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

**COMMUNITY CARE FOR THE ELDERLY**

**THIS AGREEMENT** is entered into between Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (Agency) and (Provider), collectively referred to as the "Parties." The term Provider for this purpose may designate a Vendor, Subgrantee or Subrecipient.

**WITNESSETH THAT**:

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

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

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

**1. Purpose of Agreement:**

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

**2. Incorporation of Documents within the Agreement:**

The Agreement will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals and/or desk books, as an integral part of the Agreement, except to the extent that the Agreement 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 Agreement document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Agreement document and identified attachments.

**3. Term of Agreement:**

This Agreement shall begin at twelve (12:00) A.M., Eastern Standard Time **July 1, 2027** or on the date the Agreement 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 **June 30, 2028**.

**4 Agreement Amount:**

The Agency agrees to pay for contracted services according to the terms and conditions of this Agreement in an amount not to exceed the Total Agreement Amount outlined below or the rate schedule, with expenditures to be based upon an approved annual budget, subject to adjustment in accordance with Attachment IX and subject to the availability of funds. Any costs or services paid for under any other contract or agreement or from any other source are not eligible for payment under this Agreement.

These funds are allocated for the period July 1, 2027 – June 30, 2028.

| **Funding Allocation** | | | | |
|---|---|---|---|---|
| **Program Title** | **Year** | **Funding Sources** | **CSFA** | **Amount** |
| Community Care for the Elderly (CCE) | 2027 | General Revenue | 65.010 | $xxx,xxx.00 |
| **TOTAL AGREEMENT AMOUNT:** | | | | $xxx,xxx.00 |

**5. Renewals:**

By mutual agreement of the Parties, the Agency may renew the Agreement for a period not to exceed three years from the last competitive solicitation for this program, 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 Agreement and contingent upon satisfactory performance evaluations by the Agency and the availability of funds.

In the event that a subsequent agreement may not be executed prior to July 1st start date, the Agency may, at its discretion, extend this Agreement upon written notice for up to 90 days to ensure continuity of service. Service provided under this extension will be paid for out of the succeeding agreement amount.

**6. Compliance with Federal Law:**

**6.1** If this Agreement contains federal funds this section shall apply.

**6.1.1** The Provider 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 Agreement contains federal funds and is over $100,000.00, the Provider shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) §7401, et seq.), 42 U.S.C. 7606, Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. §1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations, 2 CFR Part 1500. The Provider shall report any violations of the above to the Agency.

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

**6.1.4** In accordance with Appendix II to 2 CFR Part 200, the Provider shall comply with Department of Labor regulations 41 CFR Part 60 and Department of Health and Human Services regulations 45 CFR Part 92, if applicable.

**6.1.5** A contract or Agreement award with an amount expected to equal or exceed $25,000.00 and certain other contract or Agreement 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 Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Provider shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this Agreement. The Provider shall complete and sign the Certifications and Assurances Attachment prior to the execution of this Agreement.

**6.2** The Provider shall not employ an unauthorized alien. The Agency 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 et seq.). Such violation will be cause for unilateral cancellation of this Agreement by the Agency.

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

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

**6.5** Unless exempt under 2 CFR §170.110(b), the Provider 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 Number11-116 and Section 448.095(5) F.S., Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the Agreement term. Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agency Agreement utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the Agreement term. The Provider is required to provide an affidavit stating it does not employ any unauthorized aliens and has no subcontractors that employ unauthorized aliens. The Provider shall require any subcontractors to provide an affidavit stating it does not employ any unauthorized aliens and has no subcontractors that employ unauthorized aliens. The Provider shall retain any affidavits from subcontractors through the term of this Agreement.

**6.7 ADA Accessibility of Web Content and Mobile Applications**

**6.7.1** If web content or mobile applications are developed, maintained, or provided as part of the services, programs, or activities funded under this Agreement, the Provider shall ensure that such content and applications comply with Title II of the Americans with Disabilities Act, as implemented by 28 CFR Part 35, including the U.S. Department of Justice's rule on accessibility of web content and mobile applications.

**6.7.2** All such web content and mobile applications shall conform to Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, as incorporated by reference in 28 CFR Part 35, by the applicable compliance deadline established under federal law.

**6.7.3** The Provider shall support the Agency's compliance with applicable accessibility requirements and shall not, through its performance under this Agreement, impede the Agency's ability to meet its obligations under the ADA.

**6.7.4** For any content or functionality subject to a permitted exception under 28 CFR Part 35, the Provider shall, upon request by a person with a disability, provide accessible alternatives or effective communication consistent with federal law.

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

**7.1** This Agreement 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 Agreement contains state financial assistance funds, the Provider shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with applicable laws, rules, and regulations, including, but not limited to, the Department of Financial Services Reference Guide for State Expenditures.

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

**7.3.1** The Provider shall perform all tasks contained in Attachment I.

**7.3.2** The Provider shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in Attachment I, which the Fiscal Director must receive and accept, in writing, prior to payment.

**7.3.3** The Provider shall comply with the criteria and final date by which such criteria must be met for completion of this Agreement as specified in Attachment I, Section III. Method of Payment.

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

**7.3.5** If itemized payment for travel expenses is permitted in this Agreement, the Provider 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 Agreement.

**7.4** If clients are to be transported under this Agreement, the Provider 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 Provider shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of Agreement funds for the purpose of lobbying the legislature, judicial branch or a state agency.

**7.7** The Agency may, at its option, terminate the Agreement if the Provider 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 or Other Entities that Boycott Israel List or if the Provider 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 Provider 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 Provider shall comply with all applicable Florida and federal laws, including but not limited to, Chapters 119, 286, and 617, Florida Statutes.

**7.12** The Provider shall comply with Section 501.171, F.S., regarding data security requirements for confidential personal information.

**7.13** The Provider shall comply with the requirements of section 787.06(14), Florida Statutes, as described in Attachment III.

## 8. Background Screening:

The Provider shall ensure that all employment background screening requirements of Section 430.0402 and Chapter 435, F.S., as they may be amended, are met for all employees, volunteers, and persons seeking employment who are "direct service providers" as that term is defined in Section 430.0402(1)(b) and who are not exempted from Level 2 background screening by Section 430.0402(2). The Provider and 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. Provider shall submit the Background Screening Attestation of Compliance-Employer (Screening Form) to the Agency within thirty (30) days of execution of this Agreement and annually, through the term of this Agreement pursuant to section 435.05(3) F.S. The Provider shall also maintain copies of the new screening forms for its direct service providers as required herein. The Provider hereby agrees to correct all background screening deficiencies identified by the Agency 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/

**8.2** The Provider shall submit for each employee having access to the Clearinghouse program or the background

screening information obtained from the program, an executed Attestation of Compliance – Background Screening Program User form to the Agency within sixty (60) days of execution of this Agreement for each background screening program user and annually thereafter, within forty-five (45) days of the Agreement anniversary date.

**8.3** A Provider's or any of its service providers' failure to discharge any employee, supervisor, manager, or direct service provider determined to be noncompliant with the requirements of sections 430.0402, 430.0402(3), F.S., and Chapter 435, F.S., shall result in the automatic denial, termination, or revocation of any license or certification, purchase order, contract, rate agreement, and the imposition of any other remedies authorized by law.

**8.4** Pursuant Section 435.12(4)(b), F.S., the Provider and qualified entities as defined in section 943.0542(1), F.S., shall include this Clearinghouse website link (http://info.flclearinghouse.com) in all job vacancy advertisements and job posts.

## 9. Grievance and Complaint Procedures:

### 9.1 Grievance Procedures:

The Provider shall comply with and ensure subcontractor compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, 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, must provide for notice of the grievance procedure and an opportunity for review of the Provider's or subcontractor's determination(s). When a client appeals a termination, suspension or reduction of services, the Provider must ensure that the grievance review team reviews the client file and considers the needs, risks, and safety specific to that client in their evaluation.

### 9.2 Complaint Procedures

The Provider 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, provide and direct service worker complaints, or any other advice related to complaints other than termination suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

A Provider must comply with the provisions of this section. Failure to materially and substantially comply with any of the provisions of this section may result in the Agency exercising any rights or remedies available under this Agreement or at law, including, without limitation, the implementation of any of the consequences outlined in Section III.G of Attachment I of this Agreement.

## 10. Public Records Compliance:

Acquisition, maintenance, control, disclosure, retention and disposal of public records shall comply with the requirements of Article I, Section 24, of the Florida Constitution, Florida Public Record's Law Sections 119.021, 119.07, and 119.071, F.S., the Florida Information Protection Act (FIPA), Section 501.171, F.S., Confidentiality of Information of Chapter 430, F.S., Sections 430.105, 430.207, 430.504, and 430.608, F.S., as applicable to the contractual service, Section 501.171, F.S., and the Federal Public Welfare Security and Privacy Act (HIPAA) (45 CFR §164), as applicable. Upon execution of this Agreement, the Provider shall comply with all applicable federal and Florida state laws governing the storage, maintenance, and access of public records. Additionally, Provider shall:

**10.1** Provider and its service providers shall adhere to all applicable federal and state laws, including, but not limited to (45 CFR §164), Sections 119.021, 119.07, 119.071, 430.105, 430.207, 430.504, 430.608, and 501.171, F.S., as it pertains to the protection of personal identifiable information (PII) in connection with the provision of services

under this contract.

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

**10.2.1** Keep and maintain public records required by the Agency to perform the contracted services.

**10.2.2** Upon request from the Agency's custodian of public records, provide the Agency a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Agency.

**10.2.3** 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 Agreement term and following completion of the Agreement if the Provider does not transfer the records to the Agency.

**10.2.4** Upon completion or termination of the Agreement, the Provider and its Subcontractors must transfer, at no cost to the Agency, all public records in possession of the Provider and its Subcontractors to the Agency. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

**10.3** The Agency may unilaterally cancel this Agreement, notwithstanding any other provisions of this Agreement, for refusal by the Provider to comply with Section 10 of this Agreement by not allowing public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with this Agreement, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**
**Public Records Coordinator**
**Area Agency on Aging of Palm Beach/Treasure Coast, Inc.**
**701 Northpoint Parkway, Suite 115**
**West Palm Beach, Florida 33407**
**561-684-5885 lhardy@aaapbtc.org**

**11. Audits, Inspections, Investigations:**

**11.1** The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Agency under this Agreement. Provider shall adequately safeguard all such assets and ensure they are used solely for the purposes authorized under this Agreement. Whenever appropriate, financial information should be related to performance and unit cost data.

**11.2** The Provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of the Agreement or longer when required by law. In the event an audit is required by this Agreement, 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 Agreement, at no additional cost to the Agency.

**11.3** Upon demand, at no additional cost to the Agency, the Provider shall facilitate the duplication and transfer of any records or documents during the required retention period.

**11.4** The Provider shall assure 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 Agency.

**11.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Agency, the Department of Elder Affairs and federal auditors, pursuant to 45 CFR Part 75, shall be allowed full access to and the right to examine any of the Provider's Contracts, Agreements, Amendments, and related records and documents pertinent to this specific Agreement, regardless of the form in which kept.

**11.6** The Provider shall provide a Financial and Compliance Audit to the Agency as specified in this Agreement and ensure that all related third-party transactions are disclosed to the auditor.

**11.7** Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes. Provider further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this Agreement 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 Agreement the Provider understands and will comply with this subsection.

**11.8** In accordance with Executive Order 20-44, an entity that, through contract or other agreement with the State, annually receives 50% or more of their prior fiscal year budget from the State or from a combination of State and Federal funds must submit an annual report, including the most recent IRS Form 990, for the prior fiscal year of the entity, detailing the total compensation for the entity's executive leadership teams within thirty (30) days of execution of this Agreement.

**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 Provider 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 percentage of compensation comes directly from the State or Federal allocations to the contracted entity.

**12. <u>Nondiscrimination-Civil Rights Compliance:</u>**

**12.1** The Provider 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 Agreement or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Provider further assures that all contractors, subcontractors, 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. The Assurances – Non-Construction Programs Attachment must be included in all Subcontractor Agreements.

**12.2** During the term of this Agreement, the Provider shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, attached to this Agreement.

**12.3** The Provider shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Agreement. 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 Agreement contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of any statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider understands that the Agency 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 Agreement and denial of further assistance.

**13. Monitoring by the Agency:**

The Provider shall permit persons duly authorized by the Agency to inspect and copy any records, papers, documents, facilities, goods, and services of the Provider which are relevant to this Agreement, and to interview any clients, employees, and subcontractor employees of the Provider to assure the Agency of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the Agency will provide a written report of its findings to the Provider, and where appropriate, the Provider shall develop a Corrective Action Plan (CAP). The Provider hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Program Compliance/Quality Assurance Monitor. The Provider's failure to correct or justify deficiencies within a reasonable time as specified by the Agency may result in the Agency exercising any rights or remedies available under this Agreement or at law. Failure to meet output measures as specified in the Service Provider Application or consecutive monitoring reports which reflect repeated calls for the same corrective action may also result in the Agency taking any of the actions identified in Section 51.

**14. Provision of Services:**

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

**15. Coordinated Monitoring with Other Agencies:**

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

**16. Other Contract(s) Reporting:**

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

**17. Indemnification:**

The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the Agency and its officers, agents and employees from and against any and all suits claims, damages, losses, and expenses including attorney's fees arising out of or resulting from any acts, actions, breaches, neglect, or omissions, including personal injury and/or damage to property, related to the execution of this Agreement, any subcontracts, or the performance of services provided for herein caused in whole or in part by the Provider or its subcontractors. It is understood and agreed that the Provider is not required to indemnify the Agency for claims, demands, actions or causes of action arising solely out of the negligence of the Agency.

**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 Agency and state agencies or subdivisions defined in Section 768.28(2), F.S.

**18. Insurance and Bonding:**

**18.1** The Provider shall provide continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s) of it. By execution of this Agreement, unless it is a state agency or subdivision as defined by Section 768.28(2), F.S., the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance coverage necessary to provide reasonable financial protections for the Provider and the clients to be served under this Agreement. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this Agreement. The Provider shall ensure that the Agency has the most current written verification of insurance

coverage throughout the term of this Agreement. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Agency reserves the right to require additional insurance as specified in this Agreement.

**18.2** Throughout the term of this agreement, the Provider shall maintain fidelity bond coverage or commercial crime insurance policy (including employee dishonesty coverage) covering the acts of officers, directors, employees and agents who have access to or handle funds under this agreement. Coverage shall be maintained in an amount sufficient to cover the maximum funds handled under this Agreement, shall name the Agency and the Department as an additional insureds/loss payees, and shall be issued by an insurer authorized to do business in the State of Florida.

**18.3** Where the Provider employs staff credentialed in professions outside their job description, the Provider must obtain liability insurance for the non-work-related profession or include wording in staff job descriptions which preclude them from performing activities of their profession which are not within the scope of their job description. (i.e. nursing liability for case manager). The Provider must ensure that waivers of liability are in place for all applicable situations. (i.e. volunteer companion who drives is covered for client but not client's friend.)

**19. Confidentiality of Information:**

The Provider shall not use or disclose any information concerning a recipient of services under this Agreement 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. Where applicable, the Contractor shall comply with the Sections 430.105, 430.207, 430.504, 430.608, F.S.

**20. Health Insurance Portability and Accountability Act (HIPAA) and Florida Information Protection Act (FIPA):**

Where applicable, the Provider 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).

If the Provider will receive client's protected health information as a result of this Agreement, then the Agency recognizes that the Agency is the "Covered Entity" and the Provider is a "Business Associate" of each other under the terms of the Health Insurance Portability Act (HIPAA) of 1996.

Where applicable, the Provider and its service providers shall comply with all applicable privacy and security requirements under Section 501.171, F.S., (cited as the "Florida Information Protection Act of 2014" or "FIPA"); Chapter 60GG-2, F.A.C., to safeguard clients' personal identifiable information (PII), concurrently with Federal Public Welfare Security and Privacy Act (45 CFR §164); and the applicable provisions of Chapter 430, F.S., to safeguard protected health information (PHI).

**21. Incident Reporting:**

**21.1** The Provider shall notify the Agency immediately but no later than twenty-four (24) hours from the Provider's awareness or discovery of conditions that may materially affect the Provider's or Subcontractors ability to perform the services required to be performed under this Agreement. Such notice shall be made orally to the Program Compliance/Quality Assurance Monitor (by telephone) with an email to immediately follow. The e-mail notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, timeframes for implementation, and any assistance needed to resolve the situation. Examples of reportable conditions may include, but are not limited to:

1) Proposed client terminations;
2) Service quality or service delivery problems;
3) Contract non-compliance;
4) Provider or subcontractor financial concerns and/or difficulties.

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

**22. Bankruptcy Notification:**

During the term of this Agreement, the Provider shall immediately notify the Agency if the Provider, its assignees, subcontractors or affiliates file a claim for bankruptcy. Within eight (8) days after notification, the Provider must also provide the following information to the Agency: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and (4) the name, address, and telephone number of the bankruptcy attorney.

**23. Sponsorship and Publicity:**

**23.1** As required by Section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Provider), the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and the State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization. If the Department of Elder Affairs or Area Agency on Aging of Palm Beach/Treasure Coast, Inc.'s logo is used, the Provider shall ensure that the current logo is used.

**23.2** The Provider shall not use the words "State of Florida, Department of Elder Affairs" or "Area Agency on Aging of Palm Beach/Treasure Coast, Inc." to indicate sponsorship of a program otherwise financed, unless specific written authorization has been obtained by the Provider prior to such use.

**23.3** The Provider's website must include an active link to the Agency's website.

**24. Assignments:**

**24.1** The Provider shall not assign the rights and responsibilities under this Agreement without the prior written approval of the Agency. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Agency will constitute a material breach of the Agreement. In the event the Agency approves assignment of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with this Agreement.

**24.2** The Agency is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Provider.

**24.3** This Agreement shall remain binding upon any successors in interest of the Provider or the Agency.

**25. Subcontracts:**

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

**25.2** The Provider shall promptly pay any subcontractors upon receipt of payment from the Agency or other state agency. Failure to make payments to any subcontractor in accordance with Section 287.0585, F.S., may result in a penalty, corrective action plan, or the Agency exercising any rights or remedies available under this Agreement.

The Provider must pay the vendor/subcontractor within seven (7) business days upon receipt of payment from the Agency provided the vendor/subcontractor submits a correct invoice.

**25.3** The Agency will monitor subcontractor agreements during the Provider's yearly monitoring.

**26. Independent Capacity of Provider:**

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

**27. Payment:**

Payments shall be made to the Provider for all completed and approved deliverables (units of service) as defined in Attachment I. The Agency's Chief Financial Officer will have final approval of the Provider's invoice submitted for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the agreement unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Agency's finance section for budgetary approval and processing.

**28. Return of Funds:**

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

**29. Cyber Security Standard; Data Security, Recovery, and Damages for Non-Performance:**

29.1 Data Security. The Provider and all Provider 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 Agreement. The Provider shall provide immediate notice to the Agency's Director of Agency Compliance: 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 Agency, the Provider shall not divulge to third parties any Confidential Information obtained by the Provider in the course of performing Agreement 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), the Agency, or the Provider 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 Provider will not be required to keep confidential any information that is publicly available through no fault of the Provider, material that the Provider 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 Provider's system, the Provider will conduct at the Provider's expense, an annual network penetration test or security audit of the Provider's system(s) on which State Data resides and will share the results with the Agency upon request to do so.

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 Agency 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 Provider 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 Agency's Data Compliance Analyst. 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 Agency must be promptly notified, and access will be promptly removed.

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

29.4 Ownership of State Data. The Department's State Data will be made available to the Department and/or the Agency upon its request, in the form and format reasonably requested by the Department and/or Agency. 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 Provider 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 DOEA's confidential and proprietary information and may jeopardize compliance with legal obligations. By signing this Agreement, Provider 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 or their successors; 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 DOEA or other state business.** This Agreement applies to any DOEA or other state business conducted on any of the Provider's or their employees' social media accounts or through personal cellular communication.

**30.4 Application to DOEA and Provider's Equipment.** This Agreement applies regardless of whether the social media is accessed using DOEA's IT facilities and equipment or equipment belonging to Provider, 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, HIPAA, FIPA, and Confidentiality provisions of Chapter 430, F.S.** Provider acknowledges that any DOEA 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), Florida Information Protection Act (FIPA), and Sections 430.105, 430.207, 430.504, 430.608, F.S. Compliance with these laws and other applicable laws are further detailed in the Agreement. Provider must maintain a record of all social media posts, and all information provided within the post, related to services pursuant to this Agreement in accordance with applicable records retention requirements.

**30.6 Prohibited or Restricted Postings.** Any social media posts which include photos, videos, or names of clients, volunteers, staff, or other affiliates of DOEA 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 provider's records.

**31. Conflict of Interest:**

The Provider shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Provider or subcontractor shall participate in the selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, might 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 Provider or subcontractors officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Provider's, potential contractors, or parties to subcontracts. The Provider's board members and management must disclose to the Agency 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 Agreement. The Provider's employees and subcontractors must make the same disclosures described above to the Provider'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 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:**

The Provider 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. The report must accompany each invoice submitted to the Agency whenever there is a CMBE to report. The Office of Supplier Development (850-487-0915) will assist in furnishing names of qualified minorities. The Florida Department of Elder Affairs, Minority Coordinator (850-414-2153) will assist with questions and answers. The CMBE Report is attached to this Agreement.

**34. Patents, Copyrights, Royalties:**

If this Agreement 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 service performed under this Agreement, or in any way connected with this Agreement, 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 Agreement, the Provider shall refer the discovery, invention or copyrightable material to the Agency to be referred to the Department of State. Any and all patent rights or copyrights accruing under this Agreement 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 Agreement.

**34.1** If the primary purpose of this Agreement 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 Agreement 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 Provider 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** In the event a situation results in a cessation of services by a subcontractor, the Provider shall retain responsibility for performance under this Agreement and must follow procedures to ensure continuity of operations without interruption. The determination as to whether the Provider is unable to perform its duties, thereby necessitating utilization of the contingency plan, shall be made at the sole discretion of the Agency.

**35.2** The Provider shall within thirty (30) calendar days of the execution of this Agreement submit to the Program Compliance/Quality Assurance Monitor verification of an emergency preparedness plan which includes a Continuity of Operations Plan. The plan must consider the possibility that, due to the nature and extent of the disaster or emergency, service and product suppliers (such as those providing homemaker and personal care services, transportation, food, water and ice) might be overwhelmed and unable to provide services and/or products and therefore should include redundant/backup plans to obtain needed services and/or products. These plans must include the names of designated emergency contact persons and be updated annually and submitted to the Agency by May 1 of each year. In the event of an emergency, the Provider shall notify the Agency of emergency provisions.

**35.3** In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the Department of Elder Affairs may exercise authority over the Agency and/or the Provider to implement preparedness activities to improve the safety of the elderly in the threatened area and to secure the Agency and Provider facilities to minimize the potential impact of the event. These actions will be within the existing roles and responsibilities of the Agency and the Provider. In the event the President of the United States or Governor of the State of Florida declares a disaster or state of emergency, the Department of Elder Affairs may exercise authority over the Agency and or the Provider to implement emergency relief measures and/or activities. In either of these cases only the Secretary, Deputy Secretary or his/her designee of the Department of Elder Affairs shall have such authority to order the implementation of such measures. All actions directed by the Department of Elder Affairs and the Agency under this section shall be for the purpose of ensuring the health, safety and welfare of the elderly in the potential or actual disaster area. Relief measures outlined in the Department of Elder Affairs guidelines for Providers include the following:

a. Pre and Post event call down of at-risk clients;
b. Evaluate the ability of the Provider to continue service delivery and report status to the Area Agency on Aging Emergency Coordinating Officer (ECO) or alternate;
c. Delivery of services to all elderly in need after the storm, if necessary and possible;
d. Dispatch designated Emergency Service Directors from the Provider to shelters within and outside the disaster area to help elderly evacuees;
e. Distribution of meals before or after the event, if possible; and
f. Assignment of staff to Local Emergency Operations Centers within the disaster area and field assistance offices set up by the state and federal emergency agencies per agreements with local County Emergency Management officials.

The above measures are required minimums in Provider disaster plans. Any other measures above and beyond should also be taken as necessary. The Agency is to assist as necessary with the Providers implementation of emergency measures.

**35.4** In order to receive reimbursement from the appropriate federal or state resources later, the Provider shall keep the following records at a minimum: staff time (including overtime), supplies, number of contacts made with seniors, type and unit of service provided, resource inventory used, intake forms for all seniors, any contracted services, personal expenses and phone logs.

**36. Equipment:**

Purchasing of equipment is prohibited under this Agreement

**37. Dispute Resolution:**

Any dispute concerning performance of the Agreement shall be decided by the Agency's President/CEO, who shall reduce the decision to writing and serve a copy to the Provider.

**38. Financial Consequences:**

If the Provider fails to meet the minimum level of service or performance identified in this Agreement, then the Agency may apply financial consequences as stated in Attachment I.

**39. No Waiver of Sovereign Immunity:**

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

**40. Venue:**

If any dispute arises out of this Agreement, the venue of such legal recourse shall be Palm Beach County, Florida.

**41. Entire Agreement:**

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

**42. 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.

**43. Severability Clause:**

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

**44. Condition Precedent to Agreement Appropriations:**

The Parties agree that the Agency's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**45. Addition/Deletion:**

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

**46. Waiver:**

The delay or failure by the Agency to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of the Agency'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.

**47. Compliance:**

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

**48. Final Invoice:**

The Provider shall submit the final invoice for payment to the Agency specified in Attachment X, Invoice Report Schedule. If the Provider fails to do so, all right to payment is forfeited and the Agency shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement shall be withheld until all required documentation and reports due from the Provider and necessary adjustments thereto have been approved by the Agency.

**49. Amendment or Modification:**

Amendment or modification of the provisions of this Agreement 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

**50. Suspension of Work:**

The Agency may in its sole discretion suspend any or all activities under the Agreement, at any time, when in the best interests of the Agency or the State to do so. The Agency shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Provider shall comply with the notice. Within ninety (90) days, or any longer period agreed to by the Provider, the Agency shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Agreement. Suspension of work shall not entitle the Provider to any additional compensation.

**51. Termination:**

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

**51.2 Termination for Cause.** The Agency may terminate this Agreement if the Provider fails to (1) deliver the product within the time specified in the Agreement or any extension, (2) maintain adequate progress, thus endangering performance of the Agreement, (3) honor any term of the Agreement, or (4) abide by any statutory, regulatory, or licensing requirement. The Provider shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Provider shall not be liable for any excess costs if the failure to perform the Agreement arises from events completely beyond the control, and without the fault or negligence, of the Provider. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Provider and the subcontractor, and without the fault or negligence of either, the Provider shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Provider to meet the required delivery schedule. If, after termination, it is determined that the Provider was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Agency. The rights and remedies of the Agency in this clause are in addition to any other rights and remedies provided by law or under the Agreement.

**51.3** In the event funds for payment pursuant to this Agreement become unavailable, the Agency may terminate this Agreement upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the President/CEO or the representative of the Provider responsible for administration of the Agreement. The Agency shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Agreement the Provider will be compensated for any work satisfactorily completed prior to the date of termination.

**52. Electronic Records and Signature:**

The Agency authorizes, but does not require, the Provider to create and retain electronic records and to use electronic

signatures to conduct transactions necessary to carry out the terms of this Agreement. A Provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, 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 Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this Agreement.

**52.1** The Agency's authorization pursuant to this section does not authorize electronic transactions between the Provider and the Agency. The Provider is authorized to conduct electronic transactions with the Agency only upon further written consent by the Agency.

**52.2** Upon request by the Agency, the Provider shall provide the Agency with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Agency 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.

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

| | | |
|---|---|---|
| **a.** | The Provider name, as shown on page 1 of this Agreement, and mailing address of the official payee to whom the payment shall be made is: | Provider Name<br>Provider Address<br>Provider City, State Zip |
| **b.** | The name of the contact person and street address where financial and administrative records are maintained is: | Provider Representative<br>Provider Name<br>Provider Address<br>Provider City, State Zip |
| **c.** | The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this Agreement is: | Provider Representative<br>Provider Name<br>Provider Address<br>Provider City, State Zip<br>Telephone Number |
| **d.** | The names, address, telephone numbers and email addresses of the Provider's designated in-house consultants on DOEA's Programs and Services Handbook, notices of instructions, and requirements of this Agreement. | Provider Representative<br>Provider Name<br>Provider Address<br>Provider City, State, Zip<br>Telephone Number<br>Email Address<br><br>Provider Representative<br>Provider Name<br>Provider Address<br>Provider City, State, Zip<br>Telephone Number<br>Email Address |
| **e.** | The section and location within the Agency where Requests for Payment and Receipt and Expenditure forms are to be mailed is: | Fiscal Department<br>701 Northpoint Parkway Suite 115<br>West Palm Beach, FL 33407 |
| **f.** | The name, address, and telephone number of the Program Manager for this contract is: | Program Compliance/Quality Assurance Monitor's Name,<br>Area Agency on Aging PB/TC<br>701 Northpoint Parkway, Suite 115<br>West Palm Beach, FL 33407<br>(561) 684-5885 |

After execution of this Agreement, the party making any change in representatives (names, addresses, telephone numbers) must notify the other party in writing of such change and such changes shall not require a formal amendment to the Agreement.

**54. Antitrust Assignment:**

The Provider, the Agency, and the State of Florida recognize that, in actual economic practice, overcharges resulting from violations of state or federal antitrust laws are typically borne, directly or indirectly, by the State of Florida. Accordingly, the Provider assigns to the Agency any and all claims for such overcharges arising from goods, materials, or services purchased by the Provider in connection with this Agreement. The Agency may assert, pursue, settle, or assign such claims, in whole or in part, to the State of Florida as required by the Agency's agreement with the Florida Department of Elder Affairs or applicable law.

**55. Notice:**

Unless otherwise expressly provided in this Agreement, all notices, requests, demands, or other communications ("Notice") required or permitted under this Agreement shall be in writing and shall be delivered to the Provider or the Agency's Program Manager at the addresses or email addresses listed above (or to such other address or email as a party may designate by written Notice to the other party). Notice shall be deemed given and received as follows:

(a) Personal Delivery. On the date of delivery when delivered personally.

(b) Overnight Delivery. If delivered by a recognized overnight courier service (such as FedEx, UPS, or DHL), on the date of delivery;

(c) Certified or Registered Mail. If sent by certified or registered mail, return receipt requested, postage prepaid, on the date of delivery; or

(d) Email. On the date sent, if sent by email during the recipient's normal business hours, provided that (i) no automated message indicating delivery failure is received, and (ii) the sender retains a copy of the sent email. If sent outside normal business hours, Notice is deemed received on the next business day.

