACHMENT VII	BLANK	35
ATTACHMENT VIII	CONTRACT REPORT CALENDAR ADVANCE BASIS SCHEDULE	36
ATTACHMENT IX-A	RECEIPTS AND EXPENDITURES – TITLE III ADMINISTRATION	37
ATTACHMENT IX-B	RECEIPTS AND EXPENDITURES – TITLES IIIB, C1, C2, D1 AND D2	38
ATTACHMENT IX-C	RECEIPTS AND EXPENDITURES – TITLE IIIE	39
ATTACHMENT X	REQUEST FOR PAYMENT	40
ATTACHMENT A	DEPARTMENT OF ELDER AFFAIRS PROGRAMS & SERVICES HANDBOOK (ON CD)	41
ATTACHMENT B	DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST AND INSTRUCTIONS	42-48

CONTRACT AA-1017 A
ATTACHMENT I
STATEMENT OF WORK
OLDER AMERICANS ACT PROGRAM

SECTION I: SERVICES TO BE PROVIDED

1.1. DEFINITIONS OF TERMS AND ACRONYMS

1.1.1. CONTRACT ACRONYMS

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

1.1.2. PROGRAM SPECIFIC TERMS

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 Alliance 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 Alliance.

Child: An individual who is not more than 18 years of age or an individual with disability.

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

Frail: When an older individual is 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.

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

1.2. ALLIANCE MISSION STATEMENT

The Alliance's mission is to foster an optimal quality of life for elder Floridians. The Alliance'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 Alliance's mission, vision, and program priorities.

1.2.1. Older Americans Act Program Mission Statement

The Older Americans Act (OAA) Program is a federal program 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 primary purpose of the OAA program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. The OAA program uses these systems to assist older individuals to attain and maintain maximum independence and dignity in a home environment and allows for the capability of self-care with appropriate supportive services.

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.

1.3.3. Scope of Service

The contractor is responsible for the programmatic, fiscal, and operational management of the Title IIIB, IIIC1 and 2, HID and HIE programs of the Older Americans Act within its designated Planning and Service Areas (PSAs). The scope of service includes planning, coordinating and assessing the needs of older persons, and assuring the availability and quality of services. The services shall be provided in a manner consistent with and described in the current contractor's area plan update and the current Alliance Programs and Services Handbook, (ATTACHMENT A).

1.3.4. Major Program Goals

The major goals of the OAA program are to improve the quality of life for older individuals, preserve their independence and prevent or delay more costly institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives that meet the diverse needs of elders and their caregivers.

1.4. INDIVIDUALS TO BE SERVED

1.4.1. Eligibility (Title III Programs)

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.

1.4.1.2. **OAA Title IIIB, Supportive Services**
(1)Individuals age 60 or older; and

(2)Information and Referral/Assistance services are provided to individuals regardless of age.

1.4.1.3. **OAA Title IIIC1 and C2, Nutrition Services, General**
General factors that should be considered in establishing priority for Nutrition Services, both C1 and C2, include those older persons who:

(1)Cannot afford to eat adequately;
(2)Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
(3)Have limited mobility which may impair their capacity to shop and cook for themselves; or

(4)Have a disabling illness or physical condition requiring nutritional support or have been screened at a high nutritional risk.

1.4.1.3.1. **OAA Title IIIC1, Congregate Nutrition Services**
In addition to meeting the general nutrition services eligibility requirements listed in ATTACHMENT I, Paragraph 1.4.1.3., individuals must be mobile, not homebound and physically, mentally and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include:

(1)Individuals age 60 or older; and

(2)Any spouse (regardless of age) who attends the dining center with his/her eligible spouse;

(3)Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;

(4)Disabled persons who reside at home with and accompany an eligible person to the dining center; and

(5)Volunteers, regardless of age, who provide essential services on a regular basis during meal hours.

