

MEMORANDUM

Agenda Item No. 9(A)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 3, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution retroactively approving and authorizing the County Mayor to execute Contract AA-2218 between the Alliance for Aging ("Alliance") and Miami-Dade County; retroactively authorizing the County Mayor to apply for, receive, and expend grant funding from the Alliance in the total amount of \$3,103,466.73 for use by the Miami-Dade County Community Action and Human Services Department Elderly and Disability Services Bureau, for a term ending no later than December 31, 2022; authorizing the County Mayor to execute agreements and documents with the Alliance that may be necessary for receipt and expenditure of such funds and to exercise the provisions set forth therein, provided that such other agreements and documents and any amendments thereto are consistent with the purposes described herein; and authorizing the County Mayor to apply for, receive, and expend additional future funds, for up to 10 years should they become available for said purposes, and to execute other agreements and documents necessary for receipt and expenditure of such funds and to exercise provisions set forth therein provided that such amendments are consistent with the purposes described herein

The accompanying resolution was prepared by the Community Action and Human Services Department and placed on the agenda at the request of Prime Sponsor Public Housing and Community Services Committee.



Geri Bonzon-Keenan
County Attorney


GBK/uw

Memorandum



Date: May 3, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Retroactively Approving and Authorizing the County Mayor or the County Mayor’s Designee to Execute Contract AA-2218 with the Alliance for Aging, through the Community Action and Human Services Department, and Application for and Receipt and Expenditure of Grant Funds

Recommendation

It is recommended that the Board of County Commissioners (“Board”) approve the attached resolution retroactively approving and authorizing the County Mayor or County Mayor’s designee to execute Contract AA-2218 (“Agreement”) attached to the resolution as Exhibit A between the Alliance for Aging (“Alliance”) and Miami-Dade County through the Miami-Dade County Community Action and Human Services Department (“CAHSD”) Elderly and Disability Services Bureau (“EDSB”), for grant funds in the amount of \$3,103,466.73. It is also recommended that the Board retroactively authorize the County Mayor or County Mayor’s designee to apply for, receive, and expend the grant funds provided for in the Agreement. It is further recommended that the Board authorize the County Mayor or County Mayor’s designee to execute other agreements and documents with the Alliance that may be necessary for the receipt and expenditure of such grant funds. It is also recommended that this Board authorize the County Mayor or County Mayor’s designee to apply for, receive, and expend additional future funds, for up to 10 years should they become available for this purpose, and to execute other agreements and documents necessary for receipt and expenditure of such funds. The term of the Agreement is January 1, 2022 through December 31, 2022.

Scope

These grant funds will support countywide services.

Delegation of Authority

The County Mayor or County Mayor’s designee is retroactively authorized to execute Contract AA-2218 and to apply for, receive and expend grant funding in the amount of \$3,103,466.73. The County Mayor or County Mayor’s designee is also authorized to execute agreements and documents necessary for the receipt and expenditure of such funds or that otherwise may be required by grant guidelines as well as exercise the modification and termination provisions set forth therein, provided that such modifications do not alter the purpose of the Agreement or extend the term thereof beyond 10 years from the effective date of this resolution and following approval by the County Attorney’s Office, and approvals by the Board, if such agreements, and documents propose to commit additional funding from the County. Local, in-kind match funding shall not be deemed a funding commitment for the purposes of this resolution. Further, the County Mayor or County Mayor’s designee is authorized to apply for, receive, and expend future grant funds, for up to 10 years if they become available for this purpose, and to execute agreements or documents necessary for the receipt and expenditure of such funds or that

otherwise may be required by grant guidelines. The County Mayor or County Mayor’s designee is also authorized to exercise the provisions set forth in such agreements or documents, provided that such exercise does not alter the purpose of the agreements or documents. The County Mayor or County Mayor’s designee’s authority for future grant awards will be limited to the authority provided herein.

Fiscal Impact/Funding Source

The grant award will provide the County with \$3,103,466.73 for the provision of services for certain individuals and caregivers of such individuals, who are 18 years or older with a disability, or persons 60 years or age or older who are at or below the poverty level and cannot maintain themselves without assistance (“Clients”). These funds require a 10 percent match, which is covered by in-kind services. There are no administrative costs associated with this funding, as all funds are used for direct services.

Track Record/Monitor

The CAHSD EDSB Chief, Edeline B. Mondestin, RN, or other supervisory staff will be responsible for administering and monitoring Contract AA-2218 and other contracts and programs funded by the Alliance.

Background

For over 43 years, CAHSD has had a successful track record of implementing and administering Miami-Dade County’s Elderly and Disability Services programs. This success, in part, is made possible through Older American Act funding it receives from the State of Florida Department of Elder Affairs to local community providers, i.e. the Alliance, such as the Older American Act funding in Contract AA-2218 authorized herein from the Alliance, for the provision of services to Clients. The primary goal of funding from the Alliance is to assist Clients in improving their quality of life while helping them remain independent and productive. CAHSD serves approximately 6,000 people over the age of 60 and adults with disabilities annually through programs funded through the Alliance.

Services funded by the Alliance, in part or whole, are provided at no cost and include congregate and home delivered meals, homemaker and personal care services, respite for caregivers, nutrition counseling and education, companionship, chore and shopping assistance, recreational activities, screening and assessment, adult day care, and telephone reassurance. In addition, to supporting the provision of said services, the EDSB also provides case management for clients and referrals for other valuable resources and information. The combination of all such services assists and provides Clients throughout the County with opportunities to live full and independent lives in their homes and, in many cases, helps to delay or eliminates the need for placement in a nursing home. One hundred percent of funding from the Alliance goes to direct client services.



Morris Copeland
Chief Community Services Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 3, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(1)

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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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. 9(A)(1)
5-3-22

RESOLUTION NO. _____

RESOLUTION RETROACTIVELY APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE CONTRACT AA-2218 BETWEEN THE ALLIANCE FOR AGING ("ALLIANCE") AND MIAMI-DADE COUNTY; RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE, AND EXPEND GRANT FUNDING FROM THE ALLIANCE IN THE TOTAL AMOUNT OF \$3,103,466.73 FOR USE BY THE MIAMI-DADE COUNTY COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT ELDERLY AND DISABILITY SERVICES BUREAU, FOR A TERM ENDING NO LATER THAN DECEMBER 31, 2022; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AGREEMENTS AND DOCUMENTS WITH THE ALLIANCE THAT MAY BE NECESSARY FOR RECEIPT AND EXPENDITURE OF SUCH FUNDS AND TO EXERCISE THE PROVISIONS SET FORTH THEREIN, PROVIDED THAT SUCH OTHER AGREEMENTS AND DOCUMENTS AND ANY AMENDMENTS THERETO ARE CONSISTENT WITH THE PURPOSES DESCRIBED HEREIN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL FUTURE FUNDS, FOR UP TO 10 YEARS SHOULD THEY BECOME AVAILABLE FOR SAID PURPOSES, AND TO EXECUTE OTHER AGREEMENTS AND DOCUMENTS NECESSARY FOR RECEIPT AND EXPENDITURE OF SUCH FUNDS AND TO EXERCISE PROVISIONS SET FORTH THEREIN PROVIDED THAT SUCH AMENDMENTS ARE CONSISTENT WITH THE PURPOSES DESCRIBED HEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the foregoing recital, which is incorporated herein by reference.

Section 2. Retroactively approves and authorizes the County Mayor or County Mayor's designee to execute Contract AA-2218 ("Agreement"), attached hereto and made a part hereof as Exhibit A, between the Alliance for Aging ("Alliance") and Miami-Dade County, through the Miami-Dade County Community Action and Human Services Department for grant funds in the total amount of \$3,103,466.73, for a term ending no later than December 31, 2022. Such grant funding shall be used by the Miami-Dade County Community Action and Human Services Department Elderly and Disability Services Bureau for the provision of services to certain individuals and caregivers of such individuals, who are 18 years or older with a disability, or persons 60 years of age or older who are at or below the poverty level and cannot maintain themselves without assistance to improve their quality of life while helping them to remain independent and productive.

Section 3. Retroactively authorizes the County Mayor or County Mayor's designee to apply for, receive, and expend the grant funds described in section 2 above, and to exercise the modification and termination provisions set forth therein.

Section 4. Authorizes the County Mayor or County Mayor's designee to execute other agreements and documents with the Alliance necessary for receipt and expenditure of such funds, subject to subsequent approvals by this Board if such agreements or documents propose to commit additional funding from Miami-Dade County. Such funding approval shall not include in-kind match funding. This Board further authorizes the County Mayor or County Mayor's designee to exercise the provisions set forth in such agreements and documents, provided that such other agreement and documents and any amendments thereto are consistent with the purposes described in section 2 above, and following approval for legal form and sufficiency by the County Attorney's Office.

Section 5. Authorizes the County Mayor or County Mayor designee to apply for, receive, and expend additional future funds from the Alliance, for up to 10 years from the effective date of this resolution should they become available for the purposes described in section 2 above, and to execute other agreements and documents necessary for receipt and expenditure of such funds, subject to subsequent approvals by this Board if such agreements or documents propose to commit additional funding from Miami-Dade County. Such funding approval shall not include in-kind match funding. This Board further authorizes the County Mayor or County Mayor's designee to exercise the provisions set forth in such agreements and documents, provided that such other agreements and documents any amendments thereto are consistent with the purposes described in section 2 above, and following approval for legal form and sufficiency 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:

Jose "Pepe" Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of May, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the 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.



Shanika A. Graves

**ALLIANCE FOR AGING, INC.
STANDARD CONTRACT**

OLDER AMERICANS ACT

THIS CONTRACT 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, through its Community Action and Human Services Department (CASHD); hereinafter referred to as the "Provider", and collectively referred to as the "Parties." The term contractor for this purpose may designate a vendor, sub-grantee or sub-recipient, the status to be further identified in ATTACHMENT II, Exhibit-2 as necessary.

WITNESSETH THAT:

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

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

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

1. Purpose of Contract

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

2. Definitions

ADL – Activities of Daily Living

APS – Adult Protective Services

ADA – Americans with Disabilities Act

Alliance – Area Agency on Aging

APCL – Assessed Priority Consumer List

CIRTS – Client Information and Registration Tracking System

DOEA – Department of Elder Affairs (The Department)

I&R – Information and Referral

IADL – Instrumental Activities of Daily Living

MOA – Memorandum of Agreement

MOU – Memorandum of Understanding

NSIP – Nutritional Services Incentive Program

OAA – Older Americans Act

PSAs – Planning and Service Areas corresponding to Miami-Dade and Monroe Counties

SPA – Service Provider Application

USDA – United States Department of Agriculture

3. Incorporation of Documents within the Contract

This contract incorporates by reference attachments, proposal(s), Provider's Service Provider Application, and the current DOEA Programs and Services Handbook (the "Handbook"). Any and all contracts or agreements executed between the Provider and the Alliance during the effective period of this contract shall be governed in accordance with the applicable laws and statutes.

4. Term of Contract

This contract shall begin on **January 1, 2022** 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, 2022**, unless renewed or extended as provided herein.

5. Contract Amount

The Alliance agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$3,103,466.73 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.

6. Renewals

By mutual agreement of the parties, the Alliance may renew the contract for five additional one-year periods. Contingent upon satisfactory performance evaluations by the Alliance and the availability of funds. Any renewal is subject to the same terms as the original contract, and any amendments, with the exception of establishing unit rates which is described further in this section. The original contractual unit rates are set forth in the bid proposal and reply.

Requests to renegotiate the original contractual established rates are provided for in the Alliance's approved Reimbursement Rate Review Policy, which is incorporated by reference.

This contract may be extended upon mutual agreement for one extension period not to exceed six months to ensure continuity of service. Services provided under this extension will be paid for out of the succeeding agreement amount.