**56. All Terms and Conditions Included:**

This Agreement and its Attachments, I – XIV 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 Agreement shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

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

**IN WITNESS, THEREOF,** the Parties hereto have caused this sixty-nine (69) page Agreement to be executed by their undersigned officials as duly authorized.

| **PROVIDER:** | **AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.** |
|---|---|
| SIGNED BY: _____ | SIGNED BY: _____ |
| NAME: _____ | NAME: _____ |
| TITLE: _____ | TITLE: _____ |
| DATE: _____ | DATE: _____ |

Federal Tax ID:

# INDEX OF ATTACHMENTS

**ATTACHMENT I**
**STATEMENT OF WORK**

## I. *SERVICES TO BE PROVIDED*

### A. Definitions of Terms

#### 1. Acronyms

Activities of Daily Living (ADLs)

Area Agency on Aging (AAA)

Access Priority Consumer List (APCL) Adult

Protective Services (APS)

Adult Protective Services Referral Tracking Tool (ARTT) Code of

Federal Regulations (CFR)

Corrective Action Plan (CAP)

Community Care for the Disabled Adult (CCDA) Community Care

for the Elderly (CCE)

Department of Children and Families (DCF)

Enterprise Client Information and Registration Tracking System (eCIRTS)

Florida Administrative Code (F.A.C.)

Florida Department of Elder Affairs (DOEA or Department)

Florida Statutes (F.S.)

Home Care for Disabled Adults (HCDA) Instrumental

Activities of Daily Living (IADLs)

Planning and Service Area (PSA)

Summary of Programs and Services (SOPS)

#### 2. Program Specific Terms

**Administrative Funding:** Contract dollars that are allocated to support the Provider's expenses incurred in the management and operation of the CCE Program, as stipulated in this Agreement.

**Adult Protective Services Referral Tracking Tool (ARTT):** A system designed to track DCF APS referrals to AAAs and CCE Lead Agencies for victims of second party abuse, neglect, and exploitation who need home and community-based services as identified by APS staff.

**Aging Out:** The condition of reaching sixty (60) years of age and being transitioned from DCF's CCDA or HCDA services to DOEA's community-based services.

**Area Plan:** A plan developed by the Agency outlining a comprehensive and coordinated service delivery system in its PSA in accordance with Section 306 of the Older Americans Act (42 U.S.C. § 3026) and Department instructions. The Area Plan includes performance measures and unit rates per service offered per county.

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

**Department of Elder Affairs Programs and Services Handbook (DOEA Handbook):** An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients of DOEA-funded programs, and providers of such program-funded services.

**Functional Assessment:** A comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement.

**Lead Agency:** An agency designated by the AAA at least every six (6) years through competitive procurement which provides case management to all CCE clients and ensures service integration and coordination of service providers within the community care service system.

**Program Highlights:** Success stories, quotes, testimonials, or human-interest vignettes that are used to demonstrate how programs and services help elders, families, and caregivers.

**Vulnerable Adult in Need of Services:** A vulnerable adult who has been determined by a protective investigator to be suffering from the ill effects of neglect not caused by a second party perpetrator and is in need of protective services or other services to prevent further harm.

## B. General Description

### 1. General Statement

The primary purpose of the CCE Program is to prevent, decrease, or delay premature or inappropriate and expensive placement of elders in nursing homes and other institutions.

### 2. Community Care for the Elderly Mission Statement

The CCE Program assists functionally impaired elderly persons in living dignified and reasonably independent lives in their own homes or in the homes of relatives or caregivers through the development, expansion, reorganization, and coordination of various community-based services. The program provides a continuum of care so that functionally impaired elderly persons age sixty (60) and older may be assured the least restrictive environment suitable to their needs.

### 3. Authority

The relevant authority governing the CCE Program includes:

**a.** Rule 58C-1, Florida Administrative Code;

**b.** Sections 430.201 through 430.207, F.S.; and

**c.** The Catalog of State Financial Assistance (CSFA) Number 65.010.

### 4. Scope of Service

The Provider is responsible for the programmatic, fiscal and operational management of CCE Program. The program services shall be provided in a manner consistent with the Provider's current Service Provider Application, as updated, and the current Department of Elder Affairs Programs and Services Handbook, which are incorporated by reference. The Provider agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Provider agrees to accept all such amendments and revisions via notification from the Agency.

### 5. Major Program Goals

The major goals of the CCE Program are to preserve the independence of elders and prevent or delay costlier institutional care through a community care service system that provides case management and other in-home and community services as needed under the direction of a lead agency, and to provide a continuum of service alternatives that meets the diverse needs of functionally-impaired elders.

### 6. Key Principles for Contract Administration

The major program goals above are to be achieved keeping in mind the following Key Principles for Contract Administration:

**General**

1. Contract Administration is consumer centered.
2. The Area Agency on Aging and its partners faithfully carry out their obligation as contained in executed contract

agreements.

3. The Area Agency on Aging and its partners seek opportunities to remedy administrative shortcomings and improve procedures.

**Service Delivery**

1. The Area Agency on Aging manages and maintains the Assessed Priority Consumer List.
2. Service delivery conforms to the requirements of state laws, executed contracts, notices of instruction and the DOEA Programs and Services Handbook.
3. Consumers are served in order of their priority scores determined by DOEA;s 701S and 701B assessments.
4. Older Americans Act consumers are served in accordance with targeting criteria as described in the Handbook.
5. Program reporting is submitted timely and accurate as required by contract and the Handbook.

**Fiscal**

1. Contract funds are expended in programs for which they were authorized and appropriated by state law.
2. Program budgets adjust to meet the needs of consumers with the highest priority scores.
3. Care plans are carefully monitored to maximize contract funds.
4. Consumer program enrollments are restricted within the limits of program funding.
5. The Area Agency on Aging and its partners establish and maintain controls that ensure transparent accountability for contract funds and budgets at all times.
6. Fiscal reporting is submitted timely and accurately as scheduled.

## C. Clients to be Served

### 1. General Description

The CCE Program provides a continuum of services for functionally-impaired elders age sixty (60) and older.

### 2. Client Eligibility

To receive services under this Agreement, an applicant must:

**a.** Be at least sixty (60) years of age and be functionally impaired pursuant to Section 430.203(7), F.S., as determined through the functional assessment and at least an annual reassessment; or

**b.** Be aging out as defined in Section I.A.2. of this Agreement.

**c.** Clients cannot be dually enrolled in the CCE Program and a Medicaid-capitated long-term care program.

### 3. Targeted Groups

Priority for services provided under this Agreement shall be given to those eligible persons assessed to be at risk of placement in an institution or who are abused, neglected, or exploited.

### 4. Client Determination

The Department shall have final authority for the determination of client eligibility.

# II. *MANNER OF SERVICE PROVISION*

## A. Service Tasks

To achieve the goals of the CCE Program, the Provider shall perform, or ensure that its subcontractors perform, the following tasks:

### 1. Client Eligibility Determination

The Provider 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. Assessment and Prioritization of Service Delivery for New Clients**

The Provider shall ensure the following criteria are used to prioritize new clients for service delivery in the sequence below. It is not the intent of the Agency to remove existing clients from services to serve new clients being assessed and prioritized for service delivery. Additionally, intake assessments and prioritization of service delivery for new clients shall be accomplished in accordance with the Area Agency on Aging of Palm Beach/Treasure Coast Consumer Program Activation Protocols which are incorporated in this Agreement by reference.

a. DCF APS High Risk individuals: The Provider shall ensure that pursuant to Section 430.205(5)(a), F.S., those elderly persons who are determined by DCF APS to be vulnerable adults in need of services, pursuant to Section 415.104(3)(b), or to be victims of abuse, neglect, or exploitation who need immediate services to prevent further harm, and are referred by APS, shall be given primary consideration for receiving CCE services. As used in this subsection, "primary consideration" means that an assessment and services must commence within seventy-two (72) hours after referral to the Provider or as established in accordance with local protocols developed between Agency, Provider and APS. The Provider shall follow guidelines for DCF APS High Risk referrals established in the APS Operations Manual, which is incorporated by reference.

b. For DCF APS Low, Intermediate, and High-Risk Referrals for individuals enrolled in a Medicaid long-term care program at the time of referral to the Provider, the Provider shall:

(i) Ensure that the intake entity contacts and notifies the DCF APS protective investigator that the referral was not accepted because the referred individual is enrolled in a Medicaid long-term care program; and

(ii) Ensure that the intake entity notes that the referred individual is enrolled in a Medicaid long-term care program in the ARTT as the reason for rejection.

**c.** Imminent Risk individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.

**d.** Aging Out individuals: Individuals receiving CCDA and HCDA services through the Department of Children and Families' Adult Services transitioning to community-based services provided through the Department when DCF's services are not currently available.

**e.** Service priority for individuals not included in a., c., and d. above, regardless of referral source, will be determined through the Department's functional assessment administered to each applicant, to the extent funding is available. The Provider shall ensure that priority is given to applicants at the higher levels of frailty and risk of nursing home placement. For individuals assessed at the same priority and risk of nursing home placement, priority will be given to applicants with the lesser ability to pay for services.

**3. Referrals for Medicaid Waiver Services**

**a.** The Provider must, through the performance of the client assessment, identify potential Medicaid eligible CCE clients and refer these individuals for application for Medicaid Waiver services.

**b.** The Provider must require individuals who have been identified as being potentially Medicaid Waiver eligible to apply for Medicaid Waiver services to receive CCE services. These individuals may only receive CCE services while the Medicaid Waiver eligibility determination is pending. If the client is found ineligible for Medicaid Waiver services for any reason other than failure to provide required documentation, then the individual may continue to receive CCE services.

**c.** The Provider must advise individuals who have been identified as being potentially Medicaid Waiver eligible of the responsibility to apply for Medicaid Waiver services as a condition of receiving CCE services while the eligibility determination is being processed.

**4. Program Services**

The Provider shall ensure the provision of program services is consistent with the Provider's current Service Provider Application, as updated and approved by the Agency, and the current DOEA Handbook.

**B. Use of Subcontractors**

Use of a subcontractor for Case Management or Case Aid services is prohibited. If this Agreement involves the use of a subcontractor or third party, then the Provider 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 Provider shall notify the Program Compliance/Quality Assurance Monitor and the Agency's Chief Financial Officer in writing of such delay.

The Provider shall not permit a subcontractor to perform services related to this Agreement without having a binding subcontractor agreement executed before the subcontractor performs such services. The Agency will not be responsible or liable for any obligations or claims resulting from such action.

**1. Copies of Subcontracts**

The Provider shall submit a copy of all subcontracts to the Program Compliance/Quality Assurance Monitor within thirty (30) days of the subcontract being executed.

**2. Monitoring the Performance of Subcontractors**

The Provider shall monitor, at least once per year, each of its subcontractors, subrecipients, vendors, and/or consultants paid from funds provided under this Agreement. The Provider shall perform fiscal, administrative and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance and compliance with applicable state and federal laws and regulations. The Provider shall monitor to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods, and all other performance goals stated in this Agreement are achieved.

**3. Copies of Subcontractor Monitoring Reports**

The Provider shall forward a copy of all subcontractor Monitoring Reports to the Agency's Contract Manager during the Annual Quality Assurance Review. The Provider shall also provide copies of such reports at any other time upon the Agency's written request.

**C. Staffing Requirements**

**1. Staffing Levels**

The Provider shall dedicate its own staff as necessary to meet the obligations of this Agreement and ensure that subcontractors dedicate adequate staff accordingly.

**2. Professional Qualifications**

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

**3. Service Times**

The Provider shall ensure the availability of services listed in this Agreement at times appropriate to meet client service needs, 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 source documentation required to evidence the completion of the tasks specified in this Agreement.

**1. Delivery of Service to Eligible Clients**

The Provider shall ensure the provision of a continuum of services that meets the diverse, individual, and assessed needs of each functionally-impaired elder. The Provider shall ensure that performance and reporting of the following services are in accordance with the Provider's current Agency-approved Service Provider Application, the current DOEA Programs and Services Handbook, which is incorporated by reference, and Section II.A.1-3 of this

Agreement. 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 services include the following categories:

**a. Core Services for Programmatic Operation**

The Provider shall ensure that core services include a variety of home-delivered services, day care services, and other basic services that are most needed to prevent unnecessary institutionalization. Core services, to be provided at the unit rate identified in the Provider's Service Provider Application, as updated, include the following:

(1) Adult Day Care;

(2) Assurance (Telephone and In-Person);

(3) Case Aide;

(4) Case Management

(5) Chore Services;

(6) Chore (Enhanced) Services;

(7) Companionship;

(8) Escort;

(9) Financial Risk Reduction;

(10) Home Delivered Meals;

(11) Homemaker;

(12) Housing Improvement;

(13) Legal Assistance;

(14) Pest Control Services;

(15) Respite Services:

(16) Shopping Assistance; and

(17) Transportation.

**b. Health Maintenance Services**

The Provider shall ensure that health maintenance services are made available as necessary to help maintain the health of functionally-impaired elders. These services are limited to medical therapeutic services and non-medical prevention services. Typical services to be provided at the unit rate identified in the Provider's Service Provider Application, as updated, include the following:

**(1)** Adult Day Health Care;

**(2)** Emergency Alert Response;

**(3)** Gerontological Counseling;

**(4)** Health Support;

**(5)** Home Health Aide;

**(6)** Medication Management;

**(7)** Mental Health Counseling/Screening;

**(8)** Nutrition Counseling;

**(9)** Nutrition Education;

**(10)** Occupational Therapy;

**(11)** Personal Care;

**(12)** Physical Therapy;

**(13)** Skilled Nursing Services;

**(14)** Specialized Medical Equipment, Services, and Supplies; and

**(15)** Speech Therapy.

**c. Other Support Services**

The Provider shall ensure that support services expand the continuum of care options to assist functionally-impaired elders and their caregivers. Support services to be provided at the unit rate identified in the Provider's Service Provider Application, as updated, include the following:

**(1)** Caregiver Training/Support;
**(2)** Caregiver Support Groups;
**(3)** Congregate Meals;
**(4)** Congregate Meals Screening;
**(5)** Education/Training Services;
**(6)** Emergency Alert Response Services;
**(7)** Information;
**(8)** Intake;
**(9)** Interpreting/Translating;
**(10)** Material Aid;
**(11)** Outreach;
**(12)** Pest Control Services;
**(13)** Recreation;
**(14)** Referral/Assistance; and
**(15)** Other services, as approved by the Agency.

Services that are underlined in Section II.D.1. a, b, and c must be part of the Provider's Service Provider Application and included in the rate pages.

**2. Consumer Choice**

The Agency is committed to providing redundancy of services in preparation for disaster/emergency situations. For this reason, the Provider must have vendor agreements with no less than two vendors for each service it provides (except for Legal Assistance, Adult Day Care, Case Aid and Case Management services). If the Provider is unable to meet this requirement, the Provider must document the reason why as well as stipulate plans for complying with this requirement. **Any services where there are less than two vendors must be identified and documented to the Program Compliance/Quality Assurance Monitor within thirty (30) days of the execution of this Agreement.**

**3. Services and Units of Services**

The Provider shall ensure that the provision of services described in the Agreement is in accordance with the current DOEA Programs and Services Handbook and the service tasks described in Section II.A. Attachment XIII lists the services that can be performed, the approved rates, the method of payment, and the service unit type. Units of service will be paid pursuant to the rate established in the Provider's Service Provider Application as updated and approved by the Agency.

**E. Reports**

The Provider shall respond to the Agency's or Department's request for routine and/or special requests for information and reports required by the Agency in a timely manner as determined by the Program Compliance/Quality Assurance Monitor. The Provider shall establish reporting due dates for any subcontractors that permit the Provider to review and validate the data, and meet the Agency's reporting requirements.

**1. Service Provider Application Update and All Revisions Thereto**

The Provider is required to submit an annual Service Provider Application update based on Agency instructions for updating programs and unit costs. The Provider may also be required to submit revisions to the Service Provider Application as instructed by the Agency.

**2. eCIRTS Reports**

Provider shall ensure timely input of program-specific data into eCIRTS. To ensure eCIRTS data accuracy, the Provider shall use eCIRTS-generated reports which include the following:

**a.** Client Reports;

**b.** Monitoring Reports;

**c.** Services Reports;

**d.** Miscellaneous Reports;

**e.** Fiscal Reports;

**f.** Aging and Disability Resource Center Reports; and

**g.** Outcome Measurement Reports.

To ensure eCIRTS data integrity, the following timeframes are required for entering data into eCIRTS:

- eCIRTS Enrollment Screen reflects ACTV – Within 10 working days
- eCIRTS Enrollment Screen reflects appropriate termination code no later than 30 days after services ceased
- Assessments – Within 30 days of Assessment Date
- Care Plans – Within 30 days of Care Plan Date
- Received Services – For those services allowing monthly aggregate reporting with zero unit entry required annually, the Provider must upon enrollment or first actual date of service, but no later than 30 days after ACTV enrollment date, complete the zero unit entry.

Failure to ensure the collection and maintenance of the eCIRTS data may result in the Agency exercising any rights or remedies available under this Agreement, including, but not limited to, assessment of financial consequences, delaying or withholding payment until the problem is corrected, or termination of the Agreement.

At a minimum, the Provider must run quarterly eCIRTS cleanup reports, complete necessary eCIRTS data cleanup, and submit the Program Income data as directed by the Agency or Department. The Provider must also submit a confirmation to the Agency once these efforts are completed.

**3. Service Cost Reports and Unit Cost Methodologies**

The Provider shall annually submit to the Agency Service Cost Reports, which reflect actual costs of providing each service by program. This Annual Service Cost Report provides information for planning and negotiating unit rates. The Provider shall also annually submit to the Agency its Unit Cost Methodology, which reflects the actual costs of providing each service by program.

**4. Surplus/Deficit Reports**

The Provider shall submit a consolidated surplus/deficit report in a format provided by the Agency to the Agency's Program Compliance/Quality Assurance Monitor by the 15th of each month. The report must include the following:

a) The Provider's detailed plan on how the surplus or deficit spending exceeding the threshold specified by the Department will be resolved;
b) Recommendations to transfer funds to resolve surplus/deficit spending;
c) Input from the Provider's Board of Directors on resolution of spending issues, if applicable.

At a minimum the detailed plan regarding a surplus must explain the number of clients the Provider intends to add to the program, the current required monthly expenditures for the program, the current number of active clients in the program, the calculation of the average cost per client and the timeframe for adding the clients.

The detailed plan for addressing a deficit must specify the estimated dollar amount of attrition/month/client and/or other known causes for decreases in the projected monthly cost/client.

The Provider shall promptly respond to surplus/deficit inquiries and must provide ad-hoc reports as requested by the Agency.

**5. Co-Pay Collections Report**

The Provider shall submit a consolidated annual co-payment collections report to the Agency Fiscal Manager by August 5th, of each year, using Attachment XIV.

**6. Program Highlights**

The Provider shall submit Program Highlights referencing specific events that occurred in SFY/FFY 2027-2028 by August 15th, 2028. The Provider shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Provider shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight. The Provider shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Agency. These Program Highlights shall be prepared in accordance with Paragraph 18 of the Agreement and may not contain any information concerning a recipient of services under this Agreement except with the recipient's written consent.

**F. Records and Documentation**

**1.** The Provider shall maintain documentation to support payment requests that shall be available to the Agency or authorized individuals or entities, such as the Department or Department of Financial Services, upon request.

**2. eCIRTS Address Validation**

The Provider shall work with the Agency to ensure 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 these can be mapped. The Provider will receive a list of unmatched addresses that cannot be mapped and the Provider will be responsible for working with the Agency to correct addresses. The Agency will send a list to the Department with confirmed addresses. The Department will use this information to update maps, client rosters, and unmatched addresses to disseminate to the Agency to be forwarded to Lead Agencies.

**3. eCIRTS Data and Maintenance**

The Provider shall ensure, on a monthly basis, collection and maintenance of client and service information in eCIRTS or any such system designated by the Agency. Maintenance includes accurate and current data, and valid exports and backups of all data and systems according to Agency standards.

**4. Data Integrity and Back up Procedures**

Each Provider and subcontractor shall anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of provider functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. A copy of the backed up data shall be stored in a secure, offsite location.

**5. Policies and Procedures for Records and Documentation**

The Provider 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 Agency upon request.

## G. Performance Specifications

### 1. Outcomes and Outputs (Performance Measures)

The Provider must:

**a.** Ensure the prioritization of clients and provision of services to clients in accordance with Section II.A.1-3. of this Agreement;

**b.** Ensure the provision of the services described in this Agreement are in accordance with the current DOEA Programs and Services Handbook and Section II.D of this Agreement;

**c.** Timely and accurately submit to the Agency all required documentation and reports described in Section II.E.; and

**d.** Timely (in accordance with Attachment X) and accurately submit Attachments XI and XII, and supporting documentation, to the Agency.

### 2. Annual Programmatic Monitoring Report

The Provider's performance of the measures in Section II.G.1., above, will be reviewed and documented in the Agency's Annual Programmatic Monitoring Report.

### 2. Monitoring and Evaluation Methodology

The Agency will review and evaluate the performance of the Provider under the terms of this Agreement. Monitoring shall be conducted through direct contact with the Provider through telephone, in writing, and/or on-site visit(s). The primary, secondary, or signatory of the contract must be available for any on-site programmatic monitoring visit. The Agency's determination of acceptable performance shall be conclusive. The Provider agrees to cooperate with the Agency in monitoring the progress of completion of the service tasks and deliverables. The Agency 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 Agency.

## H. Provider Responsibilities

### 1. Provider Accountability

All service tasks and deliverables pursuant to this Agreement are solely and exclusively the responsibility of the Provider and tasks and deliverables for which, by execution of this Agreement, the Provider agrees to be held accountable.

The Provider must identify a minimum of two point persons who will serve as the Provider's in-house consultants on the DOEA Programs and Services Handbook, Notices of Instruction, and all provisions of this Agreement. These persons must be responsible for providing in-house training and technical assistance and must be accessible by the Agency's Fiscal and Consumer Care and Planning staff in a timely manner. Their names and contact information should be listed in Section 53.d of the Standard Agreement.

**2. Coordination with Other Providers and/or Entities**

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

## I. Agency Responsibilities

**1. Agency Obligations**

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

**2. Agency Determinations**

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

## J. Service Location and Equipment

**1. Service Delivery Location**
Services will be provided as needed in locations determined by Provider that best meets client's immediate needs. For Adult Day Care, Adult Day Health Care, and Respite (Facility-Based) services, the Provider must notify the Program Compliance/Quality Assurance Monitor in writing a month prior to the anticipated closure of a site. The notification must include the Provider's plans for continuation of services for the clients where the site is closing.

**2. Changes in Location**
The Provider shall notify the Agency in writing a minimum of one week prior to making changes in location that will affect the Agency's ability to contact the Provider by telephone or facsimile.

**3. Equipment**
Provider shall be responsible for supplying, at its own expense, all equipment necessary for its performance under the Agreement, including but not limited to computers, telephones, copiers, fax machines, maintenance and office supplies

## III. *METHOD OF PAYMENT*

### A. General Statement of Method of Payment

This is a fixed rate for services Agreement. The Agency agrees to pay for contracted services according to the terms and conditions of this Agreement in an amount not to exceed the Total Agreement Amount in Section 4 of the Standard Agreement.

The Provider agrees to distribute funds as detailed in the Budget Summary, Attachment IX to this Agreement. Any changes in the total amounts of the funds identified on the Budget Summary form require an Agreement amendment. Any adjustment to the approved annual supporting budget schedule must be identified on the monthly invoice of the month the adjustment occurred. A revised supporting budget schedule is not required unless the changes impact the Budget Summary, Attachment IX to this Agreement.

**1. Advance Payments**

a. The Provider may request a (1) month advance at the start of the agreement period to cover program administrative and service costs. Advance payments may only be requested by not-for-profit entities. The payment of an advance will be contingent upon the sufficiency and amount of funds released to

the Department by the State of Florida (budget release). The Provider's requests for advance payments require the written approval of the Agency Fiscal Manager. For the advance request, the Provider shall provide to the Agency's Fiscal Manager documentation justifying the need for an advance and describing how the funds will be distributed for the first month. The Agency will issue an approved advance payment after July 1st of the contract year only if: (i) sufficient budget is available; (ii) the Agency's Fiscal Manager, in his or her sole discretion, has determined there is justified need for an advance; and (iii) the Agency's Chief Financial Officer approves the advance.

b. All advance payments made to the Provider shall be returned to the Agency as follows: at least one-tenth of the Advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number three, in accordance with the Invoice Report Schedule, ATTACHMENT X to this Agreement.

c. The Provider may temporarily place advance funds in a FDIC insured interest bearing account. All interest earned on Agreement fund advances must be returned to the Agency within thirty (30) days of the end of each quarter of the Agreement period.

**B. Method of Invoice Payment**

a. Invoice Submittal and Requests for Payment
The Provider shall submit requests for payment to the Agency on Agency-approved forms. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on Agency forms. The due date for the request for reimbursement and report(s) shall be not later than the 10th day of the month subsequent to the month being reported.

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

c. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in ATTACHMENT IX, Budget Summary. Any changes in the amounts of federal or general revenue funds identified in ATTACHMENT IX, Budget Summary require an Agreement amendment.

**C. Payment Withholding**

Any payment due by the Agency under the terms of this Agreement may be withheld pending the receipt and approval by the Agency of all financial and programmatic reports due from the Provider and, any adjustments thereto, including any disallowances.

**D. Date for Final Request for Payment**

The final request for payment is due to the Agency not later than August 5th, 2028.

**E. eCIRTS Data Entries for Providers**

The Provider will enter all required data for clients and services in the eCIRTS database per the current DOEA Program and Services Handbook and the DOEA eCIRTS User Manual – Aging Provider Network users (located in Documents on the eCIRTS Enterprise Application Services). Data must be entered into eCIRTS before the Provider submits their request for payment and expenditure reports to the Agency. eCIRTS data for services received must be entered into eCIRTS by the 10th day of the month subsequent to the month in which the services were delivered. Services entered after this date will not be reimbursed. When a client's services are terminated, the Provider must ensure that all invoices are received from subcontractors and/or vendors no later than 30 days after services stopped. Once entered into eCIRTS, received services cannot be changed from one DOEA funding source to another DOEA funding source.

**F. Subcontractors' Monthly eCIRTS Reports**

1. The Provider shall run monthly eCIRTS reports and to verify that client and service data in eCIRTS is accurate. This report must be submitted to the Agency with the monthly Request for Payment and Receipt and Expenditure Report and must be reviewed by the Agency before the request for payment and expenditure reports can be approved by the Agency.

2. The eCIRTS report to be submitted to the Agency is "Service Reported by Program and Service Report". This report is to be run MTD, which will reflect the service period and YTD run from beginning of the Agreement period through the last day of the service period.

**G. Consequences for Deficiencies in Performance and Non-Compliance**

This Agreement contains numerous performance requirements that on the whole indicate the Provider's relative degree of success in achieving quality contract administration and service delivery. It is the obligation of the Agency to assist the Provider in attaining its highest level of quality performance. Thus, it is the expectation of the Agency that when deficiencies in the performance are observed, the Agency will communicate such observations to the Provider and that the Provider in turn will act to remedy the deficiency within the required time frame. Key performance issues include, but are not restricted to, timely report submission in accordance with Attachment X to this Agreement; accurate eCIRTS data entry; timely response to APS high risk referrals; adherence to DOEA nutrition program standards; performance specifications outlined in Section II.G of Attachment I, accurate completion of program-required forms; collection of co-payments as required; accurate maintenance of client case files; and submission of corrective action plans as may be required following monitoring examinations or the Provider's required annual audit.

The Agency may, in its sole discretion, utilize the below progressive sanction process in response to repeated or uncorrected performance deficiencies during the Agreement period. The use of this process is permissive and shall not limit or waive any other rights or remedies available to the Agency under this Agreement or at law or in equity.

First Sanction: A written corrective action instruction is issued to the Provider's chief executive officer. The corrective action must be timely completed and acceptable to the Agency. Failure to comply may result in the Provider's payments being held until compliance is achieved. Once achieved, payments would be released.

Second Sanction: If any previously reported program deficiencies continue and program performance is considered unsatisfactory. Funds withheld will be permanently retained for distribution to other providers in the network. Once the Provider becomes fully compliant, then payments can restart but the Provider will not recover any of the permanently retained payments.

Third Sanction: The Agreement is terminated as described in Section 51.

Nothing in this section shall be construed to require the Agency to apply progressive sanctions prior to exercising any other contractual remedy, including immediate suspension, withholding of payment, or termination, particularly in cases involving material breach, egregious misconduct, fraud, threats to health or safety, misuse of funds, or other circumstances warranting immediate action.

**H. Financial Consequences**

The Provider shall ensure the provisions of services in accordance with the Service Provider Applications as updated and within the Agreement amount. The Provider shall ensure expenditure of 100% of the Agreement amount budgeted for services to clients at the unit rates established in this Agreement. In the event the Provider has a surplus of 10% or more at the end of the Agreement term the Agency may reallocate the budget for the next year of the Agreement term to other providers found to be serving clients to the fullest extent of their allocation budgets. If, or to the extent, there is any conflict, between this paragraph and paragraph 38, this paragraph shall have

precedence.

Provider acknowledges that the Agency's contract with the Department authorizes the Department to assess monetary penalties against the Agency for nonperformance, untimely submissions, failure to correct deficiencies, or other contractual noncompliance. Such penalties may include reductions in the Agency's current year administration costs in the following amounts: Fifty Dollars ($50) per business day for 1 to 30 business days late; Seventy-Five Dollars ($75) per business day for 31 to 60 business days late; One Hundred Dollars ($100) per business day for 61 to 90 business days late; and Two Hundred Dollars ($200) per business day for each business day thereafter until the deficiency is corrected.

In the event the Agency receives a written notice of consequences attributed in whole or in part to the Provider's act, omission, delay, failure, or other breach of this Agreement or applicable law, the Agency shall provide written notice to the Provider. To the extent any such penalty or other monetary assessment is imposed upon the Agency by the Department, the Provider may be financially responsible to the Agency for the full amount of such penalty attributable to Provider's conduct.

The Agency may recover such amounts by invoice, demand for payment, offset against amounts otherwise due to Provider under this Agreement, or any other remedy available at law or in equity. Provider's obligation under this provision shall survive termination of this Agreement.

Nothing herein shall be construed to make Provider responsible for penalties arising solely from the Agency's independent acts or omissions.

## IV. *SPECIAL PROVISIONS*

### A. Final Budget and Funding Revision Requests

Final requests for budget revisions or adjustments to Agreement funds based on expenditures for provided services must be submitted to the Agency's Fiscal Director in writing no later than June 30th of each year; email requests are considered acceptable.

### B. Provider's Financial Obligations

#### 1. Matching, Level of Effort, and Earmarking Requirement

The Provider must provide a match of at least ten (10) percent of the cost for all CCE services. The match must be made in the form of cash and/or in-kind resources. At the end of the Agreement period, all CCE funds expended must be properly matched. State funds shall not be used to match another state-funded program.

