Appendix I

AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.

COMMUNITY CARE FOR THE ELDERLY

LEAD AGENCY

THIS CONTRACT is entered into between Area Agency on Aging for Southwest Florida, Inc.(Agency) and LEAD AGENCY, (Contractor), collectively referred to as the "Parties." The term Contractor 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 Contractor 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 Contract:

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

2. Incorporation of Documents within the Contract:

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

3. Term of Contract:

This contract shall begin at twelve (12:00) A.M., Eastern Standard Time **July 1, 20xx** or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **June 30, 20xx**.

4. Contract Amount:

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

5. Renewals:

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

6. Compliance with Federal Law:

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

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

6.1.2 If this contract contains federal funds and is over $100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) 7401, et seq.), 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 Contractor shall report any violations of the above to the Agency.

6.1.3 The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the Certification and Assurances Attachment, which must be completed and returned to the Agency Contract Manager prior to the execution of this contract.

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

6.1.5 A contract award with an amount expected to equal or exceed $25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Contractor shall complete and sign the Certifications and Assurances Attachment prior to the execution of this contract.

6.2 The Contractor shall not employ an unauthorized alien. The 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). Such violation will be cause for unilateral cancellation of this contract by the Agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

7.3.6 The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Contractor in conjunction with this contract except for those records which are made confidential or exempt by law. The Contractors refusal to comply with this provision will constitute an immediate breach of contract for which the Agency may unilaterally terminate this contract.

7.4 If clients are to be transported under this contract, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, Florida Administrative Code (F.A.C).

7.5 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.

7.6 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

7.7 In accordance with Section 287.135,F.S., any Contractor on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List (Lists), created pursuant to Section 215.473, F.S. and 215.4725, F.S., or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria, is ineligible to enter into or renew a contract with the Agency and/or Department for goods or services of $1,000,000 or more. Pursuant to Section 287.135, F.S., the Agency and/or Department may terminate this contract if the Contractor is found to have submitted a false certification of its status on the Lists or has been placed on the Lists or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria. Further, the Contractor is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. The Contractor shall complete and sign the Certifications and Assurances Attachment prior to the execution of this contract.

8. Background Screening:

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Agency's level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the Agency and/or Department and the Department for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. To demonstrate compliance with this provision, Contractor shall submit to the Agency, the Background Screening Affidavit of Compliance (Screening Form) upon thirty (30) days of execution of this contract. Should the Agency have a completed Screening Form on file for the Contractor, a new Screening Form will be required every twelve (12) months.

8.1 Further information concerning the procedures for background screening may be found at http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

9. Grievance Procedures:

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

10. Public Records and Retention:

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

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

10.1.2 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 a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

10.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Agency.

10.1.4 Upon completion of the contract, the Contractor will either transfer, at no cost to the Agency, all public records in possession of the Contractor, or will keep and maintain public records required by the Agency. If the Contractor transfers all public records to the Agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

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

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

Public Records Coordinator
Area Agency on Aging for Southwest Florida, Inc.
15201 N Cleveland Ave., Suite 1100
North Fort Myers, FL 33903
239-652-6900 or 866-413-5337

11. Audits, Inspections, Investigations:

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

11.2 The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Agency.

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

11.4 The Contractor 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 and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractors contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.

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

11.7 Contractor agrees to comply with the Agency and the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes. Contractor further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract agree to cooperate with the Agency and the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this contract the Contractor understands and will comply with this subsection.

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

12.1 The Contractor shall execute Assurances as stated in the Assurances-Non-Construction Programs Attachment that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all Contractors, Subcontractors, Sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

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

12.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

12.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Agency and/or Department may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

13. <u>Monitoring by the Agency:</u>

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

14. <u>Provision of Services:</u>

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

15. Coordinated Monitoring with Other Agencies:

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

16. Indemnification:

The Contractor shall indemnify, save, defend, and hold harmless the Agency and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Agency for claims, demands, actions or causes of action arising solely out of the negligence of the Agency.

16.1 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.

17. Insurance and Bonding:

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

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

18. Confidentiality of Information:

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

19. Health Insurance Portability and Accountability Act:

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

20. Incident Reporting:

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

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

21. Bankruptcy Notification:

During the term of this contract, the Contractor shall immediately notify the Area Agency on Aging for Southwest Florida, Inc. if the Contractor, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Area Agency on Aging for Southwest Florida, Inc.: (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., Middle District of Florida, Fort Myers, Florida); and (4) the name, address, and telephone number of the bankruptcy attorney.

22. Sponsorship and Publicity:

22.1 As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractors name) the Area Agency on Aging for Southwest Florida, Inc. and/or the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Area Agency on Aging for Southwest Florida, Inc. and/or 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.

22.2 The Contractor shall not use the words "Area Agency on Aging for Southwest Florida, Inc. and/or the State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Agency and/or Department prior to use.

23. Assignments:

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

23.2 The State of Florida and/or the Area Agency is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor. In the event the State of Florida and/or the Area Agency approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with this contract.

23.3 This contract shall remain binding upon the successors in interest of either the Contractor or the Agency.

24. Subcontracts:

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

24.2 The Contractor 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., unless otherwise stated in the contract between the Contractor and Subcontractor, will result in a penalty as provided by statute.

25. Independent Capacity of Contractor:

It is the intent and understanding of the Parties that the Contractor, and any of its Subcontractors, are independent Contractors and are not employees of the Agency and shall not hold themselves out as employees or agents of the Agency without specific authorization from the Agency. It is the further intent and understanding of the Parties that

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

26. Payment:

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

27. Return of Funds:

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

28. Data Integrity and Safeguarding Information:

The Contractor shall ensure an appropriate level of data security for the information the Contractor is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall ensure all Subcontractors maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements prior to the execution of this contract.

29. Computer Use and Social Media Policy:

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

30. Conflict of Interest:

The Contractor shall establish safeguards to prohibit employees, board members, management and Subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or Subcontractor shall participate in the selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor or Subcontractors officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors, or parties to Subcontracts. The Contractors 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 contract. The Contractor's employees and Subcontractors must make the same disclosures described above to the Agency's board of directors. Compliance with this provision will be monitored.

31. Public Entity Crime:

Pursuant to Section 287.133(2)(a), 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.

32. Purchasing:

32.1 The Contractor may purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Contractor shall be deemed to be substituted for the Agency insofar as dealings with PRIDE. This clause is not applicable to Subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 800-643-8459.

32.2 The Contractor may procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of Section 403.7065, F.S.

32.3 The Contractor may purchase articles that are the subject of, or required to carry out, this contract from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S. For purposes of this contract, the Contractor shall be deemed to be substituted for the Agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org. This clause is not applicable to Subcontractors unless otherwise required by law.

33. Patents, Copyrights, Royalties:

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

33.1 If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this section 34.

33.2 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR § 200.315.

33.3 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 Agency 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.

34. Emergency Preparedness and Continuity of Operations:

34.1 If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of this contract, submit to the Agency's Contract Manager

verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Agency of emergency provisions.

34.2 In the event a situation results in a cessation of services by a Subcontractor, the Contractor shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

35. Equipment:

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

35.2 Contractors and Subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Agency upon request. The Contractor shall promptly investigate, fully document and notify the Agency's Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Agency's Contract Manager.

35.3 The Contractor's property management standards for equipment acquired with federal funds and federally-owned equipment shall include accurately maintained equipment records with the following information:

35.3.1 A description of the equipment;

35.3.2 Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;

35.3.3 Source of the equipment, including the award number;

35.3.4 Whether title vests in the Contractor or the federal government;

35.3.5 Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;

35.3.6 Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);

35.3.7 Location and condition of the equipment and the date the information was reported;

35.3.8 Unit acquisition cost; and

35.3.9 Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.

35.4 Equipment purchased with federal funds with an acquisition cost over $5,000.00 and equipment purchased with state funds with an acquisition cost over $1,000.00 that is specifically identified in the area plan approved by the Agency is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor, subject to the conditions of 2 CFR Part 200. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract, or identified in the sub-agreements with Subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.017, F. A. C. and 45 CFR Part 75.

35.5 The Contractor shall not dispose of any equipment or materials provided by the Agency, or purchased with funds provided through this contract without first obtaining the approval of the Agency's Contract Manager. When disposing of property or equipment, the Contractor must submit a written request for disposition instructions to the Agency's Contract Manager. The request should include a brief description of the

property, purchase price, funding source, and percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractors proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).

35.6 The Agency's Contract Manager will issue disposition instructions. If disposition instructions are not received within one hundred twenty (120) days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR §200.313.

35.7 Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of the Agency. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b USC. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F.S.

35.8 Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.

35.9 The Contractor must adhere to the Agency's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing $1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the Agency upon request. The Contractor has the responsibility to require any Subcontractors to comply with the Agency's ITR procedures.

36. PUR 1000 Form:

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

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

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

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

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

38. Dispute Resolution:

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

39. Financial Consequences:

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

40. 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.

41. Venue:

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

42. Entire Contract:

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

43. 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.

44. 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.

45. Condition Precedent to Contract Appropriations:

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

46. Addition/Deletion:

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

47. Waiver:

The delay or failure by the Agency to exercise or enforce any of its rights under this contract 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.

48. Compliance:

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

49. Final Invoice:

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

50. Renegotiations of Modifications:

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

51. Suspension of Work:

The Agency may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the State to do so. The Agency shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary

constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Agency shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

52. Termination:

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

52.2 Termination for Cause. The Agency may terminate the contract if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the 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 contract.

52.3 Upon termination of the contract, the Contractor and Subcontractors shall, at no cost to the Agency, transfer all public records in their possession to the Agency and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

53. Electronic Records and Signature:

The Agency authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Agreement. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, Section 668.50, F.S. All electronic records must be fully auditable; are subject to Florida's Public Records Law, Chapter 119, F.S.; must comply with Section 29, Data

Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by this Agreement.

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

53.2 Upon request by the Agency, the Contractor 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.

54. <u>Contract Manager:</u>

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

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

a.	The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	LEAD AGENCY Address
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Contact Person LEAD AGENCY Address
c.	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	Contact Person LEAD AGENCY Address Phone #
d.	The section and location within the Agency where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Area Agency on Aging for Southwest Florida, Inc. 15201 North Cleveland Avenue, Suite 1100 North Fort Myers, FL 33903
e.	The name, address, and telephone number of the Contract Manager for this contract is:	Tammy Rhoades, Vice President of Finance Area Agency on Aging for Southwest Florida, Inc. 15201 North Cleveland Avenue, Suite 1100 North Fort Myers, FL 33903 239-652-6900
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party.		

56. All Terms and Conditions Included:

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

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

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

CONTRACTOR: LEAD AGENCY

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.

