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**FLORIDA DEPARTMENT OF ELDER AFFAIRS
STANDARD CONTRACT**

THIS CONTRACT is entered into between the Florida Department of Elder Affairs (Department or DOEA) and Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (Contractor), collectively referred to as the “Parties.”

WITNESSETH THAT:

WHEREAS, the Department has determined that it is in need of certain services as described herein; and

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

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

2. Incorporation of Documents within the Contract:

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department handbooks, manuals and/or desk books, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

3. Term of Contract:

This contract shall begin at twelve (12:00) A.M., Eastern Standard Time **January 1, 2024**, or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **December 31, 2024**.

4. Contract Amount:

The Department agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$11,732,547.00**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals:

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

6. Compliance with Federal Law:

6.1 If this contract contains federal funds this section shall apply.

6.1.1 The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200, and other applicable regulations.

6.1.2 If this contract contains federal funds and is over \$100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act (42 United States Code (U.S.C.) § 7401, et seq.), as amended, Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251, et seq.), Executive Order (EO) 11738, as amended, and, where applicable, Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Department.

6.1.3 Neither the Contractor nor any agent acting on behalf of the Contractor may use any federal funds received in connection with this contract to influence legislation or appropriations pending before Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the Certification and Assurances Attachment, which must be completed and returned to the Contract Manager prior to the execution of this contract.

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6.1.4 In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with EO 11246, Equal Employment Opportunity, as amended by EO 11375 and others, and as supplemented in Department of Labor regulations 41 CFR Part 60 and in Department of Health and Human Services regulations 45 CFR Part 92, if applicable.

6.1.5 A contract award with an amount expected to equal or exceed \$25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 180 that implement EOs 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 EO 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Contractor shall complete and sign the Certifications and Assurances Attachment prior to the execution of this contract.

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

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

6.4 The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

6.5 Unless exempt under 2 CFR § 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.

6.6 To comply with Presidential Executive Order 12989, as amended, and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Contractor during the contract term. Contractor shall include in related subcontracts a requirement that Subcontractors 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 during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

7. Compliance with State Law:

7.1 This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with Florida law, including Florida provisions for conflict of laws.

7.2 If this contract contains state financial assistance funds, the Contractor shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with laws, rules, and regulations including, but not limited to, the Reference Guide for State Expenditures.

7.3 The Contractor shall comply with the requirements of Section 287.058, F.S., as amended.

7.3.1 The Contractor shall perform all tasks contained in Attachment I.

7.3.2 The Contractor shall provide units of deliverables, including reports, findings, and drafts, as specified in Attachment I, to be received and accepted by the DOEA Contract Manager prior to payment.

7.3.3 The Contractor 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.

7.3.4 The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.

7.3.5 If itemized payment for travel expenses is permitted in this contract, the Contractor shall submit invoices for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this contract.

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- 7.3.6** The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Section 119.011(12), F.S., made or received by the Contractor in conjunction with this contract except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract for which the Department may unilaterally terminate this contract.
- 7.4** If clients are to be transported under this contract, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, Florida Administrative Code (F.A.C).
- 7.5** Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.
- 7.6** The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 7.7** The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel.
- 7.8** Board members shall have access to records of the organization in accordance with Chapter 617, Florida Statutes. Board members shall not have unfettered access to records and/or protected or confidential information of clients (recipients of services) unless specifically authorized by law. Protected health information and/or confidential information (e.g., information involving a victim of abuse, sexual assault, crime) should not be shared with Board members, or any other individuals, unless such disclosure is specifically authorized by law and necessary to the performance of their specific duties.
- 7.9** Areas that intake or store protected health information and/or confidential information shall have restricted access limited to those employees/volunteers who are authorized by law to access such information.
- 7.10** The Contractor shall secure all protected and/or confidential information and shall implement appropriate safeguards to protect unauthorized disclosure of such information in accordance with this Agreement.
- 7.11** The Contractor's Board shall hold all meetings in accordance with Chapters 286, Florida Statutes. No formal actions shall be considered binding except as taken or made at a meeting that has been properly noticed.
- 7.12** The Contractor shall notice all Board meetings on their respective websites two weeks in advance of the scheduled meeting. In the case of emergency or special meetings, emergency or special meetings should be afforded the most appropriate and effective notice under the circumstances.
- 7.13** The Contractor shall also provide a notice, agenda and copies of any related meeting materials to the DOEA Division Director for Statewide Community Based Services.
- 7.14** The Contractor shall comply with all applicable Florida and federal laws, including but not limited to, Chapters 119, 286, and 617, Florida Statutes.
- 7.15** The contractor shall comply with Section 501.171, F.S., regarding data security requirements for confidential personal information.

8. Background Screening:

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., are met regarding background screening for all contractor's and direct service providers' employees; administrators or similarly titled persons who are responsible for the day-to-day operation of the direct service provider; financial officers or similarly titled individuals who are responsible for the financial operation of the licensee or direct service provider; managers; supervisors; coordinators; volunteers; any person seeking employment with a provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, financial matters, legal matters, personal property, or living areas; and as provided herein. The Contractor and

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its direct service providers, must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. Contractor shall submit the Background Screening Attestation of Compliance-Employer (Screening Form) to the Department within thirty (30) days of execution of this contract. Should the Department have a completed Screening Form on file for the Contractor, a new Screening Form shall be submitted to the Department every twelve (12) months, and the Contractor shall also maintain copies of the new screening forms for its direct service providers as required herein. The Contractor hereby agrees to correct all background screening deficiencies identified by the Department's Contract Manager within thirty (30) days upon notification.

8.1 Further information concerning the procedures for background screening may be found at <https://elderaffairs.org/about-us/background-screening>

9. Grievance Procedures:

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

10. Public Records and Retention:

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

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

10.1.2 Upon request from the Department's custodian of public records, provide 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.

10.1.3 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 Contractor does not transfer the records to the Department.

10.1.4 Upon completion of the contract, the Contractor will either transfer, at no cost to the Department, all public records in possession of the Contractor to the Department or will keep and maintain public records required by the Department. If the Contractor transfers all public records to the Department upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor 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.

10.2 The Department may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Contractor to comply with Section 10 of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.071, F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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, Suite 315
Tallahassee, Florida 32399
850-414-2114
doeapublicrecords@elderaffairs.org**

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10.3 Upon termination of this contract, whether for convenience or for cause as detailed in section 53 of this contract, the Contractor and Subcontractors shall, at no cost to the Department, transfer all public records in their possession to the Department and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to the Department in a format that is compatible with the information technology systems of the Department.

11. Audits, Inspections, Investigations:

- 11.1** The Contractor 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 Department under this contract. Contractor shall adequately safeguard all such assets and ensure that they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.
- 11.2** The Contractor shall retain and maintain 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 Department.
- 11.3** Upon demand, at no additional cost to the Department, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 11.4** The Contractor shall ensure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Department.
- 11.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Department and federal auditors, pursuant to 45 CFR Part 75, shall be allowed full access to and the right to examine any of the Contractor's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 11.6** The Contractor shall provide a Financial and Compliance Audit to the Department as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.
- 11.7** Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S., Contractor further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this contract the Contractor understands and will comply with this subsection.
- 11.8** In accordance with Executive Order 20-44 which requires executive agencies to submit a list of entities named in statute with which a state agency must form a sole-source, public-private agreement or an entity that, through contract or other agreement with the state, annually receives 50% or more of their budget from the State or from a combination of State and Federal funds. Any Contractor that meets one or both of the criteria listed must submit an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams within thirty (30) days of execution of this contract.
- 11.8.1** The report must include total compensation including salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.
- 11.8.2** The Contractor shall inform the agency of any changes in total executive compensation between the annual reports as those changes occur.
- 11.8.3** All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the contracted entity.

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12. Nondiscrimination-Civil Rights Compliance:

- 12.1** The Contractor shall execute Assurances as stated in the Assurances-Non-Construction Programs Attachment that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status, or sex in compliance with state and federal law and regulations. The Contractor further assures that all Contractors, Subcontractors, Sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status, or sex.
- 12.2** During the term of this contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, attached to this contract.
- 12.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures shall include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 12.4** If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the any statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Department 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 the contract and denial of further assistance.

13. Monitoring by the Department:

The Contractor shall permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this contract, and to interview any clients, employees, and Subcontractor employees of the Contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will provide a written report of its findings to the Contractor and, where appropriate, the Contractor shall develop a Corrective Action Plan (CAP). The Contractor hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Department's Contract Manager.

14. Provision of Services:

The Contractor shall provide services in the manner described in Attachment I.

15. Coordinated Monitoring with Other Agencies:

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

16. New Contract(s) Reporting:

The Contractor shall notify the Department within ten (10) days of entering into a new contract with any of the remaining four (4) state human service agencies. 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. In complying with this provision, and pursuant to Section 287.0575, F.S., the Contractor shall complete the Contractor's State Contracts List attached to this contract.

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17. Indemnification:

The Contractor shall indemnify, save, defend, and hold harmless the Department and its agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the execution of this contract or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Department for claims, demands, actions, or causes of action arising solely out of the negligence of the Department.

- 17.1** Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 17 is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

18. Insurance and Bonding:

18.1 The Contractor 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 Section 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance coverage necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract. The Contractor shall ensure that the Department has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in this contract.

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

19. Confidentiality of Information:

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

20. Health Insurance Portability and Accountability Act:

Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

21. Incident Reporting:

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

21.2 The Contractor 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 Contractor, its Subcontractors, and their employees.

22. Bankruptcy Notification:

During the term of this contract, the Contractor shall immediately notify the Department if the Contractor, its assignees, Subcontractors, or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Department: (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.

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23. Sponsorship and Publicity:

- 23.1** As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.
- 23.2** The Contractor shall not use the words "State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific written authorization has been obtained by the Department prior to such use.

24. Assignments:

- 24.1** The Contractor shall not assign the rights and responsibilities under this contract without the prior written approval of the Department. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Department shall constitute a material breach of the contract. In the event the State of Florida approves assignment of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with this contract.
- 24.2** The State of Florida is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida upon giving prior written notice to the Contractor.
- 24.3** This contract shall remain binding upon the successors in interest of the Contractor and the Department.

25. Subcontracts:

- 25.1** The Contractor is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Contractor or its Subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Department deems necessary. The Contractor further agrees that the Department will not be liable to the Subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Department against any such claims.
- 25.2** The Contractor shall promptly pay any Subcontractors upon receipt of payment from the Department or other state agency. Failure to make payments to any Subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and Subcontractor, will result in a penalty as provided by statute.

26. Independent Capacity of Contractor:

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

27. Payment:

Payments shall be made to the Contractor for all completed and approved deliverables (units of service) as defined in Attachment I. The DOEA Contract Manager will have final approval of the Contractor's invoice submitted for payment and will approve the invoice for payment only if the Contractor has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Department's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S. A Vendor Ombudsman has been established within the Florida Department of Financial Services and may be contacted at 800-342-2762.

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28. Return of Funds:

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

29. Data Security, Recovery, and Damages for Non-Performance:

29.1 Data Security. The Contractor and all Contractor Representatives shall comply with Rule Chapter 60GG-2, Florida Administrative Code (F.A.C.), which contains information technology (IT) procedures; and requires adherence to the Department's security policies in performance of this Contract. The Contractor shall provide immediate notice to the Department's information Security Manager (ISM), within the Office of Information Technology, 1) in the event it becomes aware of any security breach or any unauthorized transmission or loss of any or all of the data collected, created for, or provided by the Department (State Data); and 2) of any allegation or suspected violation of Rule Chapter 60GG-2, F.A.C. Except as required by law or legal process, and, with respect to the Department's information, after notice to the Department, the Contractor shall not divulge to third parties any Confidential Information obtained by the Contractor in the course of performing Contract work according to applicable rules, including, but not limited to, Rule Chapter 60GG-2, F.A.C. "Confidential Information" means information in the possession or under the control of the state of Florida (State) or the Contractor that is exempt from public disclosure pursuant to chapter 119, F.S., or to any other applicable provision of State or federal law that serves to exempt information from public disclosure. This includes, but is not limited to, the security procedures, business operations information, or commercial proprietary information. The Contract will not be required to keep confidential any information that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's Confidential Information, or information that is otherwise obtainable under State law as a public record. If State Data will reside in the Contractor's system, the Contractor will conduct at the Contractor's expense, an annual network penetration test or security audit of the Contractor's system(s) on which State Data resides and will share the results with the State upon request to.

29.2 Data Protection. No State Data will be transmitted, processed, or stored outside of the United States of America regardless of method, except as required by law. Access to the Department's State Data will only be available to staff approved and authorized by the Department that have a legitimate business need. Access to State Data does not include remote support sessions for devices that might contain the State Data; however, during the remote support session the Contractor must escort the remote support access and maintain visibility of the support personnel's actions. Requests for remote access to the Department's systems will be submitted to the Department's Help Desk. Remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools. When remote access is no longer needed, the Department must be promptly notified, and access will be promptly removed.

29.3 Breach and Negligence. The Contractor agrees to protect, indemnify, defend, and hold harmless the Department from and against any and all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to the Contractor's breach of this Section or the negligent acts or omissions of the Contractor related to this section.

29.4 Ownership of State Data. The Department's State Data will be made available to the Department upon its request, in the form and format reasonably requested by the Department. Title to all of the Department's State Data will remain property of the Department and/or become property of the Department upon receipt and acceptance. Notwithstanding the foregoing, for purposes of this Section, any fields used for authentication for services shall be excluded from the definition of State Data for security purposes. The Contractor shall not possess or assert any lien or other right against or to any State Data in any circumstances.

30. Social Media and Personal Cell Phone use:

- 30.1** Inappropriate use of social media and personal cell phones may pose risks to DOE's confidential and proprietary information and may jeopardize compliance with legal obligations. By signing this contract, Contractor agrees to the following social media and personal cell phone use requirements.
- 30.2 Social Media Defined.** The term Social Media and /or personal cellular communication includes, but is not limited to, social networking websites, blogs, podcasts, discussion forums, RSS feeds, video sharing, SMS (including Direct Messages (DMs), iMessages, text messages, etc.); social networks like Instagram, TikTok, Snapchat, Google Hangouts, WhatsApp, Signal, Facebook, Pinterest, and Twitter; and content sharing networks such as Flickr and YouTube. This includes the transmission of social media through any cellular or online transmission via any electronic, internet, intranet, or other wireless communication.
- 30.3 Application to any direct or incidental DOE or other state business.** This contract applies to any DOE or other state business conducted on any of the Contractor's, Subcontractor's, or their employees' social media accounts or through personal cellular communication.
- 30.4 Application to DOE and Contractors Equipment.** This contract applies regardless of whether the social media is accessed using DOE's IT facilities and equipment or equipment belonging to Contractor, Subcontractor, or their respective employees. Equipment includes, but is not limited to, personal computers, cellular phones, personal digital assistants, smart watches, or smart tablets.
- 30.5 Florida Government in the Sunshine, Florida Public Records Law, and HIPAA.** Contractor acknowledges that any DOE or other state business conducted by social media or through personal cellular communication is subject to Florida's Government in the Sunshine Law, Florida's Public Records Law (Chapter 119, Florida Statutes), and the Health Insurance Portability and Accountability Act (HIPAA). Compliance with these laws and other applicable laws are further detailed in the contract.
- 30.6 Prohibited or Restricted Postings.** Any social media posts which include photos, videos, or names of clients, volunteers, staff, or other affiliates of DOE may only be posted when authorized by law and when any required HIPAA authorizations and any other consents or authorizations required pursuant to federal or state law are on file with the contractor's records.
- 30.7 Assist DOE with Communications.** Contractors may be asked periodically to assist in distributing certain DOE communications through their social media outlets. Any such requests should be posted in adherence to the social media requirements herein and the other provisions of this contract.

31. Conflict of Interest:

The Contractor 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 Contractor or Subcontractor shall participate in the selection or in the award of a contract 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 individuals, has a financial or other interest in the firm being selected for award. The Contractor's or Subcontractor's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to Subcontracts. The Contractor's board members and management must disclose to the Department any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or, if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The Contractor's employees and Subcontractors must make the same disclosures described above to the Contractor's board of directors. Compliance with this provision will be monitored.

32. Public Entity Crime:

Pursuant to Section 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 Contractor, Supplier, Subcontractor, or Consultant under a

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contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty six (36) months following the date of being placed on the Convicted Vendor List.

33. Purchasing:

33.1 The Contractor shall procure products and/or services required to perform this contract in accordance with section 413.036, F.S.

33.1.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

33.1.2 Pursuant to sections 413.036(1) and (4), F.S., the Contractor shall not be required to procure a product or service from RESPECT if: (a) the product or service is not available within a reasonable delivery time, (b) the Contractor is required by law to procure the product or service from any agency of the state, or (c) the Contractor determines that the performance specifications, price, or quality of the product or service is not comparable to the Contractor's requirements.

33.1.3 This act shall have precedence over any law requiring state agency procurement of products or services from any other nonprofit corporation unless such precedence is waived by the Department in accordance with its rules.

33.1.4 Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

33.2 The Contractor shall procure any recycled products or materials which are the subject of, or are required to carry out, this contract when the Department of Management Services determines that those products are available, in accordance with the provisions of section 403.7065, F.S.

33.3 The Contractor shall procure products and/or services required to perform this contract in accordance with section 946.515, F.S.

33.3.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

33.3.2 The corporation identified is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Additional information about PRIDE and the commodities or contractual services it offers is available at <https://pride-enterprises.org/>.

33.4 The Contractor shall provide a Certified Minority Business Subcontractor Expenditure (CMBE) Report summarizing the participation of certified suppliers for the current reporting period and project to date. The CMBE Report shall include the names, addresses, and dollar amount of each certified participant, and a copy must be forwarded to the Department, Division of Financial Administration, and must accompany each invoice submitted to the Department. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department's Minority Coordinator (850-414-2153) will assist with questions and answers. The CMBE Report is attached to this contract.

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34. Patents, Copyrights, Royalties:

If this contract is awarded state funding and if any discovery, invention, or copyrightable material is developed or produced in the course of or as a result of work or services performed under this contract or in any way connected with this contract, or if ownership of any discovery, invention, or copyrightable material was purchased in the course of or as a result of work or services performed under this contract, the Contractor shall refer the discovery, invention, or copyrightable material to the Department to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571(5)(k), F.S., the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract.

- 34.1** If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this Section 34.
- 34.2** If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR § 200.315 or 45 CFR § 75.322, as applicable.
- 34.3** Notwithstanding the foregoing provisions, if the Contractor or one of its Subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, Subcontractors, or Assignees of any resulting patented, copyrighted, or trademarked work products.

35. Emergency Preparedness and Continuity of Operations:

- 35.1** If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety, or welfare, the Contractor shall, within thirty (30) calendar days of the execution of this contract, submit to the DOEA Contract Manager, verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Department of emergency provisions.
- 35.2** In the event a situation results in a cessation of services by a Subcontractor, the Contractor shall remain responsible for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

36. Equipment:

- 36.1** Equipment means: (a) tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit 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 - 2 CFR § 200.33 and 45 CFR § 75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$5,000.00 or more per unit, and expected useful life of at least one (1) 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].
- 36.2** Contractors and Subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Department upon request. The Contractor shall promptly investigate, fully document, and notify the DOEA Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the DOEA Contract Manager.
- 36.3** The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, at a minimum, meet the following requirements and shall include accurately maintained equipment records with the following information:
 - 36.3.1** Property records must be maintained that include a description of the equipment;
 - 36.3.2** Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;

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- 36.3.3** Source of funding for the equipment, including the federal award identification number;
 - 36.3.4** Whether title vests in the Contractor or the federal government;
 - 36.3.5** Acquisition date (or date received, if the equipment was furnished by the federal government);
 - 36.3.6** Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
 - 36.3.7** Location, use and condition of the equipment and the date the information was reported;
 - 36.3.8** Unit acquisition cost; and
 - 36.3.9** Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.
 - 36.3.10** A physical inventory must be taken, and the results reconciled with the property records at least once every two (2) years.
 - 36.3.11** A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated. 45 CFR § 75.320(d)(3).
 - 36.3.12** Adequate maintenance procedures must be developed to keep the property in good condition.
 - 36.3.13** If the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.
- 36.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$5,000.00 is part of the cost of carrying out the activities and functions of the grant awards and title (ownership) will vest in the Contractor [for federal funds see 2 CFR § 200.313(a) and 45 CFR § 75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract or identified in the sub-agreements with Subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F.S., rule 60A-1.017, F.A.C., and 2 CFR Part 200 and/or 45 CFR Part 75.
- 36.5** The Contractor shall not dispose of any equipment or materials provided by the Department or purchased with funds provided through this contract without first obtaining the approval of the DOEA Contract Manager. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Department's Contract Manager. The request should include a brief description of the property, purchase price, funding source, and percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition of the property (i.e., transfer or donation to another agency that administers federal programs, offer of the items for sale, destroy the items, etc.).
- 36.6** The DOEA Contract Manager will issue disposition instructions. If disposition instructions are not received within one hundred twenty (120) days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR § 200.313 or 45 CFR § 75.320, as applicable.
- 36.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of the Department. Real property purchases from Older Americans Act funds are subject to the provisions of 42 U.S.C. 3030b. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations, and therefore, are subject to the provisions of Section 216.348, F.S.
- 36.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 36.9** The Contractor must adhere to the Department's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel, and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the Department upon

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request. The Contractor has the responsibility to require any Subcontractors to comply with the Department's ITR procedures.

37. PUR 1000 Form:

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

<http://dms.myflorida.com/purchasing>

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

38. Use of State Funds to Purchase or Improve Real Property:

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

39. Dispute Resolution:

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

40. Financial Consequences:

If the Contractor fails to meet the minimum level of service or performance identified in this contract, the Department shall impose financial consequences as stated in Attachment I.

41. No Waiver of Sovereign Immunity:

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

42. Venue:

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

43. 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 Department or the Contractor unless expressly contained herein or by a written amendment to this contract signed by both Parties.

44. 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.

45. 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.

46. Condition Precedent to Contract Appropriations:

The Parties agree that the Department's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

47. Addition/Deletion:

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

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48. Waiver:

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

49. Compliance:

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

50. Final Invoice:

The Contractor shall submit the final invoice for payment to the Department no later than thirty (30) days after the contract ending date unless otherwise specified in Attachment I. If the Contractor fails to do so, all right to payment is forfeited and the Department shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract shall be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Department.

51. Renegotiations of Modifications:

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

52. Suspension of Work:

The Department may, in its sole discretion, suspend any or all activities under the contract or purchase order, at any time, when in the interest of the State to do so. The Department shall provide the Contractor 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 Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Department 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 Contractor to any additional compensation.

53. Termination:

53.1 Termination for Convenience. The Department, by written notice to the Contractor, may terminate this contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

53.2 Termination for Cause. The Department may terminate this contract if the Contractor 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, or (4) abide by any statutory, regulatory, or licensing requirement. The Contractor shall continue work on any work not terminated. Except for defaults of Subcontractors at any tier, the Contractor 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 Contractor. 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 Contractor and the Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor 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 Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the contract.

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54. Electronic Records and Signature:

The Department authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this contract. A Contractor 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, Section 668.50, F.S. All electronic records must be fully auditable; are subject to Florida's Public Records Law, Chapter 119, F.S.; must comply with contract Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by this contract.