7. Compliance with Federal Law

7.1 This contract contains federal funds. The following shall apply:

- 7.1.1. The Provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.
- 7.1.2. If this contract contains federal funds and is over \$100,000.00, the Provider shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The Provider shall report any violations of the above to the Alliance.
- 7.1.3. The Provider, or agent acting for the Provider, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any State legislature. The Provider must complete all disclosure forms as required, specifically the Certification of Assurances Attachment, which must be completed and returned with this signed contract.
- 7.1.4. In accordance with Appendix A to 2 CFR 215, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.
- 7.1.5. 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 Provider shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Provider shall complete and sign the Certification and Assurances Attachment prior to execution of this contract.

7.2. The Provider 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.

- 7.3. If the Provider is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the Provider must notify the Alliance in writing within thirty (30) days of receiving the IRS notice of revocation.
- 7.4. The Provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 7.5. Unless exempt under 2 CFR Part 170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.
- 7.6. To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the contract term. Provider shall include in related subcontracts a requirement that subcontractors and/or vendors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the subcontractor and/or vendor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

8. Compliance with State Law

- 8.1. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 8.2. The Provider shall comply with the requirements of s. 287.058, Florida Statutes ("F.S.") as amended.
 - 8.2.1. The Provider shall provide units of deliverables, including reporting, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept in writing prior to payment.
 - 8.2.2. The Provider shall comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in ATTACHMENT I, Section III. Method of Payment.
 - 8.2.3. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
 - 8.2.4. If itemized payment for travel expenses is permitted in this contract, the Provider will submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.
 - 8.2.5. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Provider in conjunction with this contract except for those records which are made confidential or exempt by law. The Provider's refusal to comply with this provision shall constitute an immediate breach of contract for which the Alliance may unilaterally terminate the contract.
- 8.3. If clients are to be transported under this contract, the Provider shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, Florida Administrative Code ("F. A. C.").
- 8.4. Subcontractors and/or vendors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.
- 8.5. The Provider will comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

- 8.6. In accordance with section 287.135, F.S., Contractor hereby certifies that it is not participating in a boycott of Israel.

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

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

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

9. Background Screening

- 9.1. The Provider shall comply with and ensure subcontractors are in compliance with the requirements of s. 430.0402 and Chapter 435, F.S., as amended, regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The Provider must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0402 and Chapter 435, F.S.
- 9.2. Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>
- 9.3. Background Screening Affidavit of Compliance - To demonstrate compliance with this contract, the Provider shall submit ATTACHMENT D, Background Screening Affidavit of Compliance annually, by January 15th.

10. Grievance Procedures

The Provider shall comply with and ensure subcontractor and/or vendors compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, of the Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

10.1. Complaint Procedures

The Provider shall develop and implement complaint procedures and ensure that subcontractors and/or vendors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, of the Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, the determination of each complaint, and the follow-up with the client to ensure satisfaction with the resolution

11. Public Records and Retention

- 11.1. By execution of this contract, Provider agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

11.1.1. Keep and maintain public records required by the Department to perform the contracted services.

- 11.1.2. Upon request from the Alliance or the Department's custodian of public records, provide the Alliance or the Department a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- 11.1.3. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the Alliance or the Department.
- 11.1.4. Upon completion of the contract, the Provider will either transfer, at no cost to the Alliance, all public records in possession of the Provider, or will keep and maintain public records required by the Department. If the Provider transfers all public records to the Department upon completion of the contract, Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.
- 11.2. The Alliance may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Provider to comply with ATTACHMENT I of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with this contract, unless the records are exempt, or confidential and exempt, from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

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

**Public Records Coordinator
Florida Department of Elder
Affairs 4040 Esplanade Way
Tallahassee, Florida 32399
850-414-2342
doeapublicrecords@elderaffairs.org**

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

- 12.1. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Alliance under this contract. Provider shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.
- 12.2. The Provider shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Alliance.

- 12.3. Upon demand, at no additional cost to the Alliance, the Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 12.2.
- 12.4. The Provider shall assure that the records described in this section shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Alliance.
- 12.5. At all reasonable times for as long as records are maintained, persons duly authorized by the Alliance, DOEA and Federal auditors, pursuant to 45 CFR Part 75, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 12.6. The Provider shall provide a financial and compliance audit to the Alliance as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.
- 12.7. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the DOEA's Inspector General pursuant to s. 20.055, F.S. Provider further agrees that it shall include in related subcontracts a requirement that subcontractors and/or vendors performing work or providing services pursuant to this contract agree to cooperate with the Alliance or Inspector General in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055(5), F.S. By execution of this contract the Provider understands and will comply with this subsection.

13. Nondiscrimination-Civil Rights Compliance

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

14. Provision of Services

The Provider shall provide the services referred to in ATTACHMENT VII in the manner described in the Handbook and the procurement documents leading to this contract. In the event of a conflict between the Service Provider Application and this contract, the contract language prevails.

15. Monitoring by the Alliance

The Provider shall permit persons duly authorized by the Alliance to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and to interview any clients, employees and subcontractor/vendor employees of the Provider 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 Provider a written report of its findings, and where appropriate, the Provider shall develop a Corrective Action Plan ("CAP"). The Provider hereby agrees to timely correct all deficiencies identified in the CAP.

16. Coordinated Monitoring with Other Agencies

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

16.1 New Contract(s) Reporting:

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

17. Indemnification

The Provider shall indemnify, save, defend, and hold harmless the Department and 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.

18. Insurance and Bonding

18.1 The Provider shall provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The Alliance shall be included as an additional insured on the provider's liability insurance policy or policies and a copy of the Certificate of Insurance shall be provided annually or when any changes occur. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. The Provider shall ensure that the Alliance has copy of the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Alliance reserves the right to require additional insurance as specified in this contract.

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

19. Confidentiality of Information

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

20. Health Insurance Portability and Accountability Act

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

21. Incident Reporting

21.1 The Provider shall notify the Alliance immediately but no later than forty-eight (48) hours from the Provider's awareness or discovery of conditions that may materially affect the Provider's, subcontractor's or vendor's ability to perform the services required to be performed under any contract. Such notice shall be made orally to the Contract Manager (by telephone) with an email to immediately follow.

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

22. Bankruptcy Notification

If, at any time during the term of this contract, the Provider, its assignees, subcontractors, vendors or affiliates files a claim for bankruptcy, the Provider must immediately notify the Alliance. Within ten (10) days after notification, the Provider must also provide the following information to the Alliance: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e. g., Northern District of Florida, Tallahassee Division); and, (4) the name, address, and telephone number of the bankruptcy attorney.

23. Sponsorship and Publicity

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

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

24. Assignments

24.1 The Provider shall not assign 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.

24.2 The Alliance shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another agency upon giving prior written notice to the Provider. In the event the Alliance approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract.

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

25. Subcontracts

25.1 The Provider is responsible for all work performed pursuant to this contract and procurement documents leading to this contract whether actually furnished by the Provider or its subcontractors and/or vendors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Alliance deems necessary. The Provider must ensure that the Alliance has a current list of all subcontractors and/or vendors. The Provider further agrees that the Alliance shall not be liable to the subcontractor and/or vendor in any way or for any reason. The Provider, at its expense, shall defend the Alliance against any such claims.

25.2 The Provider shall promptly pay any subcontractors and/or vendors upon receipt of payment from the Alliance. Failure to make payments to any subcontractor and/or vendor in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor and/or vendor, will result in a penalty as provided by statute.

26. Independent Capacity of Provider

It is the intent and understanding of the Parties that the Provider, or any of its subcontractors and/or vendors, 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 Provider and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Provider or its subcontractors and/or vendors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider shall be the sole responsibility of the Provider.

27. Payment

27.1. Payments will be made to the Provider pursuant to s. 215.422, F.S., as services are rendered and invoiced by the Provider. The Alliance will have final approval of the invoice for payment and will approve the invoice for payment only if the Provider has met all terms and conditions of this contract, unless the purchase order or this contract specify otherwise. The approved invoice will be submitted to the Alliance's fiscal section for budgetary approval and processing. Disputes arising over invoicing, and payments will be resolved in accordance with the provisions of s. 215.422 F.S.

27.2. The Provider agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The Provider shall comply with the particular requirements under the following laws and guidelines that are applicable to the contracts or agreements incorporating in this contract by reference: (a) paragraph (16) (b) of s. 216.181, F.S., regarding advances; (b) Rule 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State Expenditures from the Department of Financial Services at: http://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf

The Provider will certify that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this contract by reference, including paid subcontractor and/or vendor invoices, and will be produced upon request by the Alliance. The Provider will further certify that reimbursement requests are only for allowable expenses as defined in the laws and guiding circulars cited in Sections 4 of this contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable.

- 27.3. The Provider, its subcontractors and/or vendors shall provide units of deliverables, including reports, findings, and drafts as specified in the contracts or agreements and attachments which incorporate this contract to be received and accepted by the Contract Manager prior to payment.
- 27.4. Payments will be made to the Provider based on a complete and correct invoice, invoices that are incomplete or with incorrect total will not be processed and will be returned to the Provider for correction. Fiscal staff will not be able to correct or make changes to the invoices. Returning invoices for corrections may result in failure to receive payment for that month. Invoices shall be submitted timely as per ATTACHMENT VIII in order to avoid any payment delays.
- 27.5. Each service performed shall be recorded as specified in the client information and registration tracking system ("CIRTS") guidelines. Supporting documentation of services provided must be adequate to permit fiscal and programmatic evaluation and ensure internal management.

28. Return of Funds

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

29. Data Integrity and Safeguarding Information

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

30. Computer Use and Social Media Policy

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

31. Conflict of Interest

The Provider shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

No employee, officer, or agent of the Provider 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 Provider or subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Providers, potential Providers, or parties to subcontracts.

Pursuant to Chapter 4, Section 2 of the Handbook, no Provider may employ, in any capacity, any member of its governing board or any family member of a person on the board or family member of its Executive Director.

The Providers' 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 Providers' employees and subcontractors must make the same disclosures described above to the Providers' Board of Directors. Compliance with this provision will be monitored.

32. Public Entity Crime

Pursuant to s. 287.133, F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Provider, supplier, sub-Provider, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two for a period of 36 months following the date of being placed on the convicted vendor list. If the Provider or any of its officers or directors is convicted of a public entity crime during the period of this agreement, the Provider shall notify the Alliance immediately. Non-compliance with this statute shall constitute a breach of this agreement.

33. Emergency Preparedness and Continuity of Operations

33.1 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 Provider shall, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan, Continuity of Operations Plan. ("COOP"). In the event of an emergency, the Provider shall notify the Alliance of emergency provisions. The COOP must address continuity of services, especially for meal providers, in weather and non-weather-related emergencies.

33.2 In the event a situation results in a cessation of services by a subcontractor and/or vendor, the Provider shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruptions.

33.3 Providers offering nutrition services must have an Alliance approved shelf stable menu with at least 3 days' worth of shelf stable meals with reserved funds set aside to purchase the food items in order to ensure continuity of services without interruptions in weather and no-weather related emergencies.

34. Use of Contract Funds to Purchase Equipment

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

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

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

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

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

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

No funds under this contract will be used by the Provider to purchase or improve Real Property.

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

37. Dispute Resolution

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

38. 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.

39. Venue

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

40. Entire Contract

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

41. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

42. 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.

43. 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.

44. Addition/Deletion

The Parties agree that notwithstanding the terms of the procurement documents and actions leading to this contract, the Alliance reserves the right to add or to delete any of the services required under this contract when deemed to be in the best interest of the elder population targeted by the Area Plan and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

45. 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.

46. Compliance

The Provider shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current state statutes, laws, rules and regulations, policies of the Alliance and the Department, and the terms of this contract. The Parties agree that failure of the Provider to abide by these laws, rules, regulations, policies, and terms of this contract shall be deemed an event of default of the Provider and subject the Provider to disciplinary action including corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance or noncompliance, or other administrative action to immediate, unilateral contract cancellation at the discretion of the Alliance.