#### 2. Cost Sharing and Co-Payments

Pursuant to Section 430.204(8), F.S., and Rule 58C-1.007, F.A.C., the dollar amount for co-payments associated with CCE must be calculated by applying the current federal poverty guidelines published by the U.S. Department of Health and Human Services.

- **a.** No co-payments will be assessed on a client whose income is at, or below, the federal poverty level (FPL) as established each year by the U.S. Department of Health and Human Services.
- **b.** No client may have their services terminated for inability to pay their assessed co-payment. The Provider must establish procedures to remedy financial hardships associated with co-payments and ensure there is no interruption in service(s) for inability to pay. If a client's co-payment is reduced or waived entirely, a written explanation for the change must be placed in the client file.
- **c.** Co-payments include only the amounts assessed to consumers by providers or the amounts consumers opt to contribute in lieu of an assessed co-payment. The consumer's contribution must be equal to or

greater than the assessed co-payment. Co-payments collected in the CCE Program can be used as part of the local match, as detailed above in Section IV.B.1.

**3. Use of Service Dollars/Pre-Enrollment List Management**

The Provider is expected to spend all funds provided by the Agency for the purpose specified in this Agreement. For each program managed by the Provider, the Provider must manage the service dollars in such a manner so as to avoid having a pre-enrollment list and a surplus of funds at the end of the Agreement period. If the Agency determines that the Provider is not spending service funds accordingly, the Agency may transfer funds to other providers during the Agreement period and/or adjust subsequent funding allocations accordingly, as allowable under federal and state law. The Agency reserves the right to redirect funding throughout the area in order to serve consumers that are at greatest risk of institutional placement, irrespective of CCSA boundaries. The providers are therefore urged to outreach consumers in greatest need in the CCSA's.

**C. Remedies for Nonconforming Services**

**1.** The Provider shall ensure that all goods and/or services provided under this Agreement 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 Provider fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Agreement. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this Agreement. The Provider's signature on the Request for Payment Form certifies maintenance of supporting documentation and acknowledgement that the Provider shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Agency requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

**D. Investigation of Criminal Allegations:**

Any report that implies criminal intent on the part of the Provider or any subcontractors and that is referred to a governmental or investigatory agency must be sent to the Agency. If the Provider has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Provider shall notify the CEO at the Agency immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Provider or subcontractors, must be sent to the Agency CEO as well as to the Department's Inspector General with a summary of the investigation and allegations.

**E. Volunteers:**

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

**F. Enforcement:**

1. The Provider shall comply with all the terms and conditions set forth in this Agreement, the RFP pursuant to which this Agreement was awarded (unless superseded by new provisions in Agreement, the Service Provider Application, the ADRC Access Point Agreement, Area Agency on Aging of Palm Beach/Treasure Coast Consumer Program Activation Protocols, and the current Department of Elder Affairs Programs and Services Handbook). The Provider is also responsible for responding to any fiscal or programmatic monitoring items/issues within the timeframe specified by the Agency. Monitoring items/issues may include corrective actions, reportable conditions or quality improvement recommendations provided by the Agency. The Provider is also responsible for providing timely response to any inquiry related to program expenditures including, but not limited to, addressing program surplus or deficit and corresponding program spend-out

plans.

The Agency may take intermediate measures against the Provider, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more programs, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for deficiencies or nonperformance, or other appropriate actions if the Agency finds that:

**a.** An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of services covered pursuant to this Agreement.

**b.** The Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.

**c.** The Provider has committed multiple or repeated violations of legal and regulatory requirements, regardless of whether such laws or regulations are enforced by the Agency or Department, or the Provider has committed multiple or repeated violations of Agency or Department standards.

**d.** The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency.

**e.** The Provider has failed to adhere to the terms of this Agreement.

**f.** The Provider has failed to properly determine client eligibility as defined by the Agency or efficiently manage program budgets.

**g.** The Provider has failed to implement and maintain a Agency-approved client grievance resolution procedure.

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

**G. Rate Increase Thresholds**

**1.** For Proposed Rate Increases that are up to 5% of the Agency's approved rates with DOEA:

**a.** The Provider shall follow the Agency's existing rate review and approval process which at a minimum includes:

**i.** A detailed written justification from the 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 Agency to review, identifying the service or commodity component(s) that are increasing Provider service costs.

**ii.** A current rate and a requested rate unit cost methodology. (Attachment VI)

**2.** For Proposed Rate Increases Exceeding 5% of the Agency's approved rates with DOEA:

**a.** For proposed rate increases of 5.01% or greater of the Agency's approved rates with DOEA, the requirements detailed in i. and ii. above shall apply PLUS sections i., below.

**i.** Proposed Rate Increases of 5.01% or greater of the Agency's approved rates with DOEA must provide the following additional information:

**(1)** The 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 of the Agency's approved rates with DOEA have been explored and rejected.

**(2)** DOEA Contract Managers may request additional information from the Service Provider via the Agency.

**3.** No additional services may be added or rates increased before October 1, 2027.

4. Service Providers cannot add new services unless approved in advance by the Agency and the Department.

Note: All rate increase thresholds mentioned in the above language is cumulative from the Agency rate at the time of contract execution.

**H. Access Control**

**1.** The Provider shall ensure an appropriate level of data security for the information the Provider is collecting or using in the performance of this Agreement. An appropriate level of security includes approving and tracking all Provider 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 to the Agency for eCIRTS access along with the roles they will need. To safeguard collected data, the Provider will be responsible for requesting user access to be removed by the Agency from all users that no longer have a necessity to access eCIRTS due to updated job duties, voluntarily separates, or involuntarily separates from the Provider as soon as possible, no later than 5 calendar days after separation. As an added protection, the Provider will receive quarterly reports from the Agency to review users with access to eCIRTS and will report back to the Agency any users that have been missed and need to have their access removed. The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Provider shall ensure all subcontractors maintain written procedures for computer system backup and recovery. The Provider shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements prior to the execution of this Agreement.

**ATTACHMENT II**
**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Department to the Provider may be subject to audits and/or monitoring by the Department of Elder Affairs, 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 Agreement, the Provider 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 Provider is appropriate, the Provider agrees to comply with any additional instructions provided by the Department to the Provider regarding such audit. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**
**PART I: FEDERALLY FUNDED**

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

In the event that the Provider expends $1,000,000.00 or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the Agency by this Agreement. In determining the federal awards expended in its fiscal year, the Provider shall consider all sources of Federal awards, including federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Provider expends less than $1,000,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Provider expends less than $1,000,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Agency shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit report with reference to the Department of Elder Affairs agreement involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with the Agency in effect during the audit period. For local government 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 Provider'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 Provider'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 Agreement as outlined throughout this document and pursuant to law.

**PART II: STATE FUNDED**

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

In the event that the Provider expends a total amount of state financial assistance equal to or in excess of $750,000.00 in any fiscal year of such provider, the Provider 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through the Agency by this Agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Agency, 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 Provider 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 Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Provider expends less than $750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Provider expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 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 Provider resources obtained from other than State entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department shall be fully disclosed in the audit report with reference to the Department agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department in effect during the audit period. For local government 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 Provider'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 Provider'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 Agreement 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 Provider directly to each of the following:

The Area Agency on Aging of Palm Beach/Treasure Coast, Inc. at the following address:

Area Agency on Aging of Palm Beach/Treasure Coast, Inc.
Attention: Chief Financial Officer or designee
701 Northpoint Parkway, Suite 115
West Palm Beach, Florida 33407

Pursuant to 2 CFR §200.512, the reporting package and the data collection form must be submitted electronically to the Federal Audit Clearinghouse.

**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 provider shall submit a copy of any management letter issued by the auditor, to the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. at the following address:

Area Agency on Aging of Palm Beach/Treasure Coast, Inc.
Attention: Chief Financial Officer
701 Northpoint Parkway, Suite 115
West Palm Beach, Florida 33407

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

The Auditor General's Office at the following address:

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

**PART IV: RECORD RETENTION**

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

**ATTACHMENT II**
**EXHIBIT 1**

## PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Providers 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. Providers 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, providers 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, FAC, Provider has been determined to be:

____ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.
__X__ 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 Provider 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 2 CFR §200.330[federal awards].

## PART II: FISCAL COMPLIANCE REQUIREMENTS

**FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS.** Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a 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).
**For funding passed through U.S. Health and Human Services, 45 CFR Part 75.

**STATE FINANCIAL ASSISTANCE.** Providers 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 and 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.

**ATTACHMENT II**
**EXHIBIT 2 FUNDING SUMMARY**

**Note:** Title 2 CFR, 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 PROVIDER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

| **GRANT AWARD (FAIN#):** | | **FEDERAL AWARD DATE:** | |
|---|---|---|---|
| **DUNS NUMBER:** | | | |
| **PROGRAM TITLE** | **FUNDING SOURCE** | **CFDA** | **AMOUNT** |
| | | | |
| | | | |
| | | | |
| **TOTAL FEDERAL AWARD** | | | |

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

**FEDERAL FUNDS:**
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**2. STATE RESOURCES AWARDED TO THE PROVIDER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS**

| **PROGRAM TITLE** | **FUNDING SOURCE** | **CFDA** | **AMOUNT** |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| **TOTAL STATE AWARD** | | | |

**STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.**

| **PROGRAM TITLE** | **FUNDING SOURCE** | **CSFA** | **AMOUNT** |
|---|---|---|---|
| **Community Care for the Elderly** | **General Revenue** | **65.010** | **$xxx,xxx.xx** |
| | | | |
| | | | |
| | | | |
| **TOTAL AWARD** | | | |

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT 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.

**ATTACHMENT III**
**CERTIFICATIONS AND ASSURANCES**

Agency will not award this contract unless Provider completes this CERTIFICATIONS AND ASSURANCES. In performance of this contract, Provider provides the following certifications and assurances:

- **A.** **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- **B.** **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- **C.** **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- **D.** **Certification Regarding Public Entity Crimes, 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**
- **K.** **Form PUR 2024**

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

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

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

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

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

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

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

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

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I – financially assisted program or activity, and to all contracts Provider makes to carry out the WIA Title I – financially assisted program or activity.
   Provider understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

   The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, 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.**

Provider hereby certifies that neither it, nor any person or affiliate of Provider, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.
Provider understands and agrees that it is required to inform DOEA immediately upon any change of circumstances regarding this status.

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

As a condition of the Contract, Provider assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, 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., Provider hereby certifies that it has not been placed on the Scrutinized Companies or other Entities 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., Provider 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.

Provider understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Agency terminating this contract and the submission of a false certification may subject Provider to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

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

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

1. The Provider and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Provider, Subcontractors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Provider will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Provider and any Subcontractors 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, Provider certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Provider 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 Provider shall require that the language of this certification be included in all sub-agreements, sub-grants, and other

agreements/contracts and that all Subcontractors 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 Provider agrees to make available to Department staff and/or any party designated by the Department any and all contract related records and documentation. The Provider shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the 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, Provider agrees to indemnify and hold harmless the Agency and Department for any costs incurred by the Agency or the Department and any attorneys' fees assessed or awarded against the Agency or Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
   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.

## K. FORM PUR 2024

When executing, renewing, or extending this Agreement, the Provider must complete and return to the Agency the applicable portions of Form PUR 2024 attached in the link below.

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

Part A: Use of Coercion for Labor and Services. Whenever executing, renewing, or extending this Agreement, the Provider must complete and return Part A, attesting that it does not use coercion for labor or services as defined in section 787.06, F.S.

Part B: Provision of Commodities Produced by Forced Labor. If applicable, a member of the Provider's senior management must complete and return Part B.

By signing below, the Provider agrees to include all relevant certification and assurance provisions (A–K) in any related subcontract agreements, as applicable. The Provider certifies that the representations set forth in Sections A through K above are true and correct; and the Provider attests that, if applicable, records related to the payment of dues or membership contributions by the Agency will be made available for inspection, as stated above.

By signing below, the Provider agrees to include all relevant certification and assurance provisions (A–K) in any related subcontract agreements, as applicable. The Provider certifies that the representations set forth in Sections A through K above are true and correct; and the Provider attests that, if applicable, records related to the payment of dues or membership contributions by the Agency will be made available for inspection, as stated above.

By signing below, Provider certifies that the representations set forth in parts A through K above are true and correct.

| | |
|---|---|
| | |
| Signature and Title of Authorized Representative | Street Address |
| | |
| Provider Date | City, State, Zip code |

## 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),

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.**

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and §§ 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 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 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction 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, as amended (42 U.S.C. § 300F et seq.); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (16 U.S.C. §§ 1531-1544).

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** | **TITLE** |
|---|---|
| **APPLICANT ORGANIZATION** | **DATE SUBMITTED** |

# ATTACHMENT V
# FLORIDA DEPARMENT 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 the Agency? **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** ☐

**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 NO* |
| Program Office | *Notice of Corrective Action Sent ____/_ /_ _ |
| Date | Telephone Response Due /_ /_ |
| On-Site Desk Review | Response Received_____/_ _/_ _ |

**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 DOEA Recipients and their Sub-grantees. 45 CFR § 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. 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, 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 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 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, brailed 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**

**SIMPLIFIED UNIT COST METHODOLOGY RATE INCREASE REQUEST FORM**

FLORIDA DEPARTMENT OF ELDER AFFAIRS
SIMPLIFIED UNIT COST METHODOLOGY
RATE INCREASE REQUEST
BUDGET YEAR:
RECIPIENT NAME:

PRIOR YEAR RATE:

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

# ATTACHMENT VII

## DEPARTMENT OF ELDER AFFAIRS
## BACKGROUND SCREENING

## ATTESTATION OF COMPLIANCE - EMPLOYER

**ALL EMPLOYERS are required to submit an annual attestation of compliance with the provisions of chapter 430 and 435, Florida Statutes.**

Section 435.05(3), Florida Statutes, requires each employer licensed or registered with the Department of Elder Affairs (DOEA) to conduct Level 2 background screening and to submit to the agency annually or at the time of license renewal, under penalty of perjury, a signed attestation attesting to compliance with the provisions of that chapter.

The Level 2 background screenings are required for all programs administered by the Department, including but not limited to, Area Agencies on Aging / Aging and Disability Resource Centers, Public and Professional Guardians, Long-Term Care, Lead Agencies, and Service Providers that contract directly or indirectly with the DOEA, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider.

A direct service provider is defined as

> "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, and 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), Florida Statutes.

The following is an example attestation that complies with this requirement

**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)

declare that I have read the following and that the facts stated in it are true and I 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 the Level 2 background screening.

_____ _____
Signature of Employer Representative Date

**ATTACHMENT VII-A**
**DEPARTMENT OF ELDER AFFAIRS**

**ALL USERS are required to annually submit this form attesting to compliance with the provisions of the Background Screening Provider User Registration Agreement and chapter 435, Florida Statutes to doeanetwork@elderaffairs.org.**

## ATTESTATION OF COMPLIANCE – BACKGROUND SCREENING PROGRAM USER

Each person with access to the Care Provider Background Screening Clearinghouse must abide by the following:

- I will not disclose or lend my USER ID AND/OR PASSWORD to anyone. They are for my use only and will serve as my "electronic signature." This means that I may be held responsible for the consequences of unauthorized or illegal transactions.
- I will not browse or use this information for unauthorized or illegal purposes.
- I will not make any disclosure of this data that is not specifically authorized.
- I will not intentionally cause corruption or disruption of these files.

If I become aware of any violation of these security requirements or suspect that someone may have used my User ID or Password, I will immediately report that information to the Department of Elder Affairs (DOEA) Background Screening Coordinator at (850) 414-2093.

I understand that as a user of the Background Screening Program, I assert that I am authorized to submit electronic requests, retrieve screening results, and maintain employment status on behalf of the provider listed below.

By accessing this system, I agree to follow the Agency for Health Care Administration's policies regarding acceptable use and protection of confidential information. By submitting electronic requests, I am affirming that the information contained in the request is true and the results received will be used only for determining employment eligibility in accordance with the applicable Florida Statutes.

In accordance with section 435.11(1)(b), Florida Statutes, it is a misdemeanor of the first degree to use records information for purposes other than screening for employment or release records information to other persons for purposes other than screening for employment.

DOEA Form 238, Attestation of Compliance – Background Screening Program User, Effective July 1, 2024. Form available at https://elderaffairs.org/about-us/background-screening/background-screening-clearinghouse-training-accessingthe-clearinghouse/

## ATTESTATION

As an employee of: _____
(Name of Employer)

Located at: _____
Street address City State Zip Code

Under penalty of perjury, I, _____
(Name of Employee who has Signed the Provider User Registration Agreement)

hereby swear or affirm that I understand and that I am in compliance with the provisions of Background Screening Provider User Registration Agreement and chapter 435, Florida Statutes.

_____ _____
Signature of Employee Date

DOEA Form 238, Attestation of Compliance – Background Screening Program User, Effective July 1, 2024. Form available at https://elderaffairs.org/about-us/background-screening/background-screening-clearinghouse-training-accessingthe-clearinghouse/

**ATTACHMENT VIII**

**CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES (CMBE FORM)**

*CMBE FORM MUST ACCOMPANY INVOICES SUBMITTED TO AGENCY*

**PROVIDER NAME:** _____

**DOEA CONTRACT NUMBER:** _____

***REPORTING PERIOD-FROM:** _____ **TO:** _____

***(DATE RANGE OF RENDERED SERVICES, MUST MATCH INVOICE SUBMITTED TO AGENCY)**

**DOEA CONTRACT MANAGER:** _____

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

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

| SUBCONTRACTOR NAME | SUB CONTRACTOR' S FEID | CMBE | EXPENDITURES |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**DOEA USE ONLY -- REPORTING ENTITY (DIVISION, OFFICE, ETC)**

SEND COMPLETED FORMS VIA INTEROFFICE MAIL TO:
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.

https://osd.dms.myflorida.com/directories

*II. 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**

**COMMUNITY CARE FOR THE ELDERLY PROGRAM**
**BUDGET SUMMARY**
**(For the Period July 1, 2027-June 30, 2028**

| | |
|---|---|
| **CCE Client Services and Case Management** | **$xxxxxxxx** |

**ATTACHMENT X**

**INVOICE REPORT SCHEDULE**

**COMMUNITY CARE FOR THE ELDERLY**

| Invoice # | Based On | Service Period | Due Date | eCIRTS Available until next Invoice Due Date |
|---|---|---|---|---|
| 1 | July Advance Invoice* | n/a | June 29 | n/a |
| 2 | July Invoice | 7/1-7/31 | August 10 | August 15 |
| | July Encumbrance Analysis Report | 7/1-7/31 | August 15 | |
| 3 | August Invoice | 8/1-8/31 | September 10 | September 15 |
| | August Encumbrance Analysis Report | 8/1-8/31 | September 15 | |
| 4 | September Invoice | 9/1-9/30<br>7/1-9/30 | October 10 | October 15 |
| | September Encumbrance Analysis Report | 9/1-9/30 | October 15 | |
| 5 | October Invoice | 10/1-10/31 | November 10 | November 15 |
| | October Encumbrance Analysis Report | 10/1-10/31 | November 15 | |
| 6 | November Invoice | 11/1-11/30 | December 10 | December 15 |
| | November Encumbrance Analysis Report | 11/1-11/30 | December 15 | |
| 7 | December Invoice | 12/1-12/31<br>10/1-12/31 | January 10 | January 15 |
| | December Encumbrance Analysis Report | 12/1-12/31 | January 15 | |
| 8 | January Invoice | 1/1-1/31 | February 10 | February 15 |
| | January Encumbrance Analysis Report | 1/1-1/31 | February 15 | |
| 9 | February Invoice | 2/1-2/28 | March 10 | March 15 |
| | February Encumbrance Analysis Report | 2/1-2/28 | March 15 | |
| | Service Cost Report | 7/1-12/31 | March 10 | |
| 10 | March Invoice | 3/1-3/31<br>1/3-3/31 | April 10 | April 15 |
| | March Encumbrance Analysis Report | 3/1-3/31 | April 15 | |
| 11 | April Invoice | 4/1-4/30 | May 10 | May 15 |
| | April Encumbrance Analysis Report | 4/1-4/30 | May 15 | |
| 12 | May Invoice | 5/1-5/31 | June 10 | June 15 |
| | May Encumbrance Analysis Report | 5/1-5/31 | June 15 | |
| 13 | June Invoice | 6/1-6/30<br>4/1-6/30 | July 10 | July 15 |
| | June Encumbrance Analysis Report | 6/1-6/30 | July 15 | |
| 14 | Final Invoice, Closeout Report and Annual Co-Pay Collection Report | 7/1-6/30 | August 5 | Closed August 5 |

Note #1: All advance payments made to the Provider shall be returned to the Agency as follows: one-tenth of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with Report 5.

Note #2: Submission of Invoices may or may not generate a payment request. If the Final Invoice reflects funds due back to the agency, payment is to accompany the invoice.

# ATTACHMENT XI

**Contract:** **Invoice Number:**
**Provider:** **Month**
**Prepared by:**
**Date:**

| Program Code | Service Code | Service Description | Monthly Units | Rates | Current Month Amount | YTD Requested | Contract Amount | Contract Balance |
|---|---|---|---|---|---|---|---|---|
| CCE | XXX | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| CCE | XXX | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| CCE | XXX | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| CCE | XXX | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **Total** | | | | | - | - | - | - |

| Other Fiscal Information | | Current Month Amount | YTD Amount | Goal Amount | Goal Balance |
|---|---|---|---|---|---|
| CCE | Program Income | 0.00 | 0.00 | 0.00 | 0.00 |
| CCE | Program Income Expense | 0.00 | 0.00 | 0.00 | 0.00 |
| CCE | Cash Match | 0.00 | 0.00 | 0.00 | 0.00 |
| CCE | In-kind Match | 0.00 | 0.00 | 0.00 | 0.00 |
| CCE | Co-pay Assessed | 0.00 | 0.00 | 0.00 | 0.00 |
| CCE | Co-pay Collected | | | | |

I certify to the best of my knowledge and belief that the report is correct and data accuracy for billing submitted supports the request for the purposes set forth in the contract.

Signature Date

ATTACHMENT XII

## Cost Reimbursement Summary

**Contract #** _____

**Report (invoice) Number:**

| Budget Category | Description | Number of units | Service Date | Amount |
|---|---|---|---|---|
| Administration | | | | |
| | **TOTAL ADMINISTRATION** | | | |
| Expenses | | | | |
| | **TOTAL EXPENSES** | | | $0.00 |

**ATTACHMENT XIII**

**SERVICE RATE REPORT**

**ATTACHMENT XIV**

**ANNUAL CO-PAY COLLECTION REPORT**
**COMMUNITY CARE FOR THE ELDERLY**

**PSA:** 9
**Provider Name:**

**Contract #:**
**Reporting Period:**

| | Total |
|---|---|
| 1. Number of persons assessed co-payments. | |
| 2. Number of persons terminated for non-payment of assessed co-payments. | |
| 3. Number of persons waived from termination for non-payment of co-payments. | |
| 4. Number of persons waived from assessment of co-payments, | |
| 5. Number of persons exempt from paying co-payments. | |
| 6. Total amount of co-payments assessed. | |
| 7. Total amount of co-payments, contributions or full payments collected | |
| 8. Total amount of co-payments expended: | |

I certify that the above report is a true reflection of the period's activities.

Name:
Title:

Signature:

**Attestation Statement**

Agreement Number IC027-XXXX

Amendment Number N/A

I,_____, attest that no changes or revisions have
*(Provider Representative)*
been made to the content of the above referenced agreement between the Area Agency on Aging and PROVIDER. The only exception to this statement would be for changes in page formatting, due to the differences in electronic data processing media, which has no effect on the agreement content.

_____ _____
Signature of Provider Representative Date

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

**HOME CARE FOR THE ELDERLY**

**THIS AGREEMENT** is entered into between Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (Agency) and (Provider), collectively referred to as the "Parties." The term Provider for this purpose may designate a Vendor, Subgrantee or Subrecipient.

**WITNESSETH THAT**:

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

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

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

**1. Purpose of Agreement:**

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

**2. Incorporation of Documents within the Agreement:**

The Agreement will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals and/or desk books, as an integral part of the Agreement, except to the extent that the Agreement 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 Agreement document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Agreement document and identified attachments.

**3. Term of Agreement:**

This Agreement shall begin at twelve (12:00) A.M., Eastern Standard Time **July 1, 2027** or on the date the Agreement 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 **June 30, 2028**.

**4 Agreement Amount:**

The Agency agrees to pay for contracted services according to the terms and conditions of this Agreement in an amount not to exceed the Total Agreement Amount outlined below or the rate schedule, with expenditures to be based upon an approved annual budget, subject to adjustment in accordance with Attachment IX and subject to the availability of funds. Any costs or services paid for under any other contract or agreement or from any other source are not eligible for payment under this Agreement.

These funds are allocated for the period July 1, 2027 – June 30, 2028.

| **Funding Allocation** | | | | |
|---|---|---|---|---|
| **Program Title** | **Year** | **Funding Sources** | **CSFA** | **Amount** |
| Home Care for the Elderly (HCE) | 2027 | General Revenue | 65.001 | $xxx,xxx.00 |
| **TOTAL AGREEMENT AMOUNT:** | | | | $xxx,xxx.00 |

**5. Renewals:**

By mutual agreement of the Parties, the Agency may renew the Agreement for a period not to exceed three years from the last competitive solicitation for this program, 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 Agreement and contingent upon satisfactory performance evaluations by the Agency and the availability of funds.

In the event that a subsequent agreement may not be executed prior to July 1st start date, the Agency may, at its discretion, extend this Agreement upon written notice for up to 90 days to ensure continuity of service. Service provided under this extension will be paid for out of the succeeding agreement amount.

**6. Compliance with Federal Law:**

**6.1** If this Agreement contains federal funds this section shall apply.

**6.1.1** The Provider 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 Agreement contains federal funds and is over $100,000.00, the Provider shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) §7401, et seq.), 42 U.S.C. 7606, Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. §1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations, 2 CFR Part 1500. The Provider shall report any violations of the above to the Agency.

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

**6.1.4** In accordance with Appendix II to 2 CFR Part 200, the Provider shall comply with Department of Labor regulations 41 CFR Part 60 and Department of Health and Human Services regulations 45 CFR Part 92, if applicable.

**6.1.5** A contract or Agreement award with an amount expected to equal or exceed $25,000.00 and certain other contract or Agreement 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 Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Provider shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this Agreement. The Provider shall complete and sign the Certifications and Assurances Attachment prior to the execution of this Agreement.

**6.2** The Provider shall not employ an unauthorized alien. The Agency 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 et seq). Such violation will be cause for unilateral cancellation of this Agreement by the Agency.

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

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

**6.5** Unless exempt under 2 CFR §170.110(b), the Provider 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 Number11-116 and Section 448.095 (5) F.S., Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the Agreement term. Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agency Agreement utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the Agreement term. The Provider is required to provide an affidavit stating it does not employ any unauthorized aliens and has no subcontractors that employ unauthorized aliens. The Provider shall require any subcontractors to provide an affidavit stating it does not employ any unauthorized aliens and has no subcontractors that employ unauthorized aliens. The Provider shall retain any affidavits from subcontractors through the term of this Agreement.

**6.7 ADA Accessibility of Web Content and Mobile Applications:**

**6.7.1** If web content or mobile applications are developed, maintained, or provided as part of the services, programs, or activities funded under this Agreement, the Provider shall ensure that such content and applications comply with Title II of the Americans with Disabilities Act, as implemented by 28 CFR Part 35, including the U.S. Department of Justice's rule on accessibility of web content and mobile applications.

**6.7.2** All such web content and mobile applications shall conform to Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, as incorporated by reference in 28 CFR Part 35, by the applicable compliance deadline established under federal law.

**6.7.3** The Provider shall support the Agency's compliance with applicable accessibility requirements and shall not, through its performance under this Agreement, impede the Agency's ability to meet its obligations under the ADA.

**6.7.4** For any content or functionality subject to a permitted exception under 28 CFR Part 35, the Provider shall, upon request by a person with a disability, provide accessible alternatives or effective communication consistent with federal law.

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

**7.1** This Agreement 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 Agreement contains state financial assistance funds, the Provider shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with applicable laws, rules, and regulations, including, but not limited to, the Department of Financial Services Reference Guide for State Expenditures.

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

**7.3.1** The Provider shall perform all tasks contained in Attachment I.

**7.3.2** The Provider shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in Attachment I, which the Fiscal Director must receive and accept, in writing, prior to payment.

**7.3.3** The Provider shall comply with the criteria and final date by which such criteria must be met for completion of this Agreement as specified in Attachment I, Section III. Method of Payment.

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

**7.3.5** If itemized payment for travel expenses is permitted in this Agreement, the Provider 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 Agreement.

**7.4** If clients are to be transported under this Agreement, the Provider 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 Provider shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of Agreement funds for the purpose of lobbying the legislature, judicial branch or a state agency.

**7.7** The Agency may, at its option, terminate the Agreement if the Provider 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 or Other Entities that Boycott Israel List or if the Provider 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 Provider 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 Provider shall comply with all applicable Florida and federal laws, including but not limited to, Chapters 119, 286, and 617, Florida Statutes.

**7.12** The Provider shall comply with Section 501.171, F.S., regarding data security requirements for confidential personal information.

**7.13** The Provider shall comply with the requirements of section 787.06(14), Florida Statutes, as described in Attachment III.

## 8. Background Screening:

The Provider shall ensure that all background screening requirements of Section 430.0402 and Chapter 435, F.S., as they may be amended, are met for all employees, volunteers, and persons seeking employment who are "direct service providers" as that term is defined in Section 430.0402(1)(b) and who are not exempted from Level 2 background screening by Section 430.0402(2). The Provider and 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. Provider shall submit the Background Screening Attestation of Compliance-Employer (Screening Form) to the Agency within thirty (30) days of execution of this Agreement and annually, through the term of this Agreement pursuant to section 435.05(3) F.S. The Provider shall also maintain copies of the new screening forms for its direct service providers as required herein. The Provider hereby agrees to correct all background screening deficiencies identified by the Agency 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/

**8.2** The Provider shall submit for each employee having access to the Clearinghouse program or the background

screening information obtained from the program, an executed Attestation of Compliance – Background Screening Program User form to the Agency within sixty (60) days of execution of this Agreement for each background screening program user and annually thereafter, within forty-five (45) days of the Agreement anniversary date.

**8.3** A Provider's or any of its service providers' failure to discharge any employee, supervisor, manager, or direct service provider determined to be noncompliant with the requirements of sections 430.0402, 430.0402(3), F.S., and Chapter 435, F.S., shall result in the automatic denial, termination, or revocation of any license or certification, purchase order, contract, rate agreement, and the imposition of any other remedies authorized by law.

**8.4** Pursuant Section 435.12(4)(b), F.S., the Provider and qualified entities as defined in section 943.0542(1), F.S., shall include this Clearinghouse website link (http://info.flclearinghouse.com) in all job vacancy advertisements and job posts.