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

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

55. Contract Manager:

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

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

a.	The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Area Agency on Aging of Palm Beach/Treasure Coast, Inc. 4400 North Congress Avenue West Palm Beach, FL 33407
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Holly Vath, Chief Financial Officer 4400 North Congress Avenue West Palm Beach, FL 33407
c.	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	Dwight Chenette, CEO, 4400 North Congress Avenue West Palm Beach, FL 33407 561-684-5885
d.	The section and location within the Department where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Florida Department of Elder Affairs Division of Financial Administration 4040 Esplanade Way, Suite 215 Tallahassee, Florida 32399-7000
e.	The name, address, and telephone number of the Contract Manager for this contract is:	Staci Eppes, FCCM 4040 Esplanade Way, Suite 335H Tallahassee, Florida 32399-7000 850-414-2135
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party.		

57. All Terms and Conditions Included:

This contract and its Attachments I – XVIII, including any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either written or verbal, between the Parties.

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

IN WITNESS WHEREOF, the Parties hereto have caused this one hundred and eight (108) page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.

SIGNED BY: Dwight Chenette
D4FF7F4F615C4FA...

NAME: Dwight Chenette

TITLE: CEO

DATE: 12/20/2023

**STATE OF FLORIDA,
DEPARTMENT OF ELDER AFFAIRS**

SIGNED BY: Michelle Branham
A9A2BE65E6554B1...

NAME: MICHELLE BRANHAM

TITLE: SECRETARY

DATE: 12/20/2023

Federal Tax ID: 65-0087858 002

UEI: YKY7NAM2HM18

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ATTACHMENT I STATEMENT OF WORK

I. *SERVICES TO BE PROVIDED*

A. Definitions of Terms

1. Contract Acronyms

Area Agency on Aging (AAA)
 Activities of Daily Living (ADL)
 Administration on Aging (AoA)
 Administration on Community Living (ACL)
 Assessed Priority Consumer List (APCL)
 Adult Protective Services (APS)
 Chronic Disease Self-Management Education (CDSME)
 Chronic Disease Self-Management Program (CDSMP)
 Dietary Reference Intake (DRI)
 Enterprise Client Information and Registration Tracking System (eCIRTS)
 Evidence-Based Disease Prevention and Health Promotion (EBDPHP)
 Florida Department of Business and Professional Regulations (DBPR)
 Florida Department of Elder Affairs (DOEA or Department)
 Florida Department of Health (DOH)
 Inform USA
 Information and Referral (I&R)
 Instrumental Activities of Daily Living (IADL)
 National Council on Aging (NCOA)
 Nutrition Services Incentive Program (NSIP)
 Older Americans Act (OAA)
 Planning and Service Area (PSA)
 State of Florida (State)
 Statewide Medicaid Managed Care Long-Term Care (SMMC LTC)
 United States Department of Agriculture (USDA)
 United States Department of Health and Human Services (USDHHS)

2. Program Specific Terms

Adult Child with a Disability: A child who is age 18 or older and is financially dependent on an older individual who is a parent of the child and has a disability.

Area Plan: A plan developed by the AAA outlining a comprehensive and coordinated service delivery system in its PSA in accordance with Section 306 of the OAA [42 United States Code (U.S.C.) § 3026] and Department instructions.

Area Plan Update: A revision to the Area Plan wherein the AAA enters OAA specific data in eCIRTS. An update may also include other revisions to the Area Plan as instructed by the Department.

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

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Criteria: A standard which the AoA/ACL 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 (1) determined to be unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision or (2) unable to perform at least three such activities without such assistance; or, (3) due to a 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, who: (1) lives with the child, (2) 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 (3) has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

B. General Description

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.

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 Nos. 93.043, 93.044, 93.045, 93.052, and 93.053;
- b. Older Americans Act of 1965, as amended 2020;
- c. 42 U.S.C. § 303 and § 604;
- d. Rule 58A-1, Florida Administrative Code (F.A.C.);
- e. Section 430.101, Florida Statutes (F.S.);
- f. Section 430.07, Florida Statutes (F.S.); and
- g. DOEA Programs and Services Handbook, which is hereby incorporated by reference, to include any subsequent revisions thereof.

3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of the OAA Title IIIB, Title IIIC1, Title IIIC2, Title IIID, and Title IIIE Programs and NSIP, within its designated PSA. The program services shall be provided in a manner consistent with the Contractor's current Area Plan, as updated and hereby incorporated by reference, and the current DOEA Programs and Services Handbook. The Contractor shall use the NSIP funding to supplement funding for food used in meals served by OAA Nutrition Program Providers.

4. Major Program Goals

The major goals of the OAA Program are to improve older individuals' 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.

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C. Clients to be Served**1. General Description**

The OAA Program gives preference to older individuals with greatest economic need and older individuals with greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas),

2. Client Eligibility**a. OAA Title III**

Consumers shall not be dually enrolled in an OAA Program and a Medicaid capitated Long-Term Care Program, except consumers in need of OAA Legal Assistance services and OAA Congregate Nutrition Services, including transportation to and from congregate meal sites.

b. NSIP

Meals served to an elderly individual, funded in whole or in part under the SMMC LTC, 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.

c. OAA Title IIIB, Supportive Services

- i. Individuals must be age sixty (60) or older; and
- ii. I&R/Assistance services are provided to individuals regardless of age.

d. OAA Titles IIIC1 and IIIC2, Nutrition Services, General

General factors that shall be considered in establishing priority for the receipt of nutrition services include those older persons who:

- i. Cannot afford to eat adequately;
- ii. Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
- iii. Have limited mobility which may impair their capacity to shop and cook for themselves;
- iv. Have a disabling illness or physical condition requiring nutritional support; or
- v. Have been screened at a high nutritional risk.

e. OAA Title IIIC1, Congregate Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in Section I.C.2.d. above, 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 the following:

- i. Individuals age sixty (60) or older;
- ii. Any spouse (regardless of age) who attends the dining center with his/her eligible spouse;
- iii. Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;
- iv. Disabled persons who reside at home with and accompany an eligible person to the dining center; and
- v. Volunteers, regardless of age, who provide essential services on a regular basis during meal hours.

f. OAA Title IIIC2, Home Delivered Nutrition Services

In addition to meeting the general nutrition services eligibility requirements as listed in Section I.C.2.d., 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:

- i. Individuals age sixty (60) or older who are incapacitated or unable to attend a congregate nutrition site due to illness, disability, isolation, or caring for a loved one who is ill at home;

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- ii. Individuals age sixty (60) or older who are unable to attend a congregate nutrition site due to teeth and/or mouth issues which makes it difficult to eat in public;
- iii. Individuals age sixty (60) or older who are at nutritional risk who have physical, emotional, or behavioral conditions which would make their presence at congregate nutrition sites inappropriate;
- iv. Individuals age sixty (60) or older who are at nutritional risk who are socially or otherwise isolated, including those who are self-isolating at home due to health or other reasons, and unable to attend a congregate nutrition site;
- v. Individuals age sixty (60) or older who are unable to prepare meals due to a lack of or inadequacy of facilities; an inability to shop, cook, or prepare meals safely; a lack of funds to purchase nutritious food; or a lack of appropriate knowledge or skill;
- vi. A home delivered meals recipient's spouse, regardless of age, if the provision of the collateral meal supports maintaining the person at home; and
- vii. Individuals with disabilities, regardless of age, who reside at home with home delivered meals recipients and are dependent on them for care.

g. OAA Title IIID, Disease Prevention and Health Promotion Services

- i. Target individuals age sixty (60) or older; and
- ii. Priority will be given to individuals residing in medically underserved areas.

h. OAA Title IIIE, Caregiver Support Services

Eligibility for OAA Title IIIE, Caregiver Support Services, is as follows:

- i. Eligible individuals include:
 - (1) Family caregivers of individuals age sixty (60) or older; and
 - (2) Grandparents [age fifty-five (55) or older] or older individuals [age fifty-five (55) or older] who are relative caregivers.
- ii. For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term "frail" as defined above.
- iii. For Home Delivered Meals for IIIE and IIIEG, caregivers and individuals who reside in the home and are dependent on the caregiver for care.
- iv. 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 to grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities.

II. MANNER OF SERVICE PROVISION

A. Service Tasks

To achieve the goals of the OAA Program, the Contractor shall ensure performance of the following tasks:

1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in Section I.C.2.

2. Targeting and Screening New Clients for Service Delivery

The Contractor shall develop and implement policies and procedures consistent with OAA targeting and screening criteria for new clients.

3. Program Services

The Contractor shall ensure the provision of program services is consistent with the Contractor's current Area Plan, as updated and approved by the Department, and the current DOEA Programs and Services Handbook.

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4. Program Eligibility Requirements**a. Eligibility Criteria**

To be eligible for program participation, an entity must:

- i. Be an agency that has received a grant under OAA Title III [OAA section 311(42 U.S.C. § 3030a)]; and
- ii. Partner with a nutrition service provider that serves meals and is under the jurisdiction, control, management, and audit authority of the AAA and the Department.:

b. Provider's Nutrition Service Operations

The Contractor shall ensure that 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 DOEA Programs and Services Handbook, USDHHS, USDA, DOH and local health departments, DBPR, or any other agency designated to inspect meal quality for the State.

c. Prescribed Nutritional Requirements

The Contractor 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 USDHHS and USDA; and
- ii. Provides a minimum of thirty-three and a third percent (33 1/3%) of the dietary reference intakes/adequate intakes for a female age seventy (70) or older as established by the Food and Nutrition Board of the National Academy of Sciences.

d. Food Origin and Commodities Requirements

Consistent with existing requirements of the NSIP, the Contractor 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.

B. Use of Subcontractors

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

1. Copies of Subcontracts

The Contractor shall submit copies of all subcontracts to the DOEA Contract Manager within thirty (30) days of execution of each subcontract agreement.

2. Monitoring the Performance of Subcontractors

The Contractor shall monitor, at least once per year, each of its subcontractors, sub-recipients, vendors, and/or consultants paid from funds provided under this contract. The Contractor 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 Contractor shall monitor its subcontractors to ensure that the budget and scope of work are accomplished within the specified time periods, and that all performance goals stated in this contract are achieved.

- a. The Contractor shall require subcontractors to enter all required data per the Department's eCIRTS Policy Guidelines for clients and services into the eCIRTS database. The data must be entered into the eCIRTS database before the subcontractors submit their Request for Payment and Receipts and Expenditure Reports to the Contractor. The Contractor shall establish time frames to ensure compliance with due dates for the Requests for Payment and Receipts Expenditure Reports to the Department.

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- b. The Contractor shall require subcontractors to run monthly eCIRTS reports and to verify that the client and service data in the eCIRTS database is accurate. This report must be submitted to the Contractor with the monthly Request for Payment and Receipts and Expenditure Report and must be reviewed by the Contractor before the subcontractor's Request for Payment and Receipts and Expenditure Reports can be approved by the Contractor.
- c. The Contractor shall require subcontractors to report on outreach activities at least semi-annually using a uniform reporting format established by the Contractor. Subcontractor reports must include the total number of outreach events or activities performed by the subcontractor as well as the following information for each event or activity: date, location, type of event or activity, total number of participants, individual service needs identified, and referral sources or information provided to participants.

C. Staffing Requirements

1. Staffing Levels

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

2. Professional Qualifications

The Contractor shall ensure that the staff responsible for performing any duties or functions within this contract have the qualifications specified in the DOEA Programs and Services Handbook.

3. Service Times

The Contractor shall ensure the availability of services listed in this contract at times appropriate to meet client service needs, including, at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

D. Deliverables

The following section provides the specific quantifiable units of deliverables and the source documentation required to evidence the completion of the tasks specified in this contract. The Contractor 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 DOEA Contract Manager based on the requirements for each deliverable before the Contractor submits an invoice requesting payment.

1. Delivery of Services to Eligible Clients

The Contractor shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. 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 Contractor shall ensure the performance and reporting of the following types of services, in accordance with the Contractor's current Department-approved Area Plan, the current DOEA Programs and Services Handbook, and Section II.A.

a. Supportive Services (IIIB Program)

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

- i. Adult Day Care/Adult Day Health Care;
- ii. Assurance (Telephone and In-Person);
- iii. Caregiver Support Groups;
- iv. Caregiver Training/Support;
- v. Case Aide/Case Management;
- vi. Chore and Chore (Enhanced);
- vii. Companionship;

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- viii.** Counseling (Gerontological and Mental Health/Screening);
- ix.** Education/Training;
- x.** Emergency Alert Response;
- xi.** Escort;
- xii.** Health Support;
- xiii.** Home Health Aide;
- xiv.** Homemaker;
- xv.** Housing Improvement;
- xvi.** Information;
- xvii.** Intake;
- xviii.** Interpreter/Translating;
- xix.** Legal Assistance;
- xx.** Material Aide;
- xxi.** Occupational Therapy;
- xxii.** Outreach;
- xxiii.** Personal Care;
- xxiv.** Pet Support Services;
- xxv.** Physical Therapy;
- xxvi.** Recreation;
- xxvii.** Recreation Materials;
- xxviii.** Referral/Assistance;
- xxix.** Respite Services (In-Home and Facility Based);
- xxx.** Screening/Assessment;
- xxxi.** Shopping Assistance;
- xxxii.** Skilled Nursing;
- xxxiii.** Specialized Medical Equipment, Services, and Supplies;
- xxxiv.** Speech Therapy;
- xxxv.** Technology;
- xxxvi.** Technology – Equipment;
- xxxvii.** Technology – Install;
- xxxviii.** Technology - Staff Support; and Transportation.

b. Congregate Nutrition Services (IIC1 Program)

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

- i.** Assurance (Telephone and In-Person);
- ii.** Congregate Meals (Including Grab and Go Congregate Meals);
- iii.** Congregate Meals Screening;
- iv.** Nutrition Education and Nutrition Counseling;

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- v. Outreach; and
- vi. Shopping Assistance.

c. 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:

- i. Assurance (Telephone and In-Person);
- ii. Home Delivered Meals (Including Grab and Go Home Delivered Meals);
- iii. Nutrition Education and Nutrition Counseling;
- iv. Outreach;
- v. Screening/Assessment; and
- vi. Shopping Assistance.

d. Disease Prevention and Health Promotion Services (Title IID Program)

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

- i. A Matter of Balance/Un Asunto de Equilibrio;
- ii. Active Living Every Day;
- iii. Arthritis Foundation Exercise Program;
- iv. Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis);
- v. Applied Suicide Intervention Skills Training;
- vi. Assurance (Telephone and In-Person);
- vii. Bingocize;
- viii. Brief Intervention & Treatment for Elders (BRITE);
- ix. Chronic Disease Self-Management Program;
- x. Chronic Pain Self-Management Program/Manejo Personal del Cronico ;
- xi. Counseling (Gerontological and Mental Health/Screening);
- xii. Diabetes Empowerment Education Program (DEEP);
- xiii. Diabetes Self-Management Program/Program de Manejo Personal de la Diabetes;
- xiv. Enhance Fitness;
- xv. Enhance Wellness;
- xvi. Fit and Strong!;
- xvii. Healthy Ideas;
- xviii. Healthy Moves for Aging Well;
- xix. HomeMeds;
- xx. Medication Management;
- xxi. Nutrition Counseling;

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- xxii.** Powerful Tools for Caregivers;
- xxiii.** Program to Encourage Active Rewarding Lives for Seniors (PEARLS);
- xxiv.** Stepping On;
- xxv.** Stay Active and Independent for Life (SAIL);
- xxvi.** Tai Chi/Tai Ji Quan Moving for Better Balance (Highest-Level);
- xxvii.** Tailored Caregiver Assessment and Referral (TCARE);
- xxviii.** Tomando Control de su Salud; and
- xxix.** Walk with Ease.

e. Caregiver Support Services (IIIE Program)

The following services are intended to provide direct aid to caregivers in the areas of health, nutrition, and financial literacy, and to assist them with decision-making and problem-solving related to their caregiving roles and responsibilities:

- i.** Adult Day Care/Adult Day Health Care;
- ii.** Assurance (Telephone and In-Person);
- iii.** Caregiver Support Groups;
- iv.** Caregiver Training/Support;
- v.** Case Aide/Case Management;
- vi.** Counseling (Gerontological and Mental Health/Screening);
- vii.** Education/Training;
- viii.** Financial Risk Reduction (Assessment and Maintenance);
- ix.** Home Delivered Meals (Including Grab and Go Home Delivered Meals);
- x.** Information;
- xi.** Intake;
- xii.** Outreach;
- xiii.** Pet Support Services;
- xiv.** Powerful Tools for Caregivers;
- xv.** Recreation Materials;
- xvi.** Referral/Assistance;
- xvii.** Respite Services (In-Home and Facility Based);
- xviii.** Screening/Assessment;
- xix.** Shopping Assistance;
- xx.** Tailored Caregiver Assessment and Referral (TCARE);
- xxi.** Technology;
- xxii.** Technology – Equipment;
- xxiii.** Technology – Install;
- xxiv.** Technology - Staff Support; and
- xxv.** Transportation.

(1) Caregiver Support Supplemental Services (IIIES Program)

At least ten percent (10%), but no more than twenty percent (20%), of the total Title IIIIE funds shall be used to provide supplemental support services. The following services are provided to complement the care provided by caregivers:

- (a) Chore and Chore (Enhanced);
- (b) Emergency Alert Response;
- (c) Housing Improvement;
- (d) Legal Assistance;
- (e) Material Aide;
- (f) Medication Management; and
- (g) Specialized Medical Equipment, Services and Supplies.

(2) Caregiver Support Grandparent Services (IIIEG Program)

At least five percent (5%), but no more than ten percent (10%), of the total Title IIIIE funds shall be used to provide support services to grandparents and older individuals who are relative caregivers. Services for grandparents or older individuals who are relative caregivers that are designed to help them meet their caregiving obligations include the following:

- (a) Assurance (Telephone and In-Person);
- (b) Caregiver Support Groups;
- (c) Caregiver Training/Support;
- (d) Case Aide/Case Management;
- (e) Child Day Care;
- (f) Counseling (Gerontological and Mental Health/Screening);
- (g) Education/Training;
- (h) Home Delivered Meals (Including Grab and Go Home Delivered Meals);
- (i) Legal Assistance;
- (j) Outreach;
- (k) Recreation Materials;
- (l) Referral/Assistance;
- (m) Screening/Assessment;
- (n) Shopping Assistance;
- (o) Sitter;
- (p) Technology;
- (q) Technology – Equipment;
- (r) Technology – Install;
- (s) Technology - Staff Support; and
- (t) Transportation.

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f. Information and Referral/Assistance Services (Elder Helplines)

The Contractor shall ensure, through training and periodic quality assurance, that Elder Helpline Information and Referral/Assistance Services adhere to the Inform USA Summary of Standards for Professional Information & Referral, provided as Attachment I. The Department's standards are based on the current standards. The standards have been amended by the Department to address the unique needs of the Elder Helpline Information and Referral system.

2. Provision of Services

The Contractor shall ensure the provision of the services described in this contract are in accordance with the current DOEA Programs and Services Handbook, the Contractor's current Department-approved Area Plan, and the tasks described in Section II.A.

3. Administrative Responsibilities

The Contractor shall provide management and oversight of OAA Program operations in accordance with the current DOEA Programs and Services Handbook and the Contractor's current Department-approved Area Plan. Management and oversight of OAA Program Operations include the following:

- a. Develop an Area Plan and updating it annually, at a minimum, as directed by the Department.
- b. Establish written policies, procedures, criteria, and standards for purchasing and procurement of goods and services on an open and competitive basis.
- c. Review routine and special reports submitted by subcontractors and vendors.
- d. Provide technical assistance to subcontractors and vendors to ensure provision of quality services.
- e. Monitor and evaluate subcontractors and vendors for fiscal, administrative, and programmatic compliance.
- f. Appropriately and timely submit payments to subcontractors.
- g. Establish procedures for handling recipient complaints and grievances concerning such adverse actions as service termination, suspension, or reduction.

i. Complaint Procedures

The Contractor shall develop and implement complaint procedures and ensure that subcontractors 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, and all other issues except the termination, suspension, or reduction of services, which shall be addressed through the grievance process as described in Appendix D of the DOEA Programs and Services Handbook. Complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature, and disposition of each complaint.

ii. Legal Provider Grievance Procedures

The Contractor shall ensure that legal providers have an internal grievance procedure that addresses both denial of service and complaints by clients about manner or quality of legal assistance. Grievance procedures that comport with the requirements of the Legal Services Corporation as provided in 45 Code of Federal Regulation (CFR) Part 1621 are sufficient to meet this standard. At a minimum, the procedure must provide applicants with:

- (1) Adequate notice of the grievance procedures;
- (2) Information on how to file a grievance or complaint, and
- (3) Prompt consideration of each complaint by the Executive Director or the Executive Director's designee.

The Contractor may not serve in an appellate capacity or otherwise interfere in the grievance review process for legal providers. However, the Contractor may request that legal providers maintain a file of

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complaints and statements of disposition of complaints, with redacted client identifying information, for examination by the Contractor during monitoring.

- h.** Ensure compliance with eCIRTS regulations.
- i.** Monitor performance objective achievements per targets set by the Department.
- j.** Conduct annual client satisfaction surveys to evaluate and improve service delivery.

E. Reports

The Contractor shall respond to additional, routine, or special requests for information and reports required by the Department in a timely manner as determined by the DOE A Contract Manager. The Contractor shall establish reporting deadlines and due dates for subcontractors that permit the Contractor to review and validate the data and meet the Department's reporting requirements.

1. OAA Annual Volunteer Activity Report

The Contractor shall complete and submit an OAA Annual Volunteer Activity Report following guidance and specification by the Department in Attachment XVII.

2. eCIRTS Reports

- a.** Contractor shall input OAA-specific and NSIP-specific data into eCIRTS. To ensure eCIRTS data accuracy, the Contractor shall use eCIRTS-generated reports.

- b. eCIRTS Data Entries for Subcontractors**

The Contractor must require subcontractors to enter all required data for clients and services in the eCIRTS database per the DOE A Programs and Services Handbook and the eCIRTS User Manual – Aging Provider Network users (located in Documents on the eCIRTS Enterprise Application Services). Subcontractors must enter this data into the eCIRTS database prior to submitting their Requests for Payment and Receipts and Expenditure Reports to the Contractor. The Contractor shall establish deadlines for completing eCIRTS data entry to ensure compliance with due dates for the Requests for Payment and Receipts and Expenditure Reports that Contractor must submit to the Department.

- c. Subcontractors' Monthly eCIRTS Reports**

The Contractor must require subcontractors to run monthly eCIRTS reports and verify that client and service data in the eCIRTS database is accurate. This report must be submitted to the Contractor with the monthly Request for Payment and Receipts and Expenditure Reports and must be reviewed by the Contractor before the subcontractor's Request for Payment and Receipts and Expenditure Reports can be approved by the Contractor.

3. Area Plan Update and All Revisions Thereto

The Contractor shall submit, for approval by the Department, an Area Plan Update, wherein the Contractor enters OAA-specific data in eCIRTS, as required by the Department and federal funding source.

4. Surplus/Deficit Report

The Contractor shall submit a Consolidated Surplus/Deficit Report, in a format provided by the Department, to the DOE A Contract Manager by the 25th of each month. This Consolidated Surplus/Deficit Report is for all agreements and/or contracts between the Contractor and the Department and must include the following:

- a.** A list of all subcontractors and their status regarding surplus/deficit;
- b.** The Contractor's detailed plan on how the surplus/deficit spending which exceeds the threshold specified by the Department will be resolved;
- c.** Recommendations to transfer funds to resolve surplus/deficit spending;
- d.** Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;
- e.** Number of clients currently on APCL that receive a priority ranking score of four (4) or five (5); and
- f.** Number of clients currently on the APCL designated as Imminent Risk.

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5. Older Americans Act Performance System (OAAPS) Report

Data required for the OAAPS Report that is not recorded in eCIRTS will be provided to DOEA in the format and on the date established by the Department.