SIGNED BY: _____

NAME: MARIANNE G LORINI

TITLE: PRESIDENT/CEO

DATE: _____

Federal Tax ID: 00-000000000
Fiscal Year Ending Date: 09/30
DUNS: 000000000

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ATTACHMENT I

STATEMENT OF WORK

I. *SERVICES TO BE PROVIDED*

A. Definitions of Terms

1. Contract Acronyms

Area Agency on Aging (AAA)

Adult Protective Services (APS)

Adult Protective Services Referral Tracking Tool (ARTT)

Corrective Action Plan (CAP)

Community Care for the Disabled Adult (CCDA)

Community Care for the Elderly (CCE)

Client Information and Registration Tracking System (CIRTS) Agency

of Children and Families (DCF)

Florida Agency of Elder Affairs (DOEA)/Agency Florida

Statutes (F.S.)

Home Care for Disabled Adults (HCDA)

Notice of Instruction (NOI)

Planning and Service Area (PSA)

Summary of Programs and Services (SOPS)

2. Program Specific Terms

Adult Protective Services Referral Tracking Tool: 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, CCDA, or HCDA services to DOEA's community-based services.

Area Plan: A plan developed by the AAA outlining a comprehensive and coordinated service delivery system in its PSA in accordance with Section 306 (42 U.S.C. 3026) of the Older Americans Act and DOEA 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 AAA enters CCE specific data in the CIRTS. An update may also include other revisions to the Area Plan as instructed by DOEA.

Department of Elder Affairs Programs and Services Handbook: An official document of the State of Florida, DOEA. The Handbook includes program policies, procedures, and standards applicable to agencies which are recipients of DOEA-funded programs, and providers of program-funded services. An annual update is provided through a Notice of Instruction.

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

Notice of Instruction (NOI): DOEA's established method to communicate to the Contractor and subcontractor the requirements to perform particular tasks or activities. NOIs are located on the DOEA website at http://elderaffairs.state.fl.us/doea/nois.php.

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

Summary of Programs and Services (SOPS): A document produced by DOEA 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 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 as independently as possible, in the least restrictive environment suitable to their needs. The program provides a continuum of care through the development, expansion, reorganization, and coordination of multiple community-based services.

3. Authority

The relevant authority governing the CCE Program include:

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 65010.

4. Scope of Service

The Agency is responsible for the programmatic, fiscal, and operational management of CCE. The program services shall be provided in a manner consistent with the Agency's current Area Plan, as updated, and the current DOEA Programs and Services Handbook, which are hereby incorporated by reference.

5. Major Program Goals

The major goals of the program are to preserve the independence of elders and prevent or delay more costly 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.

C. Clients to be Served

1. General Description

The CCE Program provides a continuum of services for functionally-impaired elders.

2. Client Eligibility

In order to receive services under this contract, an applicant must:

a. Be at least sixty (60) years of age;

b. Be functionally impaired as determined through the comprehensive assessment;

c. Not be dually enrolled in the CCE program and a Medicaid-capitated long-term care program; and

d. Be aging out as defined in Section I.A.2. of this contract.

3. 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 or who are abused, neglected, or exploited.

4. Client Determination

The Agency 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 Contractor shall perform, or ensure that its Subcontractors perform, the following tasks:

1. Client Eligibility Determination

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

2. Assessment and Prioritization of Service Delivery for New Clients

The Contractor 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 and Department to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

a. DCF APS High Risk individuals: The Contractor shall ensure that pursuant to Section 430.205(5)(a), F.S., those elderly persons who are determined by DCF APS to be victims of abuse, neglect, or exploitation who are in need of immediate services to prevent further harm, and are referred by APS, will 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 Agency or as established in accordance with local protocols developed between Agency service contractors and APS. The Contractor 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 Contractor or Subcontractor, the Contractor 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 a 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 Agency and Department when 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 Agency's functional assessment administered to each applicant, to the extent funding is available. The Contractor shall ensure that first 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 Contractor must require Subcontractors, through the performance of the client assessment, to identify potential Medicaid eligible CCE clients and to refer these individuals for application for Medicaid Waiver services.

b. The Contractor must require individuals who have been identified as being potentially Medicaid Waiver eligible to apply for Medicaid Waiver services in order 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 Contractor 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 Contractor shall ensure the provision of program services is consistent with the Agency's current area plan, as updated and approved by the Agency, and the current DOEA Programs and Services Handbook.

B. Use of Subcontractors

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

1. Copies of Subcontracts

The Contractor shall submit a copy of all subcontracts to the Contract Manager within thirty (30) days of the subcontract being executed.

2. Monitoring the Performance of Subcontractors

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

3. Copies of Subcontractor Monitoring Reports

The Contractor shall forward a copy of all subcontractor monitoring reports to the Agency's Contract Manager within thirty (30) days of the report being issued to the Subcontractors, Subrecipients, Vendors, and/or Consultants.

C. Staffing Requirements

1. Staffing Levels

The Contractor shall assign its own administrative and support staff as needed to perform the tasks, responsibilities and duties under the contract.

2. Professional Qualifications

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

3. Service Times

The Contractor shall ensure the availability of services listed in this contract at times appropriate to meet client service needs, 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. EST.

4. Client Determination

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

5. Contract Limits

In no case shall the provider be required to incur costs in excess of the contract amount in providing services to the clients.

6. Clients Served

The Contractor shall not directly provide core services to clients.

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 Service to Eligible Clients

The Contractor shall ensure the provision of a continuum of services that meets the diverse, individual, and assessed needs of each functionally-impaired elder. The Contractor shall ensure performance and reporting of the following services in accordance with the Contractor's current Agency-approved Area Plan, the current DOEA Programs and Services Handbook, which is incorporated by reference, and Section II.A.1-4 of this contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The services include the following categories:

a. Core Services for Programmatic Operation

The Contractor shall ensure that core services include a variety of in-home 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 Agency's Area Plan, as updated, include the following:

(1) Adult Day Care;
(2) Chore Services;
(3) Companionship;
(4) Escort;
(5) Financial Risk Reduction;
(6) Home Delivered Meals;
(7) Homemaker;
(8) Housing Improvement;
(9) Legal Assistance;
(10) Pest Control Services;
(11) Respite Services;
(12) Shopping Assistance; and
(13) Transportation.

b. Health Maintenance Services

The Contractor shall ensure that health maintenance services are made available as necessary to 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 Agency's Area Plan, 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) Occupational Therapy;

(10) Personal Care;

(11) Physical Therapy;

(12) Skilled Nursing Services;

(13) Specialized Medical Equipment, Services and Supplies; and

(14) Speech Therapy

c. Other Support Services

The Contractor 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 Agency's Area Plan, as updated, include the following:

(1) Caregiver Training/Support:

(2) Case Aid;

(3) Case Management;

(4) Material Aid; and

(5) Other services, as approved by the Agency

2. Services and Units of Services

The Contractor shall ensure that the provision of services described in the contract is in accordance with the current DOEA Programs and Services Handbook and the service tasks described in Section II.A. Attachment XII lists the services that can be performed, the highest reimbursement unit rate, the method of payment, and the service unit type. Units of service will be paid pursuant to the rate established in the Agency's Area Plan as updated, as shown in Attachment XII, and approved by the Agency.

E. Reports

The Contractor shall respond within ten (10) business days to the Agency's request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Agency's reporting requirements.

1. CIRTS Reports

The Contractor shall ensure timely input of CCE-specific data into CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS-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.

2. Service Cost Reports

a. The Agency shall require the Contractor to submit Annual Service Cost Reports, which reflect actual costs of providing each service by program. Service Cost Reports for all contracts are due by February 25, 20xx for the prior calendar year.

b. Unit Cost Methodology worksheets must be submitted by August 15 of each year, if a rate increase is being requested for any contract in the next calendar year.

3. Surplus/Deficit Report

The Contractor shall submit a Consolidated Surplus/Deficit Report Lead Agency Spending Report, in a format provided by the Agency, to the Agency Contract Manager by the 18th of each month. This Consolidated Surplus/Deficit Report is for all agreements and contracts between the Contractor and the Agency and must include the following:

a. A list of all subcontractors and their current status regarding surplus/deficit;

b. The Contractor's detailed plan on how the surplus/deficit spending exceeding the threshold specified by the Agency will be resolved;

c. Recommendations to transfer funds to resolve surplus/deficit spending;

d. Input from the Agency's and/or Contractor's Board of Directors on resolution of spending issues, if applicable;

e. Number of clients currently on APCL that receive a priority ranking score of 4 or 5; and

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

F. Records and Documentation

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

2. Requests for Payment

The Contractor shall maintain documentation to support Requests for Payment that shall be available to the Agency or authorized individuals, such as the Department of Financial Services, upon request.

3. CIRTS Data and Maintenance

The Contractor shall ensure, on a monthly basis, collection and maintenance of client and service information in CIRTS 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 Contractor 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 contractor functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location.

5. Policies and Procedures for Records and Documentation

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

G. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

The Contractor must:

a. Ensure the prioritization and service provision of clients in accordance with Section II.A.2. of this contract;

b. Ensure the provision of the services described in this contract are in accordance with the current DOEA Programs and Services Handbook and Section II.A.1-4 of this contract;

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 to the Agency Attachments X and XI, and supporting documentation.

2. Monitoring and Evaluation Methodology

The Agency will review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor through telephone, in writing, and/or on-site visit(s). The Agency's determination of acceptable performance shall be conclusive. The Contractor 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.

H. Contractor Responsibilities

1. Contractor Accountability

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

2. Coordination with Other Providers and/or Entities

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

I. Agency Responsibilities

1. Agency Obligations

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

2. Agency Determinations

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

III. *METHOD OF PAYMENT*

A. Payment Methods Used

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

1. Fixed Fee/Unit Rate

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

2. Cost Reimbursement

Payment may be authorized only for allowable expenditures, which are in accordance with the services specified in Attachment XII. All Cost Reimbursement Requests for Payment must include Attachment X Request for Payment, as well as Attachment XI Receipt and Expenditure Report, beginning with the first month of the contract.

3. Advance Payments

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Agency and by the State of Florida ("budget release"). The Contractor's requests for advance require the approval of the Agency's Contract Manager. The Contractor shall provide the Agency Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed. If sufficient budget is available, the Agency will issue approved advanced payments after July 1st of the contract year.

a. Any advanced payments the Contractor requested for subcontractors must be distributed within seven (7) days of receipt of payment from the Agency. The Contractor shall submit to the Agency documentation to support full distribution of advanced funds with report number 5, due to the Agency on October 9, 20xx, in accordance with Attachment IX and Attachment X.

b. All advanced payments retained by the Contractor must be fully expended no later than September 30, 20xx. Any portion of advanced payments not expended must be recouped on the Invoice Schedule, report number 5, due to the Agency on October 9, 20xx, in accordance with Attachment IX and Attachment X.

c. All advance payments made to the Contractor shall be reimbursed 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 five (5), in accordance with Attachment IX and Attachment X.