1.4.1.3.2. **OAA Title IIIC2, Home Delivered Nutrition Services**
In addition to meeting the general nutrition services eligibility requirements listed in ATTACHMENT I, Paragraph 1.4.1.3., individuals must be homebound and physically, mentally or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include:

(1)Individuals age 60 or older who are also frail and homebound by reason of illness, disability or isolation;

(2)The spouse of a homebound eligible individual, regardless of age, if the provision of the collateral meal supports maintaining the person at home;

(3)Individuals with disabilities, regardless of age, who reside at home with eligible individuals and are dependent on them for care; and

(4)Persons at nutritional risk who have physical, emotional or behavioral conditions, which would make their presence at the congregate site inappropriate; and persons at nutritional risk who are socially or otherwise isolated and unable to attend a congregate nutrition site.

1.4.1.4. **OAA Title IIIE, Caregiver Support Services**
(1)Family caregivers of individuals age 60 or older;

(2)Grandparents (age 55 or older) or older individuals (age 55 or older) who are relative caregivers;

(3)Priority will be given to family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and for grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities; and

(4)For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term "frail" in OAA, Section 102 Paragraph 22.

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 the following tasks are performed:

(1)Client eligibility determination as listed in ATTACHMENT I, Paragraph 1.4;
(2)Targeting and screening of service delivery for new clients;
(3)Delivery of services to eligible clients;
(4)Use of volunteers to expand the provision of available services; and
(5)Monitoring the performance of its contractors.

2.1.1. Targeting and Screening of Service Delivery for New Clients

The contractor shall develop and implement policies and procedures consistent with OAA targeting and screening criteria.

2.1.2. Delivery of Services to Eligible Clients

The contractor shall provide a continuum of services that meets the diverse needs of elders and their caregivers. The contractor shall perform and report performance of the following services in accordance with ATTACHMENT A. The services funded pursuant to this contract are in accordance with the OAA, Title III, sections 321, 331, 336, 361 and 373 as follows:

(1)Section 321, Title IIIB Supportive Services;
(2)Section 331, Title IIIC1 Congregate Nutrition Services;
(3)Section 336, Title IIIC2 Home Delivered Nutrition Services;
(4)Section 373, Title IIIE Caregiver Support Services; and
(5)Sections 321 and 373 - Information and Referral/Assistance Access Services (Elder Helplines)

2.1.2.1. 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;
(19)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.

2.1.2.2.1. **Congregate Nutrition Services**

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

(1)Congregate meals;
(2)Congregate meals screening;
(3)Nutrition education and nutrition counseling; and
(4)Outreach.

2.1.2.2.2. **Home Delivered Nutrition Services**

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

(1)Home delivered meals;
(2)Nutrition education and counseling; and
(3)Outreach.

2.1.2.3. **Caregiver Support Services Program**

The Caregiver Support Services Program components are designated in the Client Information and Registration Tracking System (CIRTS) as follows:

(1)Caregiver Support Services (IIIE Program);
(2)Caregiver Supplemental Services (IIIES Program); and
(3)Grandparent Support Services (IIIEG Program)

2.1.2.4. **Caregiver Support Services (IIIE Program)**
The following services are intended to provide direct help to caregivers, assist in the areas of health, nutrition and financial literacy and assist caregivers in making decisions and problem solving related to their caregiving roles and responsibilities:

(1) Adult Day Care/Adult Day Health Care;
(2) Caregiver Training/Support;
(3) Counseling (Gerontological and Mental Health); Education/Training;
(4) Financial Risk Reduction (Assessment and Maintenance);
(5) Information;
(6) Intake;
(7) Outreach;
(8) Referral/Assistance;
(9) Respite;
(10) Screening and assessment;
(11) Transportation.