The Contractor shall submit semi-annual reports regarding Legal Assistance to the Legal Services Developer on the dates established by the Department. Such reports shall include the following:

- a. A list of all Subcontractor(s) and copy of the service agreement with the Contractor;
- b. The Contractor and the Subcontractor(s) joint detailed plan on how to serve the identified target groups with the greatest economic social need;
- c. Whether the Subcontractor(s) made available the minimum specified categories of legal assistance identified in OAA priorities in the Department Program and Services Handbook;
- d. Whether the Subcontractor(s) reached targeted groups and served in priority issue areas;
- e. The Contractor's plan on how to develop and maximize the use of other resources to expand the provision of legal assistance;
- f. Case Summaries from Subcontractor(s) that provide examples of the type of outcomes provided [do not provide client names, addresses or identifiers];
- g. Number of clients referred by the Contractor to Subcontractor(s) for legal assistance to the Department's clients for that six month reporting period;
- h. Any activities or outreach the Contractor engaged in to publicize the legal assistance available through the Department, including event date, location, event type or activity, total number of participants, individual service needs identified and referral sources or information provided to participants;
- i. Any collaboration with Subcontractor(s) for trainings or community presentations including the date, time, location and subject matter for each event;
- j. Identification of any unmet needs within the legal community;
- k. Recommendations for areas of trainings for Contractor personnel to improve quantity and quality of referrals for legal assistance; and
- l. Recommendations to improve the effectiveness and frequency of collaboration between Contractor and Subcontractor(s).

6. Health and Wellness Reports

The Contractor shall submit Monthly Programmatic Reports for EBDPHP services on the dates specified in Attachment XI, Exhibit 2. The DOEA Contract Manager will provide Contractor with an Excel report template with entry tabs for: Health and Wellness Courses/Services offered including Attestations (cumulative), Partnerships (updated as needed), and Success Stories (reported at least once each May).

- a. Information provided in the Monthly Programmatic Report must match eCIRTS data and the Request for Payment.
- b. The Contractor 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 Contractor 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 Sheets or Attendance Logs; 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. Contractor shall ensure that Sign-In Sheets or Attendance Logs accurately reflect dates, times, names of programs, participant names, and name(s) of program facilitator(s). If the Attendance Log does not include a space for participant signatures, a Sign-In Sheet with signatures and dates must accompany it. Exceptions may be approved by the DOEA Contract Manager. Requests must be made to the Department in writing and kept with program documentation.
- e. Participants **must** sign their name on program Sign-in Sheets or Attendance Logs. If a participant is unable to sign their name, the instructor may sign by proxy for the participant (including their own initials and date) with a note on the Sign-In Sheet explaining the need for the proxy.

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- f. The Contractor 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 Department upon request.
- g. CDSME Workshop data must be entered into the CDSME Database.
- h. The Contractor shall contact the DOEA 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 DOEA 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 as a result of a desk review, the Contractor shall not be reimbursed for the workshop or shall reimburse the Department for the cost of the workshop.
- i. The Contractor shall collaborate and partner with organizations to extend the reach of EBDPHP services. Partnerships and collaborations may be developed with DOH, the Florida Department of Children and Families, USDA's Nutrition Program, insurance companies, Centers for Disease Control and Prevention, Area Health Education Centers, local health councils, public and private universities, federally qualified health clinics, county health departments, and Florida's Age-Friendly Communities. Partnerships shall be designed to stimulate innovation of new approaches and activities in EBDPHP services, develop 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.
- j. The Contractor shall document, and provide to the Department upon request, evidence of partnerships created formally (through Memoranda of Agreement/Understanding) or informally. The Contractor will be required to keep track of partnerships in the Monthly Programmatic Report. Each month the Contractor shall review this information and provide updates to the Department as necessary.

7. Program Highlight Narratives

The Contractor shall submit brief written narratives to the Department for publication in the Program Highlight sections of the Department's Summary of Programs and Services, which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Department.

8. Congregate Meal Site and Food Service Vendor Verification Report

The Contractor shall conduct monthly reviews of the PSA's congregate meal site information to verify the accuracy of the information on file. Congregate meal site information includes, but may not be limited to, the address of the meal site, meal service time, name of caterer/vendor, and days of meal service. Any changes to congregate meal site information must be submitted to the DOEA Contract Manager using the Department's current Meal Site Change Form. Any changes to this information that the Contractor is made aware of prior to the Contractor's monthly report submission shall be communicated to the DOEA Contract Manager within 48 hours of the change (or in advance as appropriate). A comprehensive annual verification is due by June 1st of each year.

F. Records and Documentation

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

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2. eCIRTS Data and Maintenance

The Contractor shall ensure monthly collection and maintenance of client and service information in eCIRTS, or any other system designated by the Department. Maintenance includes ensuring that all data is accurate and current and performing valid exports and backups of all data and systems according to Department standards.

3. Policies and Procedures for Records and Documentation

The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors. These policies and procedures shall be made available to the Department upon request.

4. eCIRTS Address Validation

The Contractor shall work with the Department to ensure that client addresses are correct in eCIRTS for disaster preparedness efforts. At least annually, and more frequently as needed, the Department will provide direction on how to validate eCIRTS addresses to ensure they can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for working with the local service providers to correct addresses and send a list to the Department with confirmed addresses. The Department will use this information to update maps, client rosters, and unmatched addresses and disseminate this information to the local service providers.

G. Performance Specifications**1. Outcomes and Outputs (Performance Measures)**

At a minimum, the Contractor shall:

- a. Ensure the provision of the services described in this contract are in accordance with the DOEA Programs and Services Handbook, the Contractor's current Department-approved Area Plan, and Section II.A.
- b. Timely and accurately submit to the Department all documentation and reports described in Attachment I, Section II.E.
- c. Timely and accurately, per Attachment XI, submit to the Department Attachments XII and XIII, Exhibits 1 – 7.
- d. Develop and document strategies in the Area Plan to support the Department's standard of performance achievement, including increases in the following:
 - i. Percentage of most frail elders who remain at home or in the community instead of going into a nursing home;
 - ii. Percentage of APS referrals who need immediate services to prevent further harm who are served within seventy-two (72) hours;
 - iii. Percentage of active clients eating two or more meals per day;
 - iv. Percentage of new service recipients whose ADL assessment score has been maintained or improved;
 - v. Percentage of new service recipients whose IADL assessment score has been maintained or improved;
 - vi. Percentage of caregivers who, after service intervention, self-report being very confident about their ability to continue to provide care; and
 - vii. Percentage of customers who are at imminent risk of nursing home placement who are served with community-based services.

2. The Contractor's performance of the measures in G.1, above, will be reviewed and documented in the Department's Annual Programmatic Monitoring Reports.

3. Monitoring and Evaluation Methodology

The Department will review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor via telephone, in writing, or an on-site visit. The primary, secondary, or signatory of the contract must be available for any on-site programmatic monitoring visit. The Department reserves the right to conduct an on-site visit unannounced by persons duly authorized by the Department. The Department's determination of acceptable performance shall be conclusive.

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The Contractor agrees to cooperate with the Department in monitoring the progress of completion of the service tasks and deliverables. The Department may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled, and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor's reports;
- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and
- j. Other procedures as deemed necessary by the Department.

4. Performance Definitions

"Work day" shall mean a provider's staff member's eight (8) hour work period, unless specifically noted otherwise. "Day" shall mean a calendar day, unless specifically noted otherwise.

H. Contractor Responsibilities

1. Contractor Unique Activities

All tasks listed above in Section II. are solely and exclusively the responsibility of the Contractor and are tasks for which, by execution of this contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this contract, the failure of other providers or entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this contract.

I. Departmental Responsibilities

1. Department Obligations

The Department may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this contract. The Department's support and assistance, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.

2. Department Determinations

The Department reserves the exclusive right to make certain determinations in the tasks performed by the Contractor and the approaches used by the Contractor to perform those tasks. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

III. METHOD OF PAYMENT

A. Payment Method Used

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 Contractor performance. The Department will pay the Contractor upon satisfactory completion of the Tasks/Deliverables, as specified in Section II.D., and in accordance with all other terms and conditions of this contract.

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B. Unit of Service**1. Fixed Fee/Unit Rate**

Contractor must meet the minimum level of performance stated in the contract to receive payment. Payments for Fixed Fee/Unit Rates shall not exceed amounts established in Attachment XVI.

2. Fixed Rates for NSIP Program

Payments for NSIP Fixed rate shall not exceed the unit rate of service identified below:

Service to be Provided	Unit of Service	Unit Rate
Eligible Congregate and Home Delivered Meals	1 unit = 1 meal	\$.72

3. Cost Reimbursement

Payment shall only be authorized for allowable expenditures, per the limits specified in the Budget Summary (Attachment X). All cost reimbursement Requests for Payment must include the actual Receipts and Expenditure Reports, beginning with the first month of the contract. The Contractor must meet the minimum level of performance stated in the contract to receive payment.

The Contractor agrees to distribute funds as detailed in the Area Plan Update and the Budget Summary (Attachment X). Any change in the total amounts of the funds identified on the Budget Summary form requires a contract amendment.

C. Advance Payments

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administration, outreach, 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 Contractor's requests for advance payments must be submitted to the Department in their entirety no later than January 12, 2024. The Contractor's requests for advance payments require the written approval of the Department's Contract Manager.

For the first month's advance request, the Contractor shall provide the Department's Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. If sufficient budget is available, and the Department's Contract Manager, in his or her sole discretion, has determined that there is a justified need for an advance, the Department may issue approved advance payments up to 30 days after, but not prior to, the contract execution date. Advance payments will not be issued for NSIP.

- Any advance payments the Contractor requests for subcontractors must be distributed within seven (7) days of receipt of payment from the Department. The Contractor shall submit to the Department documentation to support full distribution of advanced funds with Request for Payment, report number 5, due to the Department on April 15, 2024, in accordance with Invoice Schedule (Attachment XI).
- All advance payments retained by the Contractor must be fully expended no later than March 31, 2024. Any portion of advanced payments not expended must be recouped on the Request for Payment, report number 5, due to the Department on April 15, 2024, in accordance with the Invoice Schedule (Attachment XI).
- Advance recoupment shall start with the third monthly Request for Payment submission, in accordance with the Invoice Schedule (Attachment XI). The amount of recoupment shall be equally divided between the remaining number of Requests for Payment invoices due for the contract year. All advances should be recorded in Part C,1 of the report (attachment XII), and shall be fully recouped by the end of the contract year or when funds are fully expended, whichever is first.
- Interest earned on advances must be identified separately by source of funds (state or federal). Contractors shall maintain advanced payments of federal funds in FDIC interest bearing accounts unless an exception is made in accordance with 45 CFR § 75.305. Earned interest must be returned to the Department at the end of each quarter of the contract period.

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D. Invoice Instructions

Payment shall be made upon the Contractor's presentation of an invoice subsequent to the acceptance by the Department of the deliverables shown on the invoice. The form and substance of each invoice submitted by the Contractor shall be as follows:

1. The invoice shall include a "Remit to" address that corresponds exactly to the remittance address identified in the MyFloridaMarketPlace (MFMP) registration.
2. The monthly invoice shall include the units of services established in the Contractor's Department-approved Area Plan, per the requirements in the DOEA Programs and Services Handbook, at the rates established in Attachment XVI, Service Rate Report. Documentation of service delivery shall 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. Reimbursement amounts for administrative costs shall be reflected on the Cost Reimbursement Summary form (Attachment XV) and include only items contained on the Contractor's Department-approved budget. Any change to the Contractor's Department-approved budget after the execution of this contract shall require approval from the DOEA Contract Manager prior to being made. Any change to the total contract amount requires a contract amendment.
3. The Contractor shall consolidate requests for payment from subcontractors and receipts and expenditure reports that support the requests for payment and shall submit to the Department Requests for Payment (Attachment XII), Receipt and Expenditure Reports (Attachment XIII), and Cost Reimbursement Summaries (Attachment XV).
4. The Contractor shall include with the Fixed Fee/Unit Rate portion of its invoice the units of services provided based on rates established in Attachment XVI, number of clients, and the rates for the services provided per the requirements described in the deliverables and service tasks. The Contractor shall clearly state the provider name, the report month, and the invoice number on the invoice.
5. All Requests for Payment shall be based on the submission of actual monthly Receipts and Expenditure Reports beginning with the first month of the contract. The schedule for submission of advanced payment requests (when available) and invoices can be found in the Invoice Schedule (Attachment XI).
6. The Certified Minority Business Subcontractor Expenditures Report (Attachment VIV) is considered a deliverable and must be completed in its entirety and submitted with each invoice.
7. Final contract invoices must be submitted to the Department no later than February 15, 2025.

E. Payment Withholding

Any payment due by the Department under the terms of this contract may be withheld pending receipt and approval by the Department of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved.

F. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in Section II.D. are performed pursuant to contract requirements.
2. If at any time the Contractor is notified by the DOEA Contract Manager that it has failed to correctly, completely, or adequately perform contract deliverables identified in Section II.D., the Contractor will have ten (10) days to submit a Corrective Action Plan (CAP) to the DOEA Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the DOEA Contract Manager. The Department shall assess a financial consequence for non-compliance on the Contractor as referenced in Section III.G. for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Department will also assess a financial consequence for failure to timely submit a CAP to the Department.
3. If the Contractor fails to correct an identified deficiency within the Department-approved period specified in the CAP, the Department shall deduct the percentage established in Section III.G. from the payment for the invoice of the following month.

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4. If the Contractor fails to timely submit a CAP to the Department, the Department shall deduct the percentage established in Section III.G. for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

G. Financial Consequences

The Department will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Department according to the requirements referenced in Section II.D. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in Section II.D.:

1. Delivery of services to eligible clients as referenced in Section II.A.3. and Section II.D.1. of this contract – Failure to comply with established assessment and prioritization criteria, as evidenced by eCIRTS reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Department’s notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Department-approved CAP.
2. Services and units of services as referenced in Section II.D.2. of this contract – Failure to provide services in accordance with the current DOEA Programs and Services Handbook, the service tasks described in Section II.A., and Attachment XVI, or failure to submit required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Department’s notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Department-approved CAP.
3. Administrative duties as referenced in Section II.D.3. of this contract – Failure to perform management and oversight of program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Department’s notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Department approved CAP.
4. Timely submission of a CAP – Failure to timely submit a CAP within ten (10) business days after notification of a deficiency by the DOEA Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin with the subsequent invoice received from the Contractor and shall be prorated for each day the CAP was late following the due date specified by the Department and shall remain in effect until the contractor complies with the submission requirement.
5. Exceptions may be granted solely, in writing, by the DOEA Contract Manager.

IV. SPECIAL PROVISIONS

A. Final Budget and Funding Revision Requests

Final requests for budget revisions or adjustments to contract funds based on expenditures for provided services must be submitted to the DOEA Contract Manager in writing no later than December 31, 2024; email requests are considered acceptable.

B. Contractor’s Financial Obligations

1. Matching, Level of Effort, and Earmarking Requirements

The Contractor shall match at least twenty-five percent (25%) of the federal administrative funds received. The Contractor’s match will be made in the form of cash, general revenue administrative funds, and/or in-kind resources. The Contractor will assure, through a provision in subcontracts, a match requirement of at least ten percent (10%) of the cost for services funded through this contract, except for services provided pursuant to OAA Title IIID. The subcontractor’s match will be made in the form of cash and/or in-kind resources. The Contractor shall report match funds by title each month. At the end of the contract period, the Contractor must properly match OAA funds that require a match.

2. Consumer Contributions

Consumer contributions are to be used under the following terms:

- a. The Contractor assures compliance with Section 315 of the OAA, as amended in 2020, regarding consumer contributions;

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- b. Voluntary contributions are not to be used for cost sharing or matching;
- c. Voluntary contributions are to be used only to expand services; and
- d. Accumulated voluntary contributions are to be used prior to requesting federal reimbursement.

3. Use of Service Dollars and Management of the Assessed Priority Consumer List

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

4. Title III Funds

The Contractor assures compliance with Section 306 of the OAA, as amended in 2020, and will not use funds received under Title III to pay any part of a cost (including an administrative cost) incurred by the Contractor to maintain a contractual or commercial relationship that is not carried out to implement Title III.

5. Carry Forward Funds

Carry forward funds must be identified on Attachment XIV, Computation of Carry Forward and Over-Advance OAA Title III, and submitted with the Closeout Report due to the Department no later than March 1, 2025. Requests for carry forward funds must be justified by the Contractor and approved by the Department. All OAA carry forward funds must be budgeted in the same title as originally awarded.

C. Remedies for Nonconforming Services

1. The Contractor 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.
2. If the Contractor 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 Contractor's signature on the Request for Payment Form certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Department requires immediate notice of any significant and/or systemic infractions that compromise the quality, security, or continuity of services to clients.

D. Incident Reporting

The Contractor shall notify the Department immediately but no later than forty-eight (48) hours from the Contractor's awareness or discovery of changes that may materially affect the Contractor or any subcontractor's ability to perform the services required to be performed under this contract. Such notice shall be made orally to the DOEA Contract Manager (by telephone) with an email to immediately follow, including the Contractor's plan for provision of services required by contract. This plan must detail the Contractor's anticipated plan for ensuring a continuity in services for each client impacted by and for the duration of the incident. Following submission of the plan, the Contractor is expected to provide the Department updates in a frequency determined by the Department as appropriate until the incident is resolved.

E. Volunteers

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

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F. Enforcement

- 1.** In accordance with Section 430.04(2), F.S., the Department shall rescind designation of an area agency on aging or take intermediate measures against the Contractor, including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by the Department, placement on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S., if the Department finds that any of the following have occurred:
 - a.** An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program.
 - i.** Measurement:
 - 1)** Intentional or repeated violations of the requirement to serve clients.
 - 2)** Any other verifiable report of such actions.
 - b.** The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.
 - i.** Measurement:
 - 1)** Failure within the same fiscal year to pay third party short-term loans.
 - 2)** An unreserved or total fund balance or retained earnings deficit for which sufficient resources are not available to cover the deficit for 2 successive years.
 - c.** The Contractor has committed multiple or repeated violations of legal and/or regulatory requirements or Department standards.
 - i.** Measurement:
 - 1)** Achievement levels from monitoring reviews.
 - 2)** Any other verifiable report or notification of such actions.
 - 3)** Failure to provide timely reports or audits.
 - 4)** Failure to provide access to records/documentation during a management review.
 - d.** The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency.
 - i.** Measurement:
 - 1)** Achievement levels from monitoring reviews.
 - 2)** Any other verifiable report or notification of such action.
 - e.** The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this contract with the Department or has exceeded its authority or otherwise failed to adhere to the provisions specifically provided by statute or rule adopted by the Department.
 - i.** Measurement:
 - 1)** Achievement levels from monitoring reviews.
 - 2)** Any other verifiable report or notification of such action.
 - f.** The Contractor has failed to properly determine client eligibility as defined by the Department or efficiently manage program budgets.
 - i.** Measurement:
 - 1)** Achievement levels from monitoring reviews.
 - 2)** Any other verifiable report or notification of such action.
 - g.** The Contractor has failed to implement and maintain a Department-approved client grievance resolution procedure.

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- i. Measurement:**
 - 1)** Achievement levels for monitoring reviews.
 - 2)** Any other verifiable report or notification of such action.
- 2.** The Department may take action against the Contractor independently or concurrently if the Contractor has demonstrated a failure to adhere to the requirements of this section by:
 - a.** Placement on probationary status for a specified period to address identified issues;
 - b.** Financial consequences as a result of not meeting the required deliverables as specified in section III.G.;
 - c.** Re-allotment of surplus funds to other planning and service areas;
 - d.** Placement on appropriate corrective action plan;
 - e.** Temporary assumption of agency operations and functions to implement emergency service plan;
 - f.** Impose a time limited moratorium on Contractor action;
 - g.** Advances as allowed under section 216.181(16)(B), F.S., may be reduced for the following year to 30 days and surpluses for redistribution examined; and/or
 - h.** Unannounced special monitoring.
- 3.** In making any determination under this provision the Department may rely upon findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of contract are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Leon County, Florida. In the event the Department initiates action to rescind an area agency on aging designation, the Department shall follow the procedures set forth in 42 U.S.C. §3025(b).

G. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency must be sent to the Department. If the Contractor 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 governmental agency, the Contractor shall notify the Inspector General at the Department immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Department's Inspector General with a summary of the investigation and allegations.

H. Contract Modifications

The Department's Contract Manager has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the Department's Contract Manager, in writing, prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by the Department's Contract Manager to the Contractor and are subject to the discretion of the Department's Contract Manager. The requests and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.

I. Rate Increase Thresholds

- 1.** For Service Provider Proposed Rate Increases up to 5%:
 - a.** Service Provider rate increase requests received by the Department of Elder Affairs (DOEA) from an Area Agency on Aging (AAA) that are up to 5.0% above rate at time of contract execution are not required to be reviewed and approved by the DOEA. The AAAs shall follow their existing agency rate review and approval process which at a minimum shall include:
 - i.** A detailed written justification from the Service Provider describing the reason(s) for the interim rate adjustment. This explanation shall include a detailed assessment of potential organizational and client impact. The written justification shall provide sufficient detail for the AAA to review, identifying the service or commodity component(s) that are increasing Service Provider costs.
 - ii.** A current rate and a requested rate unit cost methodology. (Attachment XVIII).

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2. For Service Provider Proposed Rate Increases Exceeding 5%:
 - a. For Service Provider proposed rate increases of 5.01% or greater, the requirements detailed in i. and ii. above shall apply PLUS sections i., below.
 - i. Service Provider Proposed Rate Increases of 5.01% or greater must be reviewed and approved by DOEA. The AAAs should forward all such requests to their Contract Manager and provide the following additional information:
 - (1) The Service Provider must also provide in their written justification, reassurance that all other potential options to procure alternate suppliers, subcontractors, or other potential cost-efficiencies that could reduce the proposed rate increase of 5.01% or greater have been explored and rejected.
 - (2) Contract Managers may request additional information from the Service Provider via the AAA. Following DOEA's review/decision, the DOEA Contract Manager shall notify the AAA via email of approval/disapproval and the AAA shall proceed accordingly.
3. No Service Provider rate shall be increased before April 1, 2024.
4. Note: All rate increase thresholds mentioned in the above language is cumulative from Service Providers' rates at the time of contract execution.

J. Access Control

1. The Contractor shall ensure an appropriate level of data security for the information the Contractor is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access. Access should be requested with the principle of least privilege, requesting only access roles that are necessary. For every new eCIRTS user, a DOEA eCIRTS New User Request form is required to be submitted for eCIRTS access along with the roles they will need. To safeguard collected data, the Contractor will be responsible for requesting user access to be removed from all users that no longer have a necessity to access eCIRTS due to updated job duties, voluntarily separates, or involuntarily separates from the Contractor as soon as possible, no later than 7 calendar days after separation. As an added protection, the Contractor will receive quarterly reports to review users with access to eCIRTS and will report back any users that have been missed and needs to have their access removed. The Contractor, 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 Contractor shall ensure all Subcontractors maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements prior to the execution of this contract.

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ATTACHMENT I – EXHIBIT 1**SUMMARY OF STANDARDS FOR PROFESSIONAL INFORMATION & REFERRAL****OLDER AMERICANS ACT PROGRAM**

The Department of Elder Affairs has adopted the following requirements based on the “Standards for Professional Information and Referral” developed by the Inform USA to address the unique needs of the Elder Helpline (Helpline) Information and Referral (I&R) system.