B. Method of Invoice Payment

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

1. Have a Remittance Address that corresponds exactly to the "Remit To" address provided to MFMP during

registration;

2. Request payment on a monthly basis for the units of services established in the Agency's approved Area Plan, provided in conformance with the requirements as described in the DOEA Programs and Services Handbook, at the rates established in Attachment XII of the contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. Any requested changes to the approved budget subsequent to the execution of the contract must be submitted to the Agency Contract Manager for approval. Any change to the total contract amount requires a formal amendment;

3. The Contractor shall consolidate all subcontractors' Requests for Payment and Expenditure Reports that support Requests for Payment and shall submit to the Agency using forms Attachment X and Attachment XI for services, which must include itemized expenditure categories; and

4. All Requests for Payment shall be based on the submission of monthly Expenditure Reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is Attachment IX.

C. Payment Withholding

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

D. Final Invoice Instructions

The Contractor shall submit the final Request for Payment to the Agency no later than July 25, 20xx.

E. CIRTS Data Entries for Subcontractors

The Contractor must enter all required data for clients and services in the CIRTS database per the DOEA Programs and Services Handbook and the CIRTS User Manual – Aging Provider Network users (located in Documents on the CIRTS Enterprise Application Services). Contractors must enter this data for the previous month's billing no later than the 9th of each month into CIRTS prior to submitting their requests for payment and expenditure reports to the Agency. The Contractor shall establish deadlines for completing CIRTS data entry and to ensure compliance with due dates for the requests for payment and expenditure reports that Contractor must submit to the Agency.

F. Contractors' Monthly CIRTS Reports

The Agency must require Contractors to run monthly CIRTS reports and verify client and service data in CIRTS is accurate. This report must be submitted to the Agency with the monthly Request for Payment and Expenditure Report and must be reviewed by the Agency before the Contractor's request for Payment and Expenditure Reports can be approved by the Agency.

G. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in Section II. D.1-3 of this contract, are performed pursuant to contract requirements.

2. If at any time the Contractor is notified by the Agency Contract Manager that it has failed to correctly, completely, adequately perform contract deliverables identified in Section II. D.1-3 of this contract, the Contractor will have ten (10) days to submit a Corrective Action Plan ("CAP") to the Agency Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Agency Contract Manager. The Agency shall assess a Financial Consequence for Non-Compliance on the Contractor as referenced in Section III.I of this contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Agency will also assess a Financial Consequence for failure to timely submit a CAP.

3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Agency shall deduct the percentage established in Section III.I. of this contract from the payment for the

invoice of the following month.

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

H. Financial Consequences

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

1. Delivery of services to eligible clients as referenced in Section II.A.2 and Section II.D.1 of this contract – Failure to comply with established assessment and prioritization criteria, as evidenced by CIRTS reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Agency's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Agency-approved CAP, referenced in Section III.H.

2. Services and units of services as referenced in Section II.D.2 of this contract – Failure to provide services in accordance with the current DOEA Programs and Services Handbook, the service tasks described in Section II.A, Attachment XII, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Agency's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Agency approved CAP, referenced in Section III.H.

3. Timely submission of a CAP – Failure to timely submit a CAP within ten (10) business days after notification of a deficiency by the Agency's Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Agency's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Agency approved CAP, referenced in Section III.H.

4. Exceptions may be granted solely, in writing, by the Agency contract manager**.**

IV. *SPECIAL PROVISIONS*

A. Final Budget and Funding Revision Requests

Final requests for budget revisions or adjustments to contract funds based on expenditures for provided services must be submitted to the Agency Contract Manager in writing no later than June 25, 20xx; email requests are considered acceptable.

B. Contractor's Financial Obligations

1. Matching, Level of Effort, and Earmarking Requirement

The Contractor 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 contract 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

The Agency must ensure Contractors establish annual co-payment goals. The Agency has the option to withhold a portion of the Contractor's request for payment if goals are not met according to the Agency's co-payment guidelines, in accordance with the current DOEA Programs and Services Handbook, which is incorporated by reference. Co-payments include only the amounts assessed to consumers by Contractors 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 and Management of the Assessed Priority Consumer List

The Contractor is expected to spend all funds provided by the Agency for the purpose specified in this contract. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and

a surplus of funds at the end of the contract period. If the Agency determines that the Contractor is not spending service funds accordingly, the Agency may transfer funds to other Lead Agencies in the PSA during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

C. Remedies for Nonconforming Services

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

2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. The Contractor's signature on the Request for Payment Form certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The 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 Contractor or any Subcontractors and referred to a governmental or investigatory agency must be sent to the Agency. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Contractor shall notify the Agency and DOEA's Inspector General immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Contractor or Subcontractors, must be sent to the Agency and DOEA's Inspector General with a summary of the investigation and allegations.

E. Volunteers:

If applicable, the Contractor 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 Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

F. Enforcement:

1. In accordance with Section 430.04, F.S., the Agency may, without taking any intermediate measures available to it against the Contractor, rescind the Contractors designation as a lead agency, if the Agency finds that any of the following have occurred:

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

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

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

d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency; and

e. The Contractor has failed to adhere to the terms of any contract or agreement.

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

g. The Contractor has failed to implement and maintain an Agency approved client grievance resolution procedure.

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

3. 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 Lee County. In the event the Agency initiates action to rescind an area agency on aging's designation, the Agency shall follow the procedures set forth in 42 U.S.C. § 3025(b).

END OF ATTACHMENT

ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Agency to the Contractor may be subject to audits and/or monitoring by the Agency 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 Agency and/or Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency and/or Department. In the event the Agency and/or Department determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Agency and/or Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Agency's Vice President of Finance.

AUDITS

PART I: FEDERALLY FUNDED

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

In the event that the Contractor expends $750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. EXHIBIT 2 to this agreement indicates federal resources awarded through the Agency by this agreement. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Agency. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

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

If the Contractor expends less than $750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than $750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to 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 Area Agency on Aging for Southwest Florida, Inc. 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. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor's fiscal year end.

PART II: STATE FUNDED

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

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

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

If the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Agency 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 Agency shall be fully disclosed in the audit report with reference to the Agency 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 Agency in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Agency 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 reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by PART I of this agreement shall be submitted, when required by 2 CFR §200.512 by or on behalf of the Contractor directly to each of the following:

The Area Agency on Aging for Southwest Florida, Inc.at the following address:

Area Agency on Aging for Southwest Florida, Inc.
Attn: Tammy Rhoades, VP of Finance
15201 N Cleveland Ave., Suite 1100
North Fort Myers, FL 33903

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

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

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

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

The Contractor shall submit a copy of any management letter issued by the auditor, to the Area Agency on Aging for Southwest Florida, Inc.at the following address:

Area Agency on Aging for Southwest Florida, Inc.
Attn: Tammy Rhoades, VP of Finance
15201 N Cleveland Ave., Suite 1100
North Fort Myers, FL 33903

Additionally, copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the Contractor directly to each of the following:

The Area Agency on Aging for Southwest Florida, Inc.at the following address:

Area Agency on Aging for Southwest Florida, Inc.
Attn: Tammy Rhoades, VP of Finance
15201 N Cleveland Ave., Suite 1100
North Fort Myers, FL 33903

The Auditor General's Office at the following address:

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

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

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

PART IV: RECORD RETENTION

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

EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

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

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, FAC, Contractor 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 Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Agency 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. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub- recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*
2 CFR §200.100 – Administrative Requirements
2 CFR §200 Subpart F – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

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

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*
2 CFR §200.100 – Administrative Requirements
2 CFR §200 Subpart F – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).
**For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

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

Section 215.97, 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
EXHIBIT 2

FINANCIAL AND COMPLIANCE AUDIT
ATTACHMENT EXHIBIT 2-FUNDING SUMMARY

Note: Title 2 CFR § 200.331, As Revised, and Section 215.97(5), Florida Statutes, Require That Information About Federal Programs and State Projects Be Provided to the Recipient and Are Stated in the Financial and Compliance Audit Attachment and Exhibit 1. Financial and Compliance Audit Attachment, Exhibit 2-Funding Summary Provides Information Regarding the Funding Sources Applicable to This Contract, Contained Herein, Is A Prediction of Funding Sources and Related Amounts Based on the Contract Budget.

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

GRANT AWARD (FAIN#): N/A		**FEDERAL AWARD DATE:**	
DUNS NUMBER: 000000000			
PROGRAM TITLE	**FUNDING SOURCE**	**CFDA**	**AMOUNT**
TOTAL FEDERAL AWARD			

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

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

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

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

PROGRAM TITLE	**FUNDING SOURCE**	**CSFA**	**AMOUNT**
Community Care for the Elderly	General Revenue-County	65010	$ 000000.00
	General Revenue-County	65010	$ 000000.00
	General Revenue-County	65010	$ 000000.00
TOTAL AWARD			**$ 000000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:
STATE FINANCIAL ASSISTANCE:
Section 215.97, F.S., Chapter 69I-5, FL Admin Code, Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules and regulations.

ATTACHMENT III

CERTIFICATIONS AND ASSURANCES

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

A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)

B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)

C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)

D. Certification Regarding Public Entity Crimes, section 287.133, F.S.

E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)

F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.

G. Certification Regarding Data Integrity Compliance For Contracts, Agreements, Grants, Loans And Cooperative Agreements

H. Verification of Employment Status Certification

I. Records and Documentation

J. Certification Regarding Inspection of Public Records

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

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

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

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

2. Title VI of the Civil Rights Act of 1964 (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 and/or Agency.

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 Agency.

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 Agency.

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 Agency.

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.

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

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

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

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

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

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

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

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

If this Contract is in the amount of $1 million or more, in accordance with the requirements of Section 287.135, F.S., Contractor hereby certifies that it is not participating in a boycott of Israel, is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, F.S.

Contractor understands that pursuant to Section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

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

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

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

2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

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

5. The Contractor and any Subcontractors of services under this contract warrant 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 Area Agency on Aging for Southwest Florida, Inc., Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this contract and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

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

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 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 Agency is named in the civil action, Contractor agrees to indemnify and hold harmless the Agency for any costs incurred by the Agency, and any attorneys' fees assessed or awarded against the Agency from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

   a. Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

2. Section 119.01(3), F.S. states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Area Agency on Aging for Southwest Florida, Inc.)** are public records. Section 119.07, F.S., states 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.

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

Contractor's signature below attests that records pertaining to the dues or membership application by the Agency are available for inspection as stated above.

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

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

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

Signature and Title of Authorized Representative	**Street Address**
Contractor **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), Washington, DC 20503.

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

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

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

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

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

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

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

6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.