## 9. Grievance and Complaint Procedures:

### 9.1 Grievance Procedures:

The Provider shall comply with and ensure subcontractor compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, 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, must provide for notice of the grievance procedure and an opportunity for review of the Provider's or subcontractor's determination(s). When a client appeals a termination, suspension or reduction of services, the Provider must ensure that the grievance review team reviews the client file and considers the needs, risks, and safety specific to that client in their evaluation.

### 9.2 Complaint Procedures

The Provider 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, provide and direct service worker complaints, or any other advice related to complaints other than termination suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

A Provider must comply with the provisions of this section. Failure to materially and substantially comply with any of the provisions of this section may result in the Agency exercising any rights or remedies available under this Agreement or at law, including, without limitation, the implementation of any of the consequences outlined in Section III.G of Attachment I of this Agreement.

## 10. Public Records Compliance:

Acquisition, maintenance, control, disclosure, retention and disposal of public records shall comply with the requirements of Article I, Section 24, of the Florida Constitution, Florida Public Record's Law Sections 119.021, 119.07, and 119.071, F.S., the Florida Information Protection Act (FIPA), Section 501.171, F.S., Confidentiality of Information of Chapter 430, F.S., Sections 430.105, 430.207, 430.504, and 430.608, F.S., as applicable to the contractual service, Section 501.171, F.S., and the Federal Public Welfare Security and Privacy Act (HIPAA) (45 CFR §164), as applicable. Upon execution of this Agreement, the Provider shall comply with all applicable federal and Florida state laws governing the storage, maintenance, and access of public records. Additionally, Provider shall:

**10.1** Provider and its service providers shall adhere to all applicable federal and state laws, including, but not limited to (45 CFR §164), Sections 119.021, 119.07, 119.071, 430.105, 430.207, 430.504, 430.608, and 501.171, F.S., as it pertains to the protection of personal identifiable information (PII) in connection with the provision of services under this contract.

**10.2** By execution of this Agreement, Provider agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

**10.2.1** Keep and maintain public records required by the Agency to perform the contracted services.

**10.2.2** Upon request from the Agency's custodian of public records, provide the Agency a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Agency.

**10.2.3** 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 Agreement term and following completion of the Agreement if the Provider does not transfer the records to the Agency.

**10.2.4** Upon completion or termination of the Agreement, the Provider and its Subcontractors must transfer, at no cost to the Agency, all public records in possession of the Provider and its Subcontractors to the Agency. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

**10.3** The Agency may unilaterally cancel this Agreement, notwithstanding any other provisions of this Agreement, for refusal by the Provider to comply with Section 10 of this Agreement by not allowing public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with this Agreement, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**
**Public Records Coordinator**
**Area Agency on Aging of Palm Beach/Treasure Coast, Inc.**
**701 Northpoint Parkway, Suite 115**
**West Palm Beach, Florida 33407**
**561-684-5885 lhardy@aaapbtc.org**

**11. Audits, Inspections, Investigations:**

**11.1** The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Agency under this Agreement. Provider shall adequately safeguard all such assets and ensure they are used solely for the purposes authorized under this Agreement. Whenever appropriate, financial information should be related to performance and unit cost data.

**11.2** The Provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of the Agreement or longer when required by law. In the event an audit is required by this Agreement, 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 Agreement, at no additional cost to the Agency.

**11.3** Upon demand, at no additional cost to the Agency, the Provider shall facilitate the duplication and transfer of any records or documents during the required retention period.

**11.4** The Provider shall assure 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 Agency.

**11.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Agency, the

Department of Elder Affairs and federal auditors, pursuant to 45 CFR Part 75, shall be allowed full access to and the right to examine any of the Provider's Contracts, Agreements, Amendments, and related records and documents pertinent to this specific Agreement, regardless of the form in which kept.

**11.6** The Provider shall provide a Financial and Compliance Audit to the Agency as specified in this Agreement and ensure that all related third-party transactions are disclosed to the auditor.

**11.7** Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes. Provider further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this Agreement 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 Agreement the Provider understands and will comply with this subsection.

**11.8** In accordance with Executive Order 20-44, an entity that, through contract or other agreement with the State, annually receives 50% or more of their prior fiscal year budget from the State or from a combination of State and Federal funds must submit an annual report, including the most recent IRS Form 990, for the prior fiscal year of the entity, detailing the total compensation for the entity's executive leadership teams within thirty (30) days of execution of this Agreement.

**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 Provider 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 percentage of compensation comes directly from the State or Federal allocations to the contracted entity.

**12. Nondiscrimination-Civil Rights Compliance:**

**12.1** The Provider 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 Agreement or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Provider further assures that all contractors, subcontractors, 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. The Assurances – Non-Construction Programs Attachment must be included in all Subcontractor Agreements.

**12.2** During the term of this Agreement, the Provider shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, attached to this Agreement.

**12.3** The Provider shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Agreement. 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 Agreement contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of any statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider understands that the Agency 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 Agreement and denial of further assistance.

**13. Monitoring by the Agency:**

The Provider shall permit persons duly authorized by the Agency to inspect and copy any records, papers, documents, facilities, goods, and services of the Provider which are relevant to this Agreement, and to interview any clients, employees, and subcontractor employees of the Provider to assure the Agency of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the Agency will provide a written report of its findings to the Provider, and where appropriate, the Provider shall develop a Corrective Action Plan (CAP). The Provider hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Program Compliance/Quality Assurance Monitor. The Provider's failure to correct or justify deficiencies within a reasonable time as specified by the Agency may result in the Agency exercising any rights or remedies available under this Agreement or at law. Failure to meet output measures as specified in the Service Provider Application or consecutive monitoring reports which reflect repeated calls for the same corrective action may also result in the Agency taking any of the actions identified in Section 51.

**14. Provision of Services:**

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

**15. Coordinated Monitoring with Other Agencies:**

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

**16. Other Contract(s) Reporting:**

The Provider shall notify the Agency within ten (10) days of entering into a new contract with any of the five state human service agencies, to include DCF, DOH, APD, DVA, or DOEA. The notification shall include the following information: (1) contracting state agency and the applicable office or program issuing the contract; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) contract manager name and contact information.

**17. Indemnification:**

The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the Agency and its officers, agents and employees from and against any and all suits, claims, damages, losses, and expenses including attorney's fees arising out of or resulting from any acts, actions, breaches, neglect, or omissions, including personal injury and/or damage to property, related to the execution of this Agreement, any subcontracts, or the performance of services provided for herein caused in whole or in part by the Provider or its subcontractors. It is understood and agreed that the Provider is not required to indemnify the Agency for claims, demands, actions or causes of action arising solely out of the negligence of the Agency.

**17.1** Except to the extent permitted by Section 768.28, F.S., or other Florida law, this section 16 is not applicable to contracts executed between the Agency and state agencies or subdivisions defined in Section 768.28(2), F.S.

**18. Insurance and Bonding:**

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

**18.2** Throughout the term of this agreement, the Provider shall maintain fidelity insurance coverage or commercial crime insurance policy (including employee dishonesty coverage) covering the acts of officers, directors, employees and agents who have access to or handle funds under this agreement. Coverage shall be maintained in an amount sufficient to cover the maximum funds handled under this Agreement, shall name the Agency and the Department as additional insureds/loss payees, and shall be issued by an insurer authorized to do business in the State of Florida.

**18.3** Where the Provider employs staff credentialed in professions outside their job description, the Provider must obtain liability insurance for the non-work-related profession or include wording in staff job descriptions which preclude them from performing activities of their profession which are not within the scope of their job description. (i.e. nursing liability for case manager). The Provider must ensure that waivers of liability are in place for all applicable situations. (i.e. volunteer companion who drives is covered for client but not client's friend.)

**19. Confidentiality of Information:**

The Provider shall not use or disclose any information concerning a recipient of services under this Agreement 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. Where applicable, the Contractor shall comply with the Sections 430.105, 430.207, 430.504, 430.608, F.S.

**20. Health Insurance Portability and Accountability Act(HIPAA) and Florida Information Protection Act (FIPA):**

Where applicable, the Provider 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).

If the Provider will receive client's protected health information as a result of this Agreement, then the Agency recognizes that the Agency is the "Covered Entity" and the Provider is a "Business Associates" of each other under the terms of the Health Insurance Portability Act (HIPAA) of 1996.

Where applicable, the Provider and its service providers shall comply with all applicable privacy and security requirements under Section 501.171, F.S., (cited as the "Florida Information Protection Act of 2014" or "FIPA"); Chapter 60GG-2, F.A.C., to safeguard clients' personal identifiable information (PII), concurrently with Federal Public Welfare Security and Privacy Act (45 CFR §164); and the applicable provisions of Chapter 430, F.S., to safeguard protected health information (PHI).

**21. Incident Reporting:**

**21.1** The Provider shall notify the Agency immediately but no later than twenty-four (24) hours from the Provider's awareness or discovery of conditions that may materially affect the Provider's or Subcontractors ability to perform the services required to be performed under this Agreement. Such notice shall be made orally to the Program Compliance/Quality Assurance Monitor (by telephone) with an email to immediately follow. The e-mail notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, timeframes for implementation, and any assistance needed to resolve the situation. Examples of reportable conditions may include, but are not limited to:

1) Proposed client terminations;
2) Service quality or service delivery problems;
3) Contract non-compliance;
4) Provider or subcontractor financial concerns and/or difficulties.

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

**22. Bankruptcy Notification:**

During the term of this Agreement, the Provider shall immediately notify the Agency if the Provider, its assignees,

subcontractors or affiliates file a claim for bankruptcy. Within eight (8) days after notification, the Provider must also provide the following information to the Agency: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and (4) the name, address, and telephone number of the bankruptcy attorney.

**23. Sponsorship and Publicity:**

**23.1** As required by Section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Provider), the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and the State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization. If the Department of Elder Affairs or Area Agency on Aging of Palm Beach/Treasure Coast, Inc.'s logo is used, the Provider shall ensure that the current logo is used.

**23.2** The Provider shall not use the words "State of Florida, Department of Elder Affairs" or "Area Agency on Aging of Palm Beach/Treasure Coast, Inc." to indicate sponsorship of a program otherwise financed, unless specific written authorization has been obtained by the Provider prior to such use.

**23.3** The Provider's website must include an active link to the Agency's website.

**24. Assignments:**

**24.1** The Provider shall not assign the rights and responsibilities under this Agreement without the prior written approval of the Agency. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Agency will constitute a material breach of the Agreement. In the event the Agency approves assignment of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with this Agreement.

**24.2** The Agency is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Provider.

**24.3** This Agreement shall remain binding upon any successors in interest of the Provider or the Agency.

**25. Subcontracts:**

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

**25.2** The Provider shall promptly pay any subcontractors upon receipt of payment from the Agency or other state agency. Failure to make payments to any subcontractor in accordance with Section 287.0585, F.S., may result in a penalty, corrective action plan, or the Agency exercising any rights or remedies available under this Agreement.

The Provider must pay the vendor/subcontractor within seven (7) business days upon receipt of payment from the Agency provided the vendor/subcontractor submits a correct invoice.

**25.3** The Agency will monitor subcontractor agreements during the Provider's yearly monitoring.

**26. Independent Capacity of Provider:**

It is the intent and understanding of the Parties that the Provider, and any of its subcontractors, are independent contractors and are not employees of the Agency and that they shall not hold themselves out as employees or agents of the Agency or Department without prior specific authorization from the Agency or Department. It is the further intent

and understanding of the Parties that the Agency does not control the employment practices of the Provider and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Provider or its subcontractors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider are the sole responsibility of the Provider.

**27. Payment:**

Payments shall be made to the Provider for all completed and approved deliverables (units of service) as defined in Attachment I. The Agency's Chief Financial Officer will have final approval of the Provider's invoice submitted for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the agreement unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Agency's finance section for budgetary approval and processing.

**28. Return of Funds:**

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

**29. Cyber Security Standard; Data Security, Recovery, and Damages for Non-Performance:**

29.1 Data Security. The Provider and all Provider 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 Agreement. The Provider shall provide immediate notice to the Agency's Director of Agency Compliance: 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 Agency, the Provider shall not divulge to third parties any Confidential Information obtained by the Provider in the course of performing Agreement 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), the Agency, or the Provider 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 Provider will not be required to keep confidential any information that is publicly available through no fault of the Provider, material that the Provider 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 Provider's system, the Provider will conduct at the Provider's expense, an annual network penetration test or security audit of the Provider's system(s) on which State Data resides and will share the results with the Agency upon request to do so.

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 Agency 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 Provider 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 Agency's Data Compliance Analyst. 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 Agency must be promptly notified, and access will be promptly removed.

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

29.4 Ownership of State Data. The Department's State Data will be made available to the Department and/or the Agency upon its request, in the form and format reasonably requested by the Department and/or Agency. 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 Provider 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 DOEA's confidential and proprietary information and may jeopardize compliance with legal obligations. By signing this Agreement, Provider 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 or their successors; 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 DOEA or other state business.** This Agreement applies to any DOEA or other state business conducted on any of the Provider's or their employees' social media accounts or through personal cellular communication.

**30.4 Application to DOEA and Provider's Equipment.** This Agreement applies regardless of whether the social media is accessed using DOEA's IT facilities and equipment or equipment belonging to Provider, 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, HIPAA, HIPAA FIPA, and Confidentiality provisions of Chapter 430, F.S.** Provider acknowledges that any DOEA 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), Florida Information Protection Act (FIPA), and Sections 430.105, 430.207, 430.504, 430.608, F.S. Compliance with these laws and other applicable laws are further detailed in the Agreement. Provider must maintain a record of all social media posts, and all information provided within the post, related to services pursuant to this Agreement in accordance with applicable records retention requirements.

**30.6 Prohibited or Restricted Postings.** Any social media posts which include photos, videos, or names of clients, volunteers, staff, or other affiliates of DOEA 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 provider's records.

## 31. Conflict of Interest:

The Provider shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Provider or subcontractor shall participate in the selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, might 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 Provider or subcontractors officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Provider's, potential contractors, or parties to subcontracts. The Provider's board members and management must disclose to the Agency 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 Agreement. The Provider's employees and subcontractors must make the same disclosures described above to the Provider'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 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:**

The Provider 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. The report must accompany each invoice submitted to the Agency whenever there is a CMBE to report. The Office of Supplier Development (850-487-0915) will assist in furnishing names of qualified minorities. The Florida Department of Elder Affairs, Minority Coordinator (850-414-2153) will assist with questions and answers. The CMBE Report is attached to this Agreement.

**34. Patents, Copyrights, Royalties:**

If this Agreement 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 service performed under this Agreement, or in any way connected with this Agreement, 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 Agreement, the Provider shall refer the discovery, invention or copyrightable material to the Agency to be referred to the Department of State. Any and all patent rights or copyrights accruing under this Agreement 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 Agreement.

**34.1** If the primary purpose of this Agreement 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 Agreement 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 Provider 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** In the event a situation results in a cessation of services by a subcontractor, the Provider shall retain responsibility for performance under this Agreement and must follow procedures to ensure continuity of operations without interruption. The determination as to whether the Provider is unable to perform its duties, thereby necessitating utilization of the contingency plan, shall be made at the sole discretion of the Agency.

**35.2** The Provider shall within thirty (30) calendar days of the execution of this Agreement submit to the Program Compliance/Quality Assurance Monitor verification of an emergency preparedness plan which includes a Continuity of Operations Plan. The plan must consider the possibility that, due to the nature and extent of the disaster or emergency, service and product suppliers (such as those providing homemaker and personal care services, transportation, food, water and ice) might be overwhelmed and unable to provide services and/or products and therefore should include redundant/backup plans to obtain needed services and/or products. These plans must include the names of designated emergency contact persons and be updated annually and submitted to the Agency by May 1 of each year. In the event of an emergency, the Provider shall notify the Agency of emergency provisions.

**35.3** In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the Department of Elder Affairs may exercise authority over the Agency and/or the Provider to implement preparedness activities to improve the safety of the elderly in the threatened area and to secure the Agency and Provider facilities to minimize the potential impact of the event. These actions will be within the existing roles and responsibilities of the Agency and the Provider. In the event the President of the United States or Governor of the State of Florida declares a disaster or state of emergency, the Department of Elder Affairs may exercise authority over the Agency and or the Provider to implement emergency relief measures and/or activities. In either of these cases only the Secretary, Deputy Secretary or his/her designee of the Department of Elder Affairs shall have such authority to order the implementation of such measures. All actions directed by the Department of Elder Affairs and the Agency under this section shall be for the purpose of ensuring the health, safety and welfare of the elderly in the potential or actual disaster area. Relief measures outlined in the Department of Elder Affairs guidelines for Providers include the following:

a. Pre and Post event call down of at-risk clients;
b. Evaluate the ability of the Provider to continue service delivery and report status to the Area Agency on Aging Emergency Coordinating Officer (ECO) or alternate;
c. Delivery of services to all elderly in need after the storm, if necessary and possible;
d. Dispatch designated Emergency Service Directors from the Provider to shelters within and outside the disaster area to help elderly evacuees;
e. Distribution of meals before or after the event, if possible; and
f. Assignment of staff to Local Emergency Operations Centers within the disaster area and field assistance offices set up by the state and federal emergency agencies per agreements with local County Emergency Management officials.

The above measures are required minimums in Provider disaster plans. Any other measures above and beyond should also be taken as necessary. The Agency is to assist as necessary with the Providers implementation of emergency measures.

**35.4** In order to receive reimbursement from the appropriate federal or state resources later, the Provider shall keep the following records at a minimum: staff time (including overtime), supplies, number of contacts made with seniors, type and unit of service provided, resource inventory used, intake forms for all seniors, any contracted services, personal expenses and phone logs.

**36. Equipment:**

Purchasing of equipment is prohibited under this Agreement

**37. Dispute Resolution:**

Any dispute concerning performance of the Agreement shall be decided by the Agency's President/CEO, who shall reduce the decision to writing and serve a copy to the Provider.

**38. Financial Consequences:**

If the Provider fails to meet the minimum level of service or performance identified in this Agreement, then the Agency may apply financial consequences as stated in Attachment I.

**39. No Waiver of Sovereign Immunity:**

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

**40. Venue:**

If any dispute arises out of this Agreement, the venue of such legal recourse shall be Palm Beach County, Florida.

**41. Entire Agreement:**

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

**42. 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.

**43. Severability Clause:**

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

**44. Condition Precedent to Agreement Appropriations:**

The Parties agree that the Agency's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**45. Addition/Deletion:**

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

**46. Waiver:**

The delay or failure by the Agency to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of the Agency'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.

**47. Compliance:**

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

**48. Final Invoice:**

The Provider shall submit the final invoice for payment to the Agency as specified in Attachment X, Invoice Report Schedule. If the Provider fails to do so, all right to payment is forfeited and the Agency shall not honor any

requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement shall be withheld until all required documentation and reports due from the Provider and necessary adjustments thereto have been approved by the Agency.

**49. Amendment or Modification:**

Amendment or modification of the provisions of this Agreement 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

**50. Suspension of Work:**

The Agency may in its sole discretion suspend any or all activities under the Agreement, at any time, when in the best interests of the Agency or the State to do so. The Agency shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Provider shall comply with the notice. Within ninety (90) days, or any longer period agreed to by the Provider, the Agency shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Agreement. Suspension of work shall not entitle the Provider to any additional compensation.

**51. Termination:**

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

**51.2 Termination for Cause.** The Agency may terminate this Agreement if the Provider fails to (1) deliver the product within the time specified in the Agreement or any extension, (2) maintain adequate progress, thus endangering performance of the Agreement, (3) honor any term of the Agreement, or (4) abide by any statutory, regulatory, or licensing requirement. The Provider shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Provider shall not be liable for any excess costs if the failure to perform the Agreement arises from events completely beyond the control, and without the fault or negligence, of the Provider. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Provider and the subcontractor, and without the fault or negligence of either, the Provider shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Provider to meet the required delivery schedule. If, after termination, it is determined that the Provider was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Agency. The rights and remedies of the Agency in this clause are in addition to any other rights and remedies provided by law or under the Agreement.

**51.3** In the event funds for payment pursuant to this Agreement become unavailable, the Agency may terminate this Agreement upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the President/CEO or the representative of the Provider responsible for administration of the Agreement. The Agency shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Agreement the Provider will be compensated for any work satisfactorily completed prior to the date of termination.

**52. Electronic Records and Signature:**

The Agency authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Agreement. A Provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, 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 Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this Agreement.

**52.1** The Agency's authorization pursuant to this section does not authorize electronic transactions between the Provider and the Agency. The Provider is authorized to conduct electronic transactions with the Agency only upon further written consent by the Agency.

**52.2** Upon request by the Agency, the Provider shall provide the Agency with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Agency 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.

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

| | | |
|---|---|---|
| **a.** | The Provider name, as shown on page 1 of this Agreement, and mailing address of the official payee to whom the payment shall be made is: | Provider Name<br>Provider Address<br>Provider City, State Zip |
| **b.** | The name of the contact person and street address where financial and administrative records are maintained is: | Provider Representative<br>Provider Name<br>Provider Address<br>Provider City, State Zip |
| **c.** | The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this Agreement is: | Provider Representative<br>Provider Name<br>Provider Address<br>Provider City, State Zip<br>Telephone Number |
| **d.** | The names, address, telephone numbers and email addresses of the Provider's designated in-house consultants on DOEA's Programs and Services Handbook, notices of instructions, and requirements of this Agreement. | Provider Representative<br>Provider Name<br>Provider Address<br>Provider City, State, Zip<br>Telephone Number<br>Email Address<br><br>Provider Representative<br>Provider Name<br>Provider Address<br>Provider City, State, Zip<br>Telephone Number<br>Email Address |
| **e.** | The section and location within the Agency where Requests for Payment and Receipt and Expenditure forms are to be mailed is: | Fiscal Department<br>701 Northpoint Parkway,<br>Suite 115<br>West Palm Beach, FL 33407 |
| **f.** | The name, address, and telephone number of the Program Manager for this contract is: | Program Compliance/Quality Assurance Monitor's Name,<br>Area Agency on Aging PB/TC<br>701 Northpoint Parkway, Suite 115<br>West Palm Beach, FL 33407<br>(561) 684-5885 |

After execution of this Agreement, the party making any change in representatives (names, addresses, telephone numbers) must notify the other party in writing of such change and such changes shall not require a formal amendment to the Agreement.

**54. Antitrust Assignment:**

The Provider, the Agency, and the State of Florida recognize that, in actual economic practice, overcharges resulting from violations of state or federal antitrust laws are typically borne, directly or indirectly, by the State of Florida. Accordingly, the Provider assigns to the Agency any and all claims for such overcharges arising from goods, materials, or services purchased by the Provider in connection with this Agreement. The Agency may assert, pursue, settle, or assign such claims, in whole or in part, to the State of Florida as required by the Agency's agreement with the Florida Department of Elder Affairs or applicable law.

**55. Notice:**

Unless otherwise expressly provided in this Agreement, all notices, requests, demands, or other communications ("Notice") required or permitted under this Agreement shall be in writing and shall be delivered to the Provider or the Agency's Program Manager at the addresses or email addresses listed above (or to such other address or email as a party may designate by written Notice to the other party). Notice shall be deemed given and received as follows:

(a) Personal Delivery. On the date of delivery when delivered personally.

(b) Overnight Delivery. If delivered by a recognized overnight courier service (such as FedEx, UPS, or DHL), on the date of delivery;

(c) Certified or Registered Mail. If sent by certified or registered mail, return receipt requested, postage prepaid, on the date of delivery; or

(d) Email. On the date sent, if sent by email during the recipient's normal business hours, provided that (i) no automated message indicating delivery failure is received, and (ii) the sender retains a copy of the sent email. If sent outside normal business hours, Notice is deemed received on the next business day.

**56. All Terms and Conditions Included:**

This Agreement and its Attachments, I – XIII 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 Agreement shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

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

**IN WITNESS, THEREOF,** the Parties hereto have caused this sixty-seven (67) page Agreement to be executed by their undersigned officials as duly authorized.

| **PROVIDER:** | **AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.** |
|---|---|
| SIGNED BY: _____ | SIGNED BY: _____ |
| NAME: _____ | NAME: _____ |
| TITLE: _____ | TITLE: _____ |
| DATE: _____ | DATE: _____ |

Federal Tax ID:

# INDEX OF ATTACHMENTS

**ATTACHMENT I**
**STATEMENT OF WORK**

## I. SERVICES TO BE PROVIDED

### A. Definitions of Terms

#### 1. Acronyms

Activities of Daily Living (ADLs)

Area Agency on Aging (AAA)

Access Priority Consumer List (APCL)

Adult Protective Services (APS)

Code of Federal Regulations (CFR)

Corrective Action Plan (CAP)

Community Care for Disabled Adults (CCDA)

Community Care for the Elderly (CCE)

Enterprise Client Information and Registration Tracking System (eCIRTS)

Department of Children and Families (DCF)

Florida Administrative Code (F.A.C.)

Florida Department of Elder Affairs (DOEA or Department)

Florida Statutes (F.S.)

Home Care for Disabled Adults (HCDA)

Home Care for the Elderly (HCE)

Institutional Care Program (ICP)

Instrumental Activities of Daily Living (IADLs)

Planning and Service Area (PSA)

Summary of Programs and Services (SOPS)

United States Code (U.S.C.)

#### 2. Program-Specific Terms

**Aging Out:** The condition of reaching sixty (60) years of age and being transitioned from DCF's CCDA or HCDA services to the Department's community-based services.

**Area Plan:** A plan developed by the Area Agency on Aging outlining a comprehensive and coordinated service delivery system in its PSA in accordance with the Section 306 of the Older Americans Act (42 U.S.C. § 3026) and Department instructions. The Area Plan includes performance measures and unit rates per service offered per county.

**Area Plan Update:** A revision to the Area Plan wherein the Area Agency on Aging enters program-specific data in eCIRTS. An update may also include other revisions to the Area Plan as instructed by the Department**.**

**Department of Elder Affairs Programs and Services Handbook (DOEA Handbook):** An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients/providers of DOEA-funded programs.

**Functional Assessment:** A comprehensive, systematic, and multidimensional review of a person's ability to remain independent and in the least restrictive living arrangement.

**Program Highlights**: Success stories, quotes, testimonials, or human-interest vignettes that are used in the SOPS to demonstrate how programs and services help elders, families, and caregivers.

## B. GENERAL DESCRIPTION

### 1. General Statement

The purpose of the HCE Program is to encourage the provision of care for elders in family-type living arrangements in private homes as an alternative to nursing homes or other institutional care settings.

**Home Care for the Elderly Program Mission Statement**

The HCE Program assists caregivers of three (3) or fewer elders, living in private homes, through the provision of a basic subsidy for maintenance and supervision, as well as other necessary specialized services.

### 2. Authority

The relevant authority governing the HCE Program includes:

**a.** Rule Chapter 58H-1, Florida Administrative Code;

**b.** Sections 430.601-430.606 and 430.608, F.S.; and

**c.** The Catalog of State Financial Assistance (CSFA) Number 65001.

### 3. Scope of Service

The Provider is responsible for the programmatic, fiscal and operational management of HCE. The program services shall be provided in a manner consistent with the Provider's current Service Provider Application, as updated, and the current Department of Elder Affairs Programs and Services Handbook, which are incorporated by reference. The Provider agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Provider agrees to accept all such amendments and revisions via notification from the Agency.

### 4. Major Program Goals

The major goals of the HCE Program are to ensure that:

**a.** A basic Subsidy is provided to the caregiver of each client; and

**b.** A special Subsidy is provided when essential to the well-being of the client.

### 5. Key Principles for Contract Administration

The major program goals above are to be achieved keeping in mind the following Key Principles for Contract Administration:

**General**

1. Contract Administration is consumer centered.
2. The Area Agency on Aging and its partners faithfully carry out their obligation as contained in executed contract agreements.
3. The Area Agency on Aging and its partners seek opportunities to remedy administrative shortcomings and improve procedures.

**Service Delivery**

1. The Area Agency on Aging manages and maintains the Assessed Priority Consumer List.
2. Service delivery conforms to the requirements of state laws, executed contracts, notices of instruction and

the DOEA Programs and Services Handbook.

3. Consumers are served in order of their priority scores determined by DOEA's 701S and 701B assessments.
4. Older Americans Act consumers are served in accordance with targeting criteria as described in the Handbook.
5. Program reporting is submitted timely and accurate as required by contract and the Handbook.

**Fiscal**

1. Contract funds are expended in programs for which they were authorized and appropriated by state law.
2. Program budgets adjust to meet the needs of consumers with the highest priority scores.
3. Care plans are carefully monitored to maximize contract funds.
4. Consumer program enrollments are restricted within the limits of program funding.
5. The Area Agency on Aging and its partners establish and maintain controls that ensure transparent accountability for contract funds and budgets at all times.
6. Fiscal reporting is submitted timely and accurately as scheduled.

## C. Clients to be Served

### 1. General Description

The HCE Program serves elders age sixty (60) and older at risk of placement in a nursing home or other institutional setting who can remain in a family-style setting with a caregiver through the provision of subsidies.

### 2. Client Eligibility

Clients eligible to receive services under this Agreement must meet the following requirements in accordance with Rule 58H-1.005, F.A.C.:

**a.** Be sixty (60) years of age or older;

**b.** Be a current resident of the State of Florida with the intent to remain in the state; and

**c.** Meet the criteria for functional and financial eligibility set forth below:

**i.** Be at risk of nursing home placement based on DOEA 701B assessment; and

**ii.** Have self-declared income and assets which do not exceed the ICP limits established by Medicaid and DCF, or

**iii.** Receive Supplemental Security Income (SSI), or

**iv.** Receive benefits as a Qualified Medicare Beneficiary (QMB) or as a Special Low-Income Medicare Beneficiary (SLMB); and

**v.** Have an approved caregiver who meets the caregiver requirements pursuant to Rule 58H-1.006, F.A.C., and the dwelling requirements pursuant to Rule 58H-1.007, F.A.C.

### 3. Caregiver Eligibility

Caregivers eligible to receive services under this Agreement must:

**a**. Be at least eighteen (18) years of age;

**b**. Be capable of providing a family-type living environment for the home care client/recipient;

**c**. Be a relative or friend who has been accepted by the client as surrogate family, or a responsible adult with whom the client has made an arrangement to provide home care services;

**d.** Be willing to accept responsibility for the social, physical, and emotional needs of the home care client/recipient;

**e.** Be physically present and live in the home to provide supervision and to assist in arrangement of services for the client;

**f.** Maintain the residential dwelling free of conditions that pose an immediate threat to the life, safety, health and well-being of the home care client in accordance with Rule 58H-1.007, F.A.C; and

**g.** Be without record of conviction of abuse, neglect, or exploitation of another person.

**4. Targeted Groups**

Priority for services provided under this contract shall be given to those eligible persons assessed to be at risk of placement in an institution.