I. SERVICE DELIVERY

- A.** The Service Delivery standards describe essential functions for providing information and referral services to optimize access to accurate, comprehensive, and unbiased information provided in a confidential and nonjudgmental manner. Services may be delivered in a variety of ways that support the mission of the I&R service, the accessibility requirements of the community, and the communication preferences of inquirers (for example, a combination of telephone, in-person, email, instant messaging (IM), text/SMS messaging, online chat, video relay service, social media and other methods of communication). Although the channel of service delivery may affect the nature of the interaction with inquirers, the essential elements of the I&R process remain the same.
- B.** The Helpline hours of operation shall be appropriate to address community needs. At a minimum, the Helpline must maintain business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for state and national holiday observances. If there is a planned office closure during normal business hours, the Helpline manager must notify Department staff via email at least twenty-four (24) hours before the office closure.
 - 1.** If I&R services are not available twenty-four (24) hours a day, an answering system must be in place that identifies the agency, provides hours of operation, gives the caller the option to leave a message, and gives the number of an organization that will offer service in an emergency (e.g., directing callers to dial 9-1-1 if it is an emergency).
 - 2.** If the Helpline has arrangements with another agency to provide after-hours or twenty-four (24)-hour coverage, the arrangement must be documented in a formal memorandum of agreement/understanding (MOA/MOU).
- C.** During hours of operation, the Helpline shall provide timely access to an I&R specialist. Recorded messages on the Helpline’s voicemail system must be retrieved from the voicemail system and responded to within 48 hours (two business days). Crisis calls (abuse, neglect, homelessness, home energy emergency, etc.), must be responded to within the next business day. Exceptions for non-crisis calls will be during periods when the Helpline is experiencing higher than normal call volume (i.e., SHINE annual enrollment period, public awareness campaigns or disaster/weather-related events).
 - 1.** The Helpline must provide an option for the caller to leave a message at any time when a call is holding in queue.
 - 2.** The Helpline shall ensure measures are in place to ensure calls are not held in queue beyond 20 minutes.
 - 3.** The Helpline shall have a method of tracking call volume, including timeliness of response, and call abandonment.
 - 4.** A record of the messages to the Helpline’s voicemail system must be maintained and shall include the date the call was received and the telephone number of the caller. It is recommended the successful or unsuccessful return call attempt be recorded in ReferNet or eCIRTS.
- D.** The Helpline shall ensure I&R services are provided by trained I&R specialists. At a minimum, an I&R specialist must have a high school diploma or GED and three years of experience in I&R services, case management, call center services, or related social services work experience.
- E.** The Helpline shall ensure I&R specialists:
 - 1.** Have the skills to meet the needs of people who are angry and hostile, manipulative, call frequently with the same problem, or are otherwise difficult to serve; and
 - 2.** Have the skills to meet the needs of older adults, adults with disabilities, and other special populations.
- F.** The Helpline shall have a policy to ensure the privacy, confidentiality, and security of Helpline inquirers’ personal information and comply with all applicable state and federal law to ensure the protection of inquirer records, including the Health Insurance Portability and Accountability Act (HIPAA). Staff with access to confidential

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information shall have a signed agreement form on file that documents compliance with the confidentiality requirements of this paragraph. The identity of inquirers, their requests, and the information given to staff may be communicated to others if:

1. The release of such information is required by law or court order (e.g. reporting abuse);
 2. Careful consideration by I&R specialists of the information provided by the inquirer indicates the presence or risk of serious harm to the inquirer or another person, and the communication is limited to those persons who must be informed to reduce the risk of harm; or
 3. The inquirer has authorized another person or agency to receive the information. The inquirer specifies what information may be given and to whom.
- G. The Helpline shall have a policy to resolve complaints from inquirers and community service agencies, including those related to potential breaches of privacy and confidentiality.
- H. The Helpline shall provide barrier-free access to its services to individuals and groups who have special needs (e.g. access via applicable technology and/or communication methods for people with hearing or speech impairments, language access for inquirers with limited English proficiency, and access for people with disabilities. Helpline staff assisting inquirers with limited English proficiency via the language interpreter service shall document the activity in the information and referral system and submit a report of the Language Line activity to the Department by the 10th of each month.
- I. The Helpline shall make every effort to ensure that its telephone service is accessible from all telecommunication devices within its coverage area (e.g. wireless and competitive local exchange carriers).
- J. The Helpline shall ensure, through appropriate queue management techniques such as schedule adherence, that an appropriate number of specialists are scheduled to meet the needs of callers, that the optimum number of staff are available at the times most inquiries occur. A minimum of 2.5 I&R staff members shall be scheduled to work at all times.
- K. The Helpline shall utilize technology that improves access to service and enhances its ability to serve inquirers efficiently and effectively while preserving the level and quality of its core services. The main role of technology is to enhance or strengthen person-to-person contact, not to reduce or discourage such contact or make it more difficult. “Technology” includes telephone systems, telephony, telecommunications, e-mail, online chat, I&R software packages, electronic directories, and self-service mechanisms such as automated attendants/interactive voice response systems, fax-on-demand, video relay services, community kiosks, and searchable I&R databases on the internet.
1. If the Helpline service uses telephone technology which allows for the collection of inquirers’ personal identifying information without his or her explicit permission, it shall develop policies and procedures that protect the inquirer’s right to privacy and anonymity while preserving the I&R specialist’s ability to provide for the individual’s safety should personal identification become necessary.
 2. If the Helpline provides resource information through an automated attendant (a menu-driven telephone system), it shall develop procedures to encourage inquirers to transfer to a live specialist if consultation or guidance is required. Inquirers shall be able to make the transfer without having to make another telephone call.
 3. When the Helpline provides multi-channel access services simultaneously (e.g. in-person, telephone, email, live chat, SMS/text, or social media, etc.), it shall ensure I&R specialists divide their attention across all such services, as appropriate to the situation, without compromising customer service or timeliness of responses.
- L. The Helpline provides its service at no cost to the inquirer.
- M. Standard 1: Information Provision**
1. I&R specialist establishes and maintains rapport, has one-to-one interaction with the inquirer and provides appropriate information and referrals in response to a direct request for such information. The I&R process consists of active listening and effective questioning to determine the needs of the inquirer, clarifying those needs, providing requested information and/or identifying appropriate resources. Information can range from a limited response (such as an organization’s name, telephone number, and address) to a detailed description of community service system (such as explaining how intake works and required documentation by an agency),

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to help inquirers make an informed choice. In situations where services are unavailable, the I&R service engages in problem solving to help the inquirer identify alternative strategies and manage expectations.

- a. The Helpline shall ensure through training, monitoring, and coaching that I&R specialists:
 - i. Identify themselves and the Helpline according to agency guidelines.
 - ii. Establish and maintain rapport with the inquirer and use active listening skills and empathy to discern the presenting problem.
 - iii. Respond to each inquirer in a professional, nonjudgmental, culturally appropriate, and timely manner.
 - iv. Use clear language and an appropriate tone of voice and inflection to convey empathy and engagement with the inquirer's situation.
 - v. Make an accurate assessment of the inquirer's problems and needs asking relevant questions to obtain the information necessary for an accurate referral.
 - vi. Identify underlying or unstated problems, when appropriate.
 - vii. Determine any specific needs or preferences to access services (e.g. language needs, evening or weekend hours, proximity to public transportation, or disability access).;
 - viii. Clarify and confirm the inquirer's needs using techniques such as paraphrasing before offering referrals/resources;
 - ix. Provide the inquirer with various approaches to their situation that give them a range of options, as appropriate.
 - x. Explore the inquirer's own resources (e.g., friends, family, faith-based organization)
 - xi. If demographic information is being collected that is not directly relevant for an "information only" contact but is required by contract or to enhance community reports, provide an explanation to the inquirer about why the information is needed. The primary goal of data collection is to garner enough information about inquirers to help them address or resolve their problems;
 - xii. Effectively utilize the resource information system to identify resources to meet the inquirer's needs.
 - xiii. When possible and practical, provide at least three referrals to give the inquirer a choice while being careful not to overwhelm the inquirer with too many options;
 - xiv. Encourage inquirers to contact the Helpline again if needs were unmet, information was incorrect, or for future needs.
 - xv. Accurately record what occurred during the course of the inquiry, the call/contact type, and the problems and needs that were addressed for use in reports.
- b. The Helpline shall ensure that every call, including information only calls, is documented at the end of the call in the information and referral system.

N. Standard 2: Referral/Assistance and Client Advocacy

1. The Helpline shall offer referral/assistance, or client advocacy, when necessary, to ensure individuals receive the benefits and services for which they are eligible. The provision of referral/assistance services involves one-to-one interaction between an I&R specialist and an inquirer, wherein the I&R specialist determines the needs of the inquirer, identifies appropriate resources, makes referrals to organizations capable of meeting the inquirer's needs, and provides enough information about each organization to help inquirers make an informed choice about the service and resources most appropriate to meet the consumer's need. In situations where resources are unavailable, the I&R specialist shall assist the inquirer in problem-solving to identify alternative strategies and manage expectations. When necessary, the I&R specialist will actively participate in linking the inquirer to needed services.
2. Client advocacy seeks to meet the inquirer's needs without attempting to change social situations, and for purposes of these standards, does not include system advocacy or legislative advocacy (lobbying). All advocacy

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efforts are consistent with written policies established by the Area Agency on Aging (AAA) and proceed only with the permission of the inquirer.

- a. Make an accurate assessment of the inquirer's problems and needs asking relevant questions to obtain the information necessary for an accurate referral.
- b. Identify underlying or unstated problems, when appropriate.
- c. Clarify and confirm the inquirer's need(s) using techniques such as paraphrasing before offering referrals.
- d. Intervention, when necessary, on behalf of individuals to help them obtain needed services. When warranted, the I&R service makes one or more additional calls or takes other actions on the inquirer's behalf and uses an appropriate agency mechanism to ensure inquirers get the information and/or help they need. When warranted and with the inquirer's permission, the I&R specialist shall make direct contact with an agency and communicate on behalf of the inquirer through three-way calling, notify the agency of the inquirer's forthcoming contact, or schedule an appointment with the agency for the inquirer.
- e. The Helpline refers individuals to an organization that specializes in providing advocacy when the level of advocacy required by the inquirer exceeds the limits of the Helpline's advocacy policy or an effective use of its own resources.
- f. The Helpline shall have policies to ensure the privacy, confidentiality, and security of personal inquirer information; and has agreement forms that staff, visitors, and others with access to confidential information sign to document their compliance. Identifying information about inquirers, their requests and the information given to them is not communicated to others unless either:
 - i. Release of information is required by law or court order.
 - ii. Careful consideration indicates the presence or risk of serious harm to the inquirer or another person, and then communication may be only to those who must be informed in order to reduce harm or risk.
 - iii. The inquirer has given explicit permission for the information to be disclosed to another person or agency. The inquirer specifies what information may be given and to whom. This applies to individual advocacy situations as well as those involving shared case coordination.
- g. The Helpline may engage in enhancements to the initial I&R transaction such as prompting inquirers regarding their interest in additional resources, application assistance, and appointment setting. These enhancements are clear in terms of their scope and expectations.
- h. The Helpline shall have a process to resolve complaints from inquirers and community service agencies, including those related to customer satisfaction, accuracy of referrals, and potential breaches of privacy and confidentiality.
- i. Accurately record what occurred during the inquiry as well as the problems and needs that were addressed in the information and referral system for use in reports and as needed.
- j. Follow-up to determine the outcome of the referral/assistance is conducted within 14 business days for each referral when assistance and/or advocacy is provided and is conducted with the referred person and/or the resource. The referral cannot be counted as a unit of service until follow-up is complete. If follow-up is not completed on a referral, the service must be documented as an "Information" contact type.

O. Standard 3: Crisis Intervention

1. The Helpline shall be prepared to assess and meet the immediate, short-term needs of inquirers who are experiencing a crisis and contact the Helpline for assistance. Included may be individuals at risk of suicide, homicide or assault, family or friends who have experienced suicide, victims of domestic abuse or other forms of violence, elder/dependent adult abuse/neglect, sexual assault survivors, people experiencing a psychiatric emergency; people with substance use disorder(s) who are in crisis; survivors of a traumatic experience; and others in distress.
 - a. The Helpline shall have written crisis intervention procedures that include protocols for specific types of emergencies. Included shall be safety risk assessment procedures, protective measures for individuals in endangerment situations, and protocols that address inquirers who wish to remain anonymous yet require direct intervention.

- b.** If the Helpline does not provide formal crisis intervention service, the Helpline shall have a prearranged agreement and documented protocol with an appropriate crisis center that provides formal crisis intervention service.
- c.** The Helpline shall ensure through training, monitoring, and coaching that I&R specialists have the skills to:
 - i.** Recognize when an inquirer is experiencing a crisis.
 - ii.** Determine whether the individual is in immediate danger and take appropriate steps to ensure that the inquirer is safe before continuing with an assessment.
 - iii.** Recognize the warning signs of people at imminent risk of suicide, violence, or victimization (including signs of abuse/neglect, domestic violence, and risk of homicide or self-harm) whether the risk issues are explicitly stated or implicit.
 - iv.** Recognize when an inquirer is in immediate need of intervention (e.g., when a person is in medical crisis due to a substance use disorder, has taken steps to end her or his life, is a victim of recent violence or is experiencing a psychiatric emergency).
 - v.** De-escalate and stabilize the inquirer and help him/her remain calm.
 - vi.** When necessary, follow the organization's rescue protocol for when to access 911 or other emergency personnel to request that they intervene. In these circumstances, the individual's safety overrides confidentiality concerns.
 - vii.** Keep the inquirer engaged during the contact pending referral or rescue.
- d.** In case of suspected elder abuse, the Helpline has protocols that comply with prevailing legislation regarding mandatory reporting and completes a report when required.
- e.** In situations involving suicide or homicide, the Helpline understands the circumstances under which a safety risk assessment is required and conducts an appropriate assessment when necessary. Risk assessments are documented and include a description of specific actions taken in response to the situation.
- f.** The Helpline shall have a protocol for debriefing I&R specialists following a crisis call.
- g.** In cases of domestic violence and other endangerment situations, the Helpline shall ensure that I&R specialists take special precautions to safeguard the inquirer's identity and all aspects of their interaction.
- h.** The Helpline shall use a variety of means to support its ability to connect with 911 or other emergency rescue services, including Caller ID or a call tracing arrangement with the telephone company or the identification of an IP address. At a minimum, there is a separate external telephone line that is available for initiating rescue procedures without interrupting the crisis call. I&R specialists shall follow the agency's I&R service protocol for addressing callers who wish to remain anonymous yet require rescue.
- i.** The Helpline shall ensure, when feasible, that I&R specialists connect inquirers in crisis situations to a formal crisis intervention service in the community for assistance and support once the inquirer's immediate, short-term needs have been met. The connection shall be made by direct transfer, when possible, and the I&R specialist shall follow the protocol established by the Helpline's prearranged agreement with the crisis center.
- j.** For inquirers in crisis situations who are not at imminent risk, the I&R specialist assesses their immediate, short-term needs and connects them with a crisis intervention service for ongoing assistance. The connection is made by warm transfer, when possible, and the I&R specialist follows the protocol established by agreement with the crisis service.
- k.** If possible, I&R specialist are encouraged to participate in crisis intervention professional development training to upgrade existing skills and learn new skills.
- l.** The Helpline shall record acts of crisis intervention and its outcomes for use in reports.

P. Standard 4: Follow-Up

1. The primary purpose of follow-up is to contact inquirers to find out if their needs were met and if not, why. The Helpline policy should require follow-up with inquirers who are at risk and/or vulnerable and in situations where the specialist believes the inquirers do not have the necessary capacity to take the needed actions to resolve their own situation. Additional assistance in locating or accessing services may be necessary. Follow-up is required for each contact type documented as a “Referral” when assistance and/or advocacy is provided and must be completed within 14 business days unless a crisis suggests a more immediate follow-up.
 - a. Examples of situations in which follow-up should normally occur include:
 - i. Vulnerable households that are without heat during winter.
 - ii. Older adults having trouble expressing their needs.
 - iii. Older adults with disabilities who have received an eviction order.
 - iv. Older adults with no health insurance who need health care.
 - v. Individuals needing emergency shelter.
 - b. The Helpline shall ensure follow-up with inquirers who are at risk or vulnerable and in situations where the I&R specialist believes the inquirer lacks the capacity to follow through to resolve the problem; If the inquirer cannot be contacted, the Helpline shall ensure follow-up with the organization to which a referral was made to determine if the individual’s need was addressed. Unsuccessful attempts to contact the inquirer shall not conclude the follow-up process and shall not be counted as a completed referral.
 - c. During follow-up, if it is determined that the inquirer has not received services or the need has not been met, the I&R specialist shall determine whether there is a continued need and make additional appropriate referrals or engage in enhanced problem solving. The I&R specialist shall also determine whether the inquirer has additional new needs and makes appropriate referrals prior to completing the contact.
 - d. The I&R specialist shall document the follow-up results (whether service was received or there was an unmet need) in information and referral system for use in reports and as needed. Information gathered during the follow-up process shall be used to evaluate the effectiveness of existing community service providers and to identify gaps in community services.

Q. Standard 5: Independent Access to Resource Information

1. The Helpline shall provide community resource information in a variety of ways to facilitate independent access for the public and other human services professionals. These options provide additional choices for inquirers and complement the alternative of one-to-one interaction with an I&R specialist.
 - a. The Helpline offers multiple options for the public by making all or a majority of its resource database available on the Internet at no cost. The elements that increase the effectiveness of a publicly accessible resource database include:
 - i. An easy-to-remember URL;
 - ii. A prominently displayed search button;
 - iii. A search page that is clean, well-organized, and easy to navigate;
 - iv. A keyword search window, that employs search logic which produces an inclusive search results list.
 - v. Keyword searches that include partial and full-word matching. Entered text must appear at the beginning of words for the term to be retrieved. For example, a search on “aging” would ignore words like “managing”;
 - vi. The ability to search agency, site, program, and AKA names.
 - vii. The ability to filter results by geographic location/area served; and
 - viii. A cleanly designed search results list that includes the data elements that are most important in providing inquirers with the details they need to make informed choices about their options.

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- v.** Allocation of funding; and
- vi.** System Advocacy
- f.** The Helpline shall ensure the data collected provides enough information about inquirer needs to identify the following:
 - i.** Service requests;
 - ii.** Met and unmet needs (gathered through the original contact, follow-up, and customer satisfaction/quality assurance surveys);
 - iii.** Trends in community service provision and/or gaps in service;
 - iv.** Demographic data; and
 - v.** Profiles of inquirers served (aggregate data only).
- g.** The data collected for reporting purposes shall include:
 - i.** The total number of incoming contacts/inquiries by phone (incoming calls) answered by the I&R specialist. These can be transaction calls (calls in which problems or needs are addressed and for each problem, the type of service provided by the I&R specialist (information only, referral, referral-advocacy, referral-crisis, and crisis intervention services); or non-transaction calls (calls answered by the I&R specialist that are hang-ups, wrong numbers, incoming administrative or personal calls, or other calls in which there is no productive conversation between the I&R specialist and the inquirer and no assistance is provided).
 - ii.** The total number of I&R contacts/inquiries from calls and other sources recorded in the I&R system in which inquirer problems or needs are addressed. Included are:
 - (1)** Transaction calls;
 - (2)** Outgoing calls;
 - (3)** Face-to-face contacts (walk-ins or I&R interactions in other settings such as community facilities);
 - (4)** Email contacts;
 - (5)** Voicemail contact responses;
 - (6)** Social media interactions;
 - (7)** Text/SMS messaging contacts;
 - (8)** Online chat contacts;
 - (9)** Video relay/chat contacts; and
 - (10)** Regular mail contacts.
 - iii.** The total number and types of problems/needs presented by inquirers.
 - iv.** The geographic and demographic profiles of inquirers (i.e., who is calling and where they are calling from).
 - v.** The programs that received referrals.
- h.** The Helpline may also collect information about ancillary I&R activities, in addition to I&R inquiries, however, that data should not be added to the overall contact/inquiry total. Included are:
 - i.** Website visitor activity (e.g., total visits, unique visitors, individual page visits, searches conducted);
 - ii.** People accessing recorded information;
 - iii.** Social media postings;
 - iv.** Outreach presentations;

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- v. Brochures and/or other publications distributed;
 - vi. Outgoing advocacy calls;
 - vii. Outgoing customer satisfaction/quality assurance calls;
 - viii. Outgoing follow-up calls;
 - ix. Outgoing calls to verify resource information; and
 - x. Community problems/needs reporting.
- i. The reports generated by the Helpline shall include the following:
- i. Total number of inquiries.
 - ii. A total number of individuals served.
 - iii. Total number and types of problems/needs.
 - iv. The number and/or percentage of inquiries by call type (dispositions) such as:
 - (1) Information only.
 - (2) Referral/Assistance.
 - (3) Crisis intervention.
 - (4) Advocacy.
 - v. Inquiries are recorded as;
 - (1) Met needs; or
 - (2) Unmet needs.
 - vi. The organizations and programs to which referrals were made.
 - vii. Follow-up results.
 - viii. Trends in community service provision/gaps in service.
 - ix. Geographic and other demographic information about inquirers in aggregate form (i.e., who people are and where they are calling from).
- j. The Helpline may also report, as necessary, on key performance indicators derived from its quality assurance and related activities such as average times of transactions, results of internal and independent call monitoring processes, average answering times, unmet demand (such as abandoned calls), complaints and commendations, as well as case stories that illustrate recent examples of situations and outcomes secured by the I&R service.

II. RESOURCE DATABASE

- A. The Resource Database standards require that the Helpline develop, maintain, use, and disseminate an accurate up-to-date resource database that contains information about available community resources including details about the services provided and the conditions under which they are available. The resource database supports the inquirer's right to accurate, consistent, comprehensive, and unbiased information and the ability of the I&R service to be a non-partisan, non-ideological, and impartial information source for available nonprofit, government, and for-profit services that meet the organization's inclusion/exclusion criteria. The resource database is used internally by community resource specialists to identify resources for inquirers and is maintained by resource database curators. Resource data is also available externally to other human services organizations and the public via an online database that is structured to make searching as intuitive and user-friendly as possible.

B. Standard 7: Inclusion/Exclusion Criteria

1. The inclusion or exclusion criteria provides the parameters for human services agencies and programs in the resource database. The criteria address the human services needs of all groups in the community served by the I&R service, may include government, nonprofit, and relevant for-profit organizations as well as entities such

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as support groups that may not be incorporated, and are uniformly applied and publicly available so that all users are aware of the scope and limitations of the database.

- a. The inclusion/exclusion criteria document the contents of the resource database. The criteria address the human services needs of all groups in the community served by the Helpline; and the available resources which may include government, non- profit and relevant for-profit organizations as well as entities such as support groups that may not be incorporated.
- b. The inclusion/exclusion criteria shall be consistent with and support the ability of the I&R service to maintain the resource database in accordance with the quality requirements of the Inform USA standards.
- c. The Helpline shall not charge a fee for the inclusion of any organization in its public resource database.
- d. The inclusion/exclusion document includes an appeal process for organizations seeking clarification on either the document itself of the application of the criteria.
- e. The Helpline shall ensure the inclusion/exclusion criteria is reviewed and updated, at a minimum, every three years to ensure that it continues to meet the changing needs of the community.

C. **Standard 8: Data Structure and Data Elements**

1. The resource database contains data elements that provide information about organizations that meet criteria for inclusion, the services provided by each organization, and the locations (sites) where those services are available. Each record shall contain all mandatory data elements, where applicable.
2. **Mandatory and Recommended Data Elements:** The chart below lists data elements for the Agency/Main Site portion of an organizational record, Site data elements, where additional sites exist, and the Services/Programs provided by the organization. The Mandatory or Recommended status of each data element is also indicated. Note that “Mandatory” means that a data element must be entered if that information is available (e.g., if documentation is needed to apply for a service, then that information must be added. If no documentation is required, then the field can be left empty). In the chart below “X” is a designation for “non-applicable.”