If the Alliance finds that the Provider fails to abide by all applicable current federal and state statutes, laws, rules and regulations, as well as conditions of this contract, the Alliance shall provide the Provider a Notice of Violation which shall include a concise statement of the specific violations of the Provider and the facts relied upon to establish the violation.

Upon receipt of the Notice of Violation, the Provider shall have twenty-one (21) days to respond to the Notice of Violation. The Provider's response must include a statement of any disputed issues of material fact and a concise statement of the specific facts the Provider contends warrant reversal or deviation from the Alliance's proposed action, including an explanation of how the alleged facts relate to the specific rules, statutes, or contractual term.

Failure of the Provider to respond to the Notice of Violation within twenty-one (21) days shall be deemed a waiver of the rights outlined above and the Alliance will proceed against the Provider by default.

The Alliance, upon receiving a timely filed response to a Notice of Violation, will forward the response and all accompanying documentation to the Contract Manager to review and consider. The Contract Manager shall, within 30 days after the receipt of the Provider's response, file an order which lays out the final determination of disciplinary action by the Alliance.

47. Final Invoice

The Provider shall submit the final invoice for payment to the Alliance as specified in section 3.4.7 (date for final request for payment) of ATTACHMENT I. If the Provider fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the Alliance may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by the Alliance.

48. 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.

49. Suspension of Work:

The Alliance may in its sole discretion suspend any or all activities under this contract and any contract or agreement incorporating in this contract, at any time, when in the best interests of the State to do so. The Alliance shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Provider shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Provider, the Alliance shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Provider to any additional compensation.

50. Termination

50.1 Termination for Convenience. 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 with verification of delivery or any expedited delivery service that provides verification of delivery or by hand delivery to the Alliance Contract Manager or the representative of the Provider responsible for administration of the contract. The Provider shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Provider shall not be entitled to recover any cancellation charges or lost profits. See notes on email regarding this paragraph.

50.2 Termination for Cause. The Alliance may terminate this contract if the Provider fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, (4) abide by any statutory requirement, regulatory requirement, licensing requirement, or Department policy or (5) in the event funds for payment become unavailable for this contract. The Alliance will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed prior to the date of termination. Rule 60A- 1.006(3), F.A.C., governs the procedure and consequences of default. The Provider shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Provider shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Provider. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Provider and the subcontractor, and without the fault or negligence of either, the Provider shall not be liable for any excess costs for failure to perform, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Provider to meet the required delivery schedule. If, after termination, it is determined that the Provider was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Alliance. The rights and remedies of the Alliance in this clause are in addition to any other rights and remedies provided by law or under the contract.

50.3 Upon expiration or termination of this contract, the Provider and subcontractors shall transfer all public records in its possession to the Alliance and destroy any duplicate public records that are exempt or confidential and exempt from public records, disclosure requirements at no cost to the Alliance. All electronically stored records shall be provided to the Alliance in a format that is compatible with the Alliance's information technology system(s).

51. Successors

This contract shall remain binding upon the successors in interest of either the Alliance or the Provider, subject to the assignment provisions in Section 22 above.

52. Electronic Records and Signature

- 52.1 The Alliance authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this contract. A Provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, s. 668.50, F.S.. All electronic records must be fully auditable; are subject to Florida's Public Records Law, Ch. 119, F.S.; must comply with Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this contract.
- 52.2 The Alliance's authorization pursuant to this section does not authorize electronic transactions between the Provider and the Alliance. The Provider is authorized to conduct electronic transactions with the Alliance only upon further written consent by the Alliance.
- 52.3 Upon request by the Alliance, the Provider shall provide the Alliance or Department with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Alliance of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

53. Special Provisions:

The Provider agrees to the following provisions:

53.1 Investigation of Criminal Allegations:

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

53.2 Volunteers:

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

53.3 Enforcement:

53.3.1 In accordance with s. 430.04, F.S., the Alliance may, without taking any intermediate measures available to it against this contract rescind this contract if the Alliance finds that:

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

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

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

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

53.3.6 The Provider has failed to adhere to the terms of any contract or agreement incorporating in this Contract.

53.3.7 In the alternative, the Alliance may, at its sole discretion, in accordance with section 430.04, F.S., take immediate measures against the Provider, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.

53.4 In making any determination under this provision the Alliance may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Miami-Dade County.

53.5 Use of Service Dollars:

The Provider will optimize the use of contract funds by serving the maximum possible number of individuals with the services allowed by this contract. The Provider will spend all funds provided by this contract to provide such services.

53.6 Surplus/Deficit Report:

The Provider will submit a consolidated surplus/deficit report in a format provided by the Alliance to the Alliance's Contract Manager in conjunction with the required monthly billing submission. This report is for this contract between the Provider and the Alliance. The report will include the following:

53.6.1 The Provider's detailed plan on how the surplus or deficit spending exceeding the 1% threshold will be resolved;

53.6.2 Number of clients currently on the APCL, that receive a priority ranking score of four (4) or five (5);

53.6.3 Number of clients currently on the APCL designated as Imminent Risk.

53.6.4 Number of clients served and Aging and Disability Resource Center ("ADRC") client contacts,

In accordance with its surplus/deficit management policies, in order to maximize available funding and minimize the time that potential clients must wait for services, the Alliance in its sole discretion can reduce funding awards if the Provider is not spending according to monthly plans and is projected to incur a surplus at the end of the year.

53.7 Training: The Provider will attend all required trainings and meetings schedule by the Alliance.

54. Contract Manager

The Alliance may substitute any Alliance employee to serve as the Contract Manager.

55. Official Payee and Representatives (Name, Address, and Telephone Numbers)

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

EXHIBIT A

AA-2218

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

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

A	The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Miami Dade County a political subdivision of the State of Florida, through its Community Action and Human Services Department (CASHD) 701 NW 1 st Court, 11 th Floor Miami, FL 33136 786-469-4600
B	The name of the contact person of the Provider and street address where financial and administrative records are maintained is:	Sonia Grice Miami Dade County a political subdivision of the State of Florida, through its Community Action and Human Services Department (CASHD) 701 NW 1 st Court, 11 th Floor Miami, FL 33136 786-469-4600
c	The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:	Edeline B. Mondestin Miami Dade County a political subdivision of the State of Florida, through its Community Action and Human Services Department (CASHD) 701 NW 1 st Court, 11 th Floor Miami, FL 33136 786-469-4600
d	The section and location within the AAA where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Alliance for Aging, Inc. Fiscal Department 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155 305-670-6500
e	The name, address, and telephone number of the Contract Manager for the AAA for this contract is:	Contract Monitor Alliance for Aging, Inc. 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155 305-670-6500

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

57. All Terms and Conditions Included

This contract and its Attachments 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.

EXHIBIT A

AA-2218

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

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

MIAMI DADE COUNTY A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA, THROUGH ITS
COMMUNITY ACTION AND HUMAN SERVICES
DEPARTMENT (CASHD)

ALLIANCE FOR AGING, INC.

SIGNED BY: 

NAME: MORRIS COPELAND, CPM

TITLE: CHIEF COMMUNITY SERVICES OFFICER
MIAMI-DADE COUNTY, FL

DATE: 12/20/21

SIGNED BY: Max B. Rothman
Max B. Rothman (Dec 23, 2021 10:43 EST)

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

TITLE: PRESIDENT AND CEO

DATE: Dec 23, 2021

INDEX TO CONTRACT ATTACHMENTS

ATTACHMENT	ATTACHMENT DESCRIPTION
ATTACHMENT I	STATEMENT OF WORK
ATTACHMENT II	FINANCIAL COMPLIANCE AUDIT ATTACHMENT
ATTACHMENT II EXHIBIT 1	AUDIT REPLATIONSHIP DETERMINATION
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**ALLIANCE FOR AGING, INC.
STATEMENT OF WORK
OLDER AMERICANS ACT**

SECTION I: SERVICES TO BE PROVIDED

1.1 Alliance for Aging, Inc. Mission Statement

The Alliance mission is to promote and advocate for the optimal quality of life for older adults and their families.

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 DOEA instructions.

Area Plan Update: A revision to the area plan wherein the Alliance enters OAA specific data in the CIRTS. An update may also include other revisions to the area plan as instructed by the DOEA.

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

Criteria: A standard which the Administration on Aging/Administration for Community Living set for the Title IIID Program. AoA/ACL's standard criterion consists of three tiers: Minimal Criteria, Intermediate Criteria, and Highest-Level Criteria.

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.

Living Healthy: Also known as CDSMP for the State of Florida.

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. These systems assist older individuals to attain and maintain maximum independence with supportive services.

The NSIP provides incentives for the effective delivery of nutritious meals to older individuals. NSIP allows programs to increase the number and/or the quality of meals served. NSIP is a cash allotment or commodity program that supplements funding or food used in meals served under the OAA. Florida has opted for cash payments in lieu of donated foods.

1.3.2 Authority

All applicable federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

- a. Catalog of Federal Domestic Assistance No. 93.043, 93.044, 93.045, 93.052, and 93.053;
- b. Older Americans Act of 1965, as amended 2016;
- c. 42 U.S.C. §303, 42 U.S.C. §604;
- d. Rule 58A-1, Florida Administrative Code (FAC);
- e. Section 430.101, Florida Statutes (F.S.); and
- f. DOEA Programs and Services Handbook,
<http://www.allianceforaging.org/providers/program-documents>

1.3.3 Scope of Service

The Provider is responsible for coordinating and assessing the needs of older persons and assuring the availability of quality services. The services shall be provided in a manner consistent with the Handbook and the procurement documents leading to this contract. . If receiving NSIP funding, the provider shall use NSIP funding to supplement funding for food used in meals served by OAA Nutrition Program Providers.

1.3.4 Major Program Goals

The major goals of the OAA program are to improve older individual's quality of life, preserve their independence, and prevent or delay their need for costlier institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives and effective delivery of nutritious meals that meet the diverse needs of elders and their caregivers.

1.3.5 Leadership and Advocacy

As a designated Focal Point, a provider is encouraged to provide coordination of services for older individuals. The Provider must also provide community leadership on aging issues and serve as the advocate and focal point for the elderly within the community in cooperation with agencies, organizations and individuals participating in activities funded by the Alliance. Advocacy should include initiating positive changes in public or private policies and attitudes towards older persons, taking action to improve, modify, or eliminate situations which adversely impact on lives of older persons, or expressing support for older persons and their interests. Advocacy activities may be broadly supportive of the general interests of older persons or may involve specific activities on behalf of individuals.

1.4 Clients to Be Served**1.4.1 General Description**

Preference shall be given to those with the greatest economic and social needs, 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.

1.4.1.1 OAA Title III, General Client Eligibility

Consumers shall not be dually enrolled in an OAA program and a Medicaid capitated long-term care program, with the exception of consumers in need of OAA Legal Assistance services and OAA Congregate Nutrition Services, including transportation services to and from congregate meal sites.

1.4.1.2 NSIP

Meals served to an elderly individual, funded in whole or in part under Statewide Medicaid Managed Care Long-Term Care, Home Care for the Elderly, Community Care for the Elderly Programs, or other means tested programs may not be included in the NSIP count. OAA-funded congregate meals provided to SMMC LTC clients may be included in the NSIP count.

- 1.4.1.3 OAA Title IIIB, Supportive Services, Client Eligibility
(1) Individuals age 60 or older
- 1.4.1.4 OAA Titles IIIC1 and IIIC2, Nutrition Services, Client Edibility
General factors that should be considered in establishing priority for nutrition services include those older persons who meet the following:
(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.
- 1.4.1.5 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.
- 1.4.1.6 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 the following:
(1) Individuals age 60 or older who are 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.
- 1.4.1.7 OAA Title IIID, Disease Prevention and Health Promotion Services
(1) Target individuals age sixty (60) or older; and
(2) Priority will be given to individuals residing in medically underserved areas.
- 1.4.1.8 OAA Title IIIE, Caregiver Support Services, Client Eligibility
(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, as per ATTACHMENT I, Section 1.2.