2.1.2.5. **Caregiver Support Supplemental Services (IIIES Program):** At least 10 percent, but no more than 20 percent, of the total Title IIIE funds shall be used to provide supplemental support services. The following services are provided to complement the care provided by caregivers.
(1)Chore Services;
(2)Housing Improvement;
(3)Legal Assistance;
(4)Material Aid; and
(5)Specialized Medical Equipment, Services and Supplies.

2.1.2.6. **Caregiver Support Grandparent Services (IIIEG Program):** At least 5 percent, but no more than 10 percent, of the total Title IIIE funds shall be used to provide support services to grandparents and older individuals who are relative caregivers. Services for grandparents or older individuals who are relative caregivers designed to help meet their caregiving obligations include:
(1)Caregiver Training/Support;
(2)Child Day Care;
(3)Counseling (Gerontological and Mental Health);
(4)Education/Training;
(5)Information
(6)Legal Assistance
(7) Outreach;
(8) Referral/Assistance
(9) Screening/Assessment;
(10) Sitter; and
(11) Transportation

2.1.3. **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.

2.2. 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-l 10) 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 Alliance 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 the Alliance 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-l 10), 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 section 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 Alliance, or purchased with funds provided through this contract without first obtaining the approval of the Alliance'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 Alliance'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-l 10).

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 Alliance. 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 ATTACHMENT A. The chart below lists the services that can be performed and the unit of measurement.

CONTRACT AA-1017 A

SERVICE		UNIT OF SERVICE
Adult Day Care/Adult Day Health Care Caregiver Training/Support Case Aid/Case Management Child Day Care Chore Services Companionship Congregate Meals Screening Counseling Services Escort Financial Risk Reduction Services Health Support Home Health Aide Homemaker Housing Improvement Intake	Interpreter/Translating Legal Assistance Medication Management Mental Health Counseling/Screening Nutrition Counseling Occupational Therapy Personal Care Physical Fitness Physical Therapy Recreation Respite Services Screening/Assessment Sitter Skilled Nursing Services Speech Therapy	Hour
Emergency Alert Response		Day
Education/Training Information Material Aid Medication Management Nutrition Education Outreach Referral/Assistance Specialized Medical Equipment, Services and Supplies Telephone Reassurance		Episode
Escort Shopping Assistance Transportation		One-Way Trip
Congregate and Home Delivered Meals		Meal

2.5 REPORTS

2.5.1 **The contractor is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Alliance. The contractor must establish due dates for any subcontractors that permit the contractor to meet the Alliance's reporting requirements.**

2.5.2. Service Costs Reports
The contractors shall submit to the Alliance 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.

2.5.3. Surplus/Deficit Report
The contractor will submit a consolidated surplus/deficit report in a format provided by the Alliance to the Alliance's Contract Manager by the 25th of each month. This report is for all agreements and/or contracts between the contractor and the Alliance. The report shall include the following:

(1)A list of all subcontractors and their current status regarding surplus/deficit;

(2)The contractor's detailed plan on how the surplus/deficit spending exceeding the threshold specified by the Alliance will be resolved;

(3)Recommendations to transfer funds to resolve surplus/deficit spending;

(4)Input from the contractor's Board of Directors on resolution of spending issues, if applicable

(5)Number of clients currently on Assessed Priority Consumer List (APCL) that receive a priority ranking score of 4 or 5.

2.5.4. Disease Prevention and Health Promotion Services Reports
The contractor shall submit detailed reports of health and wellness promotion, disease prevention and self-management activities in accordance with the requirements of the Alliance.

2.5.5. OAA Annual Report
The contractor will provide the Alliance with the data needed to complete the Older American's Act Annual Report.

2.6. RECORDS AND DOCUMENTATION

The contractor will ensure the collection and maintenance of client and service information on a monthly basis from the CIRTS or any such system designated by the Alliance. Maintenance includes valid exports and backups of all data and systems according to Alliance standards.

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 Alliance upon request.

2.7. PERFORMANCE SPECIFICATIONS

2.7.1. Outcomes

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

(2) The contractor shall timely submit to the Alliance 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.