Inform USA Data Elements	Inform USA Data Record Category		
	Agency	Site	Service/Program
Name	Mandatory	Mandatory	Mandatory
AKA (Also Known As) Name(s)	Mandatory	Mandatory	Mandatory
Legal Status	Mandatory	X	X
Federal Employer Identification Number (EIN/FEIN)	Recommended	X	X
Licenses or Accreditation	Recommended	Recommended	Recommended
Street/Physical Address(es)	Recommended	Mandatory	X
Mailing Address(es)	Recommended	Mandatory	X
Phone Number(s) and Types	Mandatory	Mandatory	Mandatory
Website URL(s) including social media	Recommended	Recommended	Recommended
Email Address(es)	Recommended	Recommended	Recommended
Name and Title of Director/Manager	Recommended	Recommended	Recommended
Description	Mandatory	Recommended	Mandatory
Days/Hours of Operation	Mandatory	Recommended	Mandatory
Access for People with Disabilities	Recommended	Recommended	X
Travel Information	X	Recommended	X

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Eligibility	X	X	Mandatory
Geographic Area Served	X	Recommended	Recommended
Languages Consistently Available	X	Recommended	Recommended
Documents Required	X	X	Recommended
Application/Intake Process	X	X	Recommended
Fees/Payment Options	X	X	Mandatory
Taxonomy Term(s) for Services/Targets	Recommended	Recommended	Mandatory

3. Database Record Administration Data Elements: Data elements that relate to the database record itself and are purely administrative in nature are included in a separate table. Most are automatically assigned by the system, not maintained by resource specialists, and not shown when records are published. The exception is the date of last formal verification which many Helplines choose to include.

Inform USA Data Elements: Record Administration	
Unique ID Number	Mandatory
Record Ownership Code	Mandatory
Date of Last Annual Verification	Mandatory
Date of Last Interim Change	Recommended
Contact for Last Change	Mandatory
Resource Specialist for Last Change	Mandatory
Record Status (Active/Inactive)	Mandatory

D. Standard 9: Classification System (Taxonomy)

1. The Helpline service uses the 211 LA County Taxonomy of Human Services to index and facilitate retrieval of resource information, increase the reliability of planning data, make evaluation processes consistent and reliable, and facilitate state and national aggregations and comparisons data. Additional classification structures such as keywords, if used, are connected to the Taxonomy rather than functioning as independent indexing systems.
 - a. The structure and contents of the Taxonomy are constantly changing in response to changes in the services and target terms it encompasses. The Helpline has procedures in place to update and integrate Taxonomy additions and changes on a regular schedule according to their policies.

E. Standard 10: Content Management and Indexing

1. The Helpline shall ensure through training, database management procedures, and supervision that a resource database curators/specialist organizes information about human services into database records that accurately and concisely reflect the agency, its location and its services/programs; index the services provided by each organization using the 211 LA County Taxonomy of Human Services by consistently applied practices; and assign other search methods or filters in a way that accurately reflects the conditions under which services are available.
 - a. The Helpline shall use I&R software that supports the Inform USA Resource Database standards.
 - i. Information in the resource database is accessible in ways that support the I&R service delivery; and
 - ii. The software module used by I&R specialists allows for search and retrieval by:

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- (1) Organization, site and program name, and related AKAs;
 - (2) Type of services provided (using Taxonomy terms including use references and see also references);
 - (3) Target population served, where applicable (using Taxonomy target terms); and
 - (4) Area served.
2. The Helpline shall ensure through training, database audits, and coaching that resource database curators/specialists understands:
 - a. The human service delivery system including the sectors it comprises.
 - b. The differences between the public and private sectors.
 - c. How government, nonprofit, and for-profit organizations are organized and funded.
 - d. The major types of service providers in their community.
 - e. The broad range of programs and services they provide.
 - f. How these organizations and the sectors they represent relate to one another and the people they serve.
 3. The Helpline shall ensure documented procedures are in place for identifying new resources, acquiring information about them and, upon inclusion in the database, verification by the organization.
 4. The Helpline shall develop and use a standardized survey instrument to collect consistent information about new organizations considered for inclusion in the resource database.
 5. Resource database curators/specialist acquire the information they need to develop new database records or update current ones. They:
 - a. Evaluate to determine whether new organizations meet established inclusion criteria, correctly apply the criteria to determine whether they should be included and follow approved notification procedures when an organization does not meet the criteria.
 - b. Appropriately use material submitted by the organization or gathered elsewhere (e.g., website, questionnaire, social media scans, pamphlets, newspaper articles) to develop an understanding of the resource, its locations, and its services/programs; document source material that is not in printed form; and verify all information with the organization before incorporating it into an entry.
 - c. Identify the appropriate contact when an interview is required, ask clarifying questions concisely, and document key answers.
 6. Organizations that do not respond after multiple attempts but cannot be deleted because they offer critical services, shall be updated via alternative methods (phone, website, or site visits). However, documentation on how the update was obtained and the reason for the decision not to delete the record are required.
 - a. If updated by telephone, the name of the person who confirmed the information and the date shall be recorded.
 - b. If by website, information that the update was verified via the Internet and the date are documented.
 - c. If by site visit, the names of the people visited, and the date shall be recorded.
 7. Once the I&R service is satisfied that it has obtained the best information possible and has documented how and when the update was performed as well as the reason for the decision not to delete the record, it is permissible to mark the agency as having received its annual review.
 8. The Helpline shall ensure the update form, or the accompanying cover letter, has a statement that the Helpline reserves the right to edit information for brevity, clarity, and content, and to publish the information in a variety of media, subject to confidentiality issues.

F. Standard 11: Database Quality Assurance

1. The quality assurance review process ensures that information in the resource database is accurate and complete.

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- a. The Helpline shall have a documented process for verifying information in the resource database that involves multiple attempts to achieve 95% verification rate within a 12-month cycle. Information that cannot be verified may be considered for removal from the database.
- b. The Helpline shall be able to generate a report that lists resource database records according to the date of last formal update. The report shall be run at least quarterly and, if more than 50% of records are out of date, the Helpline shall create a plan to bring the database up to date.
- c. The Helpline shall ensure the resource department provides feedback to other I&R staff regarding important changes that have been made in the database.

G. Standard 12: Resource Database Data Collection, Analysis and Reporting

- 1. The resource database is the primary source of information about the programs and services available to the community served. The Helpline service collects, analyzes, and reports information that describes the types of services available, the organizations that provide them, and the specific areas in which services are available or unavailable in ways that are useful to themselves and community partners. An analysis of the resource database maintenance process also reveals information that can enhance both the quality and productivity of each I&R service (for example, by identifying issues for staff training).

H. Standard 13: Cooperative Relationships within the I&R System

- 1. In communities that have comprehensive and specialized I&R providers, the Helpline shall develop cooperative and respectful working relationships to build a coordinated I&R system that ensures broad access to I&R services, maximizes the utilization of existing I&R resources, avoids duplication of effort and encourages seamless access to community resource information.
 - a. It is recommended that the Helpline participates in ongoing cooperative program planning and development activities that take into consideration community needs, existing resources, and the activities of other I&R services.
 - i. Participates in efforts to identify community I&R needs.
 - ii. Maintains current information about other I&R services and their activities.
 - iii. Develops priorities for I&R program development.
 - iv. Participates in existing cooperative I&R efforts.
 - v. Becomes a catalyst for new cooperative service arrangements.
 - vi. Participates in decision-making that addresses system-wide I&R issues.
 - b. The Helpline shall work cooperatively with other programs in the area to avoid duplication of effort, encourage service integration, and ensure that information and referral are broadly available to all inquirers. Comprehensive and specialized I&R services whose service areas overlap, develop, and define their working relationships and document them in written form (such as a Memorandum of Understanding or MOU). The objectives are to ensure that people needing services have access to the most appropriate I&R service to address system-wide needs. The agreements negotiated by agency leadership support: Regular cooperation ensures that there is an immediate and effective response to the following:
 - i. Sudden changes in community conditions (e.g. community wide disaster) that may require special outreach efforts or other forms of collaborative response;
 - ii. Changes in legislation; and
 - iii. New information related to the area served that needs to be incorporated.

I. Standard 14: Cooperative Relationships with Service Providers

- 1. The Helpline shall develop cooperative working relationships with local human services providers (e.g. food pantries and local homeless shelters) and larger service systems (e.g., those serving individuals with mental health and substance use disorder issues) to help advance an integrated service delivery system that ensures broad access to community services, maximizes the use of existing resources, and facilitates the ability of people who need services to easily find the most appropriate provider. I&R services with broader geographic reach

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(e.g. statewide, province-wide, regional, or national level programs) strive to develop similar working relationships within the area they serve.

- a. The Helpline is encouraged to explore opportunities for collaborative service delivery with service providers,
- b. The Helpline shall work cooperatively with service providers to address issues that have a critical impact on the community such as disaster relief and recovery, homelessness, health care service delivery, and one-stop colocated human services.
- c. The Helpline shall collaborate with other service providers in areas such as cross-training, awareness and outreach, knowledge sharing, and other activities that mutually benefit service providers and their clients.

III. DISASTER PREPAREDNESS:

- A. The Helpline shall assess its role in meeting the needs of the community during times of disaster, which may vary depending on the population served, or the phase of the disaster (i.e., preparedness, response, relief, and recovery). The Helpline shall be prepared to assess and provide referrals for inquirers who are experiencing a crisis due to a disaster, or who want to offer assistance and contact the Helpline for a means to do so. Preparation includes the development of emergency operations and continuity of operations plan that enables the I&R service to continue to provide services during and after a disaster.

B. Standard 15: Emergency Operations and Business Contingency Plan

1. The Helpline shall have a written disaster plan that specifically addresses incidents common to the area, and comprehensively prepare staff for most typical emergencies. There are two main components of effective disaster planning:
 - a. An emergency operations component that defines what constitutes a disaster as well as the organization's disaster preparations and response procedures, articulating both internal and external stakeholder expectations, and describes the steps the organization must take to meet the needs of the community in the aftermath of an event; and
 - b. A Continuity of Operations Plan (COOP) component that references emergency preparedness and mitigation activities, such as structural alterations and changes in business operations, and delineates the steps to be taken before, during, and after an emergency to prevent or minimize interruptions in business operations and ensure long-term recovery.
2. The Helpline shall have emergency operation procedures in place for maintaining service delivery during and after an emergency that may occur in the same area in which the program is located or in an area that impacts service delivery. The written procedures related to:
 - a. Continuity of mission-critical functions including:
 - i. Notification of activation of the disaster plan.
 - ii. Personnel Coordination
 - (1) Designation of key staff;
 - (2) Delegations of authority;
 - (3) Order of succession;
 - (4) Expectations of personnel during duty and non-duty hours.
 - iii. Designation of mission-essential functions;
 - iv. Designation of alternative facilities;
 - v. Contact information for critical vendors and infrastructure (e.g. telephone service provider, building management) Continuity of communications among staff before, during, and after a disaster;
 - vi. Securing access to vital records and databases; and
 - vii. Plans for reconstitution and termination of emergency measures.

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- b. Procedures shall include response to various kinds of that address specific types of emergencies including power outages, fires, medical emergencies, bomb threats, radiological threats, workplace violence, and other incidents that may require different forms of response (e.g. duck, cover, and hold during an earthquake or sheltering in place during a radiological emergency). Procedures for contacting emergency personnel shall be included.
 - i. Emergency evacuation of the facility, including:
 - (1) Designated exits.
 - (2) Designated external personnel meeting or assembly area.
 - (3) Procedures for ensuring staff and visitors have left the building.
 - (4) Damage assessment.
 - (5) Gas, electricity, and water shut-off instructions.
 - (6) Procedures for assisting staff and visitors with a disability leave the building.
 - ii. Staff training and preparation:
 - (1) Equipment needed for staff and volunteers to maintain service delivery (e.g. go-kits/bags for remote or alternate locations).
 - (2) Periodic drills at a minimum annually, allow staff s to practice emergency procedures.
 - iii. Post-emergency activities such as:
 - (1) Debriefing staff
 - (2) Addressing mental health fatigue and burn-out.
 - (3) Documenting emergency plan challenges and how to improve them going forward (e.g. after-action review).
 - (4) Reporting the volume of inquirer requests, and the met and unmet needs to emergency planners and the community.
- 3. The Helpline shall have written procedures for emergency evacuation of the facility following a disaster that impacts the immediate area surrounding the facility and potentially threatens staff safety. Procedures shall include special arrangements for helping staff or visitors with a disability leave the building.
- 4. The Helpline shall have written procedures for maintaining service delivery (e.g. answering inquiries and continuing to update community resources) during and after an emergency, including relocation or alternative modes of service delivery. If the I&R service plans to relocate in the event of loss of facilities, alternative sites will be identified.
- 5. The Helpline supports and encourages all staff to develop emergency plans for their own homes and families that allow them to better fulfill their agency roles in an emergency, secure in the knowledge that their families are properly prepared.

C. Standard 16: Relationships with Emergency and Relief Operations

- 1. The Helpline shall participate in ongoing cooperative disaster response planning in their service area and establish relationships, as necessary, within the community's disaster services network including a formal role within the community's emergency preparedness and response network.
- 2. The Helpline shall ensure understanding of the command-and-control structure within its jurisdiction (i.e. the responsibilities and authority of officials at city, county, state/provincial, and federal levels) and its role and that of other organizations in the response, relief, and recovery phases of a disaster.
- 3. The Helpline shall ensure active participation in community meetings that address plans for disaster preparedness, mitigation, response, relief, and recovery.

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D. Standard 17: Disaster Resources

1. The Helpline shall develop, maintain, and/or use an accurate, up-to-date computerized resource database containing information about available community resources that provide services in times of disaster. Database records shall include descriptions of the services organizations provide and the conditions under which services are available and shall be indexed and accessed using the 211 LA County Taxonomy of Human Services and complying with resource database standards.
2. The Helpline shall ensure the resource database includes information about permanent local, state, and federal disaster-related resources.
3. The Helpline shall also include information about organizations and services that have no formal role in emergency response but emerge in the context of a particular disaster. The I&R service may monitor social media and mass media for information about new resources and changing situations. The I&R service verifies all information before sharing. A streamlined verification process, if used, must still provide a sufficient level of data validation to ensure accuracy.
4. The Helpline shall update the disaster resources annually, immediately prior to an anticipated disaster and throughout the response, relief, and recovery periods.
5. The Helpline shall have an alternative means for allowing staff to access disaster resources if computerized access is unavailable.

E. Standard 18: Disaster-Related I&R Service Delivery

1. The Helpline shall provide information and referral services to the community before, during (when appropriate) and following a disaster or other emergency. This service shall include assessing the needs of the inquirer, evaluating appropriate resources, indicating organizations capable of meeting those needs, and helping inquirers for whom services are unavailable by locating alternative resources and actively participating in linking inquirers to needed services or volunteer opportunities.
2. The Helpline shall ensure adequate staff to meet potential increases in inquirer contacts and needs.
3. The Helpline shall have in place mutual assistance agreements with other I&R services that include provisions for relocation of staff and/or redirection of calls.
4. The Helpline shall have a written protocol and training for staff who are assigned to provide information and referral at local assistance centers or other off-site locations.
5. The Helpline shall ensure I&R specialists have the skills to respond effectively to people in crisis, work cooperatively with other organizations, remain flexible in a rapidly changing environment, are willing to work under adverse conditions (e.g. long hours or uncomfortable surroundings), are aware of their own stress level and coping mechanisms, respond appropriately in face-to-face communications, and work within boundaries of their I&R role.
6. The Helpline shall ensure I&R specialists are knowledgeable about the government emergency response service delivery system, the types of services people typically need before, during, and following a disaster including organizations that generally provide such services in disaster situations; organizations that may be closed or otherwise unable to deliver services due to an emergency (e.g. government offices and courts); atypical services people may need to access (e.g. open hardware stores and functioning ATM machines).
7. It is recommended the Helpline has a plan for promoting mental health and wellness practices for all staff working in disaster situations, including the provision of disaster stress debriefing.

F. Standard 19: Disaster-Related Data Collection/Reports

1. The Helpline shall track inquirer requests for service and referrals, collect demographic information from inquirers, and produce reports regarding requests for disaster-related services and referral activity.
2. The Helpline shall collect and organize inquirer data to support appropriate referrals, describe requests for disaster-related services and identify gaps and overlaps in service.
3. Following all emergencies that necessitate implementation of the provisions of the Disaster Preparedness standards, the Helpline shall produce an after-action report that documents the special activities of the agency.

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with a focus on what worked well and what needs to be improved through revisions of the agency's disaster plan and/or additional training or staff.

G. Standard 20: Disaster-Related Technology Requirements

1. The Helpline shall have technology in place that enables the organization to maintain service delivery during times of disaster or a localized emergency.
2. As part of the organization's emergency operations and continuity plan, the Helpline shall have the technical ability to direct calls to another location (e.g., cell phones, home phones, or to another organization).
3. The Helpline shall ensure regular and emergency methods of communication (via email, instant messaging, text/SMS messaging, satellite phones or mobile devices) between staff and management for use during, internally, for after-hours contacts, and when necessary for pre-and post-disaster events.
4. The Helpline shall establish relationships with its key vendors (e.g., telephone service, internet service, website hosting vendor, and software vendor) to ensure that the organization is given high priority for continued service in times of disaster.

H. Standard 21: Disaster Training and Exercise

1. The Helpline shall ensure through training, monitoring, and coaching that staff are knowledgeable about emergency operations and business continuity expectations.
2. It is recommended that the Helpline actively participate in community disaster exercises to test the Helpline's emergency operations plan.
3. The Helpline shall provide general training for staff that addresses the specific types of disasters common to the area, the Helpline's role, and mission in times of disaster, the phases of disaster, federal, state/provincial, and local response plans and resources, and other topics that will help prepare staff for an emergency and ensure that they understand their Helpline's commitments.

IV. ORGANIZATIONAL EFFECTIVENESS

- A. The Organizational Effectiveness standards describe the governance and operational structure the Helpline needs to fulfill its mission, including development of policies and procedures.

B. Standard 22: Governance and Oversight

1. The Helpline shall operate under the auspices of the AAA, which is governed by representatives of the diverse interest of the community. The organization's governance and operational structure shall enable the Helpline to fulfill its mission.
2. The governing body shall oversee implementation of program goals and objectives to ensure quality of service and sustainability of the AAA and the Helpline. The governing body (Board of Directors), at a minimum, shall:
 - a. Ensure that the Helpline has an adequate number of staff to meet key performance indicators. and a program manager who is accountable for the operation of the Helpline;
 - b. Assist in procuring financial and technical assistance to sustain the I&R service;
 - c. Awareness and promotion of the Helpline system throughout the community ensuring appropriate publicity, public relations, and outreach.
3. The Helpline shall formally adopt, date, and regularly review written policies that clearly articulate the general principles by which the Helpline is managed. The Helpline shall ensure that organizational policies are available to all employees and that they include employee and hiring policies and procedures.
4. The Helpline shall have a formal process for registering and attempting to resolve complaints from inquirers, staff members, and the community, and shall provide protections for whistleblowers.
5. The AAA and Helpline shall have a Code of Ethics that establishes fundamental values and professional standards of conduct for staff in their relationships with their colleagues, their employers, the people they serve, the human service professionals with whom they interact, and the community.

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6. The AAA and Helpline shall have a statement approved by the organization's governing body prohibiting discrimination in all its forms and documenting its intention to comply with all laws, orders, and regulations addressing this issue.
7. The Helpline shall provide accessible space and equipment sufficient to ensure confidential interviewing in order for staff to effectively perform their duties.

C. Standard 23: Technology

1. The Helpline shall use technology that supports the ability of staff to meet operational goals, improves access, accommodate the communications preferences of inquirers, remove barriers to information, and overall assure a positive client experience. Technology may include telephone and telecommunications systems (such as ACDs), telecommunications, computer systems and software applications, assistive technology for people with disabilities, instant messaging, text/SMS messaging, online chat, video relay, social media, and self-service mechanisms such as automated attendant/interactive voice response systems, community kiosks and searchable I&R databases on the Internet.
2. The Helpline shall evaluate and test new methods of access and technical advances before implementation to ensure that service delivery is enhanced, and the privacy and confidentiality of inquirers are protected.
3. The I&R service ensures that its public website and searchable online resource database and/or mobile app is accessible to all individuals including people with disabilities.
4. The Helpline shall also ensure that employees with disabilities and the public have access to I&R software with reasonable accommodations including features such as speech to text, text to speech, captioning, audio description, and other types of assistive technology.
5. The Helpline shall have policies and procedures that protect the inquirer's right to privacy and anonymity while preserving the I&R specialist's ability to provide for the individual's safety should personal identification become necessary.
6. The Helpline shall have access to professionals with technical expertise to appropriately maintain all technology and that provisions are in place to ensure a priority response to any breakdowns in key infrastructure.

D. Standard 24: Personnel Management

1. The I&R service uses a person-centered approach to personnel management based on policies, procedures, and tools that facilitate service continuity, quality, and consistency. Key elements include ensuring that staffing levels are based on demand and an executive team that ensures positive and healthy relationships throughout all levels of the organization.
2. The Helpline shall have up-to-date job descriptions for all employees and volunteers that outline duties, responsibilities, essential job functions, and lines of accountability. The job descriptions must be reviewed every two years.
3. The Helpline shall recruit and hire qualified staff who exhibit competent, ethical behavior, compatibility with organizational values, a positive and caring attitude, and reflect the community served.
4. The Helpline shall provide ongoing supervision and annual evaluation of employees and volunteers by qualified I&R managers, using standardized observation and performance appraisal forms. Performance problems shall be identified, documented, and addressed in an individual performance improvement plan. Staff evaluations shall address specific responsibilities and job functions outlined in individual job descriptions. Quality indicators for the Helpline may include the following:
 - a. Call Monitoring/Remote Listening: Live or recorded calls that are randomly selected for review and feedback on a regular basis.
 - b. Secret Shopper Calls: Sometimes known as mystery calls, these are calls conducted by staff or a designated third party without the knowledge of the I&R specialist handling the call. They allow for the "real feeling" of a typical call (including the voice messaging in queue) to be experienced in the same way as a typical client. The results of these calls can be scored in the same manner as other monitored interactions.
 - c. Mentoring/Coaching: The use of individual sessions, team discussions, role playing, and other techniques to mentor and coach I&R specialist to ensure quality service delivery.

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- d. Call Management System Reports, Measures and Metrics: The call management component of the telephone system produces weekly and monthly reports that provide data on the following items which may be analyzed to assess individual staff and Helpline efficiency and productivity:
 - i. Calls received;
 - ii. Calls answered;
 - iii. Calls refused; and
 - iv. Average call handling time.
 - e. Case Examples: Examples of calls submitted monthly by an I&R specialist that illustrate their call handling techniques. A case example is a written, detailed analysis of how an information and referral calls was handled. The components of a case example include the following:
 - i. Demographic Information (non-identifying name of I&R specialist, date of call, language of call, subject, line of service (e.g. 211, victim support line).
 - ii. Presenting situation/problem.
 - iii. Assessment.
 - iv. Actions/referrals provided.
 - v. Follow-up/advocacy if appropriate.
 - f. Complaints and commendations an I&R specialist has received.
5. If the Helpline permit staff to work off-site, the Helpline must ensure the security and confidentiality of inquirer data and provides tools and technology to support the ability of staff and volunteers to work remotely. When community resource specialists are working off-site, procedures shall be in place to ensure that there is no discernible difference in the quality of service. Personnel procedures and training opportunities are consistent with those available to on-site staff and volunteers. Remote I&R service delivery requirements include provisions for staff to:
- a. Make three-way calls to connect inquirers to external resources including access to a language interpreter.
 - b. Contact emergency services while maintaining a connection with the inquirer.
 - c. Work in a distraction-free environment.
 - d. Access supervisory assistance including coaching, when required, and for supervisors to exercise quality assurance measures.
 - e. The Helpline shall track employee turnover or attrition and have a process for identifying when the turnover percentage impacts service quality.