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

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

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 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 DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

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

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

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

_____

_____

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

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

6. Is an Assurance of Compliance on file with DOEA? **N/A** ☐ **YES** ☐ **NO** ☐

_____

_____

_____

7. Compare the staff composition to the population. Is staff representative of the population? **N/A** ☐ **YES** ☐ **NO** ☐

_____

_____

_____

8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? **N/A** ☐ **YES** ☐ **NO** ☐

_____

_____

_____

9. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? **N/A** ☐ **YES** ☐ **NO** ☐

_____

_____

_____

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability? **N/A** ☐ **YES** ☐ **NO** ☐

_____

_____

_____

11. Is the program/facility accessible to non-English speaking clients? **N/A** ☐ **YES** ☐ **NO** ☐

_____

_____

_____

12. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? **N/A** ☐ **YES** ☐ **NO** ☐

Verbal ☐ Written ☐ Poster ☐

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

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

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

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

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

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

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

9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).

10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).

11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).

12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy

or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Area Agency on Aging for Southwest Florida, Inc. and/or the Florida Agency of Elder Affairs or the U.S. Agency of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).

14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.

15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:

    a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
    b. Modify policies and practices that do not meet Section 504 requirements.
    c. Take remedial steps to eliminate any discrimination that has been identified.
    d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.

17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).

18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).

19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).

20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52 (d).

21. Programs/facilities with 50 or more employees and $50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT VII
BACKGROUND SCREENING

BACKGROUND SCREENING

Affidavit of Compliance - Employer

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

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. *See* §§ 435.02, 430.0402, Fla. Stat.

- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____,
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

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

_____ _____
Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____ (Name of Representative) who is personally known to me or produced _____ as proof of identification.

_____ _____
Print, Type, or Stamp Commissioned Name of Notary Public Notary Public

DOEA Form 235, Affidavit of Compliance - Employer, Effective April 2012 Section 435.05(3), F.S.
Form available at: http://elderaffairs.state.fl.us/english/backgroundscreening.php

ATTACHMENT VIII

ANNUAL BUDGET SUMMARY

COMMUNITY CARE FOR THE ELDERLY PROGRAM

for
LEAD AGENCY

County

CCE Services Allocations	**$ 0000000.00**

County

CCE Services Allocations	**$ 0000000.00**

County

CCE Services Allocations	**$ 0000000.00**

ATTACHMENT IX

INVOICE REPORT SCHEDULE

COMMUNITY CARE FOR THE ELDERLY

Report Number	Based On	Submit to Agency on This Date
1	July Advance*	July 1
2	August Advance*	July 1
3	July Expenditure Report	August 9
4	August Expenditure Report	September 9
5	September Expenditure Report	October 9
6	October Expenditure Report	November 9
7	November Expenditure Report	December 9
8	December Expenditure Report	January 9
9	January Expenditure Report	February 9
10	February Expenditure Report	March 9
11	March Expenditure Report	April 9
12	April Expenditure Report	May 9
13	May Expenditure Report	June 9
14	June Expenditure Report	July 9
15	Final Request for Payment	July 25

Legend: * Advance based on projected cash need

Note # 1: Report #1 for Advance Basis Contracts cannot be submitted to the Area Agency Aging for Southwest Florida, Inc. prior to July 1 or until the contract with the Agency has been executed and a copy sent to the Area Agency on Aging for Southwest Florida, Inc. Actual submission of the vouchers to the Agency is dependent on the accuracy of the expenditure report.

Note # 2: Report numbers 5 through 14 shall reflect an adjustment of at least one-tenth of the total advance amounts, repaying advances issued the first two months of the agreement. All advance payments made to the Contractor shall be returned to the Agency and reported as an advance recoupment on each request for payment. The adjustment shall be recorded in Part C, Line 1 of the report (**ATTACHMENT X**).

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

ATTACHMENT X

REQUEST FOR PAYMENT

COMMUNITY CARE FOR THE ELDERLY

RECIPIENT NAME, ADDRESS, PHONE# and FEID#	TYPE OF PAYMENT : Regular _____ Advance _____	This Request Period: From:_____ To:_____ Contract Period _____ Contract # _____ Report # _____ PSA # _____

CERTIFICATION: I hereby certify to the best of my knowledge that this request or refund conforms with the terms and the purposes of the above contract.

Prepared by:_____ Date:_____ Approved by: _____ Date:_____

PART A: BUDGET SUMMARY	CCE Admin.	CCE Services		TOTAL
1. Approved Contract Amount	$ 0.00	$ 0.00		$ 0.00
2. Previous Funds Received for Contract Period	$ 0.00	$ 0.00		$ 0.00
3. Contract Balance (line 1 minus line 2)	$ 0.00	$ 0.00		$ 0.00
4. Previous Funds Requested and Not Received for Contract Period	$ 0.00	$ 0.00		$ 0.00
5. CONTRACT BALANCE (line 3 minus line 4)	$ 0.00	$ 0.00		$ 0.00
PART B: CONTRACT FUNDS REQUEST				
1. Anticipated Cash Need (1st - 2nd months)	$ 0.00	$ 0.00		$ 0.00
2. Net Expenditures For Month (DOEA Form 105C, Part B, Line 4)	$ 0.00	$ 0.00		$ 0.00
3. TOTAL	$ 0.00	$ 0.00		$ 0.00
PART C: NET FUNDS REQUESTED				
1. Less Advance Applied	$ 0.00	$ 0.00		$ 0.00
2. TOTAL FUNDS REQUESTED (Part B Line 3, minus Part C Line 1)	$ 0.00	$ 0.00		$ 0.00

List of Services / Units / Rates provided - See attached report.

DOEA FORM 106C
Revised 5/4/12

ATTACHMENT XI

RECEIPT AND EXPENDITURE REPORT

RECEIPT AND EXPENDITURE REPORT
COMMUNITY CARE FOR THE ELDERLY

PROVIDER NAME, ADDRESS, PHONE # and FEID#	Program Funding : CCE Admin. _____ CCE Services _____	THIS REPORT PERIOD: From_____To _____ CONTRACT PERIOD: CONTRACT # REPORT # PSA#

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

Prepared by :_____Date :_____Approved by :_____Date :_____

PART A : BUDGETED INCOME / RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. State Funds	$0.00	$0.00	$0.00	#DIV/0!
2. Program Income	$0.00	$0.00	$0.00	#DIV/0!
3. Local Cash Match	$0.00	$0.00	$0.00	#DIV/0!
4. SUBTOTAL: CASH RECEIPTS				
5. Local In-Kind Match				
6. TOTAL RECEIPTS	$0.00	$0.00	$0.00	#DIV/0!

PART B : EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Administrative Services	$0.00	$0.00	$0.00	#DIV/0!
2. Service Subcontractor(s)	$0.00	$0.00	$0.00	#DIV/0!
3. Adult Protective Services	$0.00	$0.00	$0.00	#DIV/0!
4. TOTAL EXPENDITURES	$0.00	$0.00	$0.00	#DIV/0!

PART C : OTHER REVENUE AND EXPENDITURES	II. Interest:	III. Advance Recouped
I. Program Income (PI) 1. CCE: PI Collected YTD $_____ (In	1. Earned on GR Advance $_____ 2. Return of GR Advance $_____ 3. Other Earned $_____	$ _____

PART D : CO-PAYMENTS	CURRENT MONTH	YEAR-TO-DATE
1. Total of Co-payments assessed	$_____	$_____
2. Total of Co-payments collected	$_____	$_____ (For Tracking Purposes only)

DOEA FORM 105C
Revised 5/25/2010

ATTACHMENT XII

SERVICE RATE REPORT

for
LEAD AGENCY

County	Total Unit Cost	Reimbursement Rate-90%
Case Management	$00.00	$00.00
Case Aide	$00.00	$00.00
Adult Day Care	$00.00	$00.00
Chore	$00.00	$00.00
Enhanced Chore	$00.00	$00.00
Companion	$00.00	$00.00
Skilled Nursing	$00.00	$00.00
EARS	$00.00	$00.00
Home Delivered Meals	$00.00	$00.00
Escort	$00.00	$00.00
Homemaking	$00.00	$00.00
Personal Care	$00.00	$00.00
Respite-in-Facility	$00.00	$00.00
Respite-in-Home	$00.00	$00.00
Home Improvement	$ Cost Reimbursement	90% Cost Reimbursement
Material Aid	$ Cost Reimbursement	90% Cost Reimbursement
Specialized Medical Equipment, Service & Supplies	$ Cost Reimbursement	90% Cost Reimbursement
Transportation	$ Cost Reimbursement	90% Cost Reimbursement
Other	$ Cost Reimbursement	90% Cost Reimbursement

Appendix I

AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.

ALZHEIMER'S DISEASE INITIATIVE PROGRAM STANDARD CONTRACT

LEAD AGENCY

THIS CONTRACT is entered into between the Area Agency on Aging for Southwest Florida, Inc., (Agency) and LEAD AGENCY (Contractor), collectively referred to as the "Parties." The term Contractor 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 Contractor 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 Contract:

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

2. Incorporation of Documents within the Contract:

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

3. Term of Contract:

This contract shall begin at twelve (12:00) A.M., Eastern Standard Time **July 1, 20xx** or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **June 30, 20xx.**

4. Contract Amount:

The Agency agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed $**000,000.00,** subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals:

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

6. Compliance with Federal Law:

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

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

6.1.2 If this contract contains federal funds and is over $100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) 7401, et seq.), 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 Contractor shall report any violations of the above to the Agency.

6.1.3 The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the Certification and Assurances Attachment, which must be completed and returned to the Contract Manager prior to the execution of this contract.

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

6.1.5 A contract award with an amount expected to equal or exceed $25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Contractor shall complete and sign the Certifications and Assurances Attachment prior to the execution of this contract.

6.2 The Contractor shall not employ an unauthorized alien. The 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). Such violation will be cause for unilateral cancellation of this contract by the Agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

7.3.6 The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Contractor in conjunction with this contract except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract for which the Agency may unilaterally terminate this contract.

7.4 If clients are to be transported under this contract, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, Florida Administrative Code (F.A.C).

7.5 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.

7.6 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

7.7 In accordance with Section 287.135 F.S., any Contractor on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List (Lists), created pursuant to Section 215.473 F.S. and 215.4725, F.S., or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria, is ineligible to enter into or renew a contract with the Agency for goods or services of $1,000,000 or more. Pursuant to Section 287.135 F.S., the Agency may terminate this contract if the Contractor is found to have submitted a false certification of its status on the Lists or has been placed on the Lists or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria. Further, the Contractor is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. The Contractor shall complete and sign the Certifications and Assurances Attachment, prior to the execution of this contract.

8. <u>Background Screening:</u>

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Agency's and/or Department's level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the Agency and/or Department and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. To demonstrate compliance with this provision, Contractor shall submit to the Agency, the Background Screening Affidavit of Compliance (Screening Form) upon thirty (30) days of execution of this contract. Should the Agency have a completed Screening Form on file for the Contractor, a new Screening Form will be required every twelve (12) months.