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

(1)Percent of most frail elders who remain at home or in the community instead of going into a nursing home;

(2)Percent of Adult Protective Services (APS) referrals who are in need of immediate services to prevent further harm who are served within 72 hours;

(3)Average monthly savings per consumer for home and community-based care versus nursing home care for comparable client groups;

(4)Percent of elders assessed with high or moderate risk environments who improved their environment score;

(5)Percent of new service recipients with high-risk nutrition scores whose nutritional status improved;

(6)Percent of new service recipients whose ADL assessment score has been maintained or improved;

(7)Percent of new service recipients whose IADL assessment score has been maintained or improved;

(8)Percent of family and family-assisted caregivers who self-report they are very likely to provide care;

(9)Percent of caregivers whose ability to continue to provide care is maintained or improved after one year of service intervention (as determined by the caregiver and the assessor); and

(10)Percent of customers who are at imminent risk of nursing home placement who are served with community based services.

2.7.3. **Monitoring and Evaluation Methodology**

The Alliance 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, or an on-site visit. The Alliance's determination of acceptable performance shall be conclusive. The contractor agrees to cooperate with the Alliance in monitoring the progress of completion of the service tasks and deliverables.

2.8. CONTRACTOR'S FINANCIAL OBLIGATIONS

2.8.1. **Matching, Level of Effort, and Earmarking Requirements**

The contractor will provide match of at least 10 percent of the federal administrative funds received. The contractor's match will be made in the form of cash, general revenue administrative funds and/or in-kind resources. The contractor will assure, through a provision in subcontracts, a match requirement of at least 10 percent of the cost for all services funded through this contract except Title IIID. The subcontractor's match will be made in the form of cash and/or in-kind resources. Match must be reported by title each month. At the end of the contract period, all OAA funds must be properly matched.

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 Alliance 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 Alliance determines that the contractor is not spending service funds accordingly, the Alliance may transfer funds to other PSAs during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

2.9. ALLIANCE RESPONSIBILITIES

2.9.1. Program Guidance and Technical Assistance
The Alliance 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 Alliance 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 Alliance on forms 106A (ATTACHMENT X), 105AA (ATTACHMENT IX-A), 105AS (ATTACHMENT IX-B) and 105AE (ATTACHMENT IXC).

3.1.1

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 Alliance by the State of Florida ("budget release"). The contractor shall provide the Alliance'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 Alliance's. If sufficient budget is available, the Alliance will issue approved advance payments after January 1, 2010.

3.2.3. Requests for the third 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 advance 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).

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 X)**, 105AA **(ATTACHMENT IX-A)**, 105AS **(ATTACHMENT IX-B)** and 105AE **(ATTACHMENT IX-C)**. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on Alliance forms.

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 Alliance 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 22 of this contract.

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

3.4.1. The contractor shall ensure subcontractors enter all required data per the Alliance's CIRTS Policy Guidelines for clients and services in the CIRTS database. Data must be entered into CIRTS before the subcontractors submit their request for payment and expenditure reports to the contractor. The contractor shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Alliance.

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

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 subcontractors 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.

Irene Taylor Worster 1/11/10

gnature Date

George M. Burgess

me of Authorized Individual Application or Agreement Number

me and Address of Organization

A Form 103 (Revised Nov 2002)

ATTACHMENT III
FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Alliance to the provider may be subject to audits and/or monitoring by the Alliance, 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 Alliance staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Alliance for Aging. In the event 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 Alliance to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by any level of government.

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 $500,000.00 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 Alliance by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Alliance. 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 $500,000.00 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 $500,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)

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

As an Alliance requirement the Statement of Functional Expenses need to be part of the Financial and Compliance Audit Report.