**5. Client Determination**

The Department shall have final authority for the determination of client eligibility.

## II. MANNER OF SERVICE PROVISION

### A. Service Tasks

To achieve the goals of the HCE Program, the Provider shall perform, or ensure that its subcontractors perform, the following tasks:

**1. Client Eligibility Determination**

The Provider 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 and I.C.3.

**2. Assessment and Prioritization of Service Delivery for New Clients**

The Provider shall ensure the following criteria are used to prioritize new clients for service delivery in the sequence below. It is not the intent of the Agency to remove existing clients from services to serve new clients being assessed and prioritized for service delivery. Additionally, intake assessments and prioritization of service delivery for new clients shall be accomplished in accordance with the Area Agency on Aging of Palm Beach/Treasure Coast Consumer Program Activation Protocols which are incorporated in this Agreement by reference.

**a.** Imminent Risk individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.

**b.** Aging Out individuals: Individuals receiving CCDA and HCDA services through the Department of Children and Families' Adult Services transitioning to community-based services provided through the Department when DCF's services are not currently available.

**c.** Service priority for individuals not included in a or b above, regardless of referral source, will be determined through the Department's functional assessment administered to each applicant, to the extent funding is available. The Provider shall ensure that priority is given to applicants at the higher levels of frailty and risk of nursing home placement. For individuals assessed at the same priority and risk of nursing home placement, priority will be given to applicants with the lesser ability to pay for services.

**3. Program Services**

The Provider shall ensure the provision of program services is consistent with the Provider's current Service Provider Application, as updated and approved by the Agency, and the current DOEA Programs and Services Handbook.

**B. Use of Subcontractors**

Use of a subcontractor for Case Management or Case Aid services is prohibited. If this Agreement involves the use of a subcontractor or third party, then the Provider 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 Provider shall notify the Consumer Services Consultant and the Agency's Chief Financial Officer in writing of such delay.

The Provider shall not permit a subcontractor to perform services related to this Agreement without having a binding subcontractor agreement executed before the subcontractor performs such services. The Agency will not be responsible or liable for any obligations or claims resulting from such action.

**1. Copies of Subcontracts**

The Provider shall submit a copy of all subcontracts to the Program Compliance/Quality Assurance Monitor within thirty (30) days of the subcontract being executed.

**2. Monitoring the Performance of Subcontractors**

The Provider shall monitor, at least once per year, each of its subcontractors, subrecipients, vendors, and/or Consultants paid from funds provided under this Agreement. The Provider shall perform fiscal, administrative and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance and compliance with applicable state and federal laws and regulations. The Provider shall monitor to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods, and all other performance goals stated in this Agreement are achieved.

**3. Copies of Subcontractor Monitoring Reports**

The Provider shall forward a copy of all subcontractor Monitoring Reports to the Agency's Contract Manager during the Annual Quality Assurance Review. The Provider shall also provide copies of such reports at any other time upon the Agency's written request.

**C. Staffing Requirements**

**1. Staffing Levels**

The Provider shall dedicate its own staff as necessary to meet the obligations of this Agreement and ensure that subcontractors dedicate adequate staff accordingly.

**2. Professional Qualifications**

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

**3. Service Times**

The Provider shall ensure the availability of services listed in this Agreement at times appropriate to meet client service needs, 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 source documentation required to evidence the completion of the tasks specified in this contract.

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

The Provider shall ensure the provision of a continuum of services that meets the diverse needs of functionally impaired elders and their caregivers. The Provider shall ensure that performance and reporting of the following services are in accordance with the Provider's current Agency-approved Service Provider Application, the current DOEA Programs and Services Handbook, which is incorporated by reference, and Section II.A.1.-3. of this Agreement. 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 services include the following categories:

**a. Basic Subsidy**

The Provider shall ensure that the Basic Subsidy is a cash payment of $160.00 made to an approved caregiver each month to reimburse expenses incurred in caring for the client, as detailed herein and in the current DOEA Handbook. The Basic Subsidy is provided for support and maintenance of the care client/recipient, including housing, food, clothing, and medical costs not covered by Medicaid, Medicare, or any other insurance. A Basic Subsidy shall be paid to authorized caregivers when the client is in the home for any part of the month.

**b. Special Subsidy Services**

The Provider shall ensure that the Special Subsidy payments are pre-authorized and are based on additional specialized medical or health care services, supplies, or equipment needed to maintain the health and well-being of the individual elder. The Special Subsidy for additional medical support and special services is a cash payment to reimburse the costs of any other service or special care not covered by Medicaid, Medicare, or private insurance when these services are determined to be essential to maintain the well-being of the home care client/recipient. A Special Subsidy shall be paid to the authorized caregivers when the client is in the home for any part of the month. Special Subsidy services may be authorized through a subcontractor agreement. All Special Subsidy services must be performed in accordance with the current DOEA Programs and Services Handbook. Special Subsidy services include the following:

| | |
|---|---|
| 1) Adult Day Care<br>2) Adult Day Health Care<br>3) Assurance (Telephone and In-Person)<br>4) Caregiver Training/Support<br>5) Caregiver Support Groups<br>6) Case Aide<br>7) Case Management<br>8) Chore<br>9) Chore (Enhanced)<br>10) Congregate Meals<br>11) Congregate Meals Screening<br>12) Counseling (Gerontological)<br>13) Counseling (Mental Health/Screening)<br>14) Education/Training<br>15) Home Health Aide Service<br>16) Homemaker<br>17) Home Delivered Meals<br>18) Housing Improvement<br>19) Information<br>20) Intake<br>21) Material Aid | 22) Occupational Therapy<br>23) Other<br>24) Personal Care<br>25) Pest Control<br>26) Physical Therapy<br>27) Respite (Facility Based or In-Home)<br>28) Shopping Assistance<br>29) Skilled Nursing Services<br>30) Specialized Medical Equipment, Services and Supplies<br>31) Speech Therapy<br>32) Transportation |

**Services that are underlined in Section II.D.1.b above must be a part of the Provider's Service Provider Application and be included in the rate pages.**

**c. Access to and Coordination of Services**

The Provider shall ensure, through case management and case aide services, that the HCE client's needs are documented and needed services are planned, arranged and coordinated for the client and caregiver.

**2. Consumer Choice**

The Agency is committed to providing redundancy of services in preparation for disaster/emergency situations. For this reason, the Provider must have vendor agreements with no less than two vendors for each service it provides (except for Legal Assistance, Adult Day Care, Case Aid and Case Management services). If the Provider is unable to meet this requirement, the Provider must document the reason why as well as stipulate plans for complying with this requirement. **Any services where there are less than two vendors must be identified and documented to the Program Compliance/Quality Assurance Monitor within thirty (30) days of the execution of this Agreement.**

**3. Services and Units of Services**

The Provider shall ensure that the provision of services described in the Agreement is in accordance with the current DOEA Programs and Services Handbook and the service tasks described in Section II.A. Attachment XIII lists the services that can be performed, the approved rates, the method of payment, and the service unit type. Units of service will be paid pursuant to the rate established in the Provider's Service Provider Application as updated, and approved by the Agency.

**E. Reports**

The Provider shall respond to the Agency's or Department's request for routine and/or special requests for information and reports required by the Agency in a timely manner as determined by the Program Compliance/Quality Assurance Monitor. The Provider shall establish reporting due dates for any subcontractors that permit the Provider to review and validate the data, and meet the Agency's reporting requirements.

**1. Service Provider Application Update and All Revisions Thereto**

The Provider is required to submit an annual Service Provider Application update based on Agency instructions for updating programs and unit costs. The Provider may also be required to submit revisions to the Service Provider Application as instructed by the Agency.

**2. eCIRTS Reports**

Provider shall ensure timely input of program-specific data into eCIRTS. To ensure eCIRTS data accuracy, the Provider shall use eCIRTS-generated reports which include the following:

**a.** Client Reports;

**b.** Monitoring Reports;

**c.** Services Reports;

**d.** Miscellaneous Reports;

**e.** Fiscal Reports;

**f.** Aging and Disability Resource Center Reports; and

**g.** Outcome Measurement Reports

To ensure eCIRTS data integrity, the following timeframes are required for entering data into eCIRTS:

- eCIRTS Enrollment Screen reflects ACTV – Within 10 working days
- eCIRTS Enrollment Screen reflects appropriate termination code no later than 30 days after services ceased
- Assessments – Within 30 days of Assessment Date
- Care Plans – Within 30 days of Care Plan Date

- Received Services – For those services allowing monthly aggregate reporting with zero unit entry required annually, the Provider must upon enrollment or first actual date of service, but no later than 30 days after ACTV enrollment date, complete the zero unit entry.

Failure to ensure the collection and maintenance of the eCIRTS data may result in the Agency exercising any rights or remedies available under this Agreement, including, but not limited to, assessment of financial consequences, delaying or withholding payment until the problem is corrected, or termination of the Agreement.

At a minimum, the Provider must run quarterly eCIRTS cleanup reports, complete necessary eCIRTS data cleanup, and submit the Program Income data as directed by the Agency or Department. The Provider must also submit a confirmation to the Agency once these efforts are completed.

**3. Unit Cost Methodologies**

The Provider shall annually submit to the Agency its Unit Cost Methodology, which reflects the actual costs of providing each service by program.

**4. Surplus/Deficit Reports**

The Provider shall submit a consolidated surplus/deficit report in a format provided by the Agency to the Agency's Program Compliance/Quality Assurance Monitor by the 15th of each month. The report must include the following:

a) The Provider's detailed plan on how the surplus or deficit spending exceeding the threshold specified by the Department will be resolved;
b) Recommendations to transfer funds to resolve surplus/deficit spending;
c) Input from the Provider's Board of Directors on resolution of spending issues, if applicable;

At a minimum the detailed plan regarding a surplus must explain the number of clients the Provider intends to add to the program, the current required monthly expenditures for the program, the current number of active clients in the program, the calculation of the average cost per client and the timeframe for adding the clients. The detailed plan for addressing a deficit must specify the estimated dollar amount of attrition/month/client and/or other known causes for decreases in the projected monthly cost/client.

The Provider shall promptly respond to surplus/deficit inquiries and must provide ad-hoc reports as requested by the Agency.

**5. Program Highlights**

The Provider shall submit Program Highlights referencing specific events that occurred in SFY/FFY 2027-2028 by August 15th, 2028. The Provider shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Provider shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight. The Provider shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Agency. These Program Highlights shall be prepared in accordance with Paragraph 18 of the Agreement and may not contain any information concerning a recipient of services under this Agreement except with the recipient's written consent.

**F. Records and Documentation**

**1.** The Provider shall maintain documentation to support payment requests that shall be available to the Agency or authorized individuals or entities, such as the Department or Department of Financial Services, upon request.

**2. eCIRTS Address Validation**

The Provider shall work with the Agency to ensure 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 these can be mapped. The Provider will receive a list of unmatched addresses that cannot be mapped and the Provider will be responsible for working with the Agency to correct addresses. The Agency will send a list to the Department with confirmed addresses. The Department will use this information to update maps, client rosters, and unmatched addresses to disseminate to the Agency to be forwarded to Lead Agencies.

**3. eCIRTS Data and Maintenance**

The Provider shall ensure, on a monthly basis, collection and maintenance of client and service information in eCIRTS or any such system designated by the Agency. Maintenance includes accurate and current data, and valid exports and backups of all data and systems according to Agency standards.

**4. Data Integrity and Back up Procedures**

Each Provider and subcontractor shall anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of provider functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. A copy of the backed up data shall be stored in a secure, offsite location.

**5. Policies and Procedures for Records and Documentation**

The Provider 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 Agency upon request.

## G. Performance Specifications

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

The Provider must:

**a.** Ensure the prioritization of clients and provision of services to clients in accordance with Section II.A.1-3. of this Agreement;

**b.** Ensure the provision of the services described in this Agreement are in accordance with the current DOEA Programs and Services Handbook and Section II.D of this Agreement;

**c.** Timely and accurately submit to the Agency all required documentation and reports described in Section II.E.; and

**d.** Timely (in accordance with Attachment X) and accurately submit Attachments XI and XII, and supporting documentation to the Agency.

**2. Annual Programmatic Monitoring Report**

The Provider's performance of the measures in Section II.G.1., above, will be reviewed and documented in the Agency's Annual Programmatic Monitoring Report.

**3. Monitoring and Evaluation Methodology**

The Agency will review and evaluate the performance of the Provider under the terms of this Agreement. Monitoring shall be conducted through direct contact with the Provider through telephone, in writing, and/or on-site visit(s). The primary, secondary, or signatory of the contract must be available for any on-site programmatic monitoring visit. The Agency's determination of acceptable performance shall be conclusive. The Provider agrees to cooperate with the Agency in monitoring the progress of completion of the service tasks and deliverables. The Agency 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 Agency.

## H. Provider Responsibilities

### 1. Provider Accountability

All service tasks and deliverables pursuant to this Agreement are solely and exclusively the responsibility of the Provider and tasks and deliverables for which, by execution of this Agreement, the Provider agrees to be held accountable.

The Provider must identify a minimum of two point persons who will serve as the Provider's in-house consultants on the DOEA Programs and Services Handbook, Notices of Instruction, and all provisions of this Agreement. These persons must be responsible for providing in-house training and technical assistance and must be accessible by the Agency's Fiscal and Consumer Care and Planning staff in a timely manner. Their names and contact information should be listed in Section 53.d of the Standard Agreement.

### 2. Coordination with Other Providers and/or Entities

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

## I. Agency Responsibilities

### 1. Agency Obligations

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

### 2. Agency Determinations

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

## J. Service Location and Equipment

### 1. Service Delivery Location

Services will be provided as needed in locations determined by Provider that best meets client's immediate needs. For Adult Day Care, Adult Day Health Care, and Respite (Facility-Based) services, the Provider must notify the Program Compliance/Quality Assurance Monitor in writing a month prior to the anticipated closure of a site. The notification must include the Provider's plans for continuation of services for the clients where the site is closing.

**2. Changes in Location**

The Provider shall notify the Agency in writing a minimum of one week prior to making changes in location that will affect the Agency's ability to contact the Provider by telephone or facsimile.

**3. Equipment**

Provider shall be responsible for supplying, at its own expense, all equipment necessary for its performance under the Agreement, including but not limited to computers, telephones, copiers, fax machines, maintenance and office supplies

## III. *METHOD OF PAYMENT*

### A. General Statement of Method of Payment

The Provider agrees to distribute funds as detailed in the Budget Summary, Attachment IX to this Agreement. Any changes in the total amounts of the funds identified on the Budget Summary form require an Agreement amendment. Any adjustment to the approved annual supporting budget schedule must be identified on the monthly invoice of the month the adjustment occurred. Case Management can be moved by notifying the Fiscal Manager of the Area Agency on Aging. A revised supporting budget schedule is not required unless the changes impact the Budget Summary, Attachment IX to this Agreement.

### B. Method of Invoice Payment

**1.** Invoice Submittal and Requests for Payment
The Provider shall submit requests for payment to the Agency on Agency-approved forms. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on Agency forms. The due date for the request for reimbursement and report(s) shall be not later than the 20th day of the month subsequent to the month being reported.

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

**3.** Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in ATTACHMENT IX, Budget Summary. Any changes in the amounts of federal or general revenue funds identified in ATTACHMENT IX, Budget Summary require an Agreement amendment.

### C. Payment Withholding

Any payment due by the Agency under the terms of this Agreement may be withheld pending the receipt and approval by the Agency of all financial and programmatic reports due from the Provider and, any adjustments thereto, including any disallowances.

### D. Date for Final Request for Payment

The final request for payment is due to the Agency not later than August 5th, 2028.

### E. eCIRTS Data Entries for Providers

The Provider shall enter all required data for clients and services in the eCIRTS database in accordance with the current DOEA Program and Services Handbook and the DOEA eCIRTS User Manual – Aging Provider Network users (located in Documents on the eCIRTS Enterprise Application Services). Data must be entered into eCIRTS before the Provider submits their request for payment and expenditure reports to the Agency. eCIRTS data for services received must be entered into eCIRTS by the 10th day of the month subsequent to the month in which the services were delivered. Services entered after this date will not be reimbursed. When a client's services are terminated, the Provider must ensure that all invoices are received from subcontractors and/or vendors no later than 30 days after services stopped. Once entered into eCIRTS, received services cannot be changed from one DOEA funding source to another DOEA funding source.

**F. Subcontractors' Monthly eCIRTS Reports**

1. The Provider shall run monthly eCIRTS reports and to verify that client and service data in eCIRTS is accurate. This report must be submitted to the Agency with the monthly Request for Payment and Receipt and Expenditure Report and must be reviewed by the Agency before the request for payment and expenditure reports can be approved by the Agency.

2. The eCIRTS report to be submitted to the Agency is "Service Reported by Program and Service Report". This report is to be run MTD, which will reflect the service period and YTD run from beginning of the Agreement period through the last day of the service period.

**F. Consequences for Deficiencies in Performance and Non-Compliance**

This Agreement contains numerous performance requirements that on the whole indicate the Provider's relative degree of success in achieving quality contract administration and service delivery. It is the obligation of the Agency to assist the Provider in attaining its highest level of quality performance. Thus, it is the expectation of the Agency that when deficiencies in the performance are observed, the Agency will communicate such observations to the Provider and that the Provider in turn will act to remedy the deficiency within the required time frame. Key performance issues include, but are not restricted to, timely report submission in accordance with Attachment X to this Agreement; accurate eCIRTS data entry; timely response to APS high risk referrals; adherence to DOEA nutrition program standards; performance specifications outlined in Section II.G of Attachment I, accurate completion of program-required forms; collection of co-payments as required; accurate maintenance of client case files; and submission of corrective action plans as may be required following monitoring examinations or the Provider's required annual audit.

The Agency may, in its sole discretion, utilize the below progressive sanction process in response to repeated or uncorrected performance deficiencies during the Agreement period. The use of this process is permissive and shall not limit or waive any other rights or remedies available to the Agency under this Agreement or at law or in equity.

First Sanction: A written corrective action instruction is issued to the Provider's chief executive officer. The corrective action must be timely completed and acceptable to the Agency. Failure to comply may result in the Provider's payments being held until compliance is achieved. Once achieved, payments would be released.

Second Sanction: If any previously reported program deficiencies continue and program performance is considered unsatisfactory. Funds withheld will be <u>permanently</u> retained for distribution to other providers in the network. Once the Provider becomes fully compliant, then payments can restart but the Provider will <u>not</u> recover any of the permanently retained payments.

Third Sanction: The Agreement is terminated as described in Section 52.

Nothing in this section shall be construed to require the Agency to apply progressive sanctions prior to exercising any other contractual remedy, including immediate suspension, withholding of payment, or termination, particularly in cases involving material breach, egregious misconduct, fraud, threats to health or safety, misuse of funds, or other circumstances warranting immediate action.

**H. Financial Consequences**

The Provider shall ensure the provision of services in accordance with the Service Provider Applications as updated and within the Agreement amount. The Provider shall ensure expenditure of 100% of the Agreement amount budgeted for services to clients at the unit rates established in this Agreement. In the event the Provider has a surplus of 10% or more at the end of the Agreement term the Agency may reallocate the budget for the next year of the Agreement term to other providers found to be serving clients to the fullest extent of their allocation budgets. If, or to the extent, there is any conflict, between this paragraph and paragraph 39, this paragraph shall have

precedence.

Provider acknowledges that the Agency's contract with the Department authorizes the Department to assess monetary penalties against the Agency for nonperformance, untimely submissions, failure to correct deficiencies, or other contractual noncompliance. Such penalties may include reductions in the Agency's current year administration costs in the following amounts: Fifty Dollars ($50) per business day for 1 to 30 business days late; Seventy-Five Dollars ($75) per business day for 31 to 60 business days late; One Hundred Dollars ($100) per business day for 61 to 90 business days late; and Two Hundred Dollars ($200) per business day for each business day thereafter until the deficiency is corrected.

In the event the Agency receives a written notice of consequences attributed in whole or in part to the Provider's act, omission, delay, failure, or other breach of this Agreement or applicable law, the Agency shall provide written notice to the Provider. To the extent any such penalty or other monetary assessment is imposed upon the Agency by the Department, the Provider may be financially responsible to the Agency for the full amount of such penalty attributable to Provider's conduct.

The Agency may recover such amounts by invoice, demand for payment, offset against amounts otherwise due to Provider under this Agreement, or any other remedy available at law or in equity. Provider's obligation under this provision shall survive termination of this Agreement.

Nothing herein shall be construed to make Provider responsible for penalties arising solely from the Agency's independent acts or omissions.

**I. HCE Subsidy Data Entries Schedule**

The Provider must ensure that all data for HCE subsidies are entered into the eCIRTS by the 15th of each month. HCE subsidy data entered into the eCIRTS by the 15th of the month will be for payments incurred between the 16th of the previous month and the 15th of the current month. Case management data entered into the eCIRTS by the 15th of the month shall be for units of service provided during the previous month from the 16th and up to and including the 15th of the current month or case management units of service may be entered according to the Provider schedule, in aggregate daily, weekly, or monthly. The Provider shall ensure data entry for HCE subsidies will cease on the 15th of the month and that the eCIRTS Monthly Service Utilization Report by client name and by worker is generated. The Provider shall ensure the Monthly Utilization Report by client name and by worker is verified, corrected, and certified no later than the 20th of the month in which the Report is generated. When a client's services are terminated, the Provider must ensure that all invoices are received from subcontractors and/or vendors no later than 30 days after services stopped. Once entered into eCIRTS, received services cannot be changed from one DOEA funding source to another DOEA funding source.

**IV. *SPECIAL PROVISIONS***

**A. Final Budget and Funding Revision Requests**

Final requests for budget revisions or adjustments to Agreement funds based on expenditures for provided services must be submitted to the Agency's Fiscal Director in writing no later than June 30th of each year; email requests are considered acceptable.

**B. Provider's Financial Obligations**

**Use of Service Dollars/Pre-Enrollment List Management**

The Provider is expected to spend all funds provided by the Agency for the purpose specified in this Agreement. For each program managed by the Provider, the Provider must manage the service dollars in such a manner so as

to avoid having a pre-enrollment list and a surplus of funds at the end of the agreement period. If the Agency determines that the Provider is not spending service funds accordingly, the Agency may transfer funds to other providers during the Agreement period and/or adjust subsequent funding allocations accordingly, as allowable under federal and state law. The Agency reserves the right to redirect funding throughout the area in order to serve consumers that are at greatest risk of institutional placement, irrespective of CCSA boundaries. The providers are therefore urged to outreach consumers in greatest need in the CCSA's.

**C. Remedies for Nonconforming Services**

**1.** The Provider shall ensure that all goods and/or services provided under this Agreement 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 Provider fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Agreement. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this Agreement. The Provider's signature on the Request for Payment Form certifies maintenance of supporting documentation and acknowledgement that the Provider shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Agency requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

**E. Investigation of Criminal Allegations:**

Any report that implies criminal intent on the part of the Provider or any subcontractors and that is referred to a governmental or investigatory agency must be sent to the Agency. If the Provider has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Provider shall notify the CEO at the Agency immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Provider or subcontractors, must be sent to the Agency CEO as well as to the Department's Inspector General with a summary of the investigation and allegations.

**F. Volunteers:**

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

**G. Enforcement:**

1. The Provider shall comply with all the terms and conditions set forth in this Agreement, the RFP pursuant to which this Agreement was awarded (unless superseded by new provisions in Agreement, the Service Provider Application, the ADRC Access Point Agreement, Area Agency on Aging of Palm Beach/Treasure Coast Consumer Program Activation Protocols, and the current Department of Elder Affairs Programs and Services Handbook). The Provider is also responsible for responding to any fiscal or programmatic monitoring items/issues within the timeframe specified by the Agency. Monitoring items/issues may include corrective actions, reportable conditions or quality improvement recommendations provided by the Agency. The Provider is also responsible for providing timely response to any inquiry related to program expenditures including, but not limited to, addressing program surplus or deficit and corresponding program spend-out plans.

   The Agency may take intermediate measures against the Provider, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more programs, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for deficiencies or nonperformance, or other appropriate actions if the Agency finds that:

**a.** An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of services covered pursuant to this Agreement.

**b.** The Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.

**c.** The Provider has committed multiple or repeated violations of legal and regulatory requirements, regardless of whether such laws or regulations are enforced by the Agency or Department, or the Provider has committed multiple or repeated violations of Agency or Department standards.

**d.** The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency.

**e.** The Provider has failed to adhere to the terms of this Agreement.

**f.** The Provider has failed to properly determine client eligibility as defined by the Agency or efficiently manage program budgets.

**g.** The Provider has failed to implement and maintain a Agency-approved client grievance resolution procedure.

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

**G. Rate Increase Thresholds**

**1.** For Proposed Rate Increases that are up to 5% of the Agency's approved rates with DOEA:

**a.** The Provider shall follow the Agency's existing rate review and approval process which at a minimum includes:

**i.** A detailed written justification from the 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 Agency to review, identifying the service or commodity component(s) that are increasing Provider service costs.

**ii.** A current rate and a requested rate unit cost methodology. (Attachment VI)

**2.** For Proposed Rate Increases Exceeding 5% of the Agency's approved rates with DOEA:

**a.** For proposed rate increases of 5.01% or greater of the Agency's approved rates with DOEA, the requirements detailed in i. and ii. above shall apply PLUS sections i., below.

**i.** Proposed Rate Increases of 5.01% or greater of the Agency's approved rates with DOEA must provide the following additional information:

**(1)** The 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 of the Agency's approved rates with DOEA have been explored and rejected.

**(2)** DOEA Contract Managers may request additional information from the Service Provider via the Agency.

**3.** No additional services may be added or rates increased before October 1, 2027.

4. Service Providers cannot add new services unless approved in advance by both the Agency and DOEA.

Note: All rate increase thresholds mentioned in the above language is cumulative from the Agency rate at the time of contract execution.

**H. Access Control**

**1.** The Provider shall ensure an appropriate level of data security for the information the Provider is collecting or using in the performance of this Agreement. An appropriate level of security includes approving and tracking all Provider 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 to the Agency for eCIRTS access along with the roles they will need. To safeguard collected data, the Provider will be responsible for requesting user access to be removed by the Agency from all users that no longer have a necessity to access eCIRTS due to updated job duties, voluntarily separates, or involuntarily separates from the Provider as soon as possible, no later than 5 calendar days after separation. As an added protection, the Provider will receive quarterly reports from the Agency to review users with access to eCIRTS and will report back to the Agency any users that have been missed and need to have their access removed. The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Provider shall ensure all subcontractors maintain written procedures for computer system backup and recovery. The Provider shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements prior to the execution of this Agreement.

**ATTACHMENT II**
**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Department to the Provider may be subject to audits and/or monitoring by the Department of Elder Affairs, 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 Agreement, the Provider 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 Provider is appropriate, the Provider agrees to comply with any additional instructions provided by the Department to the Provider regarding such audit. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**
**PART I: FEDERALLY FUNDED**

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

In the event that the Provider expends $1,000,000.00 or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the Agency by this Agreement. In determining the federal awards expended in its fiscal year, the Provider shall consider all sources of Federal awards, including federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Provider expends less than $1,000,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Provider expends less than $1,000,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Agency shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit report with reference to the Department of Elder Affairs agreement involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with the Agency in effect during the audit period. For local government 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 Provider'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 Provider'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 Agreement as outlined throughout this document and pursuant to law.

**PART II: STATE FUNDED**

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

In the event that the Provider expends a total amount of state financial assistance equal to or in excess of $750,000.00 in any fiscal year of such provider, the Provider 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through the Agency by this Agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Agency, 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 Provider 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 Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Provider expends less than $750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Provider expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 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 Provider resources obtained from other than State entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department shall be fully disclosed in the audit report with reference to the Department agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department in effect during the audit period. For local government 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 Provider'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 Provider'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 Agreement 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 Provider directly to each of the following:

The Area Agency on Aging of Palm Beach/Treasure Coast, Inc. at the following address:

Area Agency on Aging of Palm Beach/Treasure Coast, Inc.
Attention: Chief Financial Officer or designee
701 Northpoint Parkway, Suite 115
West Palm Beach, Florida 33407

Pursuant to 2 CFR §200.512, the reporting package and the data collection form must be submitted electronically to the Federal Audit Clearinghouse.

**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 provider shall submit a copy of any management letter issued by the auditor, to the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. at the following address:

Area Agency on Aging of Palm Beach/Treasure Coast, Inc.
Attention: Chief Financial Officer
701 Northpoint Parkway, Suite 115
West Palm Beach, Florida 33407

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

The Auditor General's Office at the following address:

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

**PART IV: RECORD RETENTION**

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

**ATTACHMENT II**
**EXHIBIT 1**

## PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Providers 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. Providers 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, providers 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, FAC, Provider has been determined to be:

____ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.
__X__ 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 Provider 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.** Providers 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).
**For funding passed through U.S. Health and Human Services, 45 CFR Part 75.

**STATE FINANCIAL ASSISTANCE.** Providers 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:

Section 215.97 and 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.

**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 PROVIDER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

| **GRANT AWARD (FAIN#):** | | **FEDERAL AWARD DATE:** | |
|---|---|---|---|
| **DUNS NUMBER:** | | | |
| **PROGRAM TITLE** | **FUNDING SOURCE** | **CFDA** | **AMOUNT** |
| | | | |
| | | | |
| | | | |
| **TOTAL FEDERAL AWARD** | | | |

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

**FEDERAL FUNDS:**
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**2. STATE RESOURCES AWARDED TO THE PROVIDER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS**

| **PROGRAM TITLE** | **FUNDING SOURCE** | **CFDA** | **AMOUNT** |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| **TOTAL STATE AWARD** | | | |

**STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.**

| **PROGRAM TITLE** | **FUNDING SOURCE** | **CSFA** | **AMOUNT** |
|---|---|---|---|
| **Home Care for the Elderly** | **General Revenue** | **65.001** | **$xxx,xxx.xx** |
| | | | |
| | | | |
| | | | |
| **TOTAL AWARD** | | | |

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT 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.

**ATTACHMENT III**
**CERTIFICATIONS AND ASSURANCES**

Agency will not award this contract unless Provider completes this CERTIFICATIONS AND ASSURANCES. In performance of this contract, Provider provides the following certifications and assurances:

- **A.** **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- **B.** **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- **C.** **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- **D.** **Certification Regarding Public Entity Crimes, 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**
- **K.** **Form PUR 2024**

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

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

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

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

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

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

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

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

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I – financially assisted program or activity, and to all contracts Provider makes to carry out the WIA Title I – financially assisted program or activity.
   Provider understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

   The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, 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.**

Provider hereby certifies that neither it, nor any person or affiliate of Provider, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.
Provider understands and agrees that it is required to inform DOEA immediately upon any change of circumstances regarding this status.