8.1 Further information concerning the procedures for background screening may be found at http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

9. Grievance Procedures:

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

10. Public Records and Retention:

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

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

10.1.2 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 a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

10.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Agency.

10.1.4 Upon completion of the contract, the Contractor will either transfer, at no cost to the Agency, all public records in possession of the Contractor, or will keep and maintain public records required by the Agency. If the Contractor transfers all public records to the Agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

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

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

Public Records Coordinator
Area Agency on Aging for Southwest Florida, Inc.
15201 N Cleveland Ave., Suite 1100
North Fort Myers, FL 33903
239-652-6900 or 866-413-5337

11. Audits, Inspections, Investigations:

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

11.2 The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Agency.

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

11.4 The Contractor 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 and/or Department and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractor's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.

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

11.7 Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes. Contractor further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this contract the Contractor understands and will comply with this subsection.

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

12.1 The Contractor shall execute Assurances as stated in the Assurances-Non-Construction Programs Attachment that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all Contractors, Subcontractors, Sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

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

12.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

12.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Agency and/or Department may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

13. Monitoring by the Agency:

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

14. Provision of Services:

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

15. Coordinated Monitoring with Other Agencies:

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

16. Indemnification:

The Contractor shall indemnify, save, defend, and hold harmless the Agency and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this contract or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Agency for claims, demands, actions or causes of action arising solely out of the negligence of the Agency.

16.1 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.

17. Insurance and Bonding:

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

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

18. Confidentiality of Information:

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

19. Health Insurance Portability and Accountability Act:

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

20. Incident Reporting:

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

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

21. Bankruptcy Notification:

During the term of this contract, the Contractor shall immediately notify the Area Agency on Aging for Southwest Florida, Inc. if the Contractor, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Area Agency on Aging for Southwest Florida, Inc.: (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., Middle District of Florida, Fort Myers, Florida); and (4) the name, address, and telephone number of the bankruptcy attorney.

22. Sponsorship and Publicity:

22.1 As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name), the Area Agency on Aging for Southwest Florida and/or the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Area Agency on Aging for Southwest Florida, 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.

22.2 The Contractor shall not use the words "Area Agency on Aging for Southwest Florida, Inc. and/or the State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Agency and/or Department prior to use.

23. Assignments:

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

23.2 The State of Florida and/or the Area Agency is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor. In the event the State of Florida and/or the Area Agency approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with this contract.

23.3 This contract shall remain binding upon the successors in interest of either the Contractor or the Agency.

24. Subcontracts:

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

24.2 The Contractor 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., unless otherwise stated in the contract between the Contractor and Subcontractor, will result in a penalty as provided by statute.

25. Independent Capacity of Contractor:

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

26. Payment:

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

27. Return of Funds:

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

28. Data Integrity and Safeguarding Information:

The Contractor shall ensure an appropriate level of data security for the information the Contractor is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall ensure all Subcontractors maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements prior to the execution of this contract.

29. Computer Use and Social Media Policy:

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

30. Conflict of Interest:

The Contractor shall establish safeguards to prohibit employees, board members, management and Subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or Subcontractor shall participate in the selection, or in the award of a contract supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor or Subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors, or parties to Subcontracts. The Contractor's board members and management must disclose to the 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 contract. The Contractor's employees and Subcontractors must make the same disclosures described above to the Agency's board of directors. Compliance with this provision will be monitored.

31. 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.

32. Purchasing:

32.1 The Contractor may purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Contractor shall be deemed to be substituted for the Agency insofar as dealings with PRIDE. This clause is not applicable to Subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 800-643-8459.

32.2 The Contractor may procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of Section 403.7065, F.S.

32.3 The Contractor may purchase articles that are the subject of, or required to carry out, this contract from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S.,

in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S. For purposes of this contract, the Contractor shall be deemed to be substituted for the Agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org. This clause is not applicable to Subcontractors unless otherwise required by law.

33. Patents, Copyrights, Royalties:

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

33.1 If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this Section 34.

33.2 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR § 200.315.

33.3 Notwithstanding the foregoing provisions, if the Contractor or one of its Subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the Agency 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.

34. Emergency Preparedness and Continuity of Operations:

34.1 If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of this contract, submit to the Agency's Contract Manager verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Agency of emergency provisions.

34.2 In the event a situation results in a cessation of services by a Subcontractor, the Contractor shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

35. Equipment:

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

35.2 Contractors and Subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Agency upon request. The Contractor shall promptly investigate, fully document and notify the Agency's Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Agency's Contract Manager.

35.3 The Contractor's property management standards for equipment acquired with federal funds and federally-owned equipment shall include accurately maintained equipment records with the following information:

35.3.1 A description of the equipment;

35.3.2 Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;

35.3.3 Source of the equipment, including the award number;

35.3.4 Whether title vests in the Contractor or the federal government;

35.3.5 Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;

35.3.6 Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);

35.3.7 Location and condition of the equipment and the date the information was reported;

35.3.8 Unit acquisition cost; and

35.3.9 Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.

35.4 Equipment purchased with federal funds with an acquisition cost over $5,000.00 and equipment purchased with state funds with an acquisition cost over $1,000.00 that is specifically identified in the area plan approved by the Agency is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor, subject to the conditions of 2 CFR Part 200. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract, or identified in the sub-agreements with Subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.017, F. A. C. and 45 CFR Part 75.

35.5 The Contractor shall not dispose of any equipment or materials provided by the Agency, or purchased with funds provided through this contract without first obtaining the approval of the Agency's Contract Manager. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Agency's Contract Manager. The request should include a brief description of the property, purchase price, funding source, and percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).

35.6 The Agency's Contract Manager will issue disposition instructions. If disposition instructions are not received within one hundred twenty (120) days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR §200.313.

35.7 Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of the Agency. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b U.S.C. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F.S.

35.8 Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.

35.9 The Contractor must adhere to the Agency's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing $1,000.00 or more, including data processing

hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the Agency upon request. The Contractor has the responsibility to require any Subcontractors to comply with the Agency's ITR procedures.

36. PUR 1000 Form:

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

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

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

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

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

38. Dispute Resolution:

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

39. Financial Consequences:

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

40. No Waiver of Sovereign Immunity:

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

41. Venue:

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

42. Entire Contract:

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

43. 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.

44. 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.

45. Condition Precedent to Contract Appropriations:

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

46. Addition/Deletion:

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

47. Waiver:

The delay or failure by the Agency to exercise or enforce any of its rights under this contract 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.

48. Compliance:

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

49. Final Invoice:

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

50. Renegotiations of Modifications:

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

51. Suspension of Work:

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

52. Termination:

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

52.2 Termination for Cause. The Agency may terminate this contract if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of Subcontractors

at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the 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 contract.

52.3 Upon termination of this contract, the Contractor and Subcontractors shall, at no cost to the Agency, transfer all public records in their possession to the Agency and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

53. <u>Electronic Records and Signature:</u>

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

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

53.2 Upon request by the Agency, the Contractor 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.

54. <u>Contract Manager:</u>

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

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

a.	The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	LEAD AGENCY Address
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Contact Person LEAD AGENCY Address
c.	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	Contact Person LEAD AGENCY Address Phone #
d.	The section and location within the Agency where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Area Agency on Aging for Southwest Florida, Inc. 15201 North Cleveland Avenue, Suite 1100 North Fort Myers, FL 33903
e.	The name, address, and telephone number of the Contract Manager for this contract is:	Tammy Rhoades, Vice President of Finance Area Agency on Aging for Southwest Florida, Inc. 15201 North Cleveland Avenue, Suite 1100 North Fort Myers, FL 33903 239-652-6900
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party.		

56. All Terms and Conditions Included:

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

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

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

CONTRACTOR: LEAD AGENCY

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.

SIGNED BY: _____

NAME: MARIANNE G LORINI

TITLE: PRESIDENT/CEO

DATE: _____

Federal Tax ID: 00-0000000
Fiscal Year Ending Date: 09/30
DUNS: 000000000

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ATTACHMENT I

STATEMENT OF WORK
ALZHEIMER'S DISEASE INITIATIVE PROGRAM

I. SERVICES TO BE PROVIDED

A. Definitions of Terms

1. Acronyms

Alzheimer's Disease (AD)
Alzheimer's Disease Initiative (ADI)
Activities of Daily Living (ADL)
Assessed Priority Consumer List (APCL)
Adult Protective Services (APS)
Client Information and Registration Tracking System (CIRTS)
Community Care for Disabled Adults (CCDA)
Corrective Action Plan (CAP)
Department of Elder Affairs – (DOEA) or Department
Florida Administrative Code (F.A.C.)
Florida Statutes – (F.S.)
Home Care for Disabled Adults (HCDA)
Instrumental Activities of Daily Living (IADL)
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

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), as amended, 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 ADI-specific data into the CIRTS. An update may also include other revisions to the Area Plan as instructed by the Department.

Department of Elder Affairs Programs and Services Handbook: An official document of DOEA. The Handbook includes program policies, procedures, and standards applicable to agencies which are recipients/providers of DOEA funded programs. An annual update is provided through a Notice of Instruction.

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: 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.

Notice of Instruction (NOI): The Department's established method to communicate to the Agency the requirement to perform a task or activity. NOIs are located on the Department's website at http://elderaffairs.state.fl.us/doea/nois.php.

Proviso: Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

Program Highlights: Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services to include information that helps tell the story of how programs and services help elders, families, and caregivers.

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 are 65004 and 65002.

4. Scope of Service

The Agency 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 Agency's Area Plan, as updated, and the current DOEA Programs and Services Handbook, which are incorporated by reference.

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.

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 contract 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; and
b. Not be enrolled in any Medicaid capitated long-term care program.

3. Targeted Groups

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

4. Client Determination
The Agency 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 Contractor shall perform, or ensure that its Subcontractors perform, the following tasks:

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

2. Assessment and Prioritization of Service Delivery for New Clients
The Contractor 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 Department and Agency to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

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 3 months.

b. Service priority for individuals not included above, regardless of referral source, will be determined through the Agency's functional assessment administered to each applicant, to the extent funding is available. The Contractor shall ensure that first priority is given to applicants at the higher levels of frailty and risk of nursing home placement.

3. Program Services
The Contractor shall ensure the provision of program services is consistent with the Agency's current area plan, as updated and approved by the Agency, and the current DOEA Programs and Services Handbook.

B. Use of Subcontractors

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

1. Copies of Subcontracts
The Contractor shall submit a copy of all subcontracts to the Contract Manager within thirty days of the subcontract being executed.