E. Standard 25: Staff Training

1. The Helpline shall provide training for new hires as well as existing staff. The training reflects job descriptions for individual positions and is consistent with material in the I&R Training Manual, the Standards for Professional I&R, and the Job Task Analysis for community resource specialists and resource database curators.
2. The Helpline shall provide new hire orientation and onboarding for new staff that addresses:
 - a. The role, mission, values, culture, and purpose of the I&R service.
 - b. The structure and policies/procedures of the organization including the role of the governing body.
 - c. The range of services provided, and the functions associated with specific positions.
 - d. The legal requirements that affect service delivery (e.g., abuse reporting, privacy/confidentiality).
 - e. Compliance training required by stakeholders and jurisdictions (e.g., cultural competency, sexual harassment, anti-racism)
3. The Helpline shall ensure that training for I&R specialists includes:

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- a. Pre-service training appropriate to the knowledge and skills of new staff to ensure that they meet organizational expectations;
 - b. On-the-job training that involves increasing levels of responsibility until the individual is self-sufficient and able to handle day-to-day tasks independently.
 - c. In-service training that focuses on refining and updating the staff's knowledge about the aging network, state and federally funded programs, and skills and work-related attitudes and behaviors.
4. The Helpline shall ensure training for resource staff includes an overview of the local community service delivery system, inclusion/exclusion criteria for the resource database, data elements, taxonomy indexing, database maintenance procedures, use of the I&R service's software, development, and distribution of database products and, when appropriate, training in the I&R service's area of specialization (e.g. disability issues or aging issues).
 5. The Helpline shall ensure that the content of the staff training program is consistent with the ABCs of I&R or the Inform USA Information and Referral Onboarding Manual.
 6. The Helpline shall systematically evaluate the effectiveness of its training program and the performance of its trainers and modify the training based on evaluation results.
 7. It is recommended that I&R specialists and resource specialists seek professional certification through recognized programs at the state/provincial, regional, or national level.

F. Standard 26: Promotion and Outreach

1. The Helpline shall establish and maintain an outreach program to increase public awareness of I&R services, and the value and impact of individuals, families, and the broader community. At least two outreach projects targeting low-income older individuals, including low-income minority, older individuals with limited English proficiency, and older individuals residing in rural areas, must be completed annually.
2. The Helpline shall have an outreach plan that structures its outreach activities to target specific populations within the community (e.g. faith-based organizations, diverse cultural communities, law enforcement, and schools) and establishes a process for tracking the number of targeted populations engaged. The I&R service may publicize its services using a variety of methods, including social media, which are tailored to meet the needs of diverse populations and may include:
 - a. Personal contact;
 - b. Speaking engagements;
 - c. Community meetings;
 - d. Feature articles;
 - e. News stories;
 - f. Displays;
 - g. Public service announcements or listings;
 - h. Telephone Directories;
 - i. Printed materials such as brochures;
 - j. Posters and billboards;
 - k. Booths at fairs;
 - l. Radio;
 - m. Television; and
 - n. Internet web page.
3. The I&R service shall publicize its services to people in the community who may experience barriers to accessing services due to factors such as disabilities, social isolation, housing instability, and language or cultural barriers.

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G. Standard 27: Quality Assurance

1. The Helpline shall have a quality assurance process that assesses the effectiveness of its services, its appropriate involvement in the community, and its overall impact on the people it serves. Quality assurance is included in all aspects of the I&R service (service delivery, resource database, reports and measures, cooperative relationships, disaster preparedness and organizational effectiveness. These determinations shall be made through on-going quality assurance procedures supported by the collection and utilization of information that can be used to manage and continuously improve resource database management and the service delivery process, and through periodic formal evaluations that are used to implement measurable improvements.
 - a. The Helpline shall identify, define, and regularly measure program and key performance indicators for service delivery that are aggregated and averaged regularly. Indicators may include: a Call volume;
 - b. Abandoned calls;
 - c. Average abandonment rate;
 - d. Average abandonment time
 - e. Average speed of answer;
 - f. Average call handling time;
 - g. Average talk time; and
 - h. Incoming call patterns.
2. The Helpline shall conduct regular customer satisfaction/quality assurance surveys with a minimum of 3 percent (3%) of inquirers one percent (1%) of the specified percentage must include individuals with limited English proficiency, persons with a disability, or low-income minorities residing in a rural area] to assess overall service performance and I&R service outcomes. The surveys may occur during the original contact with an inquirer, in conjunction with follow-up (after determining whether the inquirer's needs have been met), or in a separate call made for quality assurance purposes. It is important that survey participants be randomly selected. Customer satisfaction questions shall include the following:
 - a. Was the I&R specialist polite and helpful?
 - b. Did the inquirer feel they were listened to?
 - c. Did the inquirer receive a choice of referrals where appropriate?
 - d. Would the inquirer contact the Helpline again?
 - e. Would the inquirer recommend the Helpline I&R service to family and friends?
3. If while conducting client satisfaction/quality assurance surveys, it is determined that the original need of the inquirer has not been met or that the inquirer has new needs, the Helpline shall have procedures in place to provide additional information, referrals, or advocacy.

Reference: The Older Americans Act (OAA) contract standards have been adopted with modifications from the Inform USA Standards for Professional Information and Referral.

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ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Department staff, limited scope audits and/or other procedures. By entering into this contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the Department by this contract. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor 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 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

If the Contractor 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 Contractor 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 Contractor 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 contracts with the Department shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department shall be fully disclosed in the audit report with reference to the Department contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Department 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 Contractor’s fiscal year end.

PART II: STATE FUNDED

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

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Rules of the Auditor General Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations). Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through the Department by this contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor 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 Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Contractor 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 contracts with the Department shall be based on the contract'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 contract. All questioned costs and liabilities due to the Department shall be fully disclosed in the audit report with reference to the Department contract 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 contract number for each contract with the Department in effect during the audit period. For local governmental entities, 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 Contractor's fiscal year end. For non-profit or for-profit organizations, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Department retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of financial reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR § 200.512 by or on behalf of the Contractor directly to each of the following:

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

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 Contractor shall submit a copy of any management letter issued by the auditor directly to the Department.

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**Florida Department of Elder Affairs
Attn: Audit Repository
4040 Esplanade Way, Suite 235S
Tallahassee, Florida 32399-7000**

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 Contractor directly to each of the following:

The Department at the following address:

**Florida Department of Elder Affairs
Attn: Audit Repository
4040 Esplanade Way, Suite 235S
Tallahassee, Florida 32399-7000**

The Auditor General's Office at the following address:

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

Any reports, management letters, 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, and Rules of the Auditor General Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), as applicable.

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

PART IV: RECORD RETENTION

The Contractor 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 Contractor shall ensure that audit working papers are made available to 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.

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ATTACHMENT II**EXHIBIT 1****PART I: AUDIT RELATIONSHIP DETERMINATION**

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.38 and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

☐ Vendor not subject to 2 CFR § 200.38 and/or Section 215.97, F.S.

☒ Recipient/sub-recipient subject to 2 CFR §§ 200.86 and 200.93 and/or Section 215.97, F.S.

☐ Exempt organization not subject to 2 CFR Part 200 and/or Section 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 Contractor is determined to be a recipient/sub-recipient of federal and/or state financial assistance, and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and/or 2 CFR § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR § 200.416 - § 200.417 – Special Considerations for States, Local Governments, and Indian Tribes*
- 2 CFR § 200.201 – Administrative Requirements**
- 2 CFR § 200 Subpart F – 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 § 200.400 - § 200.411 – Cost Principles*
- 2 CFR § 200.100 – Administrative Requirements
- 2 CFR § 200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations

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

- 2 CFR § 200.418 – § 200.419 – Special Considerations for Institutions of Higher Education*
- 2 CFR § 200.100 – Administrative Requirements
- 2 CFR § 200 Subpart F – 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 2 CFR §200.400(5)(c).

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**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 2 CFR PART 200.

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

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

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
EXHIBIT 2 - FUNDING SUMMARY

Note: Title 2 CFR Part 200, as revised, and Section 215.97, F.S. require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to the recipient. Information contained herein 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:**

GRANT AWARD (FAIN#): 2301FLOASS, 2301FLOACM, 2301FLOAHD, 2301FLOAPH, 2301FLOAFC, 2301FLOANS			
UEI NUMBER: YKY7NAM2HM18	FEDERAL AWARD DATE:		
PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Administration	U.S. Health and Human Services	93.044-045 & 93.052	\$1,116,227.00
Older Americans Act Administration Carry Forward	U.S. Health and Human Services Carry Forward	93.044-045 & 93.052	
Older Americans Act Title III B – Support Services (including Set Aside)	U.S. Health and Human Services	93.044	\$4,509,809.00
Older Americans Act Title III B – Carry Forward	U.S. Health and Human Services Carry Forward	93.044	
Older Americans Act Title III B – Disaster Recovery	U.S. Health and Human Services	93.044	\$5,171.00
Older Americans Act Title III C1 – Congregate Meals	U.S. Health and Human Services	93.045	\$1,937,287.00
Older Americans Act Title III C1 – Carry Forward	U.S. Health and Human Services Carry Forward	93.045	
Older Americans Act Title III C1 – Disaster Recovery	U.S. Health and Human Services	93.045	\$7,757.00
Older Americans Act Title III C2 – Home Delivered Meals	U.S. Health and Human Services	93.045	\$2,221,423.00
Older Americans Act Title III C2 – Carry Forward	U.S. Health and Human Services Carry Forward	93.045	
Older Americans Act Title III C2 – Disaster Recovery	U.S. Health and Human Services	93.045	\$7,757.00
Older Americans Act Title III D – Preventive Health	U.S. Health and Human Services	93.043	\$134,936.00
Older Americans Act Title III D – Carry Forward	U.S. Health and Human Services Carry Forward	93.043	
Older Americans Act Title III E – Caregiver Support Services	U.S. Health and Human Services	93.052	\$1,206,139.00
Older Americans Act Title III E – Carry Forward	U.S. Health and Human Services Carry Forward	93.052	
Older Americans Act Nutrition Services Incentive Program (NSIP)	U.S. Health and Human Services	93.053	\$551,064.00
Older Americans Act Nutrition Services Incentive Program (NSIP) – Carry Forward	U.S. Health and Human Services Carry Forward	93.053	
TOTAL FEDERAL AWARD			\$11,697,570.00

ATTACHMENT II
EXHIBIT 2 - FUNDING SUMMARY

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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 SECTION 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Older Americans Act Administration	General Revenue	N/A	\$34,977.00
TOTAL AWARD			\$34,977.00

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

STATE FINANCIAL ASSISTANCE

Sections 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C, 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 III CERTIFICATIONS AND ASSURANCES

DOEA will not award this contract unless Contractor completes this CERTIFICATIONS AND ASSURANCES. In performance of this contract, Contractor 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, section 287.133, F.S.**
- E. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. **Scrutinized Companies Lists and No Boycott of Israel Certification, section 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 Contractor 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, 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 Contractor 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,

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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, Contractor 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 (42 U.S.C. § 2000d et seq.), 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 (29 U.S.C. § 794), 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 (42 U.S.C. § 6101 et seq.), 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 (20 U.S.C. § 1681 et seq.), 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 (42 USCS § 12101 et seq.), 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.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity.

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Contractor 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, 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, SECTION 287.133, F.S.

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

Contractor 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, Contractor 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, 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 AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged 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 is not engaged in 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 Department terminating this contract and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

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

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

1. The Contractor 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 Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified

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to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If this contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
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 Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this contract warrant that 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, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this contract, and that any subcontracts include an express requirement that Subcontractors 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 during the entire contract term.

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

I. RECORDS AND DOCUMENTATION

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

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Section 10 of the Standard Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Department is named in the civil action, Contractor 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.
 - a. Notwithstanding section 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 section 768.28(2), F.S.
2. 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 (Florida Department of Elder Affairs)** 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.

Contractor’s signature below attests that records pertaining to the dues or membership application by the Department are available for inspection if applicable, as stated above.

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

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

DocuSigned by: <i>Dwight Chenette</i> <small>D4FF7F4F015C4FA</small>		4400 North Congress Avenue
Signature and Title of Authorized Representative		Street Address
Area Agency on Aging of Palm Beach/Treasure Coast, Inc. 12/20/2023		West Palm Beach, FL 33407
Contractor	Date	City, State, Zip code

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ATTACHMENT IV

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average forty-five (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 (42 U.S.C. § 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and §§ 1685-1686), as amended, which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975 (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) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290dd-3 and 290ee-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 (42 U.S.C. Chapter 61) 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.

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8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as amended, 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-contracts.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4012a) 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 (42 U.S.C. §§ 4321 et seq.) 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 Clean 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 (42 U.S.C. § 300F et seq.) as amended; and (h) protection of endangered species under the Endangered Species Act of 1973 (16 U.S.C. §§ 1531-1544) as amended.
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 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, and the Archaeological and Historic Preservation Act of 1974 (54 U.S.C. §§ 300101-307108), and EO 11593 (identification and protection of historic properties).
14. Will comply with the National Research Act of 1974 (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 (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. § 4831(b)), 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 2 CFR Part 200.
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <small>DocuSigned by:</small>  <small>D4FF7F4F618C4FA...</small>	TITLE CEO
APPLICANT ORGANIZATION Area Agency on Aging of Palm Beach/Treasure Coast, Inc.	DATE SUBMITTED 12/20/2023

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ATTACHMENT V
FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

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

PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.

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

For questions 2-5 please indicate the following:		Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
2. Population of area served	Source of data:								
3. Staff currently employed	Effective date:								
4. Clients currently enrolled/registered	Effective date:								
5. Advisory/Governing Board if applicable									

PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE. IF N/A or NO, EXPLAIN.

6. Is an Assurance of Compliance on file with DOEA?

N/A YES NO
☐☐☐

7. Compare the staff composition to the population. Is staff representative of the population?

N/A 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?

N/A YES NO
☐☐☐

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?

N/A YES NO
☐☐☐

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability?

N/A YES NO
☐☐☐

11. Is the program/facility accessible to non-English speaking clients?

N/A YES NO
☐☐☐

12. Are employees, applicants and participants informed of their protection against discrimination? If YES, how?
Verbal ☐ Written ☐ Poster ☐

N/A YES NO
☐☐☐

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

N/A NUMBER
☐ _____

14. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?

N/A YES NO
☐ ☐ ☐

PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES. IF NO, EXPLAIN.

15. Has as a self-evaluation been conducted to identify any barriers to serving disabled individuals and to make any necessary modifications?

YES NO
☐ ☐

16. Is there an established grievance procedure that incorporates due process in the resolution of complaints?

YES NO
☐ ☐

17. Has a person been designated to coordinate Section 504 compliance activities?

YES NO
☐ ☐

18. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability?

YES NO
☐ ☐

19. Are auxiliary aids available to ensure accessibility of services to hearing and sight-impaired individuals?

YES NO
☐ ☐

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

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

YES NO
☐ ☐

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

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ATTACHMENT V

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race, sex, disability, and over the age of 40. 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, disability, and over the age of 40. 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, disability, and over the age of 40. Include the date that enrollment was counted.
 - a. 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.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. 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 Part 80. This is usually a standard part of the contract language for DOE/EA 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. 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.
9. 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).
10. 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).
11. 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).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. 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.
13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement,

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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 of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).

- 14.** The program/facility must be physically accessible to mobility, hearing, and sight-impaired 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, and 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.
- 15.** Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
 - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
- 16.** Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
- 17.** Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
- 18.** Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
- 19.** Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailled and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
- 20.** Programs or facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT VI
CONTRACTOR'S STATE CONTRACT LIST

Contractor's State Contract List

REPORT PERIOD:
From:
To:

CONTRACTOR INFORMATION:

Name:

Address:

FEID:

Phone:

Email:

Contact:

	Contract #	Contract/ Program Name	State Agency/ Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
Total									

SIGNATURE:

TITLE:

DATE:

ATTACHMENT VII
BACKGROUND SCREENING
ATTESTATION OF COMPLIANCE - EMPLOYER

AUTHORITY: ALL EMPLOYERS are required to annually submit this form attesting to compliance with the provisions of chapter 435 and section 430.0402 of the 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. (2023)

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 areas, funds, personal property, or personal identification information as defined in s. 817.568. The term also includes, but is not limited to, the administrator or a similarly titled person who is responsible for the day-to-day operations of the provider; the financial officer or similarly titled person who is responsible for the financial operations of the provider; coordinators, managers, and supervisors of residential facilities; volunteers; and any other person seeking employment with a provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, financial matters, legal matters, personal property, or living areas. § 430.0402(1)(b), Fla. Stat. (2023).

ATTESTATION

As the duly authorized representative of: _____
(Name of Employer)

Located at _____
Street address City State Zip Code

Under penalty of perjury, I, _____,
(Name of Representative)

hereby swear or affirm that the above-named employer is in compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes, regarding level 2 background screening.

Signature of Representative Date

DOEA Form 235, Attestation of Compliance - Employer, Effective October 2023, F.S.

Form available at: <https://elderaffairs.org/about-us/background-screening/background-screening-clearinghousetraining-accessing-the-clearinghouse/>.

ATTACHMENT VIII

CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES (CMBE FORM)

CMBE FORM MUST ACCOMPANY INVOICES SUBMITTED TO DOEA

CONTRACTOR NAME: _____

DOEA CONTRACT NUMBER: _____

*REPORTING PERIOD-FROM: _____ TO: _____
*(DATE RANGE OF RENDERED SERVICES, MUST MATCH INVOICE SUBMITTED TO DOEA)

DOEA CONTRACT MANAGER: _____

REPORT ALL EXPENDITURES MADE TO CERTIFIED MINORITY BUSINESS (SUBCONTRACTORS).

CONTACT DOEA CMBE COORDINATOR FOR ANY QUESTIONS, AT 850-414-2153.

<u>SUBCONTRACTOR NAME</u>	<u>SUBCONTRACTOR'S FEID</u>	<u>CMBE</u>	<u>EXPENDITURES</u>

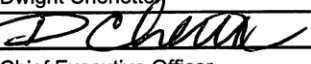
DOEA USE ONLY -- REPORTING ENTITY (DIVISION, OFFICE, ETC)
SEND COMPLETED FORMS VIA INTEROFFICE MAIL TO: JUSTIN TAYLOR
CMBE COORDINATOR, CONTRACT ADMINISTRATION & PURCHASING, TALLAHASSEE, FLORIDA 32399-7000.

If unsure if subcontractor is a certified minority supplier, click on the hyperlink below. Enter the name of the supplier, click “search”. Only Certified Minority Business Entities will be displayed.

INSTRUCTIONS

- (A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOEA CONTRACT.
- (B) ENTER THE DOEA CONTRACT NUMBER.
- (C) ENTER THE SERVICE PERIOD MATCHING THE CURRENT INVOICE'S SERVICE PERIOD.
- (D) ENTER ALL CERTIFIED MINORITY BUSINESS EXPENDITURES FOR THE TIME PERIOD COVERED BY THE INVOICE:
 - 1. ENTER CERTIFIED MINORITY BUSINESS NAME.
 - 2. ENTER THE CERTIFIED MINORITY BUSINESS FEID NUMBER.
 - 3. ENTER THE CERTIFIED MINORITY BUSINESS CMBE NUMBER.
 - 4. ENTER THE AMOUNT EXPENDED WITH THE CERTIFIED MINORITY BUSINESS FOR THE TIME PERIOD COVERED BY THE INVOICE.
- (E) MBE FORM MUST ACCOMPANY INVOICE PACKAGE SUBMITTED TO DOEA FINANCIAL ADMINISTRATION FOR PROCESSING.
- (F) FINANCIAL ADMINISTRATION WILL FORWARD ALL COMPLETED CMBE FORMS TO CONTRACT ADMINISTRATION & PURCHASING OFFICE.

ATTACHMENT IX

DOEA Total Compensation Paid to Non-Profit Personnel Using State Funds		
Name:	Holly Vath	
Title:	Chief Financial Officer	
Agency Agreement/Contract #	IA024	
Total Contract Amount	\$11,697,570	
Contract Term:	01/01/2024-12/31/2024	
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries	137,567	137,567
Fringe Benefits	19,217	19,217
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions	9,630	9,630
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:	Dwight Chenette	
Signature:		
Title:	Chief Executive Officer	
Date:	12/04/2023	

**ATTACHMENT IX
EXHIBIT 1**

**Form instructions for Total Compensation Paid to Non-Profit Personnel Using State Funds
CONTRACT DOCUMENTATION REQUIREMENTS**

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m), F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- ☐ Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- ☐ Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S., and must be posted on the contractor's website if the contractor maintains a website.

☐ As used in this subsection, the term:

- "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- "Remuneration" means all compensation earned by or awarded to personnel, whether paid of accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

The attached form will be used to document the compensation to non-profits using state funds.

This memorandum does not supersede the requirements outlined in Chief Financial Officer Memorandum No. 1.

If you have any questions, please call the Bureau of Auditing at (850) 413-5512.

FLORIDA ACCOUNTABILITY CONTRACT TRACKING SYSTEM (FACTS) REQUIREMENTS

Section (s.) 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the state entity shall post any documents submitted pursuant to s. 216.1366 F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

1. Are you a nonprofit organization as described in the in s. 215.97 (2)(m)?

☒ Yes
☐ No

If yes, move on to question 2. If no, this form is not applicable to you.

2. Are any of the Officers, as described above, or Board of Director paid with state funds under this contract?

☒ Yes
☐ No

If yes, please complete the DOEA Total Compensation Paid to Non-Profit Personnel Using State Funds attachment for each Individual this applies to.

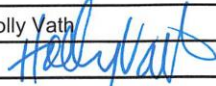
If no, please complete Name, Title, and Date below and submit these instructions to your DOEA Contract Manager.

Name:

Title:

Date

ATTACHMENT IX

DOEA Total Compensation Paid to Non-Profit Personnel Using State Funds		
Name:	Dwight Chenette	
Title:	Chief Executive Officer	
Agency Agreement/Contract #	IA024	
Total Contract Amount	\$11,697,570	
Contract Term:	01/01/2024-12/31/2024	
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries	177,267	177,267
Fringe Benefits	22,273	22,273
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions	12,409	12,409
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:	Holly Yath	
Signature:		
Title:	Chief Financial Officer	
Date:	12/04/2023	

**ATTACHMENT IX
EXHIBIT 1**

**Form instructions for Total Compensation Paid to Non-Profit Personnel Using State Funds
CONTRACT DOCUMENTATION REQUIREMENTS**

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m), F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- ☐ Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- ☐ Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S., and must be posted on the contractor's website if the contractor maintains a website.

☐ As used in this subsection, the term:

- "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

The attached form will be used to document the compensation to non-profits using state funds.

This memorandum does not supersede the requirements outlined in Chief Financial Officer Memorandum No. 1.

If you have any questions, please call the Bureau of Auditing at (850) 413-5512.