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

As a condition of the Contract, Provider assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, 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., Provider hereby certifies that it has not been placed on the Scrutinized Companies or other Entities 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., Provider 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.

Provider understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Agency terminating this contract and the submission of a false certification may subject Provider to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

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

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

1. The Provider and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Provider, Subcontractors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Provider will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Provider and any Subcontractors 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, Provider certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Provider 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 Provider shall require that the language of this certification be included in all sub-agreements, sub-grants, and other

agreements/contracts and that all Subcontractors 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 Provider agrees to make available to Department staff and/or any party designated by the Department any and all contract related records and documentation. The Provider shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the 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, Provider agrees to indemnify and hold harmless the Agency and Department for any costs incurred by the Agency or the Department and any attorneys' fees assessed or awarded against the Agency or Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
   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.

## K. FORM PUR 2024

When executing, renewing, or extending this Agreement, the Provider must complete and return to the Agency the applicable portions of Form PUR 2024 attached in the link below.

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

Part A: Use of Coercion for Labor and Services. Whenever executing, renewing, or extending this Agreement, the Provider must complete and return Part A, attesting that it does not use coercion for labor or services as defined in section 787.06, F.S.

Part B: Provision of Commodities Produced by Forced Labor. If applicable, a member of the Provider's senior management must complete and return Part B.

By signing below, the Provider agrees to include all relevant certification and assurance provisions (A–K) in any related subcontract agreements, as applicable. The Provider certifies that the representations set forth in Sections A through K above are true and correct; and the Provider attests that, if applicable, records related to the payment of dues or membership contributions by the Agency will be made available for inspection, as stated above.

By signing below, Provider certifies that the representations set forth in parts A through K above are true and correct.

| | |
|---|---|
| | |
| Signature and Title of Authorized Representative | Street Address |
| | |
| Provider Date | City, State, Zip code |

## 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),

**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 CFR. 900, Subpart F).

6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972 as amended (20 U.S.C. §§ 1681-1683 and §§ 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction 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, as amended (42 U.S.C. § 300F et seq.); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (16 U.S.C. §§ 1531-1544).

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** | **TITLE** |
|---|---|
| **APPLICANT ORGANIZATION** | **DATE SUBMITTED** |

# ATTACHMENT V
# FLORIDA DEPARMENT 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 the Agency? **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** ☐

**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 NO* |
| Program Office | *Notice of Corrective Action Sent ____/_ /_ _ |
| Date | Telephone Response Due /_ /_ |
| On-Site Desk Review | Response Received ____/_ _/_ _ |

**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 DOEA Recipients and their Sub-grantees. 45 CFR § 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. 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, 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 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 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, brailed 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**

**SIMPLIFIED UNIT COST METHODOLOGY RATE INCREASE REQUEST FORM**

FLORIDA DEPARTMENT OF ELDER AFFAIRS
SIMPLIFIED UNIT COST METHODOLOGY
RATE INCREASE REQUEST
BUDGET YEAR:
RECIPIENT NAME:

PRIOR YEAR RATE:

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

**ATTACHMENT VII**

**DEPARTMENT OF ELDER AFFAIRS**
**BACKGROUND SCREENING**

**ATTESTATION OF COMPLIANCE – EMPLOYER**

**ALL EMPLOYERS are required to submit an annual attestation of compliance with the provisions of chapter 430 and 435, Florida Statutes.**

Section 435.05(3), Florida Statutes, requires each employer licensed or registered with the Department of Elder Affairs (DOEA) to conduct Level 2 background screening and to submit to the agency annually or at the time of license renewal, under penalty of perjury, a signed attestation attesting to compliance with the provisions of that chapter.

The Level 2 background screenings are required for all programs administered by the Department, including but not limited to, Area Agencies on Aging / Aging and Disability Resource Centers, Public and Professional Guardians, Long-Term Care, Lead Agencies, and Service Providers that contract directly or indirectly with the DOEA, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider.

A direct service provider is defined as

> "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, and 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), Florida Statutes.

The following is an example attestation that complies with this requirement

**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)

declare that I have read the following and that the facts stated in it are true and I 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 the Level 2 background screening.

_____ _____
Signature of Employer Representative Date

**ATTACHMENT VII-A**
**DEPARTMENT OF ELDER AFFAIRS**

**ALL USERS are required to annually submit this form attesting to compliance with the provisions of the Background Screening Provider User Registration Agreement and chapter 435, Florida Statutes to doeanetwork@elderaffairs.org.**

## ATTESTATION OF COMPLIANCE – BACKGROUND SCREENING PROGRAM USER

Each person with access to the Care Provider Background Screening Clearinghouse must abide by the following:

- I will not disclose or lend my USER ID AND/OR PASSWORD to anyone. They are for my use only and will serve as my "electronic signature." This means that I may be held responsible for the consequences of unauthorized or illegal transactions.
- I will not browse or use this information for unauthorized or illegal purposes.
- I will not make any disclosure of this data that is not specifically authorized.
- I will not intentionally cause corruption or disruption of these files.

If I become aware of any violation of these security requirements or suspect that someone may have used my User ID or Password, I will immediately report that information to the Department of Elder Affairs (DOEA) Background Screening Coordinator at (850) 414-2093.

I understand that as a user of the Background Screening Program, I assert that I am authorized to submit electronic requests, retrieve screening results, and maintain employment status on behalf of the provider listed below.

By accessing this system, I agree to follow the Agency for Health Care Administration's policies regarding acceptable use and protection of confidential information. By submitting electronic requests, I am affirming that the information contained in the request is true and the results received will be used only for determining employment eligibility in accordance with the applicable Florida Statutes.

In accordance with section 435.11(1)(b), Florida Statutes, it is a misdemeanor of the first degree to use records information for purposes other than screening for employment or release records information to other persons for purposes other than screening for employment.

DOEA Form 238, Attestation of Compliance – Background Screening Program User, Effective July 1, 2024. Form available at https://elderaffairs.org/about-us/background-screening/background-screening-clearinghouse-training-accessingthe-clearinghouse/

## ATTESTATION

As an employee of: _____
(Name of Employer)

Located at: _____
Street address City State Zip Code

Under penalty of perjury, I, _____
(Name of Employee who has Signed the Provider User Registration Agreement)

hereby swear or affirm that I understand and that I am in compliance with the provisions of Background Screening Provider User Registration Agreement and chapter 435, Florida Statutes.

_____ _____
Signature of Employee Date



DOEA Form 238, Attestation of Compliance – Background Screening Program User, Effective July 1, 2024. Form available at https://elderaffairs.org/about-us/background-screening/background-screening-clearinghouse-training-accessingthe-clearinghouse/

**ATTACHMENT VIII**

**CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES (CMBE FORM)**

*CMBE FORM MUST ACCOMPANY INVOICES SUBMITTED TO AGENCY*

**PROVIDER NAME: _____**

**DOEA CONTRACT NUMBER: _____**

***REPORTING PERIOD-FROM: _____ TO: _____**

***(DATE RANGE OF RENDERED SERVICES, MUST MATCH INVOICE SUBMITTED TO AGENCY)**

**DOEA CONTRACT MANAGER: _____**

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

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

| SUBCONTRACTOR NAME | SUBCONTRACTOR'S FEID | CMBE | EXPENDITURES |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

**DOEA USE ONLY -- REPORTING ENTITY (DIVISION, OFFICE, ETC)**

SEND COMPLETED FORMS VIA INTEROFFICE MAIL TO:
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.

https://osd.dms.myflorida.com/directories

*II. 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**
**ANNUAL BUDGET SUMMARY (2027-2028)**

| | |
|---|---|
| **HCE Subsidies and Case Management** | **$xxxxxxxx** |

## ATTACHMENT X

## INVOICE REPORT SCHEDULE
## HOME CARE FOR THE ELDERLY

| Invoice # | Based On | Invoice Period | Due Date | eCIRTS Available until next Invoice Due Date |
|---|---|---|---|---|
| 1 | July Invoice | 7/1-7-15 | July 20 | July 26 |
| 2 | July Invoice / Encumbrance Analysis Report | 7/16-8/15 | August 20 | August 26 |
| 3 | August Invoice / Encumbrance Analysis Report | 8/16-9/15 | September 20 | September 26 |
| 4 | September Invoice / Encumbrance Analysis Report | 9/16-10/15 | October 20 | October 26 |
| 5 | October Invoice / Encumbrance Analysis Report | 10/16-11/15 | November 20 | November 26 |
| 6 | November Invoice / Encumbrance Analysis Report/ | 11/16-12/15 | December 20 | December 26 |
| 7 | December Invoice / Encumbrance Analysis Report | 12/16-1/15 | January 20 | January 26 |
| 8 | January Invoice / Encumbrance Analysis Report | 1/16-2/15 | February 20 | February 26 |
| 9 | February Invoice / Encumbrance Analysis Report | 2/16-3/15 | March 20 | March 26 |
| 10 | March Invoice / Encumbrance Analysis Report | 3/16-4/15 | April 20 | April 26 |
| 11 | April Invoice / Encumbrance Analysis Report | 4/16-5/15 | May 20 | May 26 |
| 12 | May Invoice / Encumbrance Analysis Report | 5/16-6/15 | June 20 | June 26 |
| 13 | June Invoice / Encumbrance Analysis Report | 6/16-6/30 | July 20 | July 26 |
| 14 | Final Invoice & Closeout Report | 6/1-6/30 | August 5 | Closed August 5 |

ATTACHMENT XI
EXPENDITURE REPORT AND TRANSMITTAL

**Contract:** **Invoice Number:**
**Provider:** **Month**
**Prepared by:**
**Date:**

| Program Code | Service Code | Service Description | Monthly Units | Rates | Current Month Amount | YTD Requested | Contract Amount | Contract Balance |
|---|---|---|---|---|---|---|---|---|
| HCE | XXX | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| HCE | XXX | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| HCE | XXX | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| HCE | XXX | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **Total** | | | | | - | - | - | - |

I certify to the best of my knowledge and belief that the report is correct and data accuracy for billing submitted supports the request for the purposes set forth in the contract.

Signature Date

**ATTACHMENT XI**
**EXPENDITURE REPORT AND TRANSMITTAL**

## HCE PAYMENT TRANSMITTAL

HCE PRIOR BILLING

**Provider Name:** _____

**Invoice Date:** _____

**Prepared by:** _____

| Clients Name | Caregiver's Name | Service Code | Original Service Date | Payment Amount |
|---|---|---|---|---|
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| **HCE PRIOR BILLING TOTAL** | | | | **$0.00** |

ATTACHMENT XII

## Cost Reimbursement Summary

**Contract #** _____

**Report (invoice) Number:**

| Budget Category | Description | Number of units | Service Date | Amount |
|---|---|---|---|---|
| Administration | | | | |
| | **TOTAL ADMINISTRATION** | | | |
| Expenses | | | | |
| | **TOTAL EXPENSES** | | | $0.00 |

**ATTACHMENT XIII**
**SERVICE RATE REPORT**

**Attestation Statement**

Agreement Number IH027-XXXX

Amendment Number N/A

I,_____, attest that no changes or revisions have
*(Provider Representative)*
been made to the content of the above referenced agreement between the Area Agency on Aging and PROVIDER. The only exception to this statement would be for changes in page formatting, due to the differences in electronic data processing media, which has no effect on the agreement content.

_____ _____
Signature of Provider Representative Date

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

**ALZHEIMER'S DISEASE INITIATIVE**

**THIS AGREEMENT** is entered into between Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (Agency) and (Provider), collectively referred to as the "Parties." The term Provider for this purpose may designate a Vendor, Subgrantee or Subrecipient.

**WITNESSETH THAT**:

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

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

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

**1. Purpose of Agreement:**

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

**2. Incorporation of Documents within the Agreement:**

The Agreement will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals or desk books, as an integral part of the Agreement, except to the extent that the Agreement 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 Agreement document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Agreement document and identified attachments.

**3. Term of Agreement:**

This Agreement shall begin at twelve (12:00) A.M., Eastern Standard Time **July 1, 2027** or on the date the Agreement 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 **June 30, 2028**.

**4 Agreement Amount:**

The Agency agrees to pay for contracted services according to the terms and conditions of this Agreement in an amount not to exceed the Total Agreement Amount outlined below or the rate schedule, with expenditures to be based upon an approved annual budget, subject to adjustment in accordance with Attachment X and subject to the availability of funds. Any costs or services paid for under any other contract or agreement or from any other source are not eligible for payment under this Agreement.

These funds are allocated for the period July 1, 2027 – June 30, 2028.

| **Funding Allocation** | | | | |
|---|---|---|---|---|
| **Program Title** | **Year** | **Funding Sources** | **CSFA** | **Amount** |
| Alzheimer's Disease Initiative (ADI) | 2027 | General Revenue | 65.002-65.004 | $xxx,xxx.00 |
| **TOTAL AGREEMENT AMOUNT:** | | | | $xxx,xxx.00 |

**5. Renewals:**

By mutual agreement of the Parties, the Agency may renew the Agreement for a period not to exceed three years from the last competitive solicitation for this program, 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 Agreement and contingent upon satisfactory performance evaluations by the Agency and the availability of funds.

In the event that a subsequent agreement may not be executed prior to July 1st start date, the Agency may, at its discretion, extend this Agreement upon written notice for up to 90 days to ensure continuity of service. Service provided under this extension will be paid for out of the succeeding agreement amount.

**6. Compliance with Federal Law:**

**6.1** If this Agreement contains federal funds this section shall apply.

**6.1.1** The Provider 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 Agreement contains federal funds and is over $100,000.00, the Provider shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) §7401, et seq.), 42 U.S.C. 7606, Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. §1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations, 2 CFR Part 1500. The Provider shall report any violations of the above to the Agency.

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

**6.1.4** In accordance with Appendix II to 2 CFR Part 200, the Provider shall comply with the Department of Labor regulations 41 CFR Part 60 and Department of Health and Human Services regulations 45 CFR Part 92, if applicable.

**6.1.5** A contract or Agreement award with an amount expected to equal or exceed $25,000.00 and certain other contract or Agreement 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 Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Provider shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this Agreement. The Provider shall complete and sign the Certifications and Assurances Attachment prior to the execution of this Agreement.

**6.2** The Provider shall not employ an unauthorized alien. The Agency 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 et seq). Such violation will be cause for unilateral cancellation of this Agreement by the Agency.

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

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

**6.5** Unless exempt under 2 CFR §170.110(b), the Provider 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 Number11-116 and Section 448.095(5), F.S., Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the Agreement term. Provider shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agency Agreement utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the Agreement term. The Provider is required to provide an affidavit stating it does not employ any unauthorized aliens and has no subcontractors that employ unauthorized aliens. The Provider shall require any subcontractors to provide an affidavit stating it does not employ any unauthorized aliens and has no subcontractors that employ unauthorized aliens. The Provider shall retain any affidavits from subcontractors through the term of this Agreement.

**6.7 ADA Accessibility of Web Content and Mobile Applications:**

**6.7.1** If web content or mobile applications are developed, maintained, or provided as part of the services, programs, or activities funded under this Agreement, the Provider shall ensure that such content and applications comply with Title II of the Americans with Disabilities Act, as implemented by 28 CFR Part 35, including the U.S. Department of Justice's rule on accessibility of web content and mobile applications.

**6.7.2** All such web content and mobile applications shall conform to Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, as incorporated by reference in 28 CFR Part 35, by the applicable compliance deadline established under federal law.

**6.7.3** The Provider shall support the Agency's compliance with applicable accessibility requirements and shall not, through its performance under this Agreement, impede the Agency's ability to meet its obligations under the ADA.

**6.7.4** For any content or functionality subject to a permitted exception under 28 CFR Part 35, the Provider shall, upon request by a person with a disability, provide accessible alternatives or effective communication consistent with federal law.

**7. Compliance with State Law:**

**7.1** This Agreement 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 Agreement contains state financial assistance funds, the Provider shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with applicable laws, rules, and regulations, including, but not limited to, the Department of Financial Services Reference Guide for State Expenditures.

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

**7.3.1** The Provider shall perform all tasks contained in Attachment I.

**7.3.2** The Provider shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in Attachment I, which the Fiscal Director must receive and accept, in writing, prior to payment.

**7.3.3** The Provider shall comply with the criteria and final date by which such criteria must be met for completion of this Agreement as specified in Attachment I, Section III. Method of Payment.

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

**7.3.5** If itemized payment for travel expenses is permitted in this Agreement, the Provider 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 Agreement.

**7.4** If clients are to be transported under this Agreement, the Provider 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 Provider shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of Agreement funds for the purpose of lobbying the legislature, judicial branch or a state agency.

**7.7** The Agency may, at its option, terminate the Agreement if the Provider 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 or Other Entities that Boycott Israel List or if the Provider 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 Provider 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 Provider shall comply with all applicable Florida and federal laws, including but not limited to, Chapters 119, 286, and 617, Florida Statutes.

**7.12** The Provider shall comply with Section 501.171, F.S., regarding data security requirements for confidential personal information.

**7.13** The Provider shall comply with the requirements of section 787.06(14), Florida Statutes, as described in Attachment III.

## 8. Background Screening:

The Provider shall ensure that all background screening requirements of Section 430.0402 and Chapter 435, F.S., as they may be amended, are met for all employees, volunteers, and persons seeking employment who are "direct service providers" as that term is defined in Section 430.0402(1)(b) and who are not exempted from Level 2 background screening by Section 430.0402(2). The Provider and 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. Provider shall submit the Background Screening Attestation of Compliance-Employer (Screening Form) to the Agency within thirty (30) days of execution of this Agreement and annually, through the term of this Agreement pursuant to section 435.05(3) F.S. The Provider shall also maintain copies of the new screening forms for its direct service providers as required herein. The Provider hereby agrees to correct all background screening deficiencies identified by the Agency 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/

**8.2** The Provider shall submit for each employee having access to the Clearinghouse program or the background

screening information obtained from the program, an executed Attestation of Compliance – Background Screening Program User form to the Agency within sixty (60) days of execution of this Agreement for each background screening program user and annually thereafter, within forty-five (45) days of the Agreement anniversary date.

**8.3** A Provider's or any of its service providers' failure to discharge any employee, supervisor, manager, or direct service provider determined to be noncompliant with the requirements of sections 430.0402, 430.0402(3), F.S., and Chapter 435, F.S., shall result in the automatic denial, termination, or revocation of any license or certification, purchase order, contract, rate agreement, and the imposition of any other remedies authorized by law.

**8.4** Pursuant Section 435.12(4)(b), F.S., the Provider and qualified entities as defined in section 943.0542(1), F.S., shall include this Clearinghouse website link (http://info.flclearinghouse.com) in all job vacancy advertisements and job posts.

## 9. Grievance and Complaint Procedures:

### 9.1 Grievance Procedures:

The Provider shall comply with and ensure subcontractor compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, 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, must provide for notice of the grievance procedure and an opportunity for review of the Provider's or subcontractor's determination(s). When a client appeals a termination, suspension or reduction of services, the Provider must ensure that the grievance review team reviews the client file and considers the needs, risks, and safety specific to that client in their evaluation.

### 9.2 Complaint Procedures

The Provider 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, provide and direct service worker complaints, or any other advice related to complaints other than termination suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

A Provider must comply with the provisions of this section. Failure to materially and substantially comply with any of the provisions of this section may result in the Agency exercising any rights or remedies available under this Agreement or at law, including, without limitation, the implementation of any of the consequences outlined in Section III.G of Attachment I of this Agreement.

## 10. Public Records Compliance:

Acquisition, maintenance, control, disclosure, retention and disposal of public records shall comply with the requirements of Article I, Section 24, of the Florida Constitution, Florida Public Record's Law Sections 119.021, 119.07, and 119.071, F.S., the Florida Information Protection Act (FIPA), Section 501.171, F.S., Confidentiality of Information of Chapter 430, F.S., Sections 430.105, 430.207, 430.504, and 430.608, F.S., as applicable to the contractual service, Section 501.171, F.S., and the Federal Public Welfare Security and Privacy Act (HIPAA) (45 CFR §164), as applicable. Upon execution of this Agreement, the Provider shall comply with all applicable federal and Florida state laws governing the storage, maintenance, and access of public records. Additionally, Provider shall:

**10.1** Provider and its service providers shall adhere to all applicable federal and state laws, including, but not limited to (45 CFR §164), Sections 119.021, 119.07, 119.071, 430.105, 430.207, 430.504, 430.608, and 501.171, F.S., as it pertains to the protection of personal identifiable information (PII) in connection with the provision of services under this contract.

**10.2** By execution of this Agreement, Provider agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

**10.2.1** Keep and maintain public records required by the Agency to perform the contracted services.

**10.2.2** Upon request from the Agency's custodian of public records, provide the Agency a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Agency.

**10.2.3** 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 Agreement term and following completion of the Agreement if the Provider does not transfer the records to the Agency.

**10.2.4** Upon completion or termination of the Agreement, the Provider will either transfer, at no cost to the Agency, all public records in possession of the Provider and its Subcontractors to the Agency. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

**10.3** The Agency may unilaterally cancel this Agreement, notwithstanding any other provisions of this Agreement, for refusal by the Provider to comply with Section 10 of this Agreement by not allowing public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with this Agreement, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**
**Public Records Coordinator**
**Area Agency on Aging of Palm Beach/Treasure Coast, Inc.**
**701 Northpoint Parkway, Suite 115**
**West Palm Beach, Florida 33407**
**561-684-5885 lhardy@aaapbtc.org**

**11. Audits, Inspections, Investigations:**

**11.1** The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Agency under this Agreement. Provider shall adequately safeguard all such assets and ensure they are used solely for the purposes authorized under this Agreement. Whenever appropriate, financial information should be related to performance and unit cost data.

**11.2** The Provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of the Agreement or longer when required by law. In the event an audit is required by this Agreement, 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 Agreement, at no additional cost to the Agency.

**11.3** Upon demand, at no additional cost to the Agency, the Provider shall facilitate the duplication and transfer of any records or documents during the required retention period.

**11.4** The Provider shall assure 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 Agency.

**11.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Agency, the

Department of Elder Affairs and federal auditors, pursuant to 45 CFR Part 75, shall be allowed full access to and the right to examine any of the Provider's Contracts, Agreements, Amendments, and related records and documents pertinent to this specific Agreement, regardless of the form in which kept.

**11.6** The Provider shall provide a Financial and Compliance Audit to the Agency as specified in this Agreement and ensure that all related third-party transactions are disclosed to the auditor.

**11.7** Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes. Provider further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this Agreement 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 Agreement the Provider understands and will comply with this subsection.

**11.8** In accordance with Executive Order 20-44, an entity that, through contract or other agreement with the State, annually receives 50% or more of their prior fiscal year budget from the State or from a combination of State and Federal funds must submit an annual report, including the most recent IRS Form 990, for the prior fiscal year of the entity, detailing the total compensation for the entity's executive leadership teams within thirty (30) days of execution of this Agreement.

**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 Provider 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 percentage of compensation comes directly from the State or Federal allocations to the contracted entity.

**12. Nondiscrimination-Civil Rights Compliance:**

**12.1** The Provider 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 Agreement or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Provider further assures that all contractors, subcontractors, 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. The Assurances – Non-Construction Programs Attachment must be included in all Subcontractor Agreements.

**12.2** During the term of this Agreement, the Provider shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, attached to this Agreement.

**12.3** The Provider shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Agreement. 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 Agreement contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of any statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider understands that the Agency 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 Agreement and denial of further assistance.

**13. Monitoring by the Agency:**

The Provider shall permit persons duly authorized by the Agency to inspect and copy any records, papers, documents, facilities, goods, and services of the Provider which are relevant to this Agreement, and to interview any clients, employees, and subcontractor employees of the Provider to assure the Agency of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the Agency will provide a written report of its findings to the Provider, and where appropriate, the Provider shall develop a Corrective Action Plan (CAP). The Provider hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Program Compliance/Quality Assurance Monitor. The Provider's failure to correct or justify deficiencies within a reasonable time as specified by the Agency may result in the Agency exercising any rights or remedies available under this Agreement or at law. Failure to meet output measures as specified in the Service Provider Application or consecutive monitoring reports which reflect repeated calls for the same corrective action may also result in the Agency taking any of the actions identified in Section 51.

**14. Provision of Services:**

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

**15. Coordinated Monitoring with Other Agencies:**

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

**16. Other Contract(s) Reporting:**

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

**17. Indemnification:**

The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the Agency and its officers, agents and employees from and against any and all suits, claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from any acts, actions, breaches, neglect, or omissions, including personal injury and/or damage to property, related to the execution of this Agreement, any subcontracts, or the performance of services provided for herein caused in whole or in part by the Provider or its subcontractors. It is understood and agreed that the Provider is not required to indemnify the Agency for claims, demands, actions, or causes of action arising solely out of the negligence of the Agency.

**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 Agency and state agencies or subdivisions defined in Section 768.28(2), F.S.

**18. Insurance and Bonding:**

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

**18.2** Throughout the term of this agreement, the Provider shall maintain fidelity bond coverage or commercial crime insurance policy (including employee dishonesty coverage) covering the facts of officers, directors, employees and agents who have access to or handle funds under this agreement. Coverage shall be maintained in an amount sufficient to cover the maximum funds handled under this Agreement, shall name the Agency and the Department as additional insureds/loss payees, and shall be issued by an insurer authorized to do business in the State of Florida.

**18.3** Where the Provider employs staff credentialed in professions outside their job description, the Provider must obtain liability insurance for the non-work-related profession or include wording in staff job descriptions which preclude them from performing activities of their profession which are not within the scope of their job description. (i.e. nursing liability for case manager). The Provider must ensure that waivers of liability are in place for all applicable situations. (i.e. volunteer companion who drives is covered for client but not client's friend.)

**19. Confidentiality of Information:**

The Provider shall not use or disclose any information concerning a recipient of services under this Agreement 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. Where applicable, the Contractor shall comply with the Sections 430.105, 430.207, 430.504, 430.608, F.S.

**20. Health Insurance Portability and Accountability Act (HIPAA) and Florida Information Protection Act (FIPA):**

Where applicable, the Provider 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).

If the Provider will receive client's protected health information as a result of this Agreement, then the Agency recognizes that the Agency is the "Covered Entity" and the Provider is a "Business Associate" of each other under the terms of the Health Insurance Portability Act (HIPAA) of 1996.

Where applicable, the Provider and its service providers shall comply with all applicable privacy and security requirements under Section 501.171, F.S., (cited as the "Florida Information Protection Act of 2014" or "FIPA"); Chapter 60GG-2, F.A.C., to safeguard clients' personal identifiable information (PII), concurrently with Federal Public Welfare Security and Privacy Act (45 CFR §164); and the applicable provisions of Chapter 430, F.S., to safeguard protected health information (PHI).

**21. Incident Reporting:**

**21.1** The Provider shall notify the Agency immediately but no later than twenty-four (24) hours from the Provider's awareness or discovery of conditions that may materially affect the Provider's or Subcontractors ability to perform the services required to be performed under this Agreement and in any authorizing proviso. Such notice shall be made orally to the Program Compliance/Quality Assurance Monitor (by telephone) with an email to immediately follow. The e-mail notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated (including any applicable plan for provision of services), timeframes for implementation, and any assistance needed to resolve the situation. Examples of reportable conditions may include, but are not limited to:

1) Proposed client terminations;
2) Service quality or service delivery problems;
3) Contract non-compliance;
4) Provider or subcontractor financial concerns and/or difficulties.

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

**22. Bankruptcy Notification:**

During the term of this Agreement, the Provider shall immediately notify the Agency if the Provider, its assignees, subcontractors or affiliates file a claim for bankruptcy. Within eight (8) days after notification, the Provider must also provide the following information to the Agency: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and (4) the name, address, and telephone number of the bankruptcy attorney.

**23. Sponsorship and Publicity:**

**23.1** As required by Section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Provider), the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Area Agency on Aging of Palm Beach/Treasure Coast, Inc. and the State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization. If the Department of Elder Affairs or Area Agency on Aging of Palm Beach/Treasure Coast, Inc.'s logo is used, the Provider shall ensure that the current logo is used.

**23.2** The Provider shall not use the words "State of Florida, Department of Elder Affairs" or "Area Agency on Aging of Palm Beach/Treasure Coast, Inc." to indicate sponsorship of a program otherwise financed, unless specific written authorization has been obtained by the Provider prior to such use.

**23.3** The Provider's website must include an active link to the Agency's website.

**24. Assignments:**

**24.1** The Provider shall not assign the rights and responsibilities under this Agreement without the prior written approval of the Agency. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Agency will constitute a material breach of the Agreement. In the event the Agency approves assignment of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with this Agreement.

**24.2** The Agency is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Provider.

**24.3** This Agreement shall remain binding upon any successors in interest of the Provider or the Agency.

**25. Subcontracts:**

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

**25.2** The Provider shall promptly pay any subcontractors upon receipt of payment from the Agency or other state agency. Failure to make payments to any subcontractor in accordance with Section 287.0585, F.S., may result in a penalty, corrective action plan, or the Agency exercising any rights or remedies available under this Agreement.

The Provider must pay the vendor/subcontractor within seven (7) business days upon receipt of payment from the Agency provided the vendor/subcontractor submits a correct invoice.

**25.3** The Agency will monitor subcontractor agreements during the Provider's yearly monitoring.

**26. Independent Capacity of Provider:**

It is the intent and understanding of the Parties that the Provider, and any of its subcontractors, are independent

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

**27. Payment:**

Payments shall be made to the Provider for all completed and approved deliverables (units of service) as defined in Attachment I. The Agency's Chief Financial Officer will have final approval of the Provider's invoice submitted for payment and will approve the invoice for payment only if the Provider has met all terms and conditions of the agreement unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Agency's finance section for budgetary approval and processing.

**28. Return of Funds:**

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

**29. Cyber Security Standard; Data Security, Recovery, and Damages for Non-Performance:**

29.1 Data Security. The Provider and all Provider 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 Agreement. The Provider shall provide immediate notice to the Agency's Director of Agency Compliance: 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 Agency, the Provider shall not divulge to third parties any Confidential Information obtained by the Provider in the course of performing Agreement 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), the Agency, or the Provider 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 Provider will not be required to keep confidential any information that is publicly available through no fault of the Provider, material that the Provider 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 Provider's system, the Provider will conduct at the Provider's expense, an annual network penetration test or security audit of the Provider's system(s) on which State Data resides and will share the results with the Agency upon request to do so.

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 Agency 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 Provider 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 Agency's Data Compliance Analyst. 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 Agency must be promptly notified, and access will be promptly removed.

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

29.4 Ownership of State Data. The Department's State Data will be made available to the Department and/or the Agency upon its request, in the form and format reasonably requested by the Department and/or Agency. 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 Provider 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 DOEA's confidential and proprietary information and may jeopardize compliance with legal obligations. By signing this Agreement, Provider 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 or their successors; 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 DOEA or other state business.** This Agreement applies to any DOEA or other state business conducted on any of the Provider's or their employees' social media accounts or through personal cellular communication.