SECTION II – MANNER OF SERVICE PROVISION

2.1 Service Tasks

In order to achieve the goals of the OAA program, the Provider shall ensure the following tasks:

- (1) Client Eligibility Determination: The Provider shall ensure that applicant data is evaluated annually to determine eligibility prior to rendering services. Eligibility to become a client is based on meeting the requirements described in this contract.
- (2) Targeting and Screening of Service Delivery for New Clients: The Provider shall develop and implement policies and procedures consistent with OAA targeting and screening criteria.
- (3) Program Services: The Provider shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. The Provider shall ensure the performance and report performance of the following services are in accordance with the current Handbook.
- (4) Program Eligibility Requirements
 - a. Eligibility Criteria
 - Entities must meet the following criteria to be eligible for program participation:
 - i. An agency that has received a grant under OAA Title III [OAA section 311(42 U.S.C. § 3030a)]; and
 - ii. A nutrition service provider that serves meals and is under the jurisdiction, control, management and audit authority of the Area Agency on Aging and the Department.
 - b. Provider's Nutrition Service Operations
 - The Provider shall ensure the nutrition service operations of the Provider meet the requirements of this contract, as well as any other applicable regulations and policies prescribed by the current Handbook, the Department of Health and Human Services, USDA, DOH and local health departments, DBPR, or any other agency designated to inspect meal quality for the State. The Provider must agree to notify the Alliance of any sanitation inspections, especially those that include high priority violations and provide a copy of the report to the Alliance within 24 hours. Closures must be reported immediately. All subcontracted food service vendors must provide a written corrective action plan to the Nutrition Provider for any high priority or significant findings on sanitation inspections. The CAPs must be approved by the Provider's registered dietician and submitted to the Alliance to ensure that deficiencies are remedied.
 - c. Prescribed Nutritional Requirements
 - The Provider shall ensure that each meal provided under this contract meets the following criteria:
 - i. Complies with the current Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the Department of Agriculture;
 - ii. Provides a minimum of 33 1/3 percent of the dietary reference intakes/adequate intakes for an age 70+ female as established by the Food and Nutrition Board of the National Academy of Sciences; and
 - iii. Is served from and approved Alliance menu.
 - d. Food Origin and Commodities Requirements
 - Consistent with existing requirements of the NSIP, the Provider and its service providers may use NSIP cash to purchase foods of U.S. origin for their nutrition projects under Title III of the OAA. NSIP funds must be used to expand meal services to older adults.
- (5) Monitoring the performance of its subcontractors and/or vendors
- (6) Comply with the Alliance's Nutrition policies and procedures

2.2 Use of Subcontractors and/or Vendors

If this contract involves the use of a subcontractor and/or vendor, then the Provider shall not delay the implementation of its agreement with the subcontractor or vendor. If any circumstance occurs that may result in a delay for a period of sixty (60) days or more the initiation of the subcontract/vendor or the performance of the subcontractor/vendor, the Provider shall notify the Alliance Contract Manager in writing of such delay. The Provider shall not permit a subcontractor/vendor to perform services related to this contract without having a binding subcontractor/vendor agreement executed. The Alliance will not be responsible or liable for any obligations or claims resulting from such action.

2.2.1 Copies of Subcontracts/Vendors

The Provider shall submit a copy of all subcontracts and/or vendors to the Alliance Contract Manager within thirty (30) days of execution of each subcontract agreement. Throughout the contract period, the Provider shall immediately submit and changes to subcontractors to the Alliance Contract Manager.

2.2.2 Monitoring the Performance of Subcontractors and/or Vendors

The Provider shall monitor, at least once per year, each of its subcontractors, sub-recipients, vendors, and/or consultants paid from funds provided under this contract.

- a. Sub-recipients - The Provider shall perform fiscal, administrative and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance and compliance with applicable state and federal laws and regulations. The Provider shall monitor to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods, and other performance goals stated in this contract are achieved.
- b. Vendors – The Provider shall perform administrative and programmatic monitoring to ensure contractual compliance, programmatic performance and compliance with applicable state and federal laws and regulations. The Provider shall monitor to ensure that time schedules are met, and the scope of work is accomplished within the specified time periods, and other performance goals stated in this contract are achieved. The Provider shall perform a modified fiscal monitoring to include billing/invoicing procedures and reconciliation to ensure fiscal accountability and sustainability.

2.2.3 The Provider shall ensure that all required client data for services provided by subcontractors and/or vendors are entered in the CIRT database per the Department's CIRT Policy Guidelines. The data must be entered into the CIRT database before the Provider submits the Request for Payment and Expenditure Reports to the Alliance. The Provider shall establish time frames with its subcontractors and vendors to ensure compliance with due dates for the Requests for Payment and Expenditure Reports to the Alliance.

2.3 Staffing Requirements

2.3.1 Staffing Levels

The Provider shall assign its own administrative and support staff as needed to perform the tasks, responsibilities and duties under this contract and ensure that subcontractors and/or vendors dedicate adequate staff accordingly.

2.3.2 Professional Qualifications

The Provider shall ensure that the staff responsible for performing any duties or functions within this contract have the qualifications as specified in the Handbook.

2.3.3 Service Times

The Provider shall ensure the provision of services listed in this contract during normal business hours unless other times are more appropriate to meet the performance requirements of this contract,

and it shall monitor its subcontractors and/or vendors 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.

2.3.4 Use of Volunteers to Expand the Provision of Available Services

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

2.4 Deliverables

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the tasks specified in this contract. The Provider must submit all required documentation in the time and manner specified for the minimum performance levels to be met. Each deliverable must be accepted in writing by the Alliance Contract Manager based on the requirements for each deliverable before the Provider submits an invoice requesting payment.

The Provider shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. The Provider shall ensure the performance and reporting of the following services in accordance with the current Handbook and this contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount.

The Provider shall provide the services described in the contract in accordance with the current Handbook. Units of service will be paid pursuant to the rates established in ATTACHMENT VII.

The services include the following categories:

2.4.1 Supportive Services (IIB Program)

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;
- (2) Chore Services;
- (3) Companionship;
- (4) Counseling (Gerontological);
- (5) Emergency Alert Response;
- (6) Escort;
- (7) Homemaker;
- (8) Housing Improvement;
- (9) Legal Assistance
- (10) Material Aid;
- (11) Personal Care;
- (12) Recreation;
- (13) Screening and Assessment;
- (14) Shopping Assistance;
- (15) Transportation; and
- (16) Specialized Medical Equipment, Services, and Supplies

2.4.2. Congregate Nutrition Services (IIC1 Program)

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 the following:

- (1) Congregate meals;
- (2) Congregate meals screening;
- (3) Nutrition education and nutrition counseling;

2.4.3 Home Delivered Nutrition Services (IIC2 Program)

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 the following:

- (1) Home delivered meals;
- (2) Nutrition education and counseling;
- (3) Screening/Assessment.

2.4.4. Disease Prevention and Health promotion Services (IID Program)

Evidence-Based Disease Prevention and Health promotion (“EBDPHP”) service have been demonstrated through evaluation to be effective for improving the health, wellbeing or reducing disease, disability and/or injury among older adults, and proven effective with older adult populations. The ACL defines EBDPHP services as meeting highest-level criteria. Only services that meet the highest-level criteria are allowed under the IID Program. EBDPHP services must be delivered per the requirements of the program and ensure program fidelity. Evidence based programs include the following:

- (1) A Matter of Balance
- (2) Chronic Disease Self-Management
- (3) Diabetes Self-Management Program
- (4) Enhanced Fitness
- (5) HomeMeds

2.4.5. Caregiver Support Services (IIE 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;
- (2) Caregiver Training/Support (Individual & Group);
- (3) Respite Services;
- (4) Screening/Assessment;

2.4.6. Caregiver Support Supplemental Services (IIES Program)

The following services are provided to complement the care provided by caregivers:

- (1) Chore Services;
- (2) Housing Improvement;
- (3) Material Aid; and
- (4) Specialized Medical Equipment, Services and Supplies.

2.4.7. Caregiver Support Grandparent Services (IIEG Program):

Services for grandparents or older individuals who are relative caregivers designed to help meet their caregiving obligations include the following:

- (1) Legal Assistance;

2.5 Reports

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

2.5.1 Retrospective Unit Cost Methodology

The Provider shall submit a Retrospective Unit Cost Methodology to the Alliance annually, no later than 90 days after the provider Fiscal year end. The Service Cost Reports shall reflect actual costs of providing each service for the preceding Provider fiscal year. If the Provider desires to renegotiate its reimbursement rates, the Provider shall make a request in writing to the Alliance in accordance with the Alliance's approved Reimbursement Rate Review Policy, which is incorporated by reference.

2.5.2 Surplus/Deficit Report

The Provider will respond to the consolidated Surplus/Deficit report in a format provided by the Alliance to the Alliance's Contract Manager. Surplus/Deficit reports must be submitted with the monthly request for payment. This report is for all services provided in this agreement incorporating in this contract between the Provider and the Alliance. The report will include the following:

- (1) A list of all Services and their current status regarding surplus or deficit, and why they differ from its original budget projections.
- (2) A detailed plan on how the surplus or deficit spending exceeding the 1% monthly threshold will be resolved. The plan must include specific budget numbers to reflect how the Provider plans to address the variance.
- (3) Number of clients currently on the waitlist (APCL).
- (4) Number of Unduplicated Client served.

2.5.3 Volunteer Activity Report

The Provider shall submit an annual unduplicated report of volunteer hours on the format provided by the Alliance. The data collection period is from January 1 – December 31 for each calendar year. The data submission date is five (5) working days following the close of the contract period.

2.5.4 CIRTS

Client Information and Registration Tracking System (CIRTS) Reports:

The Provider shall input OAA-specific data into CIRTS or eCIRTS, depending on the instructions provided by the Alliance, to ensure CIRTS data accuracy. The Provider shall use CIRTS-generated (or eCIRTS generated) reports which include the following:

- (1) Client Reports;
- (2) Monitoring Reports;
- (3) Services Reports; and
- (4) Outcome Measures Reports.
- (5) Fiscal Reports

2.5.5 Program Highlights

The Provider shall submit Program Highlights referencing specific events that occurred in previous contract year by September 10th of the current contract year. The Provider shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Provider shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight. The Provider shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Alliance.

2.5.6 Outreach Activity

The Provider shall report on outreach activities at least semi-annually using a uniform reporting format established by the Alliance. The format must include the following information: number and type of provider events or activities; date and location; total number of participants at each event or activity; individual service needs identified; and referral sources or information provided. Reports must be submitted by June 30 and December 31 of each contract year. At a minimum, the number of outreach activities required to be completed annually for the Provider must be consistent with the number of outreach activities referenced in the procurement documents leading to this contract.

2.5.7 Health and Wellness Reports

The Provider shall submit Monthly Programmatic Reports for EBDPHP services. The Alliance Contract Manager will provide an Excel spreadsheet with the following tabs: Health and Wellness (one for each month); Success Story (reported only in May); Partnership (one tab updated as needed); and a Statistical Breakdown Page.