FLORIDA ACCOUNTABILITY CONTRACT TRACKING SYSTEM (FACTS) REQUIREMENTS

Section (s.) 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the state entity shall post any documents submitted pursuant to s. 216.1366 F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

1. Are you a nonprofit organization as described in the in s. 215.97 (2)(m)?

☒ Yes
☐ No

If yes, move on to question 2. If no, this form is not applicable to you.

2. Are any of the Officers, as described above, or Board of Director paid with state funds under this contract?

☒ Yes
☐ No

If yes, please complete the DOEA Total Compensation Paid to Non-Profit Personnel Using State Funds attachment for each Individual this applies to.

If no, please complete Name, Title, and Date below and submit these instructions to your DOEA Contract Manager.

Name:

Title:

Date

ATTACHMENT X BUDGET SUMMARY

	(1) Federal Funding	(2) General Revenue	(3) Local Match/ CCE/HCE	(4) TOTAL FUNDS
1. Area Agency Admin				
A. Current Year	\$1,116,227.00	\$34,977.00		\$1,151,204.00
CONTRACT TOTAL	\$1,116,227.00	\$34,977.00	\$0.00	\$1,151,204.00
B. CCE GR Administration			\$68,071.00	\$68,071.00
C. HCE GR Administration			\$72,539.00	\$72,539.00
D. LSP Admin				\$0.00
E. LSP Services			\$342,946.00	\$342,946.00
F. Local Match				\$0.00
TOTAL ADMIN	\$1,116,227.00	\$34,977.00	\$483,556.00	\$1,634,760.00
2. Title IIIB				
A. Supportive Services				
(1) Current Year	\$4,514,980.00		\$519,200.00	\$5,034,180.00
TOTAL	\$4,514,980.00		\$519,200.00	\$5,034,180.00
B. IIIB Set-Aside (also included in Total)	\$88,000.00			\$88,000.00
C. IIIB Disaster Recovery Reserve (also included in Total)	\$5,171.00			\$5,171.00
3. Title IIIC1 Nutrition Services				
A. Current Year	\$1,945,044.00		\$213,900.00	\$2,158,944.00
TOTAL	\$1,945,044.00		\$213,900.00	\$2,158,944.00
B. IIIC1 Disaster Recovery Reserve (also included in Total)	\$7,757.00			\$7,757.00
4. Title IIIC2 Nutrition Services				
A. Current Year	\$2,229,180.00		\$245,200.00	\$2,474,380.00
TOTAL	\$2,229,180.00		\$245,200.00	\$2,474,380.00
B. IIIC2 Disaster Recovery Reserve (also included in Total)	\$7,757.00			\$7,757.00
5. Title IIID Preventive Health				
A. Current Year	\$134,936.00			\$134,936.00
TOTAL	\$134,936.00			\$134,936.00
6. Title IIIE Caregiver Support Services				
A. Current Year	\$1,206,139.00		\$132,600.00	\$1,338,739.00
TOTAL	\$1,206,139.00		\$132,600.00	\$1,338,739.00
7. NSIP				
A. Current Year	\$551,064.00			\$551,064.00
TOTAL	\$551,064.00			\$551,064.00
8. Total Federal Current Year Funds Awarded (Sum of 1.A, 2.A(1), 3.A, 4.A, 5.A., 6.A, 7.A)	\$11,697,570.00			
9. Total GR Awarded (Total of column 2)	\$34,977.00			
10. Total of All Funds to be Received (Sum of 8 & 9)	\$11,732,547.00			

ATTACHMENT XI INVOICE SCHEDULE

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

Legend: * Advance based on projected cash need as supported by a cash-flow analysis or other information appropriate to demonstrate the contractor's financial need for the advance. January and February advances submitted in its entirety after this date will not be reviewed by the Department.

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

Note # 2: Advance recoupment shall start with the third monthly Request for Payment submission. The amount of recoupment shall be equally divided between the remaining number of Requests for Payment invoices due for the contract year. All advances should be recorded in Part C, 1 of the report (attachment XI), and shall be fully recouped by the end of the contract year or when funds are fully expended, whichever is first.

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

ATTACHMENT XI
TITLE III-D PROGRAMMATIC REPORTING SCHEDULE

EXHIBIT 2

Program Name	Report	Reporting Requirement	Service Month	Report Due Date
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 1	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	January	February 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 2	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	February	March 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 3	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	March	April 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 4	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	April	May 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 5	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	May	June 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 6	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	June	July 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 7	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	July	August 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 8	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	August	September 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 9	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	September	October 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 10	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	October	November 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 11	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	November	December 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 12	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	December	January 15

[illegible]

ATTACHMENT XIII
RECEIPTS AND EXPENDITURE REPORT
EXHIBIT 1

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE: Title III & General Revenue Administration PSA _____	Contract # _____ Contract Period: _____ Report Period _____ Report # _____ Invoice# _____		
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.				
Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
PART A : BUDGETED INCOME/ RECEIPTS 1. Federal Funds 2. State Funds 3. Local Cash Match 4. State Match 5. Local In-Kind Match 6. TOTAL RECEIPTS	1. Approved Budget \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	2. Actual Receipts For This Report \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3. Total Receipts Year to Date \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!
PART B : CONTRACTED EXPENDITURES 1. Administrative Expenses	1. Approved Budget \$0.00	2. Expenditures For This Report \$0.00	3. Expenditures Year to Date \$0.00	4. Percent of Approved Budget #DIV/0!
PART C : OTHER EXPENDITURES (For tracking purposes only) 1. Match: CCE / GR HCE / GR Other and In-Kind 2. Local Match 3. TOTAL	1. Approved Budget \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	2. Expenditures For This Report \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!
D: INTEREST 1. Earned on Advances <u> \$0.00 </u> 2. Returned on Advances <u> \$0.00 </u>				

ATTACHMENT XIII

EXHIBIT 2

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE: Title III IIIB PSA _____	Contract # _____ Contract Period: _____ Report Period _____ Report # _____ Invoice# _____		
CERTIFICATION: I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract. Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
PART A : BUDGETED INCOME/ RECEIPTS 1. Federal Funds 2. State Funds 3. Program Income - Non Match 4. Local Cash Match 5. SUBTOTAL: CASH RECEIPTS 6. Local In-Kind Match 7. TOTAL RECEIPTS	1. Approved Budget \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	2. Actual Receipts For This Report \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3. Total Receipts Year to Date \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!
PART B : EXPENDITURES 1. AAA Direct Services 2. Subcontractor 3. IIIB Set Aside 4. IIIB Set Aside DRR (Disaster Recovery Reserve) 5. TOTAL EXPENDITURES	1. Approved Budget \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	2. Expenditures For This Report \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!
PART C : OTHER EXPENDITURES (For Tracking Purposes only) 1. Match a. Other and In-Kind b. Local Match 2. Program Income 3. TOTAL OTHER	1. Approved Budget \$0.00 \$0.00 \$0.00 \$0.00	2. Expenditures For This Report \$0.00 \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget #DIV/0! #DIV/0! #DIV/0! #DIV/0!
PART D: INTEREST 1. Earned on Advances <u> \$0.00 </u> 2. Return on Advances <u> \$0.00 </u> 3. Other Earned <u> \$0.00 </u>				

ATTACHMENT XIII**EXHIBIT 3**

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE: Title III C1 PSA _____	Contract # _____ Contract Period: _____ Report Period _____ Report # _____ Invoice# _____		
CERTIFICATION: I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.				
Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
PART A : BUDGETED INCOME/ RECEIPTS 1. Federal Funds 2. State Funds 3. Program Income - Non Match 4. Local Cash Match 5. SUBTOTAL: CASH RECEIPTS 6. Local In-Kind Match 7. TOTAL RECEIPTS	1. Approved Budget <div style="text-align: right;">\$0.00</div>	2. Actual Receipts For This Report <div style="text-align: right;">\$0.00</div>	3. Total Receipts Year to Date <div style="text-align: right;">\$0.00</div>	4. Percent of Approved Budget <div style="text-align: right;">#DIV/0!</div>
PART B : EXPENDITURES 1. Subcontractor 2. C1 Set Aside DRR (Disaster Recovery Reserve) 3. TOTAL EXPENDITURES	1. Approved Budget <div style="text-align: right;">\$0.00</div>	2. Expenditures For This Report <div style="text-align: right;">\$0.00</div>	3. Expenditures Year to Date <div style="text-align: right;">\$0.00</div>	4. Percent of Approved Budget <div style="text-align: right;">#DIV/0!</div>
PART C : OTHER EXPENDITURES (For Tracking Purposes only) 1. Match a. Other and In-Kind b. Local Match 2. Program Income 3. TOTAL OTHER	1. Approved Budget <div style="text-align: right;">\$0.00</div>	2. Expenditures For This Report <div style="text-align: right;">\$0.00</div>	3. Expenditures Year to Date <div style="text-align: right;">\$0.00</div>	4. Percent of Approved Budget <div style="text-align: right;">#DIV/0!</div>
PART D: INTEREST 1. Earned on Advances <u> \$0.00 </u> 2. Return on Advances <u> \$0.00 </u> 3. Other Earned <u> \$0.00 </u>				

ATTACHMENT XIII

EXHIBIT 4

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE: Title III C2 PSA _____	Contract # _____ Contract Period: _____ Report Period _____ Report # _____ Invoice# _____		
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.				
Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
PART A : BUDGETED INCOME/ RECEIPTS 1. Federal Funds 2. State Funds 3. Program Income - Non Match 4. Local Cash Match 5. SUBTOTAL: CASH RECEIPTS 6. Local In-Kind Match 7. TOTAL RECEIPTS	1. Approved Budget \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	2. Actual Receipts For This Report \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3. Total Receipts Year to Date \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!
PART B : EXPENDITURES 1. Subcontractor 2. C2 Set Aside DRR (Disaster Recovery Reserve) 3. TOTAL EXPENDITURES	1. Approved Budget \$0.00 \$0.00 \$0.00	2. Expenditures For This Report \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget #DIV/0! #DIV/0! #DIV/0!
PART C : OTHER EXPENDITURES (For Tracking Purposes only) 1. Match a. Other and In-Kind b. Local Match 2. Program Income 3. TOTAL OTHER	1. Approved Budget \$0.00 \$0.00 \$0.00 \$0.00	2. Expenditures For This Report \$0.00 \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget #DIV/0! #DIV/0! #DIV/0! #DIV/0!
PART D: INTEREST 1. Earned on Advances <u> \$0.00 </u> 2. Return on Advances <u> \$0.00 </u> 3. Other Earned <u> \$0.00 </u>				

ATTACHMENT XIII

EXHIBIT 5

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE: Title III IIID PSA _____	Contract # _____ Contract Period: _____ Report Period _____ Report # _____ Invoice# _____		
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract. Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
PART A : BUDGETED INCOME/ RECEIPTS 1. Federal Funds 2. TOTAL RECEIPTS	1. Approved Budget \$0.00 \$0.00	2. Actual Receipts For This Report \$0.00 \$0.00	3. Total Receipts Year to Date \$0.00 \$0.00	4. Percent of Approved Budget #DIV/0! #DIV/0!
PART B : EXPENDITURES 1. AAA Direct Services 2. Subcontractor 3. TOTAL EXPENDITURES	1. Approved Budget \$0.00 \$0.00 \$0.00	2. For This Report \$0.00 \$0.00 \$0.00	3. Year to Date \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget #DIV/0! #DIV/0! #DIV/0!
PART C : OTHER EXPENDITURES (For Tracking Purposes only) 1. Program Income	1. Approved Budget \$0.00	2. Expenditures For This Report \$0.00	3. Expenditures Year to Date \$0.00	4. Percent of Approved Budget #DIV/0!
PART D: INTEREST 1. Earned on Advances <u> \$0.00 </u> 2. Return on Advances <u> \$0.00 </u> 3. Other Earned <u> \$0.00 </u>				

ATTACHMENT XIII

EXHIBIT 6

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE : Title III IIIE PSA _____	Contract # _____ Contract Period: _____ Report Period _____ Report # _____ Invoice# _____		
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.				
Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
PART A : BUDGETED INCOME/ RECEIPTS 1. Federal Funds 2. State Funds 3. Program Income - Non Match 4. Local Cash Match 5. SUBTOTAL: CASH RECEIPTS 6. Local In-Kind Match 7. TOTAL RECEIPTS	1. Approved Budget \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	2. Actual Receipts For This Report \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3. Total Receipts Year to Date \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!
PART B : EXPENDITURES 1. AAA Direct Services 2. Sub-Contracted Services 3. TOTAL EXPENDITURES	1. Approved Budget \$0.00 \$0.00 \$0.00	2. Expenditures For This Report \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget #DIV/0! #DIV/0! #DIV/0!
PART C : OTHER EXPENDITURES (For Tracking Purposes only) 1. Match a. Other and In-Kind b. Local Match 2. Program Income 3. TOTAL OTHER	1. Approved Budget \$0.00 \$0.00 \$0.00 \$0.00	2. Expenditures For This Report \$0.00 \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget #DIV/0! #DIV/0! #DIV/0! #DIV/0!
PART D : EXPENDITURES ANALYSIS 1. Expenditures by Services Year to Date: 1. Information..... 2. Assistance..... 3. Counseling..... 4. Respite..... 5. Supplemental Services..... 6. TOTAL..... Part B Line 3, column 3 should be equal to this total.	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	2. Units of Services Year to Date 000000	3. Number of People Served Year to Date 000000	
PART E : GRANDPARENT SERVICES (reported by Federal Fiscal Year) FFY _____ \$ _____ FFY _____ \$ _____ FFY _____ \$ _____ Match \$ _____ Match \$ _____ Match \$ _____				
PART F: INTEREST 1. Earned on Advances _____ \$0.00 2. Returned on Advances _____ \$0.00 3. Other Earned _____ \$0.00				

DOEA FORM 105as-IIIE revised 10/19/18

ATTACHMENT XIII

EXHIBIT 7

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE : Title III NSIP PSA _____	Contract # _____ Contract Period: _____ Report Period _____ Report # _____ Invoice# _____		
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.				
Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
PART A: EXPENDITURE COMPUTATION 1. Number of Meals Served 2. Line 1 Times \$.72 cents per Meal	YEAR TO DATE		CURRENT MONTH	
	CONGREGATE	HOME DELIVERED	CONGREGATE	HOME DELIVERED
	0	0	0	0
	\$0.00	\$0.00	\$0.00	\$0.00
	Year To Date Total Meals _____ 0		Current Month Total Meals _____ 0	
Year To Date Total Expenditures _____ \$0.00		Total Current Expenditures _____ \$0.00		
PART B: CONTRACT SUMMARY 1. Approved Contract Amount 2. Actual Expenditures for this Report 3. Total Expenditures Year to Date 4. Contract Balance	\$0.00 \$0.00 \$0.00 \$0.00			
DOEA FORM 105as-NSIP revised 10/19/18				

ATTACHMENT XIV

COMPUTATION OF CARRYFORWARD AND OVERADVANCE OAA TITLE III

PSA _____Contract Period: _____

Contract # _____

	AAA ADMINISTRATION		TITLE III B	TITLE III C1	TITLE III C2	TITLE III D	TITLE III E	NSIP	TOTAL
	FED FUND	GEN REV	FED FUND	FED FUND	FED FUND	FED FUND	FED FUND	FED FUND	
CARRYFORWARD									
1. CURRENT YEAR FUNDING : FFY _____	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. PRIOR YEAR CARRYFORWARD: FFY _____	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. PRIOR YEAR CARRYFORWARD: FFY _____	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. CONTRACT TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. NET EXPENDITURES FOR CONTRACT YEAR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. CURRENT FFY CARRYFORWARD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. CARRYFORWARD PERCENTAGE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
OVERADVANCES									
8. TOTAL FUNDS ADVANCED AND/OR REIMBURSED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. LESS: EXPENDITURES FROM LINE 5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10. AMOUNT OF OVERADVANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11. REPORT APPROVED FOR AAA BY:			12. REPORT APPROVED BY DOEA DIVISION OF FINANCIAL ADMINISTRATION:						
Signature _____Date _____			Signature _____Date _____						
			13. REPORT APPROVED BY DOEA CONTRACT MANAGEMENT:						
			Signature _____Date _____						

ATTACHMENT XV

COST REIMBURSEMENT SUMMARY

PSA _____		Contract # _____	
		Contract Period: _____	
		Report Period _____	
		Report # _____	

Budget Category	Description	Number of units	Amount	
Administration				
	TOTAL ADMINISTRATION			\$0.00
	Expenses			
TOTAL EXPENSES			\$0.00	

ATTACHMENT XVI

SERVICE RATE REPORT

Program	Service	Method of Payment	High Reimbursement/Unit Rate	Unit Type
ADMIN	ADMINISTRATIVE COSTS*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3B	ADMINISTRATIVE COSTS (LAN SET ASIDE)*	Cost Reimbursement	Cost Reimbursement	Episode
OA3B	ADULT DAY CARE	Fixed Fee/Unit Rate	\$176.00	DAYS
OA3B	ADULT DAY HEALTH CARE	Fixed Fee/Unit Rate	\$187.00	DAYS
OA3B	ASSURANCE (TELEPHONE AND IN-PERSON)	Fixed Fee/Unit Rate	\$42.90	EPISODE
OA3B	CAREGIVER SUPPORT GROUPS	Fixed Fee/Unit Rate	\$141.46	EPISODE
OA3B	CAREGIVER TRAIN/SUPPORT (GROUP)	Fixed Fee/Unit Rate	\$154.00	HOURL
OA3B	CAREGIVER TRAIN/SUPPORT (INDIVIDUAL)	Fixed Fee/Unit Rate	\$143.00	HOURL
OA3B	CASE AIDE	Fixed Fee/Unit Rate	\$57.75	HOURL
OA3B	CASE MANAGEMENT	Fixed Fee/Unit Rate	\$115.50	HOURL
OA3B	CHORE*	Cost Reimbursement	Cost Reimbursement	HOURL
OA3B	CHORE	Fixed Fee/Unit Rate	\$113.33	HOURL
OA3B	CHORE (ENHANCED)*	Cost Reimbursement	Cost Reimbursement	HOURL
OA3B	CHORE (ENHANCED)	Fixed Fee/Unit Rate	\$45.05	HOURL
OA3B	COMPANIONSHIP	Fixed Fee/Unit Rate	\$50.71	HOURL
OA3B	COUNSELING (GERONTOLOGICAL) - GROUP	Fixed Fee/Unit Rate	\$140.80	HOURL
OA3B	COUNSELING (GERONTOLOGICAL) - INDIVIDUAL	Fixed Fee/Unit Rate	\$164.22	HOURL
OA3B	COUNSELING (MENTAL HEALTH COUNSELING/SCREENING) - GROUP	Fixed Fee/Unit Rate	\$159.50	HOURL
OA3B	COUNSELING (MENTAL HEALTH COUNSELING/SCREENING) - INDIVIDUAL	Fixed Fee/Unit Rate	\$225.43	HOURL
OA3B	DIRECT PAY RESPITE	Fixed Fee/Unit Rate	\$20.08	HOURL
OA3B	EDUCATION/TRAINING - GROUP	Fixed Fee/Unit Rate	\$256.01	EPISODE
OA3B	EDUCATION/TRAINING - INDIVIDUAL	Fixed Fee/Unit Rate	\$143.33	EPISODE
OA3B	EMERGENCY ALERT RESPONSE	Fixed Fee/Unit Rate	\$2.42	DAYS
OA3B	EMERGENCY ALERT RESPONSE (INSTALL)	Fixed Fee/Unit Rate	\$75.57	EPISODE
OA3B	ESCORT	Fixed Fee/Unit Rate	\$25.85	HOURL
OA3B	HEALTH SUPPORT - GROUP	Fixed Fee/Unit Rate	\$146.32	HOURL
OA3B	HEALTH SUPPORT - INDIVIDUAL	Fixed Fee/Unit Rate	\$78.65	HOURL
OA3B	HOME HEALTH AIDE SERVICE	Fixed Fee/Unit Rate	\$35.20	HOURL
OA3B	HOMEMAKER	Fixed Fee/Unit Rate	\$47.86	HOURL
OA3B	HOUSING IMPROVEMENT*	Cost Reimbursement	Cost Reimbursement	EOUSIDE
OA3B	HOUSING IMPROVEMENT	Fixed Fee/Unit Rate	\$84.70	EPISODE
OA3B	INFORMATION	Fixed Fee/Unit Rate	\$44.00	EPISODE
OA3B	INTAKE	Fixed Fee/Unit Rate	\$101.39	HOURL
OA3B	INTERPRETING/TRANSLATING	Fixed Fee/Unit Rate	\$133.10	HOURL
OA3B	LEGAL ASSISTANCE	Fixed Fee/Unit Rate	\$206.80	HOURL
OA3B	MATERIAL AID*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3B	MATERIAL AID	Fixed Fee/Unit Rate	\$26.49	EPISODE
OA3B	OUTREACH	Fixed Fee/Unit Rate	\$195.17	EPISODE
OA3B	PERSONAL CARE	Fixed Fee/Unit Rate	\$52.01	HOURL
OA3B	PET SUPPORT SERVICES*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3B	RECREATION	Fixed Fee/Unit Rate	\$131.60	HOURL
OA3B	RECREATION MATERIALS*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3B	RECREATION MATERIALS*	Fixed Fee/Unit Rate	\$25.88	EPISODE
OA3B	REFERRAL/ASSISTANCE	Fixed Fee/Unit Rate	\$87.16	EPISODE
OA3B	RESPITE IN-FACILITY	Fixed Fee/Unit Rate	\$24.20	HOURL
OA3B	RESPITE IN-HOME	Fixed Fee/Unit Rate	\$45.44	HOURL
OA3B	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	\$141.76	HOURL
OA3B	SHOPPING ASSISTANCE	Fixed Fee/Unit Rate	\$93.92	ONE-WAY TRIP
OA3B	SKILLED NURSING SERVICES	Fixed Fee/Unit Rate	\$88.00	HOURL
OA3B	SPECIALIZED MEDICAL EQUIPMENT, SERVICES & SUPPLIES*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3B	TECHNOLOGY*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3B	TECHNOLOGY - EQUIPMENT*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3B	TECHNOLOGY - INSTALL*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3B	TECHNOLOGY - STAFF SUPPORT*	Cost Reimbursement	Cost Reimbursement	EPISODE