**30.4 Application to DOEA and Provider's Equipment.** This Agreement applies regardless of whether the social media is accessed using DOEA's IT facilities and equipment or equipment belonging to Provider, 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, HIPAA, FIPA, and Confidentiality provisions of Chapter 430, F.S.** Provider acknowledges that any DOEA 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), Florida Information Protection Act (FIPA), and Sections 430.105, 430.207, 430.504, 430.608, F.S. Compliance with these laws and other applicable laws are further detailed in the Agreement. Provider must maintain a record of all social media posts, and all information provided within the post, related to services pursuant to this Agreement in accordance with applicable records retention requirements.

**30.6 Prohibited or Restricted Postings.** Any social media posts which include photos, videos, or names of clients, volunteers, staff, or other affiliates of DOEA 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 Provider's records.

**31. Conflict of Interest:**

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

interest or personal gain. No employee, officer or agent of the Provider or subcontractor shall participate in the selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, might 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 Provider or subcontractors officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Provider's, potential contractors, or parties to subcontracts. The Provider's board members and management must disclose to the Agency 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 Agreement. The Provider's employees and subcontractors must make the same disclosures described above to the Provider'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 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:**

The Provider 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. The report must accompany each invoice submitted to the Agency whenever there is a CMBE to report. The Office of Supplier Development (850-487-0915) will assist in furnishing names of qualified minorities. The Florida Department of Elder Affairs, Minority Coordinator (850-414-2153) will assist with questions and answers. The CMBE Report is attached to this Agreement.

**34. Patents, Copyrights, Royalties:**

If this Agreement 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 service performed under this Agreement, or in any way connected with this Agreement, 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 Agreement, the Provider shall refer the discovery, invention or copyrightable material to the Agency to be referred to the Department of State. Any and all patent rights or copyrights accruing under this Agreement 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 Agreement.

**34.1** If the primary purpose of this Agreement 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 Agreement 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 Provider 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** In the event a situation results in a cessation of services by a subcontractor, the Provider shall retain responsibility for performance under this Agreement and must follow procedures to ensure continuity of operations without interruption. The determination as to whether the Provider is unable to perform its duties, thereby necessitating utilization of the contingency plan, shall be made at the sole discretion of the Agency.

**35.2** The Provider shall, within thirty (30) calendar days of the execution of this Agreement, submit to the Program Compliance/Quality Assurance Monitor verification of an emergency preparedness plan which includes a Continuity of Operations Plan. The plan must consider the possibility that, due to the nature and extent of the disaster or emergency, service and product suppliers (such as those providing homemaker and personal care services, transportation, food, water and ice) might be overwhelmed and unable to provide services and/or products and therefore should include redundant/backup plans to obtain needed services and/or products. These plans must include the names of designated emergency contact persons and be updated annually and submitted to the Agency by May 1 of each year. In the event of an emergency, the Provider shall notify the Agency of emergency provisions.

**35.3** In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the Department of Elder Affairs may exercise authority over the Agency and/or the Provider to implement preparedness activities to improve the safety of the elderly in the threatened area and to secure the Agency and Provider facilities to minimize the potential impact of the event. These actions will be within the existing roles and responsibilities of the Agency and the Provider. In the event the President of the United States or Governor of the State of Florida declares a disaster or state of emergency, the Department of Elder Affairs may exercise authority over the Agency and or the Provider to implement emergency relief measures and/or activities. In either of these cases only the Secretary, Deputy Secretary, or his/her designee of the Department of Elder Affairs shall have such authority to order the implementation of such measures. All actions directed by the Department of Elder Affairs and the Agency under this section shall be for the purpose of ensuring the health, safety, and welfare of the elderly in the potential or actual disaster area. Relief measures outlined in the Department of Elder Affairs guidelines for Providers include the following:

a. Pre and Post event call down of at-risk clients;
b. Evaluate the ability of the Provider to continue service delivery and report status to the Area Agency on Aging Emergency Coordinating Officer (ECO) or alternate;
c. Delivery of services to all elderly in need after the storm, if necessary and possible;
d. Dispatch designated Emergency Service Directors from the Provider to shelters within and outside the disaster area to help elderly evacuees;
e. Distribution of meals before or after the event, if possible; and
f. Assignment of staff to Local Emergency Operations Centers within the disaster area and field assistance offices set up by the state and federal emergency agencies per agreements with local County Emergency Management officials.

The above measures are required minimums in Provider disaster plans. Any other measures above and beyond should also be taken as necessary. The Agency is to assist as necessary with the Providers implementation of emergency measures.

**35.4** In order to receive reimbursement from the appropriate federal or state resources later, the Provider shall keep the following records at a minimum: staff time (including overtime), supplies, number of contacts made with seniors, type and unit of service provided, resource inventory used, intake forms for all seniors, any contracted services, personal expenses, and phone logs.

**36. Equipment:**

Purchasing of equipment is prohibited under this Agreement.

**37. Dispute Resolution:**

Any dispute concerning performance of the Agreement shall be decided by the Agency's President/CEO, who shall reduce the decision to writing and serve a copy to the Provider.

**38. Financial Consequences:**

If the Provider fails to meet the minimum level of service or performance identified in this Agreement, then the Agency may apply financial consequences commensurate as stated in Attachment I.

**39. No Waiver of Sovereign Immunity:**

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

**40. Venue:**

If any dispute arises out of this Agreement, the venue of such legal recourse shall be Palm Beach County, Florida.

**41. Entire Agreement:**

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

**42. 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.

**43. Severability Clause:**

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

**44. Condition Precedent to Agreement Appropriations:**

The Parties agree that the Agency's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**45. Addition/Deletion:**

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

**46. Waiver:**

The delay or failure by the Agency to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of the Agency'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.

**47. Compliance:**

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

**48. Final Invoice:**

The Provider shall submit the final invoice for payment to the Agency as specified in Attachment IX, Invoice Report Schedule. If the Provider fails to do so, all right to payment is forfeited and the Agency shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement shall be withheld until all required documentation and reports due from the Provider and necessary adjustments thereto have been approved

by the Agency.

**49. Amendments or Modification:**

Amendment or modification of the provisions of this Agreement 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

**50. Suspension of Work:**

The Agency may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when in the best interests of the Agency or the State to do so. The Agency shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Provider shall comply with the notice. Within ninety (90) days, or any longer period agreed to by the Provider, the Agency shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Agreement. Suspension of work shall not entitle the Provider to any additional compensation.

**51. Termination:**

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

**51.2 Termination for Cause.** The Agency may terminate this Agreement if the Provider fails to: (1) deliver the product within the time specified in the Agreement or any extension, (2) maintain adequate progress, thus endangering performance of the Agreement, (3) honor any term of the Agreement, or (4) abide by any statutory, regulatory, or licensing requirement. The Provider shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Provider shall not be liable for any excess costs if the failure to perform the Agreement arises from events completely beyond the control, and without the fault or negligence, of the Provider. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Provider and the subcontractor, and without the fault or negligence of either, the Provider shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Provider to meet the required delivery schedule. If, after termination, it is determined that the Provider was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Agency. The rights and remedies of the Agency in this clause are in addition to any other rights and remedies provided by law or under the Agreement.

**51.3** In the event funds for payment pursuant to this Agreement become unavailable, the Agency may terminate this Agreement upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the President/CEO or the representative of the Provider responsible for administration of the Agreement. The Agency shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Agreement the Provider will be compensated for any work satisfactorily completed prior to the date of termination.

**52. Electronic Records and Signature:**

The Agency authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Agreement. A Provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, 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 Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this Agreement.

**52.1** The Agency's authorization pursuant to this section does not authorize electronic transactions between the Provider and the Agency. The Provider is authorized to conduct electronic transactions with the Agency only upon further written consent by the Agency.

**52.2** Upon request by the Agency, the Provider shall provide the Agency with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Agency 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.

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

| | | |
|---|---|---|
| **a.** | The Provider name, as shown on page 1 of this Agreement, and mailing address of the official payee to whom the payment shall be made is: | Provider Name<br>Provider Address<br>Provider City, State Zip |
| **b.** | The name of the contact person and street address where financial and administrative records are maintained is: | Provider Representative<br>Provider Name<br>Provider Address<br>Provider City, State Zip |
| **c.** | The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this Agreement is: | Provider Representative<br>Provider Name<br>Provider Address<br>Provider City, State Zip<br>Telephone Number |
| **d.** | The names, address, telephone numbers and email addresses of the Provider's designated in-house consultants on DOEA's Programs and Services Handbook, notices of instructions, and requirements of this Agreement. | Provider Representative<br>Provider Name<br>Provider Address<br>Provider City, State, Zip<br>Telephone Number<br>Email Address<br><br>Provider Representative<br>Provider Name<br>Provider Address<br>Provider City, State, Zip<br>Telephone Number<br>Email Address |
| **e.** | The section and location within the Agency where Requests for Payment and Receipt and Expenditure forms are to be mailed is: | Fiscal Department<br>701 Northpoint Parkway,<br>Suite 115<br>West Palm Beach, FL 33407 |
| **f.** | The name, address, and telephone number of the Program Manager for this contract is: | Program Compliance/Quality Assurance Monitor's Name,<br>Area Agency on Aging PB/TC<br>701 Northpoint Parkway, Suite 115<br>West Palm Beach, FL 33407<br>(561) 684-5885 |

After execution of this Agreement, the party making any change in representatives (names, addresses, telephone numbers) must notify the other party in writing of such change and such changes shall not require a formal amendments to the Agreement.

**54. Antitrust Assignment:**

The Provider, the Agency, and the State of Florida recognize that, in actual economic practice, overcharges resulting from violations of state or federal antitrust laws are typically borne, directly or indirectly, by the State of Florida. Accordingly, the Provider assigns to the Agency any and all claims for such overcharges arising from goods, materials, or services purchased by the Provider in connection with this Agreement. The Agency may assert, pursue, settle, or assign such claims, in whole or in part, to the State of Florida as required by the Agency's agreement with the Florida Department of Elder Affairs or applicable law.

**55. Notice:**

Unless otherwise expressly provided in this Agreement, all notices, requests, demands, or other communications ("Notice") required or permitted under this Agreement shall be in writing and shall be delivered to the Provider or the Agency's Program Manager at the addresses or email addresses listed above (or to such other address or email as a party may designate by written Notice to the other party). Notice shall be deemed given and received as follows:

(a) Personal Delivery. On the date of delivery when delivered personally.

(b) Overnight Delivery. If delivered by a recognized overnight courier service (such as FedEx, UPS, or DHL), on the date of delivery;

(c) Certified or Registered Mail. If sent by certified or registered mail, return receipt requested, postage prepaid, on the date of delivery; or

(d) Email. On the date sent, if sent by email during the recipient's normal business hours, provided that (i) no automated message indicating delivery failure is received, and (ii) the sender retains a copy of the sent email. If sent outside normal business hours, Notice is deemed received on the next business day.

**56. All Terms and Conditions Included:**

This Agreement and its Attachments, I – XIV 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 Agreement shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

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

**IN WITNESS, THEREOF,** the Parties hereto have caused this sixty-six (66) page Agreement to be executed by their undersigned officials as duly authorized.

| **PROVIDER:** | **AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.** |
|---|---|
| SIGNED BY: _____ | SIGNED BY: _____ |
| NAME: _____ | NAME: _____ |
| TITLE: _____ | TITLE: _____ |
| DATE: _____ | DATE: _____ |

Federal Tax ID:

# INDEX OF ATTACHMENTS

**ATTACHMENT I**
**STATEMENT OF WORK**

## I. SERVICES TO BE PROVIDED

### A. Definitions of Terms

#### 1. Acronyms

Activities of Daily Living (ADL)
Adult Protective Services (APS)
Aging and Disability Resource Center (ADRC)
Alzheimer's Disease (AD)
Alzheimer's Disease and Related Dementias (ADRD)
Alzheimer's Disease Initiative (ADI)
Area Agency on Aging (AAA)
Assessed Priority Consumer List (APCL)
Corrective Action Plan (CAP)
Dementia Care & Cure Initiative (DCCI)
Department of Elder Affairs (DOEA or Department)
Enterprise Client Information and Registration Tracking System (eCIRTS)
Florida Administrative Code (F.A.C.)
Florida Statutes (F.S.)
Memory Disorder Clinic (MDC)
Planning and Service Area (PSA)
Summary of Programs and Services (SOPS)
United States Code (U.S.C.)

#### 2. Program-Specific Terms

**Administrative Funding:** Contract dollars that are allocated to support the Provider's expenses incurred in the management and operation of the ADI Program, as stipulated in this Agreement.

**Area Plan:** A plan developed by the Agency outlining a comprehensive and coordinated service delivery system in the respective Planning and Service Area, in accordance with Section 306 of the Older Americans Act (42 U.S.C. § 3026), 45 CFR 1321, and Department instructions. The Area Plan includes performance measures and unit rates per service offered per county.

**Area Plan Update:** A revision to the Area Plan wherein the Agency enters program-specific data into the eCIRTS. An update may also include other revisions to the Area Plan as instructed by the Department.

**Department of Elder Affairs Programs and Services Handbook (DOEA Handbook):** An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients/providers of DOEA funded programs.

**Functional Assessment:** A comprehensive, systematic, and multidimensional review of a person's ability to remain independent and in the least restrictive living arrangement.

**Memory Disorder Clinic (MDC):** Research oriented programs created pursuant to Sections 430.502(1) and (2), F.S., to provide diagnostic and referral services, conduct basic and service-related multidisciplinary research, and develop training materials and educational opportunities for lay and professional caregivers of individuals with AD.

**Program Highlights:** Success stories, quotes, testimonials, or human-interest vignettes that are used to demonstrate how programs and services help elders, families, and caregivers.

**Proviso:** Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

**Specialized Adult Day Care:** Specialized Alzheimer's Services Adult Day Care Centers, licensed in accordance with Section 429.918, F.S., provide specialized Alzheimer's services for AD clients. FloridaHealthFinder.gov provides an up-to-date listing of all Specialized Alzheimer's Services Adult Day Care Centers.

**Specialized Alzheimer's Services:** Specialized Alzheimer's services, offered in day care centers include, but are not limited to, those listed below:

**a.** Providing education and training on the specialized needs of persons with Alzheimer's disease or related memory disorders and caregivers.
**b.** Providing specialized activities that promote, maintain, or enhance the ADI client's physical, cognitive, social, spiritual, or emotional health.
**c.** Providing therapeutic, behavioral, health, safety, and security interventions; clinical care, and support services for the ADI client and caregiver.

**Summary of Programs and Services (SOPS):** A document produced by the Department and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

## B. GENERAL DESCRIPTION

### 1. General Statement

The purpose of the ADI is to address the special needs of individuals with AD, their families and caregivers.

### 2. Alzheimer's Disease Initiative Program Mission Statement

The ADI Program assists persons afflicted with AD and other forms of dementia to live as independently as possible with support to family members and caregivers.

### 3. Authority

The relevant authority governing the ADI Program includes:

**a.** Rule Chapter 58D-1, F.A.C.;
**b.** Sections 430.501, 430.502, 430.503, and 430.504, F.S.; and;
**c.** The Catalog of State Financial Assistance (CSFA) Numbers 65004 and 65002.

### 4. Scope of Service

The Provider is responsible for the programmatic, fiscal and operational management of the ADI Program. The program services shall be provided in a manner consistent with the Provider's current Service Provider Application, as updated, and the current Department of Elder Affairs Programs and Services Handbook, which are incorporated by reference. The Provider agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Provider agrees to accept all such amendments and revisions via notification from the Agency.

### 5. Major Program Goal

The major goal of the ADI Program is to provide services to meet the needs of caregivers and individuals with AD or other related disorders.

### 6. Key Principles for Contract Administration

The major program goals above are to be achieved keeping in mind the following Key Principles for Contract Administration.

**General**

**a.** Contract administration is consumer centered.
**b.** The Area Agency on Aging and its partners faithfully carry out their obligations as contained in executed contract agreements.
**c.** The Area Agency on Aging and its partners seek opportunities to remedy administrative shortcomings and improve procedures.

**Service Delivery**

a. The Area Agency on Aging manages and maintains the Assessed Priority Consumer List.
b. Service delivery conforms to the requirements of state laws, executed contracts, notices of instruction and the DOEA Program and Services Handbook.
c. Consumers are served in order of their priority scores determined by the DOEA's 701A and 701B assessments.
d. Older Americans Act consumers are served in accordance with targeting criteria as described in the Handbook.
e. Program reporting is submitted timely and accurate as required by contracts and the Handbook

**Fiscal**

1. Contract funds are expended in programs for which they were authorized and appropriated by state law.
2. Program budgets adjust to meet the needs of consumers with the highest priority scores.
3. Care plans are carefully monitored to maximize contract funds.
4. Consumer program enrollments are restricted within the limits of program funding.
5. The Area Agency on Aging and its partners establish and maintain controls that ensure transparent accountability for contract funds and budgets at all times.
6. Fiscal reporting is submitted timely and accurately as scheduled.

### C. Clients to be Served

#### 1. General Description

The ADI Program addresses the special needs of individuals with AD or other related disorders, and their caregivers.

#### 2. Client Eligibility

Clients eligible to receive services under this Agreement must:

**a.** Be 18 years of age or older and have a diagnosis of AD or a related disorder, or be suspected of having AD or a related disorder; or
**b.** If enrolled in Specialized Alzheimer's Services Adult Day Care, be a participant who has a documented diagnosis of Alzheimer's disease or a dementia-related disorder (ADRD) from a licensed physician, licensed physician assistant, or a licensed advanced registered nurse practitioner: and
**c.** Clients cannot be dually enrolled in the ADI Program and any Medicaid capitated long-term care program.

#### 3. Targeted Groups

Priority for services under this Agreement will be given to those eligible persons assessed to be at risk of placement in an institution.

#### 4. Client Determination

The Department shall have final authority for the determination of client eligibility.

## II. MANNER OF SERVICE PROVISION

### A. Service Tasks

To achieve the goals of the ADI Program, the Provider shall perform, or ensure that its subcontractors perform,

the following tasks:

1. **Client Eligibility Determination**
   The Provider 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. **Assessment and Prioritization of Service Delivery for New Clients**
   The Provider shall ensure the following criteria are used to prioritize new clients in the sequence below for service delivery. It is not the intent of the Agency to remove existing clients from services to serve new clients being assessed and prioritized for service delivery. Additionally, intake assessments and prioritization of service delivery for new clients shall be accomplished in accordance with the Area Agency on Aging of Palm Beach/Treasure Coast Consumer Activation Protocols which are incorporated in this Agreement by reference.

   **a.** Imminent Risk individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within a month or very likely within three (3) months.

   **b.** Service priority for individuals not included above, regardless of referral source, will be determined through the Department's functional assessment administered to each applicant, to the extent funding is available. The Contractor shall ensure that priority is given to applicants at the higher levels of frailty and risk of nursing home placement.

3. **Program Services**
   The Provider shall ensure the provision of program services is consistent with the Provider's current Service Provider Application, as updated and approved by the Agency, and the current DOEA Programs and Services Handbook.

**B. Use of Subcontractors**

Use of a subcontractor for Case Management or Case Aid services is prohibited. If this Agreement involves the use of a subcontractor or third party, then the Provider 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 Provider shall notify the Program Compliance/Quality Assurance Monitor and the Agency's Chief Financial Officer in writing of such delay.

The Provider shall not permit a subcontractor to perform services related to this Agreement without having a binding subcontractor agreement executed before the subcontractor performs such services. The Agency will not be responsible or liable for any obligations or claims resulting from such action.

1. **Copies of Subcontracts**
   The Provider shall submit a copy of all subcontracts to the Program Compliance/Quality Assurance Monitor within thirty (30) days of the subcontract being executed.

2. **Monitoring the Performance of Subcontractors**
   The Provider shall monitor, at least once per fiscal year, each of its subcontractors, sub-recipients, vendors, and/or consultants paid from funds provided under this Agreement. The Provider shall perform fiscal, administrative and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance and compliance with applicable state and federal laws and regulations. The Provider shall monitor to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods, and all other performance goals stated in this Agreement are achieved.

3. **Copies of Subcontractor Monitoring Reports**
   The Provider shall forward a copy of all subcontractor Monitoring Reports to the Agency's Contract

Manager during the Annual Quality Assurance Review. The Provider shall also provide copies of such reports at any other time upon the Agency's written request.

**C. Staffing Requirements**

**1. Staffing Levels**

The Provider shall assign its own administrative and support staff as necessary to meet the obligations of this Agreement and shall ensure that subcontractors dedicate adequate staff accordingly.

**2. Professional Qualifications**

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

**3. Service Times**

The Provider shall ensure the availability of the services listed in this Agreement at times appropriate to meet client service needs, at a minimum during normal business hours, or as otherwise specified in proviso or the Provider's approved service provider application. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

**D. Service Location and Equipment**

**1. Service Delivery Location**

Services will be provided as needed in locations determined by the Provider to best meet clients' immediate needs. For Adult Day Care, Adult Day Health Care, Respite (Facility-Based), and Respite (In-Facility, Specialized Alzheimer's Services), the Provider must notify the Program Compliance/Quality Assurance Monitor in writing a month prior to the anticipated closure of a site. The notification must include the Provider's plans for continuation of services for the clients where the site is closing.

**2. Changes in Location**

The Provider shall notify the Agency in writing a minimum of one (1) week prior to making changes in location that will affect the Agency's ability to contact the Provider by telephone, facsimile, or email.

**3. Equipment**

The Provider shall be responsible for supplying, at its own expense, all equipment necessary for its performance under the contract including, but not limited to, computers, telephones, copiers, fax machines, maintenance, and office supplies.

**E. Deliverables**

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the tasks specified in this Agreement.

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

The Provider shall ensure the provision of a continuum of services addressing the diverse needs of individuals with AD and their caregivers. The Provider shall ensure performance and reporting of the following services in accordance with the Provider's current Agency-approved Service Provider Application, the current DOEA Programs and Services Handbook, which is incorporated by reference, and Section II.A.1-3 of this Agreement. 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 continuum of services provided under this Agreement include those identified by the following service categories:

**a. Respite and Other Services**

(1) Caregiver Support Groups;

(2) Caregiver Training/Support;

(3) Case Aide;

(4) Case Management;

(5) Counseling (Gerontological);

(6) Counseling (Mental Health/Screening);

(7) Education/Training;

(8) Emergency Home Delivered Shelf Meals;

(9) Home Delivered Meals;

(10) Homemaker;

(11) Housing Improvement;

(12) Intake;

(13) Material Aid;

(14) Other Services;

(15) Personal Care;

(16) Respite (In-Facility);

(17) Respite (In-Facility, Specialized Alzheimer's Services);

(18) Respite (In-Home);

(19) Shopping Assistance;

(20) Specialized Medical Equipment, Services, and Supplies;

(21) Telephone Reassurance; and

(22) Transportation.

For a comprehensive table of additional and allowable services under ADI refer to the current DOEA Programs and Services Handbook.

**b. Memory Disorder Clinics (MDCs)**

The Provider shall maintain coordination with the MDCs, the Alzheimer's Disease and Related Disorders Research Brain Bank (Brain Bank), and all other components of the Alzheimer's Disease Initiative, as well as Silver Alert, in the designated PSA. In accordance with s. 430.5025, F.S., the MDCs shall provide three (3) hours of annual in-service training to all respite, in-facility respite, and adult day care center staff within their designated service areas in person or virtually. MDCs shall plan and develop service-related research projects with adult day care centers and respite providers. The Provider shall respond to requests for statistical data concerning its consumers, based on information requirements of the MDCs and the Brain Bank, and assist the MDCs in carrying out Silver Alert Protocols established by the DOEA.

**2. Consumer Choice**

The Agency is committed to providing redundancy of services in preparation for disaster/emergency situations. For this reason, the Provider must have vendor agreements with no less than two vendors for each service it

provides (except for Legal Assistance, Adult Day Care, Case Aid and Case Management services). If the Provider is unable to meet this requirement, the Provider must document the reason why as well as stipulate plans for complying with this requirement. **Any services where there are less than two vendors must be identified and documented to the Program Compliance/Quality Assurance Monitor within thirty (30) days of the execution of this Agreement.**

**3. Services and Units of Services**

The Provider shall ensure that the provision of services described in the Agreement is in accordance with the current DOEA Programs and Services Handbook and the service tasks described in Section II.A. Attachment XIII lists the services that can be performed, the approved rates, the method of payment, and the service unit type. Units of service will be paid pursuant to the rate established in the Provider's Service Provider Application as updated, as shown in the Service Rate Report, and approved by the Agency.

**E. Reports**

The Provider shall respond to additional routine or special requests for information and reports required by the Agency in a timely manner as determined by the Program Compliance/Quality Assurance Monitor. The Provider shall establish reporting due dates for any subcontractors that permit the Provider to review and validate the data, and meet the Agency's reporting requirements.

**1. Service Provider Application Update and All Revisions Thereto**

The Provider is required to submit an annual Service Provider Application update based on Agency instructions for updating programs and unit costs. The Provider may also be required to submit revisions to the Service Provider Application as instructed by the Agency.

**2. eCIRTS Reports**

Provider shall ensure timely input of program-specific data into eCIRTS. To ensure eCIRTS data accuracy, the Provider shall use eCIRTS-generated reports which include the following:

**a.** Client Reports;

**b.** Monitoring Reports;

**c.** Services Reports;

**d.** Miscellaneous Reports;

**e.** Fiscal Reports;

**f.** Aging and Disability Resource Center Reports; and

**g.** Outcome Measurement Reports.

To ensure eCIRTS data integrity, the following timeframes are required for entering data into eCIRTS:

- eCIRTS Enrollment Screen reflects ACTV – Within 10 working days
- eCIRTS Enrollment Screen reflects appropriate termination code no later than 30 days after services ceased
- Assessments – Within 30 days of Assessment Date
- Care Plans – Within 30 days of Care Plan Date
- Received Services – For those services allowing monthly aggregate reporting with zero unit entry required annually, the Provider must upon enrollment or first actual date of service, but no later than 30 days after ACTV enrollment date, complete the zero unit entry.

Failure to ensure the collection and maintenance of the eCIRTS data may result in the Agency exercising any rights or remedies available under this Agreement, including, but not limited to, assessment of financial consequences, delaying or withholding payment until the problem is corrected, or termination of the Agreement.

At a minimum, the Provider must run quarterly eCIRTS cleanup reports, complete necessary eCIRTS data cleanup, and submit the Program Income data as directed by the Agency or Department. The Provider must also submit a confirmation to the Agency once these efforts are completed.

**3. Unit Cost Methodologies**

The Provider shall annually submit to the Agency its Unit Cost Methodology, which reflects the actual costs of providing each service by program.

**4. Surplus/Deficit Reports**

The Provider shall submit a consolidated surplus/deficit report in a format provided by the Agency to the Agency's Program Compliance/Quality Assurance Monitor by the 15th of each month. The report must include the following:

a) The Provider's detailed plan on how the surplus or deficit spending exceeding the threshold specified by the Department will be resolved;
b) Recommendations to transfer funds to resolve surplus/deficit spending;
c) Input from the Provider's Board of Directors on resolution of spending issues, if applicable;

At a minimum, the detailed plan regarding a surplus must explain the number of clients the Provider intends to add to the program, the current required monthly expenditures for the program, the current number of active clients in the program, the calculation of the average cost per client, and the timeframe for adding the clients. The detailed plan for addressing a deficit must specify the estimated dollar amount of attrition/month/client and/or other known causes for decreases in the projected monthly cost/client.

The Provider shall promptly respond to surplus/deficit inquiries and must provide ad-hoc reports as requested by the Agency.

**5. Co-Pay Collections Report**

The Provider shall submit a consolidated annual co-payment collections report to the Agency Fiscal Manager by August 5th, of each year, using Attachment XIV.

**6. Program Highlights**

The Provider shall submit Program Highlights referencing specific events that occurred in SFY/FFY 2027-2028 by August 15th, 2028. The Provider shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Provider shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight. The Provider shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Agency. These Program Highlights shall be prepared in accordance with Paragraph 18 of the Agreement and may not contain any information concerning a recipient of services under this Agreement except with the recipient's written consent.

**F. Records and Documentation**

**1. Requests for Payment.**

The Provider shall maintain documentation to support payment requests that shall be available to the Agency or authorized individuals or entities, such as the Department or Department of Financial Services, upon request.

**2. eCIRTS Address Validation**

The Provider shall work with the Agency to ensure 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 these can be mapped. The Provider will receive a list of unmatched addresses that cannot be mapped and the Provider will be responsible for working with the Agency to correct addresses. The Agency will send a list to the Department with confirmed addresses. The Department will use this information to update maps, client rosters, and unmatched addresses to disseminate to the Agency to be forwarded to Lead Agencies.

**3. eCIRTS Data and Maintenance**

The Provider shall ensure, on a monthly basis, collection and maintenance of client and service information in eCIRTS or any such system designated by the Agency. Maintenance includes accurate and current data, and valid exports and backups of all data and systems according to Agency standards.

**4. Data Integrity and Back up Procedures**

Each Provider and subcontractor shall anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of provider functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. A copy of the backed up data shall be stored in a secure, offsite location.

**5. Policies and Procedures for Records and Documentation**

The Provider 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 Agency upon request.

## G. Performance Specifications

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

The Provider must:

**a.** Ensure the prioritization of clients and provision of services to clients in accordance with Section II.A.1-3. of this Agreement;

**b.** Ensure the provision of the services described in this Agreement are in accordance with the current DOEA Programs and Services Handbook and Section II.D of this Agreement;

**c.** Timely and accurately submit to the Agency all required documentation and reports described in Section II.E.; and

**d.** Timely (in accordance with Attachment IX) and accurately submit Attachments XI and XII, and supporting documentation, to the Agency.

**2. Annual Programmatic Monitoring Report**

The Provider's performance of the measures in Section II.G.1., above, will be reviewed and documented in the Agency's Annual Programmatic Monitoring Report.

**3. Monitoring and Evaluation Methodology**

The Agency will review and evaluate the performance of the Provider under the terms of this Agreement. Monitoring shall be conducted through direct contact with the Provider through telephone, in writing, and/or on-site visit(s). The primary, secondary, or signatory of the contract must be available for any on-site programmatic monitoring visit. The Agency's determination of acceptable performance shall be conclusive. The Provider agrees to cooperate with the Agency in monitoring the progress of completion of the service tasks and deliverables. The Agency 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 Agency.

### H. Provider Responsibilities

#### 1. Provider Accountability

All service tasks and deliverables pursuant to this Agreement are solely and exclusively the responsibility of the Provider and are tasks and deliverables for which, by execution of this Agreement, the Provider agrees to be held accountable.