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 $500,000.00 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 Alliance of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Alliance by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Alliance, 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 $500,000.00 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 $500,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Alliance shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Alliance shall be fully disclosed in the audit report with reference to the Alliance agreement involved. If not otherwise disclosed as required by Rule 691-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Alliance in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Alliance retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

As an Alliance requirement the Statement of Functional Expenses need to be part of the Financial and Compliance Audit Report.

PART III: REPORT SUBMISSION

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

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

Alliance for Aging, Inc.
Attn: Carlos Lahitte
9500 South Dadeland Boulevard, Suite 400
Miami, FL 33156-2867

ATTACHMENT III

EXHIBIT-2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or 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 Alliance 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-l 10 - 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 691-5, Fla. Admin. Code
State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT IV

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

The undersigned, an authorized representative of the 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.

) 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.

ne contractor shall require that the language of this certification be included in all subagreements, bgrants, and other agreements and that all sub-contractors shall certify compliance accordingly.

is certification is a material representation of fact upon which reliance was placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this nsaction imposed by OMB Circulars A-102 and 2 CFR Part 215 (formerly OMB Circular A-l 10).

me and Address of Contractor

ene Taylor Wooten	County Manager	1/11/10
nature	Title	Date

rge M. Burgess

ne of Authorized Signer

ised 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 Alliance 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.

Irene Taylor-Wooten — 1/11/10

Signature — Date

County Manager

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 Alliance 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 Alliance may pursue available emedies, including suspension, and/or debarment.

The contractor may rely upon a certification of a prospective participant hi a lower tier covered ransaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered ansaction, unless it knows that the certification is erroneous.

evised 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 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.

11.Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C..1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C..7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12 Will comply with the Wild and Scenic Rivers Act of 1968 components of the national wild and scenic rivers system. (16 U.S.C..1721 et seq.) related to protecting components or potential

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-l 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
Irene Taylor Wooten George M. Burgess	County Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
	1/11/10

ATTACHMENT VII

BLANK

CONTRACT AA-1017 A

ATTACHMENT VIII

CONTRACT REPORT CALENDAR ADVANCE BASIS CONTRACT

Report	Based On	Submit to the Alliance on this Date
1	January Advance*	January 1
2	February Advance*	January 1
3	January Expenditure Report	February 5
4	February Expenditure Report	March 5
5	March Expenditure Report	April 5
6	April Expenditure Report	May 5
7	May Expenditure Report	June 5
8	June Expenditure Report	July 5
9	July Expenditure Report	August 5
10	August Expenditure Report	September 5
11	September Expenditure Report	October 5
12	October Expenditure Report	November 5
13	November Expenditure Report/Jan. Adv.	December 5
14	December Expenditure Report/Feb. Adv.	January 5
15	Final Expenditure and Request for Payment Report	February 14
16	Closeout Report	February 28

Legend: * Advance based on projected cash need. ** Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Alliance, payment is to accompany the report.

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

Note # 2: The last two months of the recipient's fiscal reports covering actual expenditures shall reflect an adjustment repaying advances for the first two months of the agreement, if advances have not been recouped.

CONTRACT AA-1017 A

January 2010
Contract #AA -1017 A
ATTACHMENT IX-A
RECEIPTS AND EXPENDITURE
REPORT OLDER AMERICAN ACT

PROVIDER NAME, ADDRESS, PHONES AND FEID#	Program Funding Source:	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 $0.00	2. Actual Receipts For This Report $0.00	3. Total Receipts Year to Date $0.00	4. Percent of Approved Budget
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.	1. Approved Budget $0.00	2. Expenditures For This Report $0.00	3. Expenditures Year to Date $0.00	4. Percent of Approved Budget
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)	$0.00	$0.00	$0.00	
1. Match: CCE/GR HCE/GR	$0.00	$0.00	$0.00	
Other and In-Kind 2. Local Match	$0.00	$0.00	$0.00	
3. TOTAL	$0.00	$0.00	$0.00	