- a. Information provided in the Monthly Programmatic Report must match CIRTTS data and the Request for Payment.
- b. The Provider shall review program documentation to ensure documentation is complete and adequately supports the information reported on the Monthly Programmatic Report prior to submitting a Request for Payment. The Provider will attest to the review in the "comments" section of the Monthly Programmatic Report and provide relevant information regarding the documentation as needed.
- c. Program documentation shall include all the following elements: Sign-In Sheet or Attendance Log; flyers or documentation demonstrating efforts to recruit participants and promote EBDPHP services provided; current facilitator certificates; copy of program license (if applicable); and any forms required by the specific program.
- d. Provider shall ensure that program documentation includes a Sign-In Sheet or Attendance Log with date, time, name of program, participant names, and name of program facilitator(s). If the Attendance Log does not include a space for participant signatures, additional program documentation must be included with participant signatures that matches the participant names and dates in the Attendance Log. Exceptions may be approved by Alliance Contract Manager. Requests must be made in writing and kept with program documentation.
- e. Participants must write and sign their name on program sign-in sheet or Attendance Log. Attendance Logs with participant names typed or written in by the same person will not be accepted as program documentation. If a participant refuses or is unable to write their own name and sign, the instructor may sign by proxy for the participant with a note on the sign-in sheet stating why it is necessary to do so (the note needs to be initialed and dated).
- f. The Provider shall abide by all program fidelity requirements and annually observe delivery of EBDPHP services. A note will be included in the Monthly Programmatic Report, in the comments section, when a program has been observed. Documentation pertaining to the observation will be kept and provided to the Alliance upon request.
- g. The Provider shall contact the Alliance Contract Manager in the event of an emergency or an exigent circumstance where the provider is unable to maintain an aspect of fidelity of the EBDPHP services (e.g., minimum or maximum number of participants) before the end of the workshop. At the discretion of the Alliance Contract Manager, the service may be reimbursed under this contract; however, if the fidelity infraction is discovered after the program has finished, during the Request for Payment Process or a desk review, the Provider may not be reimbursed for the workshop or shall be requested to reimburse the Alliance the cost of the workshop.

- h. The Provider shall collaborate and partner with organizations to extend the reach of EBDPHP services. Partnerships shall be designed to stimulate innovation of new approaches and activities in EBDPHP services, development of greater capacity, and leverage other funding sources. Partnerships shall also address building and sustaining an infrastructure for the dissemination of EBDPHP services. This includes, but is not limited to, recruitment of trainers and participants, covering costs for licenses, and replicating program fidelity.
- i. The Provider shall document, and provide to the Alliance upon request, evidence of partnerships created formally through Memoranda of Agreement/Understanding. Provider will be required to keep track of partnerships in the Monthly Programmatic Report. Each month the Provider shall review and provide updates as necessary.

2.5.8 Older Floridians Legal Assistance Program ("OFLAP-IS") Reports

The purpose of the OFLAP-IS reports is to collect consistent and standard data to illustrate the range and type of legal assistance provided by the Provider to older persons in social or economic need.

The Provider shall submit reports to the Alliance in the format provided by the Department to ensure that legal services reached the targeted groups and served the priority issue areas described in Attachment I, Section 1.4.1 of this contract. The Provider shall compile and report data using the definitions and specific instructions provided by the Department and the Alliance. Reports are to be submitted in the timeframes established for each report, as follows:

- OFLAP Units of Service - Monthly (for billing purposes) to AAA
- OFLAP Client Report – Semi-annually**
- OFLAP Closed Cases Report – semi-annually
- OFLAP Narrative Report - semi-annually
- Case Examples / Good Stories
- Education Events
- Publications (Optional)
- Unmet Needs (Optional)

**Individual clients are to be counted only once per calendar year but are to be reported semi-annually so that the Alliance can track achievement of projected goals. Semi-annual reports will be year-to-date counts of unduplicated clients: 1) January - June; and 2) January - December.

Reports must be submitted annually to the Alliance by January 15th.

2.6 Records and Documentation

The Provider agrees to make available to Alliance and/or the Department staff and/or any party designated by the Alliance and/or Department all contract related records and documentation. The Provider shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Alliance and/or the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards. Data must be usable and in a readable format by the Alliance and/or the Department.

2.6.1. CIRTIS Data Maintenance

The Provider will ensure the accurate collection and maintenance of client and service information on a monthly basis from the CIRTIS or any such system designated by the Alliance. Maintenance includes valid exports and backups of all data and systems according to Alliance and DOEA standards. The Provider must adhere to the Alliance CIRTIS Data Integrity Policies & Procedures, incorporated by reference, in order to ensure data accuracy.

2.6.2 Data Integrity and Back-up Procedures

The Provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors and/or vendors. These policies and procedures shall be made available to the Alliance upon request.

2.7 Performance Specifications

2.7.1 Outcomes and Outputs (Performance Measures) – At a minimum, the Provider must:

- (1) Ensure the provision of the services described in this contract are in accordance with the current Handbook and in the Manner of Service Provision described in this contract.
- (2) Timely and accurately submit to the Alliance all information described in this contract.
- (3) Develop, document, and follow strategies submitted in the procurement documents leading to this contract to support the Department's performance outcome measures in the following criteria:
 - a) 66% of new service recipients with high-risk nutrition scores will improve their nutritional status.
 - c) 65% of new service recipients will maintain or improve their ADL's assessment score.
 - d) 62.3% of new service recipients will maintain or improve their IADL's assessment score.
 - e) 89% of family and family-assisted caregivers will self-report they are very likely to provide care.

2.7.2 Monitoring and Evaluation Methodology

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

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

2.7.3 Remedies-Nonconforming Services

The Provider shall ensure that all participants served under this agreement are eligible for the program, and that all monthly and/or quarterly performance reports and financial records are maintained for each reporting period and submitted as stipulated in 2.4, 2.5, 2.6, and 2.7.

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

2.8 Provider's Financial Obligations

2.8.1 Matching, Level of Effort, and Earmarking Requirements

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

2.8.2 Consumer Contributions

Consumer contributions are to be used under the following terms:

- 1) The Provider assures compliance with Section 315 of the OAA 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 Provider is expected to spend all federal, state and other funds provided by the Alliance for the purpose specified in the contract. The Provider must manage the service dollars in such a manner so as to avoid having a wait list, a deficit, or a surplus of funds at the end of the contract period, for each program managed by the Provider. Program surpluses must be reported to the Alliance.

2.8.4 Surplus Recapture

In accordance with its surplus/deficit management policies, in order to maximize available funding and minimize the time that potential clients must wait for services, the Alliance in its sole discretion can reduce funding awards if the Provider is not spending according to monthly plans and is projected to incur a surplus at the end of the year.

2.8.5 The Provider agrees to use funds as detailed in the Budget Summary, ATTACHMENT VII. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment. Providers must adhere to Alliance's Modified Spending Policy, incorporated by reference, when requesting changes to the budget Summary Form.

2.8.6 Title III Funds

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

2.9 ALLIANCE'S RESPONSIBILITIES:

2.9.1 Program Guidance and Technical Assistance

The Alliance will provide to the Provider guidance and technical assistance as needed to ensure the successful fulfillment of the contract by the Provider. The Providers must attend all required training session and meetings. The support, or lack thereof, shall not relieve the Provider from full performance of contract requirements.

SECTION III: METHOD OF PAYMENT**3.1 General Statement of Method of Payment**

The Method of Payment for this contract is a combination of fixed fee/unit rate, cost reimbursement, and advanced payments, subject to the availability of funds. The Provider shall ensure to 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 Alliance will pay the Provider upon satisfactory completion of Tasks/Deliverables as specified in Section II, 2.1, 2.2, and 2.5, and in accordance with other terms and conditions of this contract.

3.2 Unit of Service

The Method of Payment for this contract is a combination of fixed fee/unit rate, cost reimbursement, and advance payments, subject to the availability of funds and Provider performance. The Alliance will pay the Provider upon satisfactory completion of the Tasks/Deliverables, as specified in Section II and in accordance with other terms and conditions of the contract.

3.1.1 Fixed Fee/Unit Rate

Payment for Fixed Fee/Unit Rates shall not exceed amounts established in ATTACHMENT VII, per unit of service.

3.1.2 Cost Reimbursement

Payment may be authorized only for allowable expenditures, which are in accordance with the services specified in ATTACHMENT VII. All Cost Reimbursement Requests for Payment must include the Receipt and Expenditure Report (ATTACHMENT X) beginning with the first month of the contract.

3.1.3 Advance Payments

The Provider may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department by the State of Florida ("budget release"). The Provider requests for advance payment require the written approval of the Alliance and the Department's Contract Manager. The Provider shall provide the Alliance's Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed. If sufficient budget is available, the Alliance and the Department may issue approved advance payments after July 1st of the contract year. All advance payments will be reconciled and recouped from the third through the twelfth month. Reconciliation and recouping of advances made under this contract are to be completed in accordance with ATTACHMENT VII.

3.3 Advance Payments

3.3.1 The Provider may request up to two months of advances at the start of the contract period, if available, to cover program service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Alliance. The Provider shall provide the Alliance documentation justifying the need for an advance and describing how the funds will be distributed.

3.3.2 The Provider's requests for advance require the approval of the Alliance. If sufficient budget is available, the Alliance will issue approved advance payments after January 1, 2022. Advance payments will not be issued for NSIP.

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

- 3.3.4 All advanced payments made to the Provider shall be recouped in accordance with the Reporting Schedule, ATTACHMENT VIII of this contract.
- 3.3.5 Interest earned on advances must be identified separately by source of funds, state or federal. Providers shall maintain advances of federal funds in interest bearing accounts unless otherwise exempted in accordance with 45 CFR 74.22(k). Earned interest must be returned to the Alliance at the end of each quarter.

3.4 Invoice Submittal and Requests for Payment

Payment shall be made upon the Providers presentation of an invoice, following acceptance and approval by the Alliance of deliverables shown on the invoice. The Provider shall maintain documentation to support payment requests that shall be available to the Alliance or authorized individuals, such as the Department of Financial Services, upon request. Supporting documentation of services provided must be adequate to permit fiscal and programmatic evaluation and ensure internal management.

The form and substance of each invoice submitted by the Provider shall be as follows:

- 3.4.1 All requests for payment and expenditure reports submitted to support requests for payment shall be on forms 106 (ATTACHMENT IX), 105 (ATTACHMENT X-EXHIBIT 1), 117 (ATTACHMENT X-EXHIBIT 2) and 118 (ATTACHMENT X-EXHIBIT 3).
- (1) Form 106
 - (2) Form 105 is for all OAA Titles – Use one form per Title
 - (3) Form 117 is for NSIP
 - (4) Form 118 is for NSIP
- 3.4.2 The Provider shall submit all payment requests based on the submission of the Provider's 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 VII to this contract.
- 3.4.3 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 Provider and any adjustments thereto.
- 3.4.4 The Alliance will authorize payment only for allowable expenditures, which are in accordance with the limits specified in ATTACHMENT VII.
- 3.4.5 Monthly review of the Receipt and Expenditure Report and the Request for Payment Form by the Alliance will focus on:
- (1) Line-item comparison of year-to-date expenditures with the budget to monitor rate of expenditures;
 - (2) Allowable total reimbursement, on a service-by-service level, does not exceed budgeted/contractual amount (No unilateral modified spending authority.);
 - (3) Validation of service units reported against CIRTS.
- 3.4.6 In order to properly manage the program budget, the Provider must submit invoices for payment no later than the 6th day following the month in which the expense was incurred, not to exceed three (3) months after the end of the month in which the expense was incurred, except that invoices cannot be submitted after Close Out Report date. Invoices submitted late will require the approval of the Alliance's contract manager. Late invoices will not be paid unless justification is submitted and approved in writing by the contract manager.
- 3.4.7 **Date for Final Request for Payment**
The Provider shall submit the final request for payment to the Alliance by the date indicated on Attachment VIII of this contract.

- 3.4.8 Payments will be made to the Provider based on a complete and correct invoice, invoices that are incomplete or with incorrect total will not be processed and will be returned to the Provider for correction. Fiscal staff will not be able to correct or make changes to the invoices. Returning invoices for corrections may result in failure to receive payment for that month. Invoices shall be submitted timely as per ATTACHMENT VII in order to avoid any payment delays.
- 3.4.9 The Provider must enter all required data following DOEA's CIRTS Policy Guidelines for clients and services in the CIRTS database. Data must be entered into CIRTS before the Providers submit their request for payment and expenditure reports.
- 3.4.10 The Provider shall run monthly CIRTS reports and verify that client and service data in CIRTS is accurate. This report must be submitted to the Alliance with the monthly request for payment and expenditure report and must be reviewed by the Alliance before the Provider's request can be approved by the Alliance.
- 3.4.11 For Providers receiving funding for Material Aid services, Material Aid must be provided only when there is no available alternative, e.g., another program funding source or community resource, that can accomplish the service or supply the goods. Prior written approval shall be obtained in writing from the Alliance's contract manager for purchases of \$150.00 or more. Written approval must be submitted with the request for payment.