The Provider must identify a minimum of two point persons who will serve as the Provider's in-house consultants on the DOEA Programs and Services Handbook, Notices of Instruction, and all provisions of this Agreement. These persons must be responsible for providing in-house training and technical assistance and must be accessible by the Agency's Fiscal and Consumer Care and Planning staff in a timely manner. Their names and contact information should be listed in Section 53.d of the Standard Agreement.

#### 2. Coordination with Other Providers and/or Entities

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

### I. Agency Responsibilities

#### 1. Agency Obligations

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

#### 2. Agency Determinations

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

## III. *METHOD OF PAYMENT*

### A. General Statement of Method of Payment

This is a fixed rate for services Agreement. The Agency agrees to pay for contracted services according to the terms and conditions of this Agreement in an amount not to exceed the Total Agreement Amount in Section 4 of the Standard Agreement.

The Provider agrees to distribute funds as detailed in the Budget Summary, Attachment X to this Agreement. Any changes in the total amounts of the funds identified on the Budget Summary form require an Agreement amendment. Any adjustment to the approved annual supporting budget schedule must be identified on the

monthly invoice of the month the adjustment occurred. A revised supporting budget schedule is not required unless the changes impact the Budget Summary, Attachment X to this Agreement.

**1. Advance Payments**

a. The Provider may request a (1) month advance at the start of the agreement period to cover program administrative and service costs. Advance payments may only be requested by not-for-profit entities. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department by the State of Florida (budget release). The Provider's requests for advance payments require the written approval of the Agency Fiscal Manager. For the advance request, the Provider shall provide to the Agency's Fiscal Manager documentation justifying the need for an advance and describing how the funds will be distributed for the first month. The Agency will issue an approved advance payment after July 1st of the contract year only if: (i) sufficient budget is available; (ii) the Agency's Fiscal Manager, in his or her sole discretion, has determined there is justified need for an advance; and (iii) the Agency's Chief Financial Officer approves the advance.

b. All advance payments made to the Provider shall be returned to the Agency as follows: at least one-tenth of the Advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number three, in accordance with the Invoice Report Schedule, ATTACHMENT IX to this Agreement.

c. The Provider may temporarily place advance funds in a FDIC insured interest bearing account. All interest earned on Agreement fund advances must be returned to the Agency within thirty (30) days of the end of each quarter of the Agreement period.

**B. Method of Invoice Payment**

a. Invoice Submittal and Requests for Payment
The Provider shall submit requests for payment to the Agency on Agency-approved forms. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on Agency forms. The due date for the request for reimbursement and report(s) shall be not later than the 10th day of the month subsequent to the month being reported.

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

c. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in ATTACHMENT X, Budget Summary. Any changes in the amounts of federal or general revenue funds identified in ATTACHMENT X, Budget Summary require an Agreement amendment.

**C. Payment Withholding**

Any payment due by the Agency under the terms of this Agreement may be withheld pending the receipt and approval by the Agency of all financial and programmatic reports due from the Provider and, any adjustments thereto, including any disallowances.

**D. Date for Final Request for Payment**

The final request for payment is due to the Agency not later than August 5th, 2028.

**E. eCIRTS Data Entries for Providers**

The Provider will enter all required data for clients and services in the eCIRTS database per the current DOEA Program and Services Handbook and the DOEA eCIRTS User Manual – Aging Provider Network users (located

in Documents on the eCIRTS Enterprise Application Services). Data must be entered into eCIRTS before the Provider submits their request for payment and expenditure reports to the Agency. eCIRTS data for services received must be entered into eCIRTS by the 10th day of the month subsequent to the month in which the services were delivered. Services entered after this date will not be reimbursed. When a client's services are terminated, the Provider must ensure that all invoices are received from subcontractors and/or vendors no later than 30 days after services stopped. Once entered into eCIRTS, received services cannot be changed from one DOEA funding source to another DOEA funding source.

**F. Subcontractors' Monthly eCIRTS Reports**

1. The Provider shall run monthly eCIRTS reports and to verify that client and service data in the eCIRTS is accurate. This report must be submitted to the Agency with the monthly Request for Payment and Receipt and Expenditure Report and must be reviewed by the Agency before the request for payment and expenditure reports can be approved by the Agency.

2. The eCIRTS report to be submitted to the Agency is "Service Reported by Program and Service Report". This report is to be run MTD, which will reflect the service period and YTD run from beginning of the Agreement period through the last day of the service period.

**G. Consequences for Deficiencies in Performance and Non-Compliance**

This Agreement contains numerous performance requirements that on the whole indicate the Provider's relative degree of success in achieving quality contract administration and service delivery. It is the obligation of the Agency to assist the Provider in attaining its highest level of quality performance. Thus, it is the expectation of the Agency that when deficiencies in the performance are observed, the Agency will communicate such observations to the Provider and that the Provider in turn will act to remedy the deficiency within the required time frame. Key performance issues include, but are not restricted to, timely report submission in accordance with Attachment IX to this Agreement; accurate eCIRTS data entry; timely response to APS high risk referrals; adherence to DOEA nutrition program standards; performance specifications outlined in Section II.G of Attachment I, accurate completion of program-required forms; collection of co-payments as required; accurate maintenance of client case files; and submission of corrective action plans as may be required following monitoring examinations or the Provider's required annual audit.

The Agency may, in its sole discretion, utilize the below progressive sanction process in response to repeated or uncorrected performance deficiencies during the Agreement period. The use of this process is permissive and shall not limit or waive any other rights or remedies available to the Agency under this Agreement or at law or in equity.

First Sanction: A written corrective action instruction is issued to the Provider's chief executive officer. The corrective action must be timely completed and acceptable to the Agency. Failure to comply may result in the Provider's payments being held until compliance is achieved. Once achieved, payments would be released.

Second Sanction: If any previously reported program deficiencies continue and program performance is considered unsatisfactory. Funds withheld will be <u>permanently</u> retained for distribution to other providers in the network. Once the Provider becomes fully compliant, then payments can restart but the Provider will <u>not</u> recover any of the permanently retained payments.

Third Sanction: The Agreement is terminated as described in Section 51.

Nothing in this section shall be construed to require the Agency to apply progressive sanctions prior to exercising any other contractual remedy, including immediate suspension, withholding of payment, or termination, particularly in cases involving material breach, egregious misconduct, fraud, threats to health or safety, misuse of funds, or other circumstances warranting immediate action.

**H. Financial Consequences**

The Provider shall ensure the provisions of services in accordance with the Service Provider Applications as updated and within the Agreement amount. The Provider shall ensure expenditure of 100% of the Agreement amount budgeted for services to clients at the unit rates established in this Agreement. In the event the Provider has a surplus of 10% or more at the end of the Agreement term the Agency may reallocate the budget for the next year of the Agreement term to other providers found to be serving clients to the fullest extent of their allocation budgets. If, or to the extent, there is any conflict, between this paragraph and paragraph 38, this paragraph shall have precedence.

Provider acknowledges that the Agency's contract with the Department authorizes the Department to assess monetary penalties against the Agency for nonperformance, untimely submissions, failure to correct deficiencies, or other contractual noncompliance. Such penalties may include reductions in the Agency's current year administration costs in the following amounts: Fifty Dollars ($50) per business day for 1 to 30 business days late; Seventy-Five Dollars ($75) per business day for 31 to 60 business days late; One Hundred Dollars ($100) per business day for 61 to 90 business days late; and Two Hundred Dollars ($200) per business day for each business day thereafter until the deficiency is corrected.

In the event the Agency receives a written notice of consequences attributed in whole or in part to the Provider's act, omission, delay, failure, or other breach of this Agreement or applicable law, the Agency shall provide written notice to the Provider. To the extent any such penalty or other monetary assessment is imposed upon the Agency by the Department, the Provider may be financially responsible to the Agency for the full amount of such penalty attributable to Provider's conduct.

The Agency may recover such amounts by invoice, demand for payment, offset against amounts otherwise due to Provider under this Agreement, or any other remedy available at law or in equity. Provider's obligation under this provision shall survive termination of this Agreement.

Nothing herein shall be construed to make Provider responsible for penalties arising solely from the Agency's independent acts or omissions.

## IV. *SPECIAL PROVISIONS*

**A. Final Budget and Funding Revision Requests**

Final requests for budget revisions or adjustments to Agreement funds based on expenditures for provided services must be submitted to the Agency's Fiscal Director in writing no later than June 30th of each year; email requests are considered acceptable.

**B. Provider's Financial Obligations**

**1. Cost Sharing and Co-Payments**

Pursuant to Section 430.204(8), F.S., and Rule 58C-1.007, F.A.C., the dollar amount for co-payments associated with any Alzheimer's Disease Initiative programs must be calculated by applying the current federal poverty guidelines published by the U.S. Department of Health and Human Services.

a. No co-payments will be assessed on a client whose income is at, or below, the federal poverty level (FPL) as established each year by the U.S. Department of Health and Human Services.
b. No client may have their services terminated for inability to pay their assessed co-payment. The Provider must establish procedures to remedy financial hardships associated with co-payments and ensure there is no interruption in service(s) for inability to pay. If a client's co-payment is reduced or waived entirely, a written explanation for the change must be placed in the client file.

**3. Use of Service Dollars/Pre-Enrollment List Management**

The Provider is expected to spend all funds provided by the Agency for the purpose specified in this Agreement. For each program managed by the Provider, the Provider must manage the service dollars in such a manner so as to avoid having a pre-enrollment list and a surplus of funds at the end of the Agreement period. If the Agency determines that the Provider is not spending service funds accordingly, the Agency may transfer funds to other providers during the Agreement period and/or adjust subsequent funding allocations accordingly, as allowable under federal and state law. The Agency reserves the right to redirect funding throughout the area in order to serve consumers that are at greatest risk of institutional placement, irrespective of CCSA boundaries. The providers are therefore urged to outreach consumers in greatest need in the CCSA's.

**C. Remedies for Nonconforming Services**

**1.** The Provider shall ensure that all goods and/or services provided under this Agreement 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 Provider fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Agreement. In addition, any nonconforming goods and/or services not meeting such standards will not be reimbursed under this Agreement. The Provider's signature on the Request for Payment Form certifies maintenance of supporting documentation and acknowledgement that the Provider shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Agency requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

**D. Investigation of Criminal Allegations:**

Any report that implies criminal intent on the part of the Provider or any subcontractors and that is referred to a governmental or investigatory agency must be sent to the Agency. If the Provider has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Provider shall notify the CEO at the Agency immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Provider or subcontractors, must be sent to the Agency CEO as well as to the Department's Inspector General with a summary of the investigation and allegations.

**E. Volunteers:**

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

**F. Enforcement:**

1. The Provider shall comply with all the terms and conditions set forth in this Agreement, the RFP pursuant to which this Agreement was awarded (unless superseded by new provisions in Agreement, the Service Provider Application, the ADRC Access Point Agreement, Area Agency on Aging of Palm Beach/Treasure Coast Consumer Program Activation Protocols, and the current Department of Elder Affairs Programs and Services Handbook). The Provider is also responsible for responding to any fiscal or programmatic monitoring items/issues within the timeframe specified by the Agency. Monitoring items/issues may include corrective actions, reportable conditions or quality improvement recommendations provided by the Agency. The Provider is also responsible for providing timely response to any inquiry related to program expenditures including, but not limited to, addressing program surplus or deficit and corresponding program spend-out plans.

   The Agency may take intermediate measures against the Provider, including: corrective action, unannounced

special monitoring, temporary assumption of the operation of one or more programs, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for deficiencies or nonperformance, or other appropriate actions if the Agency finds that:

**a.** An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of services covered pursuant to this Agreement.

**b.** The Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.

**c.** The Provider has committed multiple or repeated violations of legal and regulatory requirements, regardless of whether such laws or regulations are enforced by the Agency or Department, or the Provider has committed multiple or repeated violations of Agency or Department standards.

**d.** The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency.

**e.** The Provider has failed to adhere to the terms of this Agreement.

**f.** The Provider has failed to properly determine client eligibility as defined by the Agency or efficiently manage program budgets.

**g.** The Provider has failed to implement and maintain a Agency-approved client grievance resolution procedure.

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

**G. Rate Increase Thresholds**

**1.** For Proposed Rate Increases that are up to 5% of the Agency's approved rates with DOEA:

**a.** The Provider shall follow the Agency's existing rate review and approval process which at a minimum includes:

**i.** A detailed written justification from the 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 Agency to review, identifying the service or commodity component(s) that are increasing Provider service costs.

**ii.** A current rate and a requested rate unit cost methodology. (Attachment VI)

**2.** For Proposed Rate Increases Exceeding 5% of the Agency's approved rates with DOEA:

**a.** For proposed rate increases of 5.01% or greater of the Agency's approved rates with DOEA, the requirements detailed in i. and ii. above shall apply PLUS sections i., below.

**i.** Proposed Rate Increases of 5.01% or greater of the Agency's approved rates with DOEA must provide the following additional information:

**(1)** The 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 of the Agency's approved rates with DOEA have been explored and rejected.

**(2)** DOEA Contract Managers may request additional information from the Service Provider via the Agency.

3. No additional services may be added or rates increased before October 1, 2027.

4. Service Providers cannot add new services unless approved in advance by both the Agency and DOEA.

Note: All rate increase thresholds mentioned in the above language are cumulative from the Agency rate at the time of contract execution.

**H. Access Control**

The Provider shall ensure an appropriate level of data security for the information the Provider is collecting or using in the performance of this Agreement. An appropriate level of security includes approving and tracking all Provider 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 to the Agency for eCIRTS access along with the roles they will need. To safeguard collected data, the Provider will be responsible for requesting user access to be removed by the Agency from all users that no longer have a necessity to access eCIRTS due to updated job duties, voluntarily separates, or involuntarily separates from the Provider as soon as possible, no later than 5 calendar days after separation. As an added protection, the Provider will receive quarterly reports from the Agency to review users with access to eCIRTS and will report back to the Agency any users that have been missed and need to have their access removed. The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Provider shall ensure all subcontractors maintain written procedures for computer system backup and recovery. The Provider shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements prior to the execution of this Agreement.

**ATTACHMENT II**
**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Department to the Provider may be subject to audits and/or monitoring by the Department of Elder Affairs, 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 Agreement, the Provider 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 Provider is appropriate, the Provider agrees to comply with any additional instructions provided by the Department to the Provider regarding such audit. The Provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**
**PART I: FEDERALLY FUNDED**

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

In the event that the Provider expends $1,000,000.00 or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the Agency by this Agreement. In determining the federal awards expended in its fiscal year, the Provider shall consider all sources of Federal awards, including federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Provider expends less than $1,000,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Provider expends less than $1,000,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Agency shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit report with reference to the Department of Elder Affairs agreement involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with the Agency in effect during the audit period. For local government 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 Provider'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 Provider'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 Agreement as outlined throughout this document and pursuant to law.

**PART II: STATE FUNDED**

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

In the event that the Provider expends a total amount of state financial assistance equal to or in excess of $750,000.00 in any fiscal year of such provider, the Provider 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through the Agency by this Agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Agency, 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 Provider 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 Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Provider expends less than $750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Provider expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 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 Provider resources obtained from other than State entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department shall be fully disclosed in the audit report with reference to the Department agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department in effect during the audit period. For local government 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 Provider'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 Provider'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 Agreement 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 Provider directly to each of the following:

The Area Agency on Aging of Palm Beach/Treasure Coast, Inc. at the following address:

Area Agency on Aging of Palm Beach/Treasure Coast, Inc.
Attention: Chief Financial Officer or designee
701 Northpoint Parkway, Suite 115
West Palm Beach, Florida 33407

Pursuant to 2 CFR §200.512, the reporting package and the data collection form must be submitted electronically to the Federal Audit Clearinghouse.

**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 provider shall submit a copy of any management letter issued by the auditor, to the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. at the following address:

Area Agency on Aging of Palm Beach/Treasure Coast, Inc.
Attention: Chief Financial Officer
701 Northpoint Parkway, Suite 115
West Palm Beach, Florida 33407

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

The Auditor General's Office at the following address:

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

**PART IV: RECORD RETENTION**

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

**ATTACHMENT II**
**EXHIBIT 1**

## PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Providers 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. Providers 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, providers 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, FAC, Provider has been determined to be:

____ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.
__X__ 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 Provider 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.** Providers 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).
**For funding passed through U.S. Health and Human Services, 45 CFR Part 75.

**STATE FINANCIAL ASSISTANCE.** Providers 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 and 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.

**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 PROVIDER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

| **GRANT AWARD (FAIN#):** | | **FEDERAL AWARD DATE:** | |
|---|---|---|---|
| **DUNS NUMBER:** | | | |
| **PROGRAM TITLE** | **FUNDING SOURCE** | **CFDA** | **AMOUNT** |
| | | | |
| | | | |
| | | | |
| **TOTAL FEDERAL AWARD** | | | |

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

**FEDERAL FUNDS:**
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**2. STATE RESOURCES AWARDED TO THE PROVIDER PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS**

| **PROGRAM TITLE** | **FUNDING SOURCE** | **CFDA** | **AMOUNT** |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| **TOTAL STATE AWARD** | | | |

**STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.**

| **PROGRAM TITLE** | **FUNDING SOURCE** | **CSFA** | **AMOUNT** |
|---|---|---|---|
| **Alzheimer's Disease Initiative** | **General Revenue** | **65.002-65.004** | **$xxx,xxx.xx** |
| | | | |
| | | | |
| | | | |
| **TOTAL AWARD** | | | |

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT 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.

**ATTACHMENT III**
**CERTIFICATIONS AND ASSURANCES**

Agency will not award this contract unless Provider completes this CERTIFICATIONS AND ASSURANCES. In performance of this contract, Provider provides the following certifications and assurances:

- **A.** **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- **B.** **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- **C.** **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- **D.** **Certification Regarding Public Entity Crimes, 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**
- **K.** **PUR Form 2024**

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

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

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

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

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

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I – financially assisted program or activity, and to all contracts Provider makes to carry out the WIA Title I – financially assisted program or activity.
   Provider understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

   The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, 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.**

Provider hereby certifies that neither it, nor any person or affiliate of Provider, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.
Provider understands and agrees that it is required to inform DOEA immediately upon any change of circumstances regarding this status.

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

As a condition of the Contract, Provider assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, 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., Provider hereby certifies that it has not been placed on the Scrutinized Companies or other Entities 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., Provider 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.

Provider understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Agency terminating this contract and the submission of a false certification may subject Provider to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

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

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

1. The Provider and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Provider, Subcontractors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Providers will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Provider and any Subcontractors 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, Provider certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Provider 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 Provider shall require that the language of this certification be included in all sub-agreements, sub-grants, and other

agreements/contracts and that all Subcontractors 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 Provider agrees to make available to Department staff and/or any party designated by the Department any and all contract related records and documentation. The Provider shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the 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, Provider agrees to indemnify and hold harmless the Agency and the Department for any costs incurred by the Agency or the Department and any attorneys' fees assessed or awarded against the Agency or Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
   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.

## K. FORM PUR 2024

When executing, renewing, or extending this Agreement, the Provider must complete and return to the Agency the applicable portions of Form PUR 2024 attached in the link below.

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

Part A: Use of Coercion for Labor and Services. Whenever executing, renewing, or extending this Agreement, the Provider must complete and return Part A, attesting that it does not use coercion for labor or services as defined in section 787.06, F.S.

Part B: Provision of Commodities Produced by Forced Labor. If applicable, a member of the Provider's senior management must complete and return Part B.

By signing below, the Provider agrees to include all relevant certification and assurance provisions (A–K) in any related subcontract agreements, as applicable. The Provider certifies that the representations set forth in Sections A through K above are true and correct; and the Provider attests that, if applicable, records related to the payment of dues or membership contributions by the Agency will be made available for inspection, as stated above.

By signing below, Provider certifies that the representations set forth in parts A through K above are true and correct.

| | |
|---|---|
| | |
| Signature and Title of Authorized Representative | Street Address |
| | |
| Provider Date | City, State, Zip code |

## 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),

**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 CFR. 900, Subpart F).

6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and §§ 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction 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, as amended (42 U.S.C. § 300F et seq.); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (16 U.S.C. §§ 1531-1544).

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** | **TITLE** |
|---|---|
| **APPLICANT ORGANIZATION** | **DATE SUBMITTED** |

## ATTACHMENT V
## FLORIDA DEPARMENT 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 the Agency? **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** ☐

**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 NO* |
| Program Office | *Notice of Corrective Action Sent ____/_ /_ _ |
| Date | Telephone Response Due /_ /_ |
| On-Site Desk Review | Response Received ____/_ _/_ _ |

**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 DOEA Recipients and their Sub-grantees. 45 CFR § 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. 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, 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 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 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, brailed 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**

**SIMPLIFIED UNIT COST METHODOLOGY RATE INCREASE REQUEST FORM**

FLORIDA DEPARTMENT OF ELDER AFFAIRS
SIMPLIFIED UNIT COST METHODOLOGY
RATE INCREASE REQUEST
BUDGET YEAR:
RECIPIENT NAME:

PRIOR YEAR RATE:

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

# ATTACHMENT VII
# DEPARTMENT OF ELDER AFFAIRS
## BACKGROUND SCREENING
## ATTESTATION OF COMPLIANCE - EMPLOYER

**ALL EMPLOYERS are required to submit an annual attestation of compliance with the provisions of chapter 430 and 435, Florida Statutes.**

Section 435.05(3), Florida Statutes, requires each employer licensed or registered with the Department of Elder Affairs (DOEA) to conduct Level 2 background screening and to submit to the agency annually or at the time of license renewal, under penalty of perjury, a signed attestation attesting to compliance with the provisions of that chapter.

The Level 2 background screenings are required for all programs administered by the Department, including but not limited to, Area Agencies on Aging / Aging and Disability Resource Centers, Public and Professional Guardians, Long-Term Care, Lead Agencies, and Service Providers that contract directly or indirectly with the DOEA, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider.

A direct service provider is defined as

> "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, and 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), Florida Statutes.

The following is an example attestation that complies with this requirement

**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)

declare that I have read the following and that the facts stated in it are true and I 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 the Level 2 background screening.

_____ _____
Signature of Employer Representative Date

**ATTACHMENT VII-A**
**DEPARTMENT OF ELDER AFFAIRS**

**ALL USERS are required to annually submit this form attesting to compliance with the provisions of the Background Screening Provider User Registration Agreement and chapter 435, Florida Statutes to doeanetwork@elderaffairs.org.**

## ATTESTATION OF COMPLIANCE – BACKGROUND SCREENING PROGRAM USER

Each person with access to the Care Provider Background Screening Clearinghouse must abide by the following:

- I will not disclose or lend my USER ID AND/OR PASSWORD to anyone. They are for my use only and will serve as my "electronic signature." This means that I may be held responsible for the consequences of unauthorized or illegal transactions.
- I will not browse or use this information for unauthorized or illegal purposes.
- I will not make any disclosure of this data that is not specifically authorized.
- I will not intentionally cause corruption or disruption of these files.

If I become aware of any violation of these security requirements or suspect that someone may have used my User ID or Password, I will immediately report that information to the Department of Elder Affairs (DOEA) Background Screening Coordinator at (850) 414-2093.

I understand that as a user of the Background Screening Program, I assert that I am authorized to submit electronic requests, retrieve screening results, and maintain employment status on behalf of the provider listed below.

By accessing this system, I agree to follow the Agency for Health Care Administration's policies regarding acceptable use and protection of confidential information. By submitting electronic requests, I am affirming that the information contained in the request is true and the results received will be used only for determining employment eligibility in accordance with the applicable Florida Statutes.

In accordance with section 435.11(1)(b), Florida Statutes, it is a misdemeanor of the first degree to use records information for purposes other than screening for employment or release records information to other persons for purposes other than screening for employment.

DOEA Form 238, Attestation of Compliance – Background Screening Program User, Effective July 1, 2024. Form available at https://elderaffairs.org/about-us/background-screening/background-screening-clearinghouse-training-accessingthe-clearinghouse/

## ATTESTATION

As an employee of: _____
(Name of Employer)

Located at: _____
Street address City State Zip Code

Under penalty of perjury, I, _____
(Name of Employee who has Signed the Provider User Registration Agreement)

hereby swear or affirm that I understand and that I am in compliance with the provisions of Background Screening Provider User Registration Agreement and chapter 435, Florida Statutes.

_____ _____
Signature of Employee Date



DOEA Form 238, Attestation of Compliance – Background Screening Program User, Effective July 1, 2024. Form available at https://elderaffairs.org/about-us/background-screening/background-screening-clearinghouse-training-accessingthe-clearinghouse/

**ATTACHMENT VIII**

**CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES (CMBE FORM)**

*CMBE FORM MUST ACCOMPANY INVOICES SUBMITTED TO AGENCY*

**PROVIDER NAME:** _____

**DOEA CONTRACT NUMBER:** _____

***REPORTING PERIOD-FROM:** _____ **TO:** _____

***(DATE RANGE OF RENDERED SERVICES, MUST MATCH INVOICE SUBMITTED TO AGENCY)**

**DOEA CONTRACT MANAGER:** _____

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

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

| SUBCONTRACTOR NAME | SUB CO NTRACTOR' S FEID | CMBE | EXPENDITURES |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**DOEA USE ONLY -- REPORTING ENTITY (DIVISION, OFFICE, ETC)**

SEND COMPLETED FORMS VIA INTEROFFICE MAIL TO:
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.

https://osd.dms.myflorida.com/directories

*II. 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**
**INVOICE REPORT SCHEDULE**
**ALZHEIMER'S DISEASE INITIATIVE**

| Invoice # | Based On | Service Period | Due Date | eCIRTS Available until next Invoice Due Date |
|---|---|---|---|---|
| 1 | July Advance Invoice* | n/a | June 29 | n/a |
| 2 | July Invoice | 7/1-7/31 | August 10 | August 21 |
| | July Encumbrance Analysis Report | 7/1-7/31 | August 15 | |
| 3 | August Invoice | | September 10 | September 21 |
| | August Encumbrance Analysis Report | 8/1-8/31 | September 15th | |
| 4 | September Invoice | 9/1-9/30 | October 10 | October 21 |
| | September Encumbrance Analysis Report | 9/1-9/30 | October 15 | |
| 5 | October Invoice | 10/1-10/31 | November 10 | November 21 |
| | October Encumbrance Analysis Report | 10/1-10/31 | November 15 | |
| 6 | November Invoice | 11/1-11/30 | December 10 | December 21 |
| | November Encumbrance Analysis Report | 11/1-11/30 | December 15 | |
| 7 | December Invoice | 12/1-12/31 | January 10 | January 21 |
| | December Encumbrance Analysis Report | 12/1-12/31 | January 15 | |
| 8 | January Invoice | 1/1-1/31 | February 10 | February 21 |
| | January Encumbrance Analysis Report | 1/1-1/31 | February 15 | |
| 9 | February Invoice | 2/1-2/28 | March 10 | March 21 |
| | February Encumbrance Analysis Report | 2/1-2/28 | March 15 | |
| | Service Cost Report | 7/1-12/31 | March 15 | |
| 10 | March Invoice | 3/1-3/31 | April 10 | April 21 |
| | Encumbrance Analysis Report | 3/1-3/31 | April 15 | |
| 11 | April Invoice | 4/1-4/30 | May 10 | May 21 |
| | April Encumbrance Analysis Report | 4/1-4/30 | May 15 | |
| 12 | May Invoice | 5/1-5/31 | June 10 | June 21 |
| | May Encumbrance Analysis Report | 5/1-5/31 | June 15 | |
| 13 | June Invoice | 6/1-6/30 | July 10 | July 21 |
| | June Encumbrance Analysis Report | 6/1-6/30 | July 15 | |
| 14 | Final Invoice, Closeout Report and Annual Co-Pay Collection Report | 7/1-6/30 | August 5 | Closed August 5 |

**Note #1:** All advance payments made to the Provider shall be returned to the Agency as follows: one-tenth of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with Report 5.

**Note #2**: Submission of Invoices may or may not generate a payment request. If the Final Invoice reflects funds due back to the agency, payment is to accompany the invoice.

**ATTACHMENT X**

**ANNUAL BUDGET SUMMARY (2027-2028)**
**ALZHEIMER'S DISEASE INITIATIVE**

| | |
|---|---|
| **ADI Services and Case Management** | **$xxxxxxxx** |

## ATTACHMENT XI

**Contract:** **Invoice Number:**
**Provider:** **Month**
**Prepared by:**
**Date:**

| Program Code | Service Code | Service Description | Monthly Units | Rates | Current Month Amount | YTD Requested | Contract Amount | Contract Balance |
|---|---|---|---|---|---|---|---|---|
| ADI | XXX | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| ADI | XXX | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| ADI | XXX | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| ADI | XXX | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| ADI | XXX | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **Total** | | | | | **-** | **-** | **-** | **-** |

| Other Fiscal Information | | Current Month Amount | YTD Amount | Goal Amount | Goal Balance |
|---|---|---|---|---|---|
| ADI | Program Income | 0.00 | 0.00 | 0.00 | 0.00 |
| ADI | Cash Match | 0.00 | 0.00 | 0.00 | 0.00 |
| ADI | Co-pay Assessed | 0.00 | 0.00 | 0.00 | 0.00 |
| ADI | Co-pay Collected | | | | |

I certify to the best of my knowledge and belief that the report is correct and data accuracy for billing submitted supports the request for the purposes set forth in the contract.

Signature Date

ATTACHMENT XII

## Cost Reimbursement Summary

**Contract #** _____

**Report (invoice) Number:**

| Budget Category | Description | Number of units | Service Date | Amount |
|---|---|---|---|---|
| Administration | | | | |
| | **TOTAL ADMINISTRATION** | | | |
| Expenses | | | | |
| | **TOTAL EXPENSES** | | | $0.00 |

**ATTACHMENT XIII**

**SERVICE RATE REPORT**

## ATTACHMENT XIV

**ANNUAL CO-PAY COLLECTION REPORT**
ALZHEIMER'S DISEASE INITIATIVE

**PSA:** **9**
**Provider Name:**

**Contract #:**
**Reporting Period:**

| | **Total** |
|---|---|
| 1. Number of persons assessed co-payments. | |
| 2. Number of persons terminated for non-payment of assessed co-payments. | |
| 3. Number of persons waived from termination for non-payment of co-payments. | |
| 4. Number of persons waived from assessment of co-payments, | |
| 5. Number of persons exempt from paying co-payments. | |
| 6. Total amount of co-payments assessed. | |
| 7. Total amount of co-payments, contributions or full payments collected | |
| 8. Total amount of co-payments expended: | |

I certify that the above report is a true reflection of the period's activities.

Name:
Title:

Signature:

**Attestation Statement**

Agreement Number IZ027-XXXX

Amendment Number N/A

I,_____, attest that no changes or revisions have
*(Provider Representative)*
been made to the content of the above referenced agreement between the Area Agency on Aging and PROVIDER. The only exception to this statement would be for changes in page formatting, due to the differences in electronic data processing media, which has no effect on the agreement content.

_____ _____
Signature of Provider Representative Date