OA3B	TRANSPORTATION*	Cost Reimbursement	Cost Reimbursement	ONE WAY TRIP
OA3B	TRANSPORTATION	Fixed Fee/Unit Rate	\$66.67	ONE WAY TRIP
OA3B	TRANSPORTATION - GROUP	Fixed Fee/Unit Rate	\$66.00	ONE WAY TRIP
OA3B	TRANSPORTATION TO MEAL SITE FOR MANAGED LONG-TERM CARE CLIENTS*	Cost Reimbursement	Cost Reimbursement	ONE WAY TRIP
OA3B	TRANSPORTATION TO MEAL SITE FOR MANAGED LONG-TERM CARE CLIENTS	Fixed Fee/Unit Rate	\$37.40	ONE WAY TRIP
O3C1	ASSURANCE (TELEPHONE AND IN-PERSON)	Fixed Fee/Unit Rate	\$42.90	EPISODE
O3C1	CONGREGATE MEALS	Fixed Fee/Unit Rate	\$20.90	MEAL
O3C1	CONGREGATE HOLIDAY/EMERGENCY SHELF MEALS	Fixed Fee/Unit Rate	\$20.90	MEAL
O3C1	CONGREGATE MEALS (SCREENING)	Fixed Fee/Unit Rate	\$69.83	MEAL
O3C1	CONGREGATE MEALS BREAKFAST	Fixed Fee/Unit Rate	\$20.90	MEAL
O3C1	CONGREGATE MEALS FOR MANAGED LONG-TERM CARE CLIENTS	Fixed Fee/Unit Rate	\$20.90	MEAL
O3C1	CONGREGATE MEALS FOR MANAGED LONG-TERM CARE CLIENTS BREAKFAST	Fixed Fee/Unit Rate	\$4.59	MEAL
O3C1	CONGREGATE MEALS -GRAB AND GO	Fixed Fee/Unit Rate	\$20.79	MEAL
O3C1	CONGREGATE MEALS GUEST	Fixed Fee/Unit Rate	\$20.90	MEAL
O3C1	CONGREGATE MEALS VOLUNTEERS	Fixed Fee/Unit Rate	\$20.90	MEAL
O3C1	EMERGENCY HOME DELIVERED SHELF MEALS	Fixed Fee/Unit Rate	\$12.90	MEAL
O3C1	NUTRITION COUNSELING - INDIVIDUAL	Fixed Fee/Unit Rate	\$101.20	HOURL
O3C1	NUTRITION EDUCATION	Fixed Fee/Unit Rate	\$17.79	EPISODE
O3C1	OUTREACH	Fixed Fee/Unit Rate	\$76.66	EPISODE
O3C1	SHOPPING ASSISTANCE	Fixed Fee/Unit Rate	\$52.08	ONE WAY TRIP
O3C2	ASSURANCE (TELEPHONE AND IN-PERSON)	Fixed Fee/Unit Rate	\$42.90	EPISODE
O3C2	EMERGENCY HOME DELIVERED SHELF MEALS	Fixed Fee/Unit Rate	\$21.69	MEAL
O3C2	HOME DELIVERED MEALS	Fixed Fee/Unit Rate	\$21.69	MEAL
O3C2	HOME DELIVERED MEALS BREAKFAST	Fixed Fee/Unit Rate	\$6.62	MEAL
O3C2	HOME DELIVERED MEALS - FROZEN	Fixed Fee/Unit Rate	\$10.23	MEAL
O3C2	HOME DELIVERED MEALS -GRAB AND GO	Fixed Fee/Unit Rate	\$20.79	MEAL
O3C2	HOME DELIVERED MEALS - GUEST	Fixed Fee/Unit Rate	\$20.79	MEAL
O3C2	HOME DELIVERED MEALS - HOT	Fixed Fee/Unit Rate	\$8.61	MEAL
O3C2	NUTRITION COUNSELING - INDIVIDUAL	Fixed Fee/Unit Rate	\$110.23	HOURL
O3C2	NUTRITION EDUCATION	Fixed Fee/Unit Rate	\$17.79	EPISODE
O3C2	OUTREACH	Fixed Fee/Unit Rate	\$76.66	EPISODE
O3C2	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	\$99.00	HOURL
O3C2	SHOPPING ASSISTANCE	Fixed Fee/Unit Rate	\$53.45	ONE WAY TRIP
OA3D	A MATTER OF BALANCE (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$6,378.23	EPISODE
OA3D	ACTIVE LIVING EVERY DAY (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$7,768.86	EPISODE
OA3D	ARTHRITIS FOUNDATION EXERCISE PROGRAM (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$5,814.39	EPISODE
OA3D	ARTHRITIS FOUNDATION TAI CHI PROGRAM (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$8,800.00	EPISODE
OA3D	ASSURANCE (TELEPHONE AND IN-PERSON)	Fixed Fee/Unit Rate	\$42.90	EPISODE
OA3D	BINGOCIZE	Fixed Fee/Unit Rate	\$4,591.31	EPISODE
OA3D	CHRONIC DISEASE SELF-MANAGEMENT PROGRAM (EVIDENCE-BASED PROGRAM)	Fixed Fee/Unit Rate	\$6,546.00	EPISODE
OA3D	CHRONIC PAIN SELF MANAGEMENT PROGRAM	Fixed Fee/Unit Rate	\$6,546.00	EPISODE
OA3D	DIABETES EMPOWERMENT EDUCATION PROGRAM (GROUP) (EVIDENCE-BASED PROGRAM)	Fixed Fee/Unit Rate	\$7,283.70	EPISODE
OA3D	DIABETES SELF-MANAGEMENT PROGRAM (EVIDENCE-BASED PROGRAM)	Fixed Fee/Unit Rate	\$6,270.00	EPISODE
OA3D	ENHANCE WELLNESS (EVIDENCE-BASED PROGRAM)	Fixed Fee/Unit Rate	\$563.90	HOURL
OA3D	ENHANCEFITNESS (EVIDENCE-BASED PROGRAM)	Fixed Fee/Unit Rate	\$4,400.00	HOURL
OA3D	HEALTHY EATING EVERY DAY (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$7,146.33	EPISODE
OA3D	HOMEMEDS (EVIDENCE-BASED PROGRAM)	Fixed Fee/Unit Rate	\$100.69	HOURL
OA3D	PEARLS (SCREENING) (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$224.57	EPISODE
OA3D	PEARLS (ENROLLMENT) (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$224.57	EPISODE
OA3D	PEARLS (SESSION 1) (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$224.57	EPISODE
OA3D	PEARLS (SESSION 2) (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$224.57	EPISODE
OA3D	PEARLS (SESSION 3) (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$224.57	EPISODE
OA3D	PEARLS (SESSION 4) (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$224.57	EPISODE

OA3D	PEARLS (SESSION 5) (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$224.57	EPISODE
OA3D	PEARLS (SESSION 6) (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$224.57	EPISODE
OA3D	PEARLS (SESSION 7) (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$224.57	EPISODE
OA3D	PEARLS (SESSION 8) (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$224.57	EPISODE
OA3D	PEARLS (DISCHARGE) (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$224.57	EPISODE
OA3D	POWERFUL TOOLS FOR CAREGIVERS (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$7,012.50	EPISODE
OA3D	PROGRAMA DE MANEJO PERSONAL DE LA DIABETES (EVIDENCE-BASED PROGRAM)	Fixed Fee/Unit Rate	\$6,270.00	EPISODE
OA3D	SAVVY CAREGIVER (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$5,694.66	EPISODE
OA3D	STAY ACTIVE AND INDEPENDENT FOR LIFE (EVIDENCE-BASED)	Fixed Fee/Unit Rate	\$213.93	HOURL
OA3D	TAI CHI:MOVING FOR BETTER BALANCE (EVIDENCE-BASED PROGRAM)	Fixed Fee/Unit Rate	\$13,200.00	EPISODE
OA3D	TCARE*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3D	TECHNOLOGY*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3D	TECHNOLOGY - EQUIPMENT*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3D	TECHNOLOGY - INSTALL*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3D	TECHNOLOGY - STAFF SUPPORT*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3D	TOMANDO CONTROL DE SU SALUD (EVIDENCE-BASED PROGRAM)	Fixed Fee/Unit Rate	\$8,800.00	EPISODE
OA3D	UN ASUNTO DE EQUILIBRIO (EVIDENCE-BASED PROGRAM)	Fixed Fee/Unit Rate	\$6,270.00	EPISODE
OA3D	WALK WITH EASE (EVIDENCE-BASED PROGRAM)	Fixed Fee/Unit Rate	\$5,746.05	EPISODE
OA3E	ADULT DAY CARE	Fixed Fee/Unit Rate	\$187.00	DAYS
OA3E	ADULT DAY HEALTH CARE	Fixed Fee/Unit Rate	\$176.00	DAYS
OA3E	ASSURANCE (TELEPHONE AND IN-PERSON)	Fixed Fee/Unit Rate	\$42.90	EPISODE
OA3E	CAREGIVER SUPPORT GROUPS	Fixed Fee/Unit Rate	\$889.93	EPISODE
OA3E	CAREGIVER TRAINING/SUPPORT (GROUP)	Fixed Fee/Unit Rate	\$832.76	HOURL
OA3E	CAREGIVER TRAINING/SUPPORT (INDIVIDUAL)	Fixed Fee/Unit Rate	\$275.00	HOURL
OA3E	CASE AIDE	Fixed Fee/Unit Rate	\$57.75	HOURL
OA3E	COUNSELING (GERONTOLOGICAL) - GROUP	Fixed Fee/Unit Rate	\$140.80	HOURL
OA3E	COUNSELING (GERONTOLOGICAL) - INDIVIDUAL	Fixed Fee/Unit Rate	\$164.22	HOURL
OA3E	COUNSELING (MENTAL HEALTH COUNSELING/SCREENING) - GROUP	Fixed Fee/Unit Rate	\$159.50	HOURL
OA3E	COUNSELING (MENTAL HEALTH COUNSELING/SCREENING) - INDIVIDUAL	Fixed Fee/Unit Rate	\$225.43	HOURL
OA3E	DIRECT PAY RESPITE*	Cost Reimbursement	Cost Reimbursement	HOURL
OA3E	DIRECT PAY RESPITE	Fixed Fee/Unit Rate	\$20.39	HOURL
OA3E	EDUCATION/TRAINING - GROUP	Fixed Fee/Unit Rate	\$187.00	EPISODE
OA3E	EDUCATION/TRAINING - INDIVIDUAL	Fixed Fee/Unit Rate	\$101.64	EPISODE
OA3E	EMERGENCY HOME DELIVERED MEALS	Fixed Fee/Unit Rate	\$9.35	MEAL
OA3E	FINANCIAL RISK REDUCTION - (ASSESSMENT)	Fixed Fee/Unit Rate	\$135.30	HOURL
OA3E	FINANCIAL RISK REDUCTION - (MAINTENANCE)	Fixed Fee/Unit Rate	\$47.52	HOURL
OA3E	HOMEMAKER	Fixed Fee/Unit Rate	\$43.57	HOURL
OA3E	HOME DELIVERED MEALS	Fixed Fee/Unit Rate	\$20.79	MEAL
OA3E	INFORMATION	Fixed Fee/Unit Rate	\$44.00	EPISODE
OA3E	INTAKE	Fixed Fee/Unit Rate	\$79.40	HOURL
OA3E	OUTREACH	Fixed Fee/Unit Rate	\$100.86	EPISODE
OA3E	PET SUPPORT SERVICES*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3E	POWERFUL TOOLS FOR CAREGIVERS	Fixed Fee/Unit Rate	\$7,012.50	EPISODE
OA3E	RECREATION MATERIALS*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3E	REFERRAL/ASSISTANCE	Fixed Fee/Unit Rate	\$100.86	EPISODE
OA3E	RESPITE IN-FACILITY	Fixed Fee/Unit Rate	\$89.12	HOURL
OA3E	RESPITE IN-HOME	Fixed Fee/Unit Rate	\$52.34	HOURL
OA3E	SAVVY CAREGIVER	Fixed Fee/Unit Rate	\$5,410.87	EPISODE
OA3E	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	\$110.25	HOURL
OA3E	SHOPPING ASSISTANCE	Fixed Fee/Unit Rate	\$52.35	ONE WAY TRIP
OA3E	TCARE*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3E	TECHNOLOGY*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3E	TECHNOLOGY - EQUIPMENT*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3E	TECHNOLOGY - INSTALL*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3E	TECHNOLOGY - STAFF SUPPORT*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3E	TRANSPORTATION	Fixed Fee/Unit Rate	\$42.24	ONE WAY TRIP
OA3EG	ASSURANCE (TELEPHONE AND IN-PERSON)	Fixed Fee/Unit Rate	\$27.50	EPISODE

OA3EG	CAREGIVER SUPPORT GROUPS	Fixed Fee/Unit Rate	\$156.75	EPISODE
OA3EG	CAREGIVER TRAINING/SUPPORT (GROUP)	Fixed Fee/Unit Rate	\$218.54	HOURL
OA3EG	CAREGIVER TRAINING/SUPPORT (INDIVIDUAL)	Fixed Fee/Unit Rate	\$143.00	HOURL
OA3EG	CASE AIDE	Fixed Fee/Unit Rate	\$57.75	HOURL
OA3EG	CHILD DAY CARE	Fixed Fee/Unit Rate	\$27.27	HOURL
OA3EG	COUNSELING (GERONTOLOGICAL) - GROUP	Fixed Fee/Unit Rate	\$89.64	HOURL
OA3EG	COUNSELING (GERONTOLOGICAL) - INDIVIDUAL	Fixed Fee/Unit Rate	\$51.70	HOURL
OA3EG	COUNSELING (MENTAL HEALTH COUNSELING/SCREENING) - GROUP	Fixed Fee/Unit Rate	\$159.50	HOURL
OA3EG	COUNSELING (MENTAL HEALTH COUNSELING/SCREENING) - INDIVIDUAL	Fixed Fee/Unit Rate	\$154.00	HOURL
OA3EG	DIRECT PAY SITTEER	Fixed Fee/Unit Rate	\$36.30	HOURL
OA3EG	EDUCATION/TRAINING - GROUP	Fixed Fee/Unit Rate	\$256.92	EPISODE
OA3EG	EDUCATION/TRAINING - INDIVIDUAL	Fixed Fee/Unit Rate	\$119.90	EPISODE
OA3EG	HOME DELIVERED MEALS	Fixed Fee/Unit Rate	\$20.79	MEAL
OA3EG	EMERGENCY HOME DELIVERED MEALS	Fixed Fee/Unit Rate	\$9.35	MEAL
OA3EG	LEGAL ASSISTANCE	Fixed Fee/Unit Rate	\$206.80	HOURL
OA3EG	OUTREACH	Fixed Fee/Unit Rate	\$42.38	EPISODE
OA3EG	RECREATION MATERIALS*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3EG	REFERRAL/ASSISTANCE	Fixed Fee/Unit Rate	\$51.70	EPISODE
OA3EG	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	\$99.00	HOURL
OA3EG	SHOPPING ASSISTANCE	Fixed Fee/Unit Rate	\$45.38	ONE WAY TRIP
OA3EG	TECHNOLOGY*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3EG	TECHNOLOGY - EQUIPMENT*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3EG	TECHNOLOGY - INSTALL*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3EG	TECHNOLOGY - STAFF SUPPORT*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3EG	TRANSPORTATION	Fixed Fee/Unit Rate	\$22.89	ONE WAY TRIP
OA3EG	TRANSPORTATION - GROUP	Fixed Fee/Unit Rate	\$9.89	ONE WAY TRIP
OA3ES	CHORE	Fixed Fee/Unit Rate	\$165.00	HOURL
OA3ES	CHORE (ENHANCED)*	Cost Reimbursement	Cost Reimbursement	HOURL
OA3ES	CHORE (ENHANCED)	Fixed Fee/Unit Rate	\$76.08	HOURL
OA3ES	DIRECT PAY HOUSING IMPROVEMENT*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3ES	DIRECT PAY SPECIALIZED MEDICAL EQUIPMENT, SERVICES & SUPPLIES*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3ES	DIRECT PAY SPECIALIZED MEDICAL EQUIPMENT, SERVICES & SUPPLIES	Fixed Fee/Unit Rate	\$1,573.00	EPISODE
OA3ES	HOUSING IMPROVEMENT*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3ES	HOUSING IMPROVEMENT	Fixed Fee/Unit Rate	\$1,573.00	EPISODE
OA3ES	LEGAL ASSISTANCE	Fixed Fee/Unit Rate	\$217.45	HOURL
OA3ES	MATERIAL AID*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3ES	MATERIAL AID	Fixed Fee/Unit Rate	\$1,573.00	EPISODE
OA3ES	ASSURANCE (TELEPHONE AND IN-PERSON)	Fixed Fee/Unit Rate	\$27.50	EPISODE
OA3ES	SPECIALIZED MEDICAL EQUIPMENT, SERVICES & SUPPLIES*	Cost Reimbursement	Cost Reimbursement	EPISODE
OA3ES	SPECIALIZED MEDICAL EQUIPMENT, SERVICES & SUPPLIES	Fixed Fee/Unit Rate	\$1,573.00	EPISODE
OA3ES	SPECIALIZED MEDICAL EQUIPMENT, SERVICES & SUPPLIES VENDOR*	Cost Reimbursement	Cost Reimbursement	EPISODE
NSIP	CONGREGATE AND HOME DELIVERED MEALS	Fixed Fee/Unit Rate	\$0.72	MEAL

*As stipulated in contract, these services are provided on a cost reimbursement basis

ATTACHMENT XVII

OAA ANNUAL VOLUNTEER ACTIVITY REPORT SPECIFICATIONS

I. Report Submission

The Contractor shall complete and submit an OAA Annual Volunteer Activity Report. The report must contain data for the previous contract year as outlined below in this attachment and must be submitted to the Department no later than January 15, each calendar year. The data shall be reported via the Annual Volunteer Activity Report link located under the Departments Partner Tools portal. <https://fmw.state.fl.us:8890/apps/doesaapex/f?p=2180:1:15822691939736>.

II. Categories & Definitions

Direct Volunteers: Volunteers who have person-to-person contact with clients (e.g. I&R specialists, SHINE counselors, and individuals providing respite and companionship).

Indirect Volunteers: Volunteers who coordinate, manage, or participate in specific services, programs, or activities that assist paid staff in planning, implementing, and evaluating the goals and objectives of an organization (e.g. speaker's bureau volunteer, data entry, board members, etc.).

Episodic Volunteers: Volunteers who participate in a specific, one-time event for a limited time, regardless of direct or indirect volunteers.

NOTE: A volunteer can only be counted once. Select the category (direct, indirect, or episodic) that best describes the individual volunteer and his/her volunteer work.

Unduplicated direct or indirect volunteers: Number of volunteers who perform service activities.

III. Survey Questions

- i. User input: Email address
- i. User input: Survey questions
 - 1. Number of unduplicated direct service volunteers.
 - 1. Number of unduplicated indirect service volunteers.
 - 2. Number of episodic volunteers engaged during the contract year.
 - 3. Total number of direct volunteer hours served.
 - 4. Total number of indirect volunteer hours served.
 - 5. Total number of episodic volunteer hours served.
 - 6. Number of clients served by volunteers.
 - 7. Number of volunteers age 60 or older.
 - 8. Number of volunteers under age 60.

IV. Service Categories

Groupings for reporting the number of volunteers providing services during the data collection period (January 1 – December 31). If there are no activities during the year, enter zero.

Adult Day Care: Non-residential facility specializing in providing activities for elderly individuals or individuals with disabilities. Operates ten to twelve (10 – 12) hours per day and provides meals, social or recreational outings, and general supervision.

Advisory Council/Board Membership: Group of experts and leaders in an industry who share knowledge, contacts, and leadership skills to benefit an organization; comprised of people who have no material interests in the organization other than their directorship and who are responsible for a fiduciary role within the organization.

AmeriCorps: Network of national service programs that engage members and community volunteers in intensive service to meet needs in education, public health, and the environment. This service produces volunteers who will provide direct services to clients.

AmeriCorps Vista: VISTA members commit to serve full-time for a year at a nonprofit organization or local government agency, working to fight illiteracy, improve health services, create businesses, strengthen community groups, and much more. This service produces volunteers who will provide direct services to clients.

Clerical/Administration: Complex work tasks performed under direction in support of one or more persons serving in an administrative or professional capacity; completion of routine administrative tasks directly related to the work of supervisor(s).

Companionship Programs: Programs that help elders to help other elders with their daily lives. Tasks may include grocery shopping, household chores, going out to lunch, or simply visiting the elders to keep them company.

Congregate Meals: Meal service in a group setting to individuals who cannot prepare or obtain nutritionally adequate meals themselves. Meals assist individuals to maintain a nutritious diet.

Consumer Education/Counseling: Enhances the capacity of mature consumers to navigate the increasingly complex marketplace. Consumer education programs provide significant benefits, including identification of market information, compliant and consumer redress procedures, and understanding of a technology-based consumer environment.

Disaster Preparation/Recovery: Services provided in coordination with American Red Cross, FEMA, and local task forces in response or in preparation of a disaster.

Education: Community outreach program of an academic institution that offers educational and cultural programs specifically designed to foster and support lifelong learning.

Foster Grandparents: Provides a way for volunteers age 55 and older to stay active by serving children and youth in their communities, through tutoring and mentoring.

Fundraising: Any service directly related to the solicitation of contributions for a committee, program, or organization.

Health Promotion: Programs specifically for older adults in the areas of health education, physical activity, coordinated screening, and mental health.

Home Delivered Meals: Meal service delivered to the homes to individuals who cannot prepare or obtain nutritionally adequate meals for themselves. Meals assist individuals to maintain a nutritious diet.

Homemaker Programs: Programs provide in-home services to elders at-risk of premature placement in a nursing home. Clients must be 60 years of age or older.

Home Repair: Home improvement, remodeling, or handyman work, including small, odd jobs, and routine tasks.

Information and Referral: One-to-one services directing elders to appropriate programs and resources based on elders' needs and specialized knowledge of aging services within the community.

Intergenerational: Activities or programs that increase cooperation, interaction, or exchange between any two or more generations.

Legal Assistance: Legal services to elders age 60 and older that deal with issues such as property taxes, mobile home, and other landlord tenant issues, advance directives, Medicaid eligibility, Social Security denial, and state and local welfare benefit denials.

RSVP: Retired Senior Volunteer Program includes a network for individuals age 55 and older who use their skills and talents in volunteer activities such as home repairs, tutoring and mentoring, and assisting victims of natural disasters.

Recreation: Programs for older adults including health education, physical activity, and coordinated screening for physical and mental health.

RELIEF: Respite for Elders Living in Everyday Families offers respite services to caregivers of frail elders and those with Alzheimer's disease and related dementia.

Respite: Service that provides a temporary break for a family member from daily caregiving responsibilities.

Safety Education Programs: Programs on home safety, driver's safety fall prevention, and other general safety educational topics provided by a volunteer to the aging network.

Senior Companions: Volunteers provide services to elders at risk of institutionalization due to chronic illness, disability, or isolation. Services may include transportation to medical appointments, shopping assistance, meal preparation, companionship, and advocacy, as well as respite for caregivers.

Elder Abuse Prevention Programs: Prevention strategies for elder abuse neglect, and exploitation, fraud, scams, identity theft, and programs on home safety. **SHINE and Florida SHINE/SMP:** The SHINE Program provides free and unbiased counseling through a dedicated network of volunteers, empowering Florida seniors to make informed decisions. Through the SHINE Program, SHINE volunteers help Medicare beneficiaries, their families, and caregivers through education, counseling, and assistance. Through the SHINE/SMP (Senior Medicare Patrol) Program, volunteers also educate beneficiaries to protect, detect and report potential errors, fraud, and abuse with their Medicare Coverage.

Special Events: Time-limited events.

Speakers' Bureau: Service that provides the right professional speaker for every type of event.

Telephone Reassurance: Scheduled telephone calls to check on homebound elders, which may include a friendly visit from law enforcement or volunteers.

Transportation: Service provided for older adults and individuals with disabilities including lift-equipped vehicles for wheelchair transport and medical transportation for appointments, dialysis, and chemotherapy

(July 2023 – June 2024)

XF305

ATTACHMENT XVIII
SIMPLIFIED UNIT COST METHODOLOGY RATE INCREASE REQUEST FORM

BUDGET YEAR:
RECIPIENT NAME:

PRIOR YEAR RATE:

LINE-ITEM EXPENSES	Prior Year Historical Costs	Current Rate	Requested Rate	% Change (between Contract Execution and Requested)
Wages				-
Fringe Benefits (Formula Allocated)				-
Fringe Benefits (Manual Allocation)				-
Travel				-
Education/Training				-
Communications & Postage				-
Utilities				-
Printing & Supplies				-
Advertising				-
Insurance				-
Maintenance & Repair				-
Space Costs (Rent)				-
Equipment				-
Professional fees/Legal/Audit				-
Program Supplies				-
Depreciation				-
Food & Food Supplies				-
Other				-
TOTAL ALLOWABLE COSTS	\$0.00	\$0.00	\$0.00	0.00%