3.5. Remedies for Nonconforming Services

The Provider shall ensure that all goods and/or services provided under this contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.

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

3.5.1. Corrective Action Plan

1. Provider shall ensure 100% of the deliverables identified in ATTACHMENT I, Section II (Manner of Service Provision) of this contract, are performed pursuant to contract requirements.
2. If at any time the Provider is notified by the Alliance that it has failed to correctly, completely, or adequately perform contract deliverables identified in ATTACHMENT I, Sec. II, the Alliance will demand the Provider to submit a CAP within **10 business days** to the Alliance Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Alliance's Contract Manager. Failure to submit the CAP as prescribed above would result in non-compliance and actions result in actions in Section 46 and 50 of this contract.
3. If the Provider fails to correct an identified deficiency within the approved time period specified in the CAP, the result is non-Compliance and actions result in actions in Section 46 and 50 of this contract.

3.5.2. Compliance

The Alliance may withhold, reduce payment, or begin action for non-compliance in Sections 46 and 50 of this contract if the Provider fails to perform the deliverables to the satisfaction of this contract according to the requirements referenced in ATTACHMENT I, Section I and Section II of this contract.

ATTACHMENT II

ATTACHMENT II
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 and/or the Department as described in this section.

I. MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133, as revised), and s. 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Alliance and/or the Department 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. In the event the Alliance and/or the Department determines that a limited scope audit of the Provider is appropriate, the Provider agrees to comply with any additional instructions provided by the Alliance and/or the Department to the Provider regarding such audit. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Alliance and/or the Department.

AUDITS**PART I: FEDERALLY FUNDED**

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

In the event that the Provider expends \$750,000.00 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 2 CFR Part 200. EXHIBIT 2 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 2 CFR Part 200. An audit of the Provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph I, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200.508.

If the Provider expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, is not required. In the event that the Provider expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from 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 and/or the Department shall be fully disclosed in the audit report with reference to the Alliance agreement involved. If not otherwise disclosed as required by 2 CFR Part 200.510, 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.

PART II: STATE FUNDED

This part is applicable if the Provider is a non-state entity as defined by s. 215.97(2), F.S.

In the event that the Provider expends a total amount of state financial assistance equal to or in excess of \$750,000.00 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 s. 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 2 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 non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

If the Provider expends less than \$750,000.00 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 s. 215.97, F.S., is not required. In the event that the Provider expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the 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 69I-5.003, F.A.C., 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.

II. PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, and required by PART I of this agreement shall be submitted, when required by 2 CFR Part 200.512, by or on behalf of the Provider directly to each of the following:

The Alliance at each of the following addresses:

**Alliance for Aging, Inc.
Attn: Fiscal Department
760 NW 107th Avenue
Suite 214
Miami, FL 33172**

For fiscal year 2013 and earlier to the Federal Audit Clearinghouse designated in 2 CFR §200.36 at the following address:

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

For fiscal year 2014 and later, pursuant to 2 CFR §200.512, the reporting package and the data collection form must be submitted electronically to the Federal Audit Clearinghouse.

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

The Provider shall submit a copy of any management letter issued by the auditor, to the Florida Department of Elder Affairs, via the Alliance, at the following address:

**Alliance for Aging, Inc.
Attn: Fiscal Department
760 NW 107th Avenue
Suite 214
Miami, FL 33172**

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

The Florida Department of Elder Affairs, via the Alliance, at the following address:

**Alliance for Aging, Inc.
Attn: Fiscal Department
760 NW 107th Avenue
Suite 214
Miami, FL 33172**

The Auditor General's Office at the following address:

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

Any reports, management letter, or other information required to be submitted to the Department pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Providers, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Provider shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six (6) years from the date the audit report is issued, and shall allow the Department or its designee, the CFO or Auditor General access to such records upon request. The Provider shall ensure that audit working papers are made available to the Alliance and/or the Department or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Department.

ATTACHMENT II
 FINANCIAL, AND COMPLIANCE AUDIT ATTACHMENT
 EXHIBIT I

PART 1: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part §200.500, and/or s. 215.97, F.S.. 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 I is met. Providers who have been determined to be vendors are not subject to the and it requirements of 2 CFR Part §200.38, and/or s. 215.97, F.S. 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 2 CFR Part §200 and/or Rule 691-5.006, F.A.C., Contractor has been determined to be:

- Vendor not subject to 2 CFR Part §200.38 and/or s. 215.97, F.S.
- Recipient/subrecipient subject to 2 CFR Part §200.86 and §200.93 and/or s. 215.97, F.S.
- Exempt organization not subject to 2 CFR Part §200 and/or s. 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a 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 s. 215.97(7), F.S., and Rule 69I-.5006, F.A.C. [state financial assistance] and 2 CFR Part §200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, 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 §200.416- Cost Principles*
- 2 CFR Part §200.201- Administrative Requirements**
- 2 CFR Part §200.500- 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 §200.400-.411- Cost Principles*
- 2 CFR Part §200.100 -Administrative Requirements
- 2 CFR Part §200.500- Audit Requirements Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

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

- 2 CFR Part §200.418- Cost Principles*
- 2 CFR Part §200.100- Administrative Requirements
- 2 CFR Part §200.500 -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 2 CFR Part §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 80.

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

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ATTACHMENT II FINANCIAL, AND COMPLIANCE AUDIT ATTACHMENT EXHIBIT 2-FUNDING SUMMARY

Note: Title 2 CFR § 200.331, as revised, and s. 215.97, F.S., require that information about Federal Programs and State Projects included in ATTACHMENT II, Exhibit 1 be provided to the recipient. Information contained is a prediction of funding sources and related amounts based on the contract budget.

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Title IIIB – Support Services	U.S. Health and Human Services	93.044	\$844,428.91
Older Americans Act Title IIIC1 – Congregate Meals	U.S. Health and Human Services	93.045	\$1,051,041.04
Older Americans Act Title IIIC2 – Home Delivered Meals	U.S. Health and Human Services	93.045	\$662,763.46
Older Americans Act Title IIID	U.S. Health and Human Services	93.043	
Older Americans Act Title IIIE – Caregiver Support Services Title IIIEG – Caregiver Support Services Title III ES – Caregiver Support Services	U.S. Health and Human Services	93.052	\$266,131.91
Older Americans Act Nutrition Services Incentive Program	U.S. Health and Human Services	93.053	\$279,101.41
TOTAL FEDERAL AWARD			\$ 3,103,466.73

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

FEDERAL FUNDS:

2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL AWARD			

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

STATE FINANCIAL ASSISTANCE:

Section 215.97, F.S., Chapter 69I-5, F.A.C., Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules and regulations.

ATTACHMENT III

CERTIFICATIONS AND ASSURANCES

The Alliance will not award this contract unless the Provider completes these CERTIFICATIONS AND ASSURANCES in performance of this contract. The Provider provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
 - B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
 - C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
 - D. Certification Regarding Public Entity Crimes, s. 287.133, F.S.
 - E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
 - F. Certification Regarding Scrutinized Companies Lists, s. 287.135, F.S.
 - G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans and Cooperative Agreements
 - H. Verification of Employment Status Certification
 - I. Records and Documentation
 - J. Certification Regarding Inspection of Public Records
- A. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTION.**

The undersigned Provider certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts

at all tiers (including subcontracts, vendors, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING - CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

The undersigned Provider certifies, to the best of its knowledge and belief, that:

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 Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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 employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

C. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80). -As a condition of the Contract, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped

individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

Providers also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I - financially assisted program or activity, and to all contracts, Provider makes to carry out the WIA Title I - financially assisted program or activity. Provider understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

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

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

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

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

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

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

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

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

Contract / Rate Agreement Number:	AA-2218 OAA Miami-Dade		
Total Renewal Amount:	_____		
Total Contract / Rate Agreement Amount:	Not to exceed \$3,103,466.73		
Provider Name:	Miami-Dade Community Action and Human Services Department		
Provider FEIN:	59-6000573		
Provider's Authorized Representative Name:	EDELING MONDESTIN, RN		
Provider's Authorized Representative Title:	CHIEF, EDSB (CAHSD)		
Address:	701 NW 1st COURT, 11th FLOOR		
City:	MIAMI	State:	FLORIDA
		Zip:	33136
Phone Number:	786-469-4830		
Email Address:	EDELING.MONDESTIN@miamidade.gov		

Paragraph 287.135(2)(a), Florida Statutes (F.S.), prohibits agencies from contracting with companies, for goods or services of any amount, that are on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or are engaged in a boycott of Israel.

Paragraph 287.135(2)(b), F.S., prohibits agencies from contracting with companies, for goods or services of **\$1,000,000 or more**, that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or are engaged in business operations in Cuba or Syria.

The most current lists are found at the following website:
<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

As the person authorized to sign on behalf of Provider, I hereby certify that the company identified above in the section entitled "Provider Name" is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel.

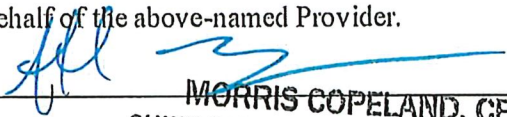
For actions of **\$1,000,000 or more**: As the person authorized to sign on behalf of Provider, I hereby certify that the company identified above in the section entitled "Provider Name" is not on the Scrutinized Companies with Activities

in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or engaged in business operations in Syria.

As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, they shall become inoperative. In *ODEBRECHT Construction, Inc. v. Secretary, Florida Department of Transportation*, 715 F.3d 1268, (11th Cir. 2013) the court held the provision of s. 287.135, Florida Statutes relating to Cuba unconstitutional and noted that the provision relating to Syria had not been challenged and was therefore not before the court on appeal.

I understand that pursuant to subsection 287.135(5), F.S., the submission of a false certification may result in the contract / rate agreement being terminated and subject the above-named Provider to civil penalties, attorney's fees and/or costs, including any costs for investigations that led to the finding of false certification.

Additionally, per subparagraph 287.135(5)(a)2., F.S., I understand that the above-named Provider is ineligible to bid on any contract with an agency or local governmental entity for three years after the date the agency or local governmental entity determined that the company submitted a false certification.

Certified by: _____
 who is authorized to sign on behalf of the above-named Provider:
 Print Name of Above Signee: 
 Title: MORRIS COPELAND, CPWA
CHIEF COMMUNITY SERVICES OFFICER
MIAMI-DADE COUNTY, FL
 Date: 12/20/21

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

1. The Provider and any subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Provider, subcontractors, vendors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted, or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Provider will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Provider and any subcontractors and/or vendors 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.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

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

The Provider shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all subcontractors and/or vendors 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 Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

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

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

- a. In addition to the requirements of section 12 of this contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by s. 119.0701(4), F.S., and the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
 - i. Notwithstanding s 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in s. 768.28(2), F.S.
- b. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (**the Department**) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

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Additionally, I certify this organization does does not provide for institutional memberships.

Provider's signature below attests that records pertaining to the dues or membership application by the Alliance and the Department are available for inspection as stated above.

By execution of this contract, Provider must include these provisions in all related subcontract agreements (if applicable).

By execution of this contract, Provider must include these provisions (A-J) in all related subcontract agreements (if applicable).

By signing below, Provider certifies the representations outlined in parts A through J above, are true and correct.