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

DOEA FORM 105aa revised 10/08

CONTRACT AA-1017 A

January 2010
Contract # AA-1017 A

ATTACHMENT IX-B

RECEIPTS AND EXPENDITURE REPORT OLDER AMERICAN ACT

PROVIDER NAME, ADDRESS, PHONES AND FEID#	Program Funding Source : IIIB IIIC1 IIIC2	THIS REPORT PERIOD FROM: TO: CONTRACT PERIOD: CONTRACT # REPORTS 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.	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
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 1. Program Income (PI)	2. Addition Cost Alternative Program Income	3.Interest a. Earned on GR Advances $
a. OAA Unbudgeted PI Receipts YTD $	a. Approved Budget $ b. Received YTD $ c. Expenditures $	b. Return of GR Advance $ c. Other Earned $

RECEIPTS AND EXPENDITURE REPORT OLDER AMERICAN ACT ATTACHMENT IX-C

PROVIDER NAME, ADDRESS, PHONES AND FEIDS	Program Funding Source:	THIS REPORT PERIOD FROM: TO: CONTRACT PERIOD: CONTRACT S REPORTS PSAS

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

Prepared by: Date: Approved by: lerein are for purposes

PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget $0.00	2. Actual Receipts For This Report $0.00	3. Total Receipts Year to Date $0.00	4. Percent of Approved Budget
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 A: Direct Services 1. Personnel	1. Approved Budget $0.00	2. Expenditures For This Report $0.00	3. Expenditures Year to Date $0.00	4. Percent of Approved Budget
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 7.	$0.00	$0.00	$0.00	%
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.	$0.00	$0.00	$0.00	
Total Local Match				
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	Mfl
5. Supplemental Services	$0 00	so,oo	000
6. TOTAL	$0.00		

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

FFY $

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

DOEA FORM 105AE revised 10/08

CONTRACT AA-1017 A

January 2010
REQUEST FOR PAYMENTOLDER AMERICANS ACT
Contract # AA-1017 A ATTACHMENT X

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 be st 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	d) ADMIN.	(2) IIIB	(3) IIIC1	(4) IIIC2	(5) IIIE	(6)	(7) Title	(6) TOTAL
1. Approved Agreement Amount.	0.00	0.00	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	0.00	0.00
3. Agreement Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Previous Funds REQUESTED for Agreement period.	0.00	0.00	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	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	0.00	0.00
2. Net Expenditures For Month	0.00	0.00	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	0.00	0.00
4. Total	0.00	0.00	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	0.00	0.00
2. Agreement Funds are Hereby Requested For	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3 DATE STAMP

DOEA FORM 106A revised 01/07

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

STATE OF FLORIDA ALLIANCE

CIVIL RIGHTS COMPLIANCE CHECKLIST		
Program/Facility Name	County	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 the Alliance? 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.

NA YES NO

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.

YES NO

? ?

CONTRACT AA-1017 A

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. ?

YES NO

20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain. ? ?

YES NO

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF $50,000 OR MORE.

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

DOEA USE ONLY		
Reviewed By		Incompliance: YES ? NO* ?
Program Office		*Notice of Corrective Action Sent / /
Date	Telephone	Response Due / /
On-Site n Desk Review n		Response Received / /

INTENTIONALLY LEFT BLANK

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) and45CFR80.1(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 Alliance or the U.S. Alliance 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.

Miami-Dade Community Action Agency
Comparable Analysis
Older Americans Act Title III Funding
Purpose: Transportation Services for the Elderly

Fiscal Year 2009	Fiscal Year 2010
Grant: $355,100	Grant: $355,100
Match: 0	Match: 0
Clients Served: 912	Clients Served: 1273
Cost per client: $7.41 per trip	Cost per client: $7.41 per trip
Administrative Cost: None	Administrative Cost: None

The difference in clients served from fiscal year 2009 and 2010 is because CAA received the contract to transport James E. Scott Community Association clients in mid-year 2009, therefore not allowing for the full utilization of services.