2. Monitoring the Performance of Subcontractors

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

C. Staffing Requirements

1. Staffing Levels

The Contractor shall dedicate the staff necessary to meet the obligations of this contract and ensure that subcontractors dedicate adequate staff accordingly.

2. Professional Qualifications

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

3. Service Times

The Contractor shall ensure the availability of the services listed in this contract at times appropriate to meet client service needs, at a minimum during normal business hours, or as otherwise specified in Proviso or the Subcontractor'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. 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 Contractor shall ensure the provision of a continuum of services addressing the diverse needs of individuals with AD and their caregivers. The Contractor shall ensure performance and reporting of the following services in accordance with the Agency's current Department-approved Area Plan, the current DOEA Programs and Services Handbook, which is incorporated by reference, and Section II.A.1-3 of this contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The services include the following categories:

a. Respite and Other Services

(1) Caregiver Training/Support;
(2) Case Aide;
(3) Case Management;
(4) Counseling (Gerontological);
(5) Counseling (Mental Health/Screening);
(6) Education/Training;
(7) Intake;
(8) Respite (Facility-Based);
(9) Respite (In-Home);
(10) Specialized Medical Equipment, Services, and Supplies; and
(11) Transportation.

b. Memory Disorder Clinics

The Contractor shall maintain coordination with the memory disorder clinics, the Alzheimer's Disease Brain Bank, and all other components of the Alzheimer's Disease Initiative, as well as Silver Alert, in the designated planning and service area. Memory Disorder Clinics (MDCs) are required to provide annual in-service training to all respite, in-facility respite and model day care center staff in their designated service areas, and plan and develop service-related research projects with model day care and respite providers. The Contractor 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 protocol activities.

2. Services and Units of Service

The Agency shall ensure that the provision of services described in this contract is in accordance with the current DOEA Programs and Services Handbook and the service tasks described in Section II.A. The **Service Rate Report** lists the services that can be performed, the highest reimbursement unit rate, the method of payment, and the service unit type. Units of service will be paid pursuant to the rate established in the Area Plan as updated, as shown in the **Service Rate Report**, and approved by the Agency.

E. Reports

The Contractor shall respond to additional routine or special requests for information and reports required by the Agency in a timely manner as determined by the Contract Manager. The Contractor shall establish reporting due dates for Subcontractors that permit the Contractor to meet the Agency's reporting requirements.

1. CIRTS Reports

The Contractor shall input ADI-specific data into CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS-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.

2. Service Cost Reports

a. The Agency shall require the Contractor to submit Annual Service Cost Reports, which reflect actual costs of providing each service by program. Service Cost Reports for all contracts are due by February 25, 20xx for the prior calendar year.

b. Unit Cost Methodology worksheets must be submitted by August 15 of each year, if a rate increase is being requested for any contract in the next calendar year.

3. Surplus/Deficit Report

The Contractor shall submit a Consolidated Surplus/Deficit Report, Lead Agency Spending Report, in a format provided by the Agency, to the Agency Contract Manager by the 18th of each month. This Consolidated Surplus/Deficit Report is for all agreements and contracts between the Contractor and the Agency and must include the following:

a. A list of all subcontractors and their current status regarding surplus/deficit;
b. The Contractor's detailed plan on how the surplus/deficit spending exceeding the threshold specified by the Agency will be resolved;
c. Recommendations to transfer funds to resolve surplus/deficit spending;

d. Input from the Agency and/or Board of Directors on resolution of spending issues, if applicable;
e. Number of clients currently on APCL that receive a priority ranking score of 4 or 5; and
f. Number of clients currently on the APCL designated as Imminent Risk.

F. Records and Documentation

1. Requests for Payment

The Contractor shall maintain documentation to support Requests for Payment that shall be available to the Agency or authorized individuals, such as the Department of Financial Services, upon request.

2. CIRTS Data and Maintenance

The Contractor shall ensure, on a monthly basis, collection and maintenance of client and service information in CIRTS 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.

3. Data Integrity and Back up Procedures

Each Contractor 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 contractor functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location.

4. Policies and Procedures for Records and Documentation

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

G. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

The Contractor must:

a. Ensure the prioritization and service provision of clients in accordance with Section II.A.1-3 of this contract;
b. Ensure the provision of the services described in this contract are in accordance with the current DOEA Programs and Services Handbook and Section II.D of this contract;
c. Timely and accurately submit to the Agency all required documentation and reports described in Section II.E; and
d. Timely (in accordance with the Annual Budget Summary) and accurately submit the Request for Payment, the Receipt and Expenditure Report, and supporting documentation.

2. Monitoring and Evaluation Methodology

The Agency will review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor through telephone, in writing, and/or on-site visit(s). The Agency's determination of acceptable performance shall be conclusive. The Contractor 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.

H. Contractor Responsibilities

1. Contractor Accountability

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

2. Coordination with Other Providers and/or Entities

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

I. Agency Responsibilities

1. Agency Obligations

The Agency may provide technical support to assist the Contractor in meeting the requirements of this contract. The support, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.

2. Agency Determinations

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

III. METHOD OF PAYMENT

A. Payment Methods Used

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

1. Fixed Fee/Unit Rate

Payments for Fixed Fee/Unit Rate shall not exceed amounts established in the Service Rate Report.

2. Cost Reimbursement

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

3. Advance Payments

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Agency and the Department by the State of Florida ("budget release"). The Contractor's requests for advance require the approval of the Agency Contract Manager. The Contractor shall provide the Agency Contract Manager documentation justifying the need for an advance and

describing how the funds will be distributed. If sufficient budget is available, the Agency will issue approved advanced payments after July 1st of the contract year.

a. Any advanced payments the Contractor requested for subcontractors must be distributed within seven (7) days of receipt of payment from the Agency. The Contractor shall submit to the Agency documentation to support full distribution of advanced funds with report number 5, due to the Agency on October 9, in accordance with the **Invoice Report Schedule.**

b. All advanced payments retained by the Contractor must be fully expended no later than September 30, 20xx. Any portion of advanced payments not expended must be recouped on the Invoice Report Schedule, report number 5, due to the Agency on October 9, in accordance with the Invoice Report Schedule.

c. All advance payments made to the Contractor shall be reimbursed 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 5, in accordance with the Invoice Report Schedule.

B. Method of Invoice Payment

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

1. Have a Remittance Address that corresponds exactly to the "Remit To" address provided to MFMP during registration;

2. Request payment on a monthly basis for the units of services established in the Agency's approved Area Plan, provided in conformance with the requirements as described in the DOEA Programs and Services Handbook, at the rates established in the Service Rate Report of the contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. Any requested changes to the approved budget subsequent to the execution of this contract must be submitted to the Contract Manager for approval. Any change to the total contract amount requires a formal amendment;

3. The Contractor shall consolidate all subcontractors' Requests for Payment and Expenditure Reports that support Requests for Payment and shall submit to the Agency using the attached Request for Payment form, Receipt and Expenditure Report for services, which must include itemized expenditure categories; and

4. All Requests for Payment shall be based on the submission of monthly Expenditure Reports beginning with the first month of this contract. The schedule for submission of advance requests (when available) and invoices is listed in the Invoice Schedule.

C. Payment Withholding

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

D. Final Invoice Instructions

The Contractor shall submit the final Request for Payment to the Agency no later than July 25, 20xx.

E. CIRTS Data Entries for Subcontractors

The Contractor must require Subcontractors to enter all required data for clients and services in the CIRTS database per the DOEA Programs and Services Handbook and the CIRTS User Manual – Aging Provider Network users (located in Documents on the CIRTS Enterprise Application Services). Contractors must enter this data into the CIRTS prior to submitting their requests for payment and expenditure reports to the Contractor. The Contractor shall establish deadlines for completing CIRTS data entry and to ensure compliance with due dates for the requests for payment and expenditure reports that Contractor must submit to the Agency.

F. Contractors' Monthly CIRTS Reports

The Agency must require Contractors to run monthly CIRTS reports and verify client and service data in CIRTS is accurate. This report must be submitted to the Agency with the monthly Request for Payment and Expenditure Report and must be reviewed by the Agency before the Contractor's Request for Payment and Expenditure Reports can be approved by the Agency.

G. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in Section II.D.1-3 of this contract are performed pursuant to contract requirements.

2. If at any time the Contractor is notified by the Agency Contract Manager that it has failed to correctly, completely, or adequately perform contract deliverables identified in Section II.D.1-3 of this contract, the Contractor will have ten (10) days to submit a Corrective Action Plan ("CAP") to the Agency Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Agency Contract Manager. The Agency shall assess a Financial Consequence for Non-Compliance on the Contractor as referenced in Section III.I. of this contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Agency will also assess a Financial Consequence for failure to timely submit a CAP.

3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Agency shall deduct the percentage established in Section III.I. of this contract from the payment for the invoice of the following month.

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

H. Financial Consequences

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

2. Delivery of services to eligible clients as referenced in Section II.A.1-3 and Section II.D.1 of this contract – Failure to comply with established assessment and prioritization criteria, as evidenced by CIRTS reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Agency's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Agency-approved CAP, referenced in Section III.H.

3. Timely submission of a CAP – Failure to timely submit a CAP within ten (10) business days after notification of a deficiency by the Agency Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Agency's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Agency approved CAP, referenced in Section IIIH.

4. Exceptions may be granted solely, in writing, by the Agency contract manager.

IV. SPECIAL PROVISIONS

A. Final Budget and Funding Revision Requests

Final requests for budget revisions or adjustments to contract funds based on expenditures for provided services must be submitted to the Agency Contract Manager in writing no later than June 30, 20xx. Email requests are considered acceptable.

B. Contractor's Financial Obligations

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

2. **Cost Sharing and Co-payments**
   The Agency shall ensure Contractors establish annual co-payment goals. The Agency has the option to withhold a portion of the Contractor's request for payment if goals are not met according to the Agency's co-payment guidelines, in accordance with the current DOEA Programs and Services Handbook, which is incorporated by reference. Co-payments include only the amounts assessed to consumers by Contractors 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.

C. Remedies for Nonconforming Services

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

2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. The Contractor's signature on the Request for Payment Form certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The 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 Contractor or any Subcontractors and referred to a governmental or investigatory agency must be sent to the Agency. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Contractor shall notify the Inspector General

at the Agency immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Contractor or Subcontractors, must be sent to the Agency and DOEA's Inspector General with a summary of the investigation and allegations.

E. Volunteers – If applicable, the Contractor 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 Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service).

F. Enforcement

1. In accordance with Section 430.04, F.S., the Agency may, without taking any intermediate measures available to it against the Contractor, rescind the Contractors designation as a lead agency, if the Agency finds that any of the following have occurred:

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

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

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

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

e. The Contractor has failed to adhere to the terms of this contract.

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

g. The Contractor has failed to implement and maintain an Agency-approved client grievance resolution procedure.

2. The Agency may, at its sole discretion, in accordance with Section 430.04, F.S., take intermediate measures against the Contractor, including corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.

3. In making any determination under this provision the Agency may rely upon findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of contract are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Lee County. In the event the Agency initiates action to rescind an area agency on aging designation, the Agency shall follow the procedures set forth in 42 U. S. C. §3025(b).

END OF ATTACHMENT I

ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Agency to the Contractor may be subject to audits and/or monitoring by the Area Agency on Aging for Southwest Florida, Inc., 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 Agency and/or Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency and/or Department. In the event the Agency and/or Department determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Agency and/or Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Agency's Vice President of Finance.

AUDITS

PART I: FEDERALLY FUNDED

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

In the event that the Contractor expends $750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the Agency by this contract. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Agency. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

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

If the Contractor expends less than $750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than $750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Agency shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit report with reference to the Area Agency on Aging for Southwest Florida, Inc. contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Agency in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor's fiscal year end.

PART II: STATE FUNDED

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

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of $750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and 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 contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Agency, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

If the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Agency shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Agency shall be fully disclosed in the audit report with reference to the Agency contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Agency in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Agency retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

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

The Area Agency on Aging for Southwest Florida, Inc. at the following address:

Area Agency on Aging for Southwest Florida, Inc.
Attn: Tammy Rhoades, VP of Finance
15201 N Cleveland Ave., Suite 1100
North Fort Myers, FL 33903

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

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

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

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

The Contractor shall submit a copy of any management letter issued by the auditor, to the Area Agency on Aging for Southwest Florida, Inc. at the following address:

Area Agency on Aging for Southwest Florida, Inc.
Attn: Tammy Rhoades, VP of Finance
15201 N Cleveland Ave., Suite 1100
North Fort Myers, FL 33903

Additionally, copies of financial reporting packages required by this contract's Financial Compliance Audit Attachment, Part II shall be submitted by or on behalf of the Contractor directly to each of the following: Area Agency on Aging for Southwest Florida, Inc. at the following address:

Area Agency on Aging for Southwest Florida, Inc.
Attn: Tammy Rhoades, VP of Finance
15201 N Cleveland Ave., Suite 1100
North Fort Myers, FL 33903

The Auditor General's Office at the following address:

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

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

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

PART IV: RECORD RETENTION

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

ATTACHMENT II-EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

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

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

_____Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.
_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 Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Agency 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. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*
2 CFR §200.100 – Administrative Requirements
2 CFR §200 Subpart F – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

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

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*
2 CFR §200.100 – Administrative Requirements
2 CFR §200 Subpart F – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).
**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

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

Sections 215.97 & 215.971, F.S.
Chapter 69I-5, F.A.C.
State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT III
EXHIBIT 2

FINANCIAL AND COMPLIANCE AUDIT ATTACHMENT
EXHIBIT 2-FUNDING SUMMARY

Note: Title 2 CFR § 200.331, As Revised, and Section 215.97(5), Florida Statutes, Require That Information About Federal Programs and State Projects Be Provided to the Recipient and Are Stated in the Financial and Compliance Audit Attachment and Exhibit 1. Financial and Compliance Audit Attachment, Exhibit 2-Funding Summary Provides Information Regarding the Funding Sources Applicable to This Contract, Contained Herein, Is A Prediction of Funding Sources and Related Amounts Based on the Contract Budget.

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

GRANT AWARD (FAIN#): N/A		**FEDERAL AWARD DATE:**	
DUNS NUMBER: 000000000			
PROGRAM TITLE	**FUNDING SOURCE**	**CFDA**	**AMOUNT**
TOTAL FEDERAL AWARD			

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

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Alzheimer's Disease Initiative	General Revenue-County	65004	$ 000000.00
	General Revenue-County	65004	$ 000000.00
	General Revenue-County	65004	$ 000000.00
TOTAL AWARD			**$ 000000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:
STATE FINANCIAL ASSISTANCE:
Section 215.97, F.S., Chapter 69I-5, FL Admin Code, Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules and regulations.

ATTACHMENT III

CERTIFICATIONS AND ASSURANCES

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

A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)

B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)

C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)

D. Certification Regarding Public Entity Crimes, section 287.133, F.S.

E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)

F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.

G. Certification Regarding Data Integrity Compliance For Contracts, Agreements, Grants, Loans And Cooperative Agreements

H. Verification of Employment Status Certification

I. Records and Documentation

J. Certification Regarding Inspection of Public Records

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

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

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

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (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 Agency.
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 Agency.
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 Agency.
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 Agency.
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.

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

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

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

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

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

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

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

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

If this Contract is in the amount of $1 million or more, in accordance with the requirements of Section 287.135, F.S., Contractor hereby certifies that it is not participating in a boycott of Israel, is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, F.S.

Contractor understands that pursuant to Section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

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

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

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

2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this contract warrant 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 Area Agency on Aging for Southwest Florida, Inc., Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this contract and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

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

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 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 Agency is named in the civil action, Contractor agrees to indemnify and hold harmless the Agency for any costs incurred by the Agency, and any attorneys' fees assessed or awarded against the Agency from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
   a. Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Agency 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 (Area Agency on Aging for Southwest Florida, Inc.)** 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.

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

Contractor's signature below attests that records pertaining to the dues or membership application by the Agency are available for inspection as stated above.

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

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

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

Signature and Title of Authorized Representative	**Street Address**
Contractor **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), Washington, DC 20503.

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

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

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

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

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

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

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

6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub-contracts.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.

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

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

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 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 DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

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

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

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

_____

_____

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

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

6. Is an Assurance of Compliance on file with DOEA? **N/A** ☐ **YES** ☐ **NO** ☐

_____

_____

_____

7. Compare the staff composition to the population. Is staff representative of the population? **N/A** ☐ **YES** ☐ **NO** ☐

_____

_____

_____

8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? **N/A** ☐ **YES** ☐ **NO** ☐

_____

_____

_____

9. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? **N/A** ☐ **YES** ☐ **NO** ☐

_____

_____

_____

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability? **N/A** ☐ **YES** ☐ **NO** ☐

_____

_____

_____

11. Is the program/facility accessible to non-English speaking clients? **N/A** ☐ **YES** ☐ **NO** ☐

_____

_____

_____

12. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? **N/A** ☐ **YES** ☐ **NO** ☐

Verbal ☐ Written ☐ Poster ☐

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 assure 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** ☐

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

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

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

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

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

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

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

9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).

10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).

11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).

12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy

or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Area Agency on Aging for Southwest Florida, Inc. and/or the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).

14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.

15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:

    a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
    b. Modify policies and practices that do not meet Section 504 requirements.
    c. Take remedial steps to eliminate any discrimination that has been identified.
    d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.

17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).

18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).

19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).

20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52 (d).

21. Programs/facilities with 50 or more employees and $50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT VI
BACKGROUND SCREENING

DEPARTMENT OF ELDER AFFAIRS STATE OF FLORIDA

BACKGROUND SCREENING

Affidavit of Compliance - Employer

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

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. *See* §§ 435.02, 430.0402, Fla. Stat.

- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____,
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

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

_____ _____
Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____ (Name of Representative) who is personally known to me or produced _____ as proof of identification.

_____ _____
Print, Type, or Stamp Commissioned Name of Notary Public Notary Public

DOEA Form 235, Affidavit of Compliance - Employer, Effective April 2012 Section 435.05(3), F.S.
Form available at: http://elderaffairs.state.fl.us/english/backgroundscreening.php

ATTACHMENT VII

INVOICE REPORT SCHEDULE
ALZHEIMER'S DISEASE INITIATIVE

Report Number	Based On	Submit to Agency on This Date
1	July Advance*	July 1
2	August Advance*	July 1
3	July Expenditure Report	August 9
4	August Expenditure Report	September 9
5	September Expenditure Report	October 9
6	October Expenditure Report	November 9
7	November Expenditure Report	December 9
8	December Expenditure Report	January 9
9	January Expenditure Report	February 9
10	February Expenditure Report	March 9
11	March Expenditure Report	April 9
12	April Expenditure Report	May 9
13	May Expenditure Report	June 9
14	June Expenditure Report	July 9
15	Final Request for Payment	July 25

Legend: * Advance based on projected cash need

Note # 1: Report #1 for Advance Basis Contracts cannot be submitted to the Area Agency Aging for Southwest Florida, Inc. prior to July 1 or until the contract with the Agency has been executed and a copy sent to the Area Agency on Aging for Southwest Florida, Inc. Actual submission of the vouchers to the Agency is dependent on the accuracy of the expenditure report.

Note # 2: Report numbers 5 through 14 shall reflect an adjustment of at least one-tenth of the total advance amounts, repaying advances issued the first two months of the agreement. All advance payments made to the Contractor shall be returned to the Agency and reported as an advance recoupment on each request for payment. The adjustment shall be recorded in Part C, Line 1 of the report (**ATTACHMENT X**).

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

ATTACHMENT VIII

ANNUAL BUDGET SUMMARY

ALZHEIMER'S DISEASE INITIATIVE PROGRAM

for

LEAD AGENCY

County	
ALLOCATION TOTAL	$ 000,000.00
County	
ALLOCATION TOTAL	$ 000,000.00
County	
ALLOCATION TOTAL	$ 000,000.00
Total	**$ 0,000,000.00**

ATTACHMENT IX

REQUEST FOR PAYMENT
ALZHEIMERS DISEASE INITIATIVE PROGRAM

RECIPIENT NAME, ADDRESS, PHONE# and FEID#	TYPE OF REPORT : A. PAYMENT REQUEST: Regular _____ Supplemental _____ B. METHOD OF PAYMENT: Advance _____ Reimbursement _____	This Request Period_____ PSA # _____ Report # _____ Contract # _____ Contract Period _____

CERTIFICATION: I hereby certify to the best of my knowledge that this request is complete and correct and conforms with the terms and the purposes of the above contract.

Prepared by:_____ Date:_____ Approved by: _____ Date:_____

PART A: BUDGET SUMMARY	(1) Respite	(2) Model Day Care	TOTAL
1. Approved Contract Amount	$0.00	$0.00	$0.00
2. Previous Funds Received for Contract Period	$0.00	$0.00	$0.00
3. Contract Balance (line 1 minus line 2)	$0.00	$0.00	$0.00
4. Previous Funds Requested and Not Received for Contract Period	$0.00	$0.00	$0.00
5. Contract Balance (line 3 minus line 4)	$0.00	$0.00	$0.00
PART B: CONTRACT FUNDS REQUEST			
1. Anticipated Cash Needs (1st - 2nd month, Attach Justification)	$0.00	$0.00	$0.00
2. Net Expenditures For Month (DOEA Form 105Z Part B, Line 3)	$0.00	$0.00	$0.00
3. TOTAL	$0.00	$0.00	$0.00
PART C: NET FUNDS REQUESTED			
1. Less Advance Applied	$0.00	$0.00	$0.00
2. Contract Funds are Hereby Requested for (Part B, Line 3 minus Part C, Line 1)	$0.00	$0.00	$0.00

List of Services / Units / Rates provided - See attached report.

DOEA FORM 106Z
Revised 5/4/12

ATTACHMENT X

RECEIPT AND EXPENDITURE REPORT
ALZHEIMERS DISEASE INITIATIVE PROGRAM

PROVIDER NAME, ADDRESS, PHONE # and FEID#	Program Funding : Respite _____ Model Day Care _____	THIS REPORT PERIOD: From _____ To _____ CONTRACT PERIOD: CONTRACT # REPORT # PSA#

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

Prepared by : _____Date :_____ Approved by : _____Date :_____

PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. State Funds	$0.00	$0.00	$0.00	#DIV/0!
2. Program Income	$0.00	$0.00	$0.00	#DIV/0!
3. Local Cash Match	$0.00	$0.00	$0.00	#DIV/0!
4. SUBTOTAL: CASH RECEIPTS				
5. Local In-Kind Match				
6. TOTAL RECEIPTS	$0.00	$0.00	$0.00	#DIV/0!

PART B : EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Administrative Services	$0.00	$0.00	$0.00	#DIV/0!
2. Service Subcontractor(s)	$0.00	$0.00	$0.00	#DIV/0!
3. TOTAL EXPENDITURES	$0.00	$0.00	$0.00	#DIV/0!

PART C : OTHER REVENUE AND EXPENDITURES	II. Interest:	III. Advance Recouped
I. Program Income (PI) 1. ADI: PI Collected YTD $_____ (Includes co-payments collected)	1. Earned on GR Advance $_____ 2. Return of GR Advance $_____ 3. Other Earned $_____	$ _____

PART D : CO-PAYMENTS	CURRENT MONTH	YEAR-TO-DATE
1. Total of Co-payments assessed	$_____	$_____
2. Total of Co-payments collected (For Tracking Purposes only)	$_____	$_____

DOEA FORM 105Z
Revised 5/25/2010

ATTACHMENT XI

SERVICE RATE REPORT

Rate Summary

DELIVERABLES	HIGHEST REIMBURSEMENT UNIT RATE	METHOD OF PAYMENTS
Case Aide:	$00.00	Fixed Fee / Unit Rate
Case Management:	$00.00	Fixed Fee / Unit Rate
Respite In-Facility:	$00.00	Fixed Fee / Unit Rate
Respite In-Home:	$00.00	Fixed Fee / Unit Rate
Specialized Medical Equipment, Services and Supplies		Cost Reimbursement
Transportation		Cost Reimbursement

Appendix I

AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.

HOME CARE FOR THE ELDERLY

LEAD AGENCY

THIS CONTRACT is entered into between Area Agency on Aging for Southwest Florida, Inc. (Agency) and LEAD AGENCY, (Contractor), collectively referred to as the "Parties." The term Contractor 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 Contractor 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 Contract:

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

2. Incorporation of Documents within the Contract:

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

3. Term of Contract:

This contract shall begin at twelve (12:00) A.M., Eastern Standard Time **July 1, 20xx** or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **June 30, 20xx**.

4. Contract Amount:

The Agency agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **$000,000.00** subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals:

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

6. Compliance with Federal Law:

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

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

6.1.2 If this contract contains federal funds and is over $100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) 7401, et seq.), 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 Contractor shall report any violations of the above to the Agency.

6.1.3 The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the Certification and Assurances Attachment, which must be completed and returned to the Contract Manager prior to the execution of this contract.

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

6.1.5 A contract award with an amount expected to equal or exceed $25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Contractor shall complete and sign the Certifications and Assurances Attachment prior to the execution of this contract.

6.2 The Contractor shall not employ an unauthorized alien. The 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). Such violation will be cause for unilateral cancellation of this contract by the Agency.

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

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

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

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

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

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

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

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

7.3.1 The Contractor shall perform all tasks contained in **ATTACHMENT I.**

7.3.2 The Contractor shall provide units of deliverables, including reports, findings, and drafts, as specified in **ATTACHMENT I**, to be received and accepted by the contract manager prior to payment.

7.3.3 The Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in **ATTACHMENT I**, **SECTION III. METHOD OF PAYMENT**.

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

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

7.3.6 The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Contractor in conjunction with this contract except for those records which are made confidential or exempt by law. The Contractors refusal to comply with this provision will constitute an immediate breach of contract for which the Agency may unilaterally terminate this contract.

7.4 If clients are to be transported under this contract, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, Florida Administrative Code (F.A.C).

7.5 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.

7.6 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

7.7 In accordance with Section 287.135, F.S., any Contractor on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List (Lists), created pursuant to Section 215.473, F.S. and 215.4725, F.S., or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria, is ineligible to enter into or renew a contract with the Agency and/or Department for goods or services of $1,000,000 or more. Pursuant to Section 287.135, F.S., the Agency and/or Department may terminate this contract if the Contractor is found to have submitted a false certification of its status on the Lists or has been placed on the Lists or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria. Further, the Contractor is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. The Contractor shall complete and sign the Certifications and Assurances Attachment prior to the execution of this contract.

8. Background Screening:

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Departments level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor 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. To demonstrate compliance with this provision, Contractor shall submit to the Agency, the Background Screening Affidavit of Compliance (Screening Form) upon thirty (30) days of execution of this contract. Should the Agency have a completed Screening Form on file for the Contractor, a new Screening Form will be required every twelve (12) months.

8.1 Further information concerning the procedures for background screening may be found at http://elderaffairs.state.fl.us//backgroundscreening.php.

9. Grievance Procedures:

The Contractor shall develop, implement, and ensure that its Subcontractors have established grievance procedures to process and resolve client dissatisfaction with or denial of service(s), and address complaints regarding the termination,

suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, will provide for notice of the grievance procedure and an opportunity for review of the Subcontractors determination(s).

10. Public Records and Retention:

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

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

10.1.2 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 a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

10.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Agency.

10.1.4 Upon completion of the contract, the Contractor will either transfer, at no cost to the Agency, all public records in possession of the Contractor, or will keep and maintain public records required by the Agency. If the Contractor transfers all public records to the Agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

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

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

Public Records Coordinator
Area Agency on Aging for Southwest Florida, Inc.
15201 N Cleveland Ave., Suite 1100
North Fort Myers, FL 33903
239-652-6900 or 866-413-5337

11. Audits, Inspections, Investigations:

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

11.2 The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Agency.

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

11.4 The Contractor 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 and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractors contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.

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

11.7 Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes. Contractor further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this contract the Contractor understands and will comply with this subsection.

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

12.1 The Contractor shall execute Assurances as stated in the Assurances-Non-Construction Programs Attachment that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all Contractors, Subcontractors, Sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

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

12.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

12.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor 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 and denial of further assistance.

13. <u>Monitoring by the Agency:</u>

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

14. Provision of Services:

The Contractor shall provide services in the manner described in **ATTACHMENT I**.

15. Coordinated Monitoring with Other Agencies:

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

16. Indemnification:

The Contractor shall indemnify, save, defend, and hold harmless the Agency and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Agency for claims, demands, actions or causes of action arising solely out of the negligence of the Agency.

16.1 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.

17. Insurance and Bonding:

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

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

18. Confidentiality of Information:

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

19. Health Insurance Portability and Accountability Act:

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

20. Incident Reporting:

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

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

21. Bankruptcy Notification:

During the term of this contract, the Contractor shall immediately notify the Area Agency and/or the Florida Department of Elder Affairs if the Contractor, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Area Agency and/or Florida of Elder Affairs: (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., Middle District of Florida, Fort Myers, Florida); and (4) the name, address, and telephone number of the bankruptcy attorney.

22. Sponsorship and Publicity:

22.1 As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractors name) and the Area Agency on Aging for Southwest Florida, and the State of Florida, of Elder Affairs." If the sponsorship reference is in written material, the words "Area Agency on Aging for Southwest Florida, 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.

22.2 The Contractor shall not use the words "Area Agency on Aging for Southwest Florida, and the State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Agency prior to use.

23. Assignments:

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

23.2 The State of Florida and/or the Area Agency is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor. In the event the State of Florida and/or the Area Agency approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with this contract.

23.3 This contract shall remain binding upon the successors in interest of either the Contractor or the Agency.

24. Subcontracts:

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

24.2 The Contractor 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., unless otherwise stated in the contract between the Contractor and Subcontractor, will result in a penalty as provided by statute.

25. Independent Capacity of Contractor:

It is the intent and understanding of the Parties that the Contractor, and any of its Subcontractors, are independent Contractors and are not employees of the Agency and shall not hold themselves out as employees or agents of the Agency without specific authorization from the Agency. It is the further intent and understanding of the Parties that the Agency does not control the employment practices of the Contractor and will not be liable for any wage and

hour, employment discrimination, or other labor and employment claims against the Contractor or its Subcontractors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor are the sole responsibility of the Contractor.

26. Payment:

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

27. Return of Funds:

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

28. Data Integrity and Safeguarding Information:

The Contractor shall ensure an appropriate level of data security for the information the Contractor is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall ensure all Subcontractors maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements prior to the execution of this contract.

29. Computer Use and Social Media Policy:

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

30. Conflict of Interest:

The Contractor shall establish safeguards to prohibit employees, board members, management and Subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or Subcontractor shall participate in the selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent,would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor or Subcontractors officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors, or parties to Subcontracts. The Contractors 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 contract. The Contractor's employees and Subcontractors must make the same disclosures described above to the Contractors board of directors. Compliance with this provision will be monitored.

31. Public Entity Crime:

Pursuant to Section 287.133(2)(a), 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.

32. Purchasing:

32.1 The Contractor may purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Contractor shall be deemed to be substituted for the Agency insofar as dealings with PRIDE. This clause is not applicable to Subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 800-643-8459.

32.2 The Contractor may procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of Section 403.7065, F.S.

32.3 The Contractor may purchase articles that are the subject of, or required to carry out, this contract from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S. For purposes of this contract, the Contractor shall be deemed to be substituted for the Agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org. This clause is not applicable to Subcontractors unless otherwise required by law.

33. Patents, Copyrights, Royalties:

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

33.1 If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this section 34.

33.2 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR § 200.315.

33.3 Notwithstanding the foregoing provisions, if the Contractor or one of its Subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the Agency 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.

34. Emergency Preparedness and Continuity of Operations:

34.1 If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of this contract, submit to the Agency's Contract Manager verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Agency of emergency provisions.

34.2 In the event a situation results in a cessation of services by a Subcontractor, the Contractor shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

35. Equipment:

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

35.2 Contractors and Subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Agency upon request. The Contractor shall promptly