Signature and Title of authorized Representative

701 NW 1st Court, 11th Floor

Street Address

Miami Dade County a political subdivision of the State of Florida, through its Community Action and Human Services Department (CASHD)

Provider Name

MORRIS COPELAND, CPM
CHIEF COMMUNITY SERVICES OFFICER
MIAMI-DADE COUNTY, FL

Miami, FL 33136

Date

City, State, Zip code

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. 501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 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.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> 	<p>TITLE</p> <p>MORRIS COPELAND, CPM CHIEF COMMUNITY SERVICES OFFICER MIAMI-DADE COUNTY, FL</p>
<p>APPLICANT ORGANIZATION</p> <p>MIAMI DADE COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, THROUGH ITS COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT (CASHD)</p>	<p>DATE SUBMITTED</p> <p>12/20/21</p>

ATTACHMENT VII

CONTRACT BUDGET SUMMARY BY SERVICE AND TITLE

CIRTS SUMMARY FOR THE AGENCY

Services to be Provided	Service Unit Rate	Maximum Units of Service	Maximum Dollars
Adult Day Care IIIB	\$ 92.00	1,632	\$ 150,134.60
Chore IIIB	\$ 16.10	699	\$ 11,252.01
Companionship IIIB	\$ 9.20	1,442	\$ 13,262.61
Escort IIIB	\$ 18.60	90	\$ 1,669.38
Homemaker IIIB	\$ 14.95	9,296	\$ 138,982.33
Personal Care IIIB	\$ 14.95	9,296	\$ 138,982.33
Recreation IIIB	\$ 11.50	1,873	\$ 21,540.19
Transportation IIIB	\$ 8.50	41,362	\$ 351,578.87
Transportation MLTC IIIB	\$ 8.50		
Screening & Assessment IIIB	\$ 28.33	554	\$ 15,700.53
Shopping Assistance IIIB	\$ 9.00	147	\$ 1,326.05
Congregate Meals C1	\$ 6.12	166,048	\$ 1,016,212.67
Congregate Meals MLTC C1	\$ 6.12		
Congregate Meals Guest C1	\$ 6.12		
Congregate Meals Volunteer C1	\$ 6.12		
Emergency Congregate Meals C1	\$ 5.65	2,084	\$ 11,776.57
Congregate Meals Screening C1	\$ 23.00	769	\$ 17,677.19
Nutrition Counseling C1	\$ 56.23	50	\$ 2,838.71
Nutrition Education C1	\$ 1.00	2,536	\$ 2,535.89
Home Delivered Meals - Frozen C2	\$ 5.65	114,414	\$ 646,441.28
Emergency Shelf Home Delivered Meals C2	\$ 5.65	1,335	\$ 7,541.60
Screening and Assessment C2	\$ 28.33	270	\$ 7,649.34
Nutrition Counseling C2	\$ 56.23	10	\$ 536.53
Nutrition Education C2	\$ 1.00	595	\$ 594.71
Adult Day Care IIIE	\$ 92.00	1,541	\$ 141,753.42
Respite Facility IIIE	\$ 12.65	9,726	\$ 123,028.37
Screening & Assessment IIIE	\$ 28.33	48	\$ 1,350.12
NSIP	\$ 0.72	387,641	\$ 279,101.41
TOTAL			\$ 3,103,466.73

ATTACHMENT VIII

OLDER AMERICANS ACT CONTRACT REPORT CALENDAR
ADVANCE BASIS CONTRACT

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

Legend: * Advance based on projected cash need.

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

Note # 2: Report numbers 5 through 14 shall reflect an adjustment of one-tenth of the total advance amount, on each of the reports, repaying advances issued the first two months of the agreement. The adjustment shall be recorded in Part C, 1 of the report (ATTACHMENT IX).

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

EXHIBIT A

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ATTACHMENT IX

REQUEST FOR PAYMENT FORM 106 OLDER AMERICANS ACT / NSIP

PROVIDER NAME, ADDRESS, PHONE & FED ID NUMBER Provider Name: <input style="width: 100%;" type="text"/> Provider Address: <input style="width: 100%;" type="text"/> Provider Telephone: <input style="width: 100%;" type="text"/>	TYPE OF REPORT: Advance <input style="width: 50%;" type="text"/> Reimbursement <input style="width: 50%;" type="text"/>	Contract #: <input style="width: 100%;" type="text"/> Contract Period: <input style="width: 100%;" type="text"/> Report Period: <input style="width: 100%;" type="text"/> REPORT #: <input style="width: 100%;" type="text"/>
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CERTIFICATION: I hereby certify to the best of my knowledge that this request conforms with the terms and the purposes set forth in the above contract.

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

BUDGET SUMMARY	IIIB	IIIC1	IIIC2	IIID	IIIE	NSIP	TOTAL
Approved Contract Amount	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Previous Month YTD Billed	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prior Month Ending Contract Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Current Month Amount Billed	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Less Current Month Adv Payback	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contracted Funds Requested for Month	0.00	0.00	0.00	0.00	0.00	0.00	0.00

PSA #11 OAA NSIP Forms, Revised October 2010

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ATTACHMENT X EXHIBIT 2

RECEIPTS AND EXPENDITURE REPORT NSIP

PROVIDER NAME, ADDRESS, PHONE# 0 0 0 0	PROGRAM FUNDING SOURCE : NSIP	Contract #: 0 Contract Period: 0 Report Period: 0 REPORT #: 0
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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: _____

EXPENDITURE COMPUTATION	CURRENT MONTH		YEAR TO DATE		PREVIOUS YTD UNITS	
	CONGREGATE	HOME DELIVERED	CONGREGATE	HOME DELIVERED	CONGREGATE	HOME DELIVERED
	OAA Funded Meals UNITS	0	0	0	0	0
LSP Funded Meals UNITS	0	0	0	0	0	0
NDP Funded Meals UNITS	0	0	0	0	0	0
Total Funded Meals UNITS	0	0	0	0	0	0
Line 1 Times \$.72 cents per Meal	\$0.00	\$0.00	\$0.00	\$0.00		
	MTD Total Meals	0	YTD Total Meals	0		
	MTD Total Expenditures	\$0.00	YTD Total Expenditures	\$0.00		

CONTRACT SUMMARY

Approved Contract Amount	\$0.00
Actual Expenditures for this Report	\$0.00
Total Expenditures Year to Date	\$0.00
Contract Balance	\$0.00

PSA/PROVIDER MONTHLY MEALS REPORT

PSA Number	11
Month of Report	0
Number of days served this month	

Total number of meals, regardless of funding source, served to:

- all persons 60 years of age or older and their spouses, regardless of age
- volunteers, regardless of age, who provider services during meal hours on a Regular basis
- handicapped or disabled individuals residing in housing facilities occupied primarily by elderly at which congregate meal services were provider during the month.

Provider Name	Congregate Meals	Home-Delivery Meals	Total
0	0	0	0
TOTAL:	0	0	0

I certify that the above information is accurate and complete to the best of my knowledge.

Signature: _____ Title: _____ Date: _____

EXHIBIT A

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ATTACHMENT B

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name: Miami Dade County a political subdivision of the State of Florida, through its Community Action and Human Services Department (CASHD)	MIAMI- County: Dade	
Address 701 NW 1ST COURT, 11TH FLOOR	Completed By DAVID SWEET, CONTRACT OFFICER	
City, State, Zip Code MIAMI, FLORIDA 33136	Date 12/17/2021	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: MIAMI-DADE COUNTY

PROVISION OF SOCIAL AND NUTRITIONAL SERVICES TO PROMOTE AND ADVOCATE FOR THE OPTIMAL QUALITY OF LIFE FOR OLDER ADULTS AND THEIR FAMILIES

2. POPULATION OF AREA SERVED. Source of data: MOST RECENT US CENSUS DATA

Total# <u>2,262,292</u>	% White <u>18.3</u>	% Black <u>20.0</u>	% Hispanic <u>61.3</u>	% Other <u>0.2</u>	% Female <u>51.5</u>		
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3. STAFF CURRENTLY EMPLOYED. Effective date: DECEMBER 17, 2021

Total# <u>168</u>	% White <u>3.9</u>	% Black <u>52.5</u>	% Hispanic <u>43.6</u>	% Other <u>2.0</u>	% Female <u>87.5</u>	% Disabled <u>4.5</u>	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED Effective date: DECEMBER 17, 2021

Total# <u>2,800</u>	% White <u>16.5</u>	% Black <u>40.5</u>	% Hispanic <u>41.0</u>	% Other <u>2.0</u>	% Female <u>71.0</u>	% Disabled <u>37.0</u>	% Over 40 <u>100</u>
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total# <u>13</u>	% White <u>23</u>	% Black <u>23</u>	% Hispanic <u>46</u>	% Other <u>0</u>	% Female <u>38</u>	% Disabled <u>0</u>	
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PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with DOEA? If NA or NO, explain. NA YES NO

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

8. 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

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

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

CAHSD DOES NOT ASSIGN ROOMS TO CLIENTS

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

YES

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

POSTERS, WRITTEN NOTIFICATION, DOCUMENTS AND VERBAL INSTRUCTIONS ARE PROVIDED TO ALL CLIENTS

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

THE HAVE BEEN ZERO (0) DISCRIMINATION COMPLAINTS FILED BY CLIENTS IN THE OAA PROGRAM

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

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

15. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain.

YES

16. Is there an established grievance procedure that incorporates due process in the resolution of complaints? YES NO__ If NO, explain.

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17. Has a person been designated to coordinate Section 504 compliance activities? YES NO If NO, explain.
EDELINE MONDESTIN, RN 786-469-4830

18. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain.
YES

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

PART IV

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

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

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

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

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

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2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEA recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

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13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - Modify policies and practices that do not meet Section 504 requirements.
 - Take remedial steps to eliminate any discrimination that has been identified.
 - Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT D



Ron DeSantis
Governor

Richard Prudom
Secretary



BACKGROUNDSCREENING

Attestation of Compliance - Employer

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

- The term "employer" means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of

Miami-Dade County
Employer Name

located at 111 NW 1st Street Miami, FL 33128
Street Address City State ZIP code

I, Morris Copeland do hereby affirm under penalty of
Name of Representative

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

[Signature]
Signature of Representative
MORRIS COPELAND, CPM
CHIEF COMMUNITY SERVICES OFFICER
MIAMI-DADE COUNTY, FL

12/20/21
Date



SHIRLEY L. JONES
Commission # HH 039047
Expires September 2, 2024
Bonded Thru Budget Notary Services

[Signature]

ATTACHMENT F

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

This Business Associate Agreement is dated DEC. 20, 2021, by the Alliance for Aging, Inc. ("Covered Entity") and Miami Dade County a political subdivision of the State of Florida, through its Community Action and Human Services Department (CASHD), ("Business Associate"), a not-for-profit Florida corporation.

1.0 Background.

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

The parties therefore agree as follows:

2.0 Definitions. For purposes of this agreement, the following definitions apply:

- 2.1 **Access.** The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.
- 2.2 **Administrative Safeguards.** The administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic Protected Health Information (ePHI) and to manage the conduct of the covered entity's workforce in relation to the protection of that information.
- 2.3 **ARRA.** The American Recovery and Reinvestment Act (2009)
- 2.4 **Authentication.** The corroboration that a person is the one claimed.
- 2.5 **Availability.** The property that data or information is accessible and useable upon demand by an authorized person.
- 2.6 **Breach.** The unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.
- 2.7 **Compromises the Security.** Posing a significant risk of financial, reputational, or other harm to individuals.
- 2.8 **Confidentiality.** The property that data or information is not made available or disclosed to unauthorized persons or processes.
- 2.9 **Electronic Protected Health Information (ePHI).** Health information as specified in 45 CFR §160.103(1)(i) or (1)(ii), limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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

3.0. Obligations and Activities of Business Associate.

- 3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this agreement or as Required by Law.
- 3.2 Business Associate agrees to:
 - (a) Implement policies and procedures to prevent, detect, contain and correct Security violations in accordance with 45 CFR § 164.306;

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

3.13 Business Associate agrees to implement security measures to safeguard ePHI that it accesses, maintains, or transmits as part of this agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

3.14 Business Associate agrees to comply with:

- (a) ARRA § 13404 (Application of Knowledge Elements Associated with Contracts);
- (b) ARRA § 13405 (Restrictions on Certain Disclosures and Sales of Health Information); and
- (c) ARRA § 13406 (Conditions on Certain Contacts as Part of Health Care Operations).

4.0 Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in this Agreement or any related agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in any and all contracts with Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

5.0 Specific Use and Disclosure Provisions.

5.1 Except as otherwise limited in this agreement or any related agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

5.2 Except as otherwise limited in this agreement or any related agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5.3 Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B), only when specifically authorized by Covered Entity.

5.4 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

6.0 Obligations of Covered Entity.

6.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI, by providing a copy of the most current Notice of Privacy Practices (NPP) to Business Associate. Future Notices and/or modifications to the NPP shall be posted on Covered Entity's website at www.allianceforaging.org.

6.2 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

7.0 Permissible Requests by Covered Entity. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

8.0 Effective Date and Termination.

8.1 The Parties hereby agree that this agreement amends, restates and replaces any other Business Associate Agreement currently in effect between Covered Entity and Business Associate and that the provisions of this agreement shall be effective as follows:

- (a) These Business Associate Agreement provisions, with the exception of the electronic security provisions and the provisions mandated by ARRA, HITECH and Part I shall be effective upon the later of April 14, 2003, or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI;
- (b) The electronic security provisions hereof shall be effective the later of April 21, 2005 or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI; and
- (c) Provisions hereof mandated by ARRA, HITECH and/or Part I shall be effective the later of February 17, 2010 or the effective date of the earliest contract entered into between covered entity and business associate that involves the use of PHI or ePHI.

8.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (b) Immediately terminate this agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

8.3 **Effect of Termination.** Except as provided in subparagraph (b) of this section, upon termination of this agreement, for any reason, Business Associate shall return all PHI and ePHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

- (a) This provision shall apply to PHI and ePHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI and ePHI.
- (b) In the event that Business Associate or Covered Entity determines that returning the PHI or ePHI is infeasible, notification of the conditions that make return of PHI or ePHI infeasible shall be provided to the other party. Business Associate shall extend the protections of this Agreement to such retained PHI and ePHI and limit further uses and disclosures of such retained PHI and ePHI, for a minimum of six years and so long as Business Associate maintains such PHI and ePHI, but no less than six (6) years after the termination of this agreement.

9.0 **Regulatory References.** A reference in this agreement to a section in the Privacy Rule or Security Rule means the section then in effect or as may be amended in the future.

10.0 **Amendment.** The Parties agree to take such action as is necessary to amend this agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

11.0 **Survival.** Any term, condition, covenant or obligation which requires performance by either party hereto subsequent to the termination of this agreement shall remain enforceable against such party subsequent to such termination.

12.0 **Interpretation.** Any ambiguity in this agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and Security Rule.

13.0 **Incorporation by reference.** Any future new requirement(s), changes or deletion(s) enacted in federal law which create new or different obligations with respect to HIPAA privacy and/or security, shall be automatically incorporated by reference to this Business Associate Agreement on the respective effective date(s).

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14.0 **Notices.** All notices and communications required, necessary or desired to be given pursuant to this agreement, including a change of address for purposes of such notices and communications, shall be in writing and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

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

To Business Associate: Miami Dade County a political subdivision of the State of Florida, through its Community Action and Human Services Department (CASHD)
701 NW 1st Court, 11th Floor
Miami, FL 33136

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

15.0 **Governing Law.** The laws of the State of Florida, without giving effect to principles of conflict of laws, govern all matters arising under this agreement.

16.0 **Severability.** If any provision in this agreement is unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

17.0 **Successors.** Any successor to Business Associate (whether by direct or indirect or by purchase, merger, consolidation, or otherwise) is required to assume Business Associate's obligations under this agreement and agree to perform them in the same manner and to the same extent that Business Associate would have been required to if that succession had not taken place. This assumption by the successor of the Business Associate's obligations shall be by written agreement satisfactory to Covered Entity.

18.0 **Entire Agreement.** This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements or policies relating thereto, except that this agreement does not limit the amendment of this agreement in accordance with section 10.0 of this agreement.

Covered Entity: Alliance for Aging, Inc.

By: Max B. Rothman
Max B. Rothman (Dec 23, 2021 10:43 EST)
(signature)

Date: Dec 23, 2021

Business Associate: Miami Dade County a political subdivision of the State of Florida, through its Community Action and Human Services Department (CASHD)

By: Morris Copeland
(signature)

Date: 12/20/21

MORRIS COPELAND, CPM
CHIEF COMMUNITY SERVICES OFFICER
MIAMI-DADE COUNTY, FL

ATTACHMENT G

Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
AGING AND DISABILITY RESOURCE CENTER (ADRC) – OUTSOURCED FUNCTIONS

I. If applicable, the provider agrees to the following:

A. Perform ADRC outsourced functions in accordance with the Alliance’s policies and procedures.

- i. Policies and Procedures for Outsourced Function-Screening
- ii. Policies and Procedures for Outsourced Function-Triage
- iii. Policies and Procedures for Activation from Waitlist- Client Services
- iv. Policies and Procedures for Termination from Waitlist- Client Services

B. Maintain wait lists in CIRTS in accordance with DOEA requirements.

C. Adhere to prioritization and targeting policy as set forth in the Handbook, as applicable.

D. Ensure the Provider’s Disaster Plan reflects ADRC Outsourced Functions, annually or as needed to incorporate ADRC outsourced functions.

E. Ensure against conflicts of interest and inappropriate self-referrals by referring consumers in need of options counseling or long-term care services beyond the provider’s scope of services to the Aging and Disability Resource Center.

F. Ensure that services provided are in the clients’ best interest, are the most cost effective, of high quality, and are responsive and appropriate to the assessed needs.

The Assessed Priority Consumer List (APCL) is maintained when services funded by the department are not available. Contracted Providers of registered services for Local Services Program (LSP) and Older Americans Act (OAA) must maintain waiting lists in the CIRTS database for registered services when funding is not available.

**Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for Outsourced function – Screening**

Creation Date: March 5, 2008
Revision Date: October 2019
Review Date: October 2019

Objective: To ensure that a comprehensive list of clients in need of services is maintained in CIRTS by appropriate funding source and that the ADRC is thereby able to effectively gauge the level of elder service need in Miami-Dade and Monroe Counties.

Policy: To obtain necessary information from clients in order to assist in determining level of need and eligibility for registered services funded through OAA and LSP programs.

Procedure:

1. Providers will collect information from callers and conduct a 701S assessment. Alternatively, if a 701A(B) assessment already exists or is provided from another Provider the information from the 701B can be utilized.
2. The Provider will determine the services needed and the appropriate funding source(s) that provides the needed services.

If the caller is in need of a service(s) that is not provided by the Provider, the Provider will refer caller to the ADRC Elder Helpline, as well as, to other contracted Providers and community organizations.

3. The caller will be provided with general information regarding the ADRC as well as the ADRC Elder Helpline contact number.
4. The caller will be informed of the services and funding sources that they are being placed on the wait list for in CIRTS.
5. For non-case managed programs, the Provider will create a client record in CIRTS (if there is no existing record) and enter the services needed for the caller by funding source and service. [If there is an existing record in CIRTS, the appropriate fields will be updated].
6. If the Provider determines that the caller may qualify for more than one program for which the Provider is funded, the Provider is encouraged to enter the appropriate information under multiple funding sources. [If there is an existing client record in CIRTS, the client record in CIRTS will be updated with appropriate information].
7. The Provider will inform caller that they will receive an annual re-assessment based on DOEA Wait List Reassessment Standards and encourage caller to contact the ADRC Elder Helpline with any questions.

**Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for
Outsourced function - Triage**

Creation Date: March 5, 2008
Revision Date: October 2019
Review Date: October 2019

Objective: To ensure that clients in need of DOEA funded services receive services based on the highest level of need, first, as funding becomes available.

Policy: To assist clients in obtaining DOEA funded services as funding becomes available, based on level of need as determined by a CIRTS priority score.

Procedure:

1. The Provider will conduct annual reassessments based on DOEA Wait List Reassessment Standards.
2. If there is no current 701A or B in CIRTS, the Provider will conduct the annual reassessment (701s) as appropriate. Based on the information provided via the 701S/A(B) assessment, the Provider will update the client information in CIRTS specifically as it pertains to level of need for services by funding source.
3. The Provider will ensure that the CIRTS prioritization score is accurately maintained, according to DOEA Standards. If a significant change has occurred prior to the annual re-screening, the Provider must re-screen. Definitions and examples of significant change are documented in the DOEA Programs & Services Manual Chapter 2.
4. If the caller is in need of a service(s) that is not provided by the Provider, the Provider will refer caller to the ADRC Elder Helpline, as well as, to other contracted Providers and community organizations. The caller will be informed of the services and funding sources that the wait list for and/or have been removed from the wait list for.
5. The Provider will remind client of the ADRC Elder Help Line contact number and to contact the ADRC Elder Help Line with any questions or concerns.
6. As funding becomes available, the Provider will run CIRTS Prioritization Report and activate clients according to DOEA Standards (refer to ADRC Client Activation Policies and Procedures). The Contracted Provider will apply targeting criteria, as appropriate, to prioritized clients to ensure activations meet programmatic requirements.

**Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for
Activation from Wait List – Clients/Services**

Creation Date: March 5, 2008
Revision Date: October 2019
Review Date: October 2019

Objective: To ensure that elders in need of DOEA funded services in Miami-Dade and Monroe Counties and on the CIRTS wait list begin to receive services as funding becomes available.

Policy: ADRC will work with Providers to ensure that clients waiting for DOEA funded services begin to receive those services as funding becomes available.

Procedure:

1. The Provider will activate clients on CIRTS wait list based on DOEA prioritization policies and funding availability.
2. The Provider will update CIRTS status by funding source and service for any services being activated for the client using appropriate CIRTS codes.
3. Client may be left on wait list of a different funding source than the one being activated if the Provider determines that it is appropriate.
4. Client may also be left on wait list in CIRTS if they are being activated by the Provider under a temporary non-DOEA funding source and the Provider determines that the client's need will persist after the temporary funding source is exhausted.
5. The Provider will inform the client of any services/funding source that they are being activated for as well as those services and funding sources that they will continue to be wait listed for.
6. The Provider will inform client to contact the ADRC Elder Helpline if they have any questions or concerns regarding the status of any of their services.

**Alliance for Aging, Inc.
Aging and Disability Resource Center/Elder Helpline
Policy and Procedure for
Termination from Wait List – Clients/Services**

Creation Date: March 5, 2008
Revision Date: October 2019
Review Date: October 2019

Objective: To ensure that the comprehensive list of clients in need of services in CIRTS is appropriately maintained by funding source and that the ADRC is thereby able to effectively gauge the current level of elder service need in Miami-Dade and Monroe Counties.

Policy: ADRC will maintain an accurate and current list of clients in need of elder services in Miami-Dade and Monroe Counties with the assistance of the ADRC Contracted Providers.

Procedure:

1. The Provider will re-screen clients which the Provider initially placed on the CIRTS wait list for services based on DOEA Reassessment Standards.
2. The re-screening may be in the form of a phone screening or a home visit depending on the client's status (i.e. active/pending)
3. The Provider will determine if the client is no longer in need (or eligible) for any of the services they were wait-listed for.
4. The Provider will terminate the client from the wait list (entirely or by specific service) using the appropriate CIRTS termination code for any services or funding source for which the client is determined to no longer be eligible for or no longer in need of.
5. The Provider will inform the client of any services/funding source that they are being removed from the wait list for.
6. The Provider will inform client of their ability to be re-added to the wait list if their level of need should change.
7. The Provider will inform client to contact the ADRC Elder Helpline if they have any questions or concerns regarding their wait list status.
8. Reference the Handbook as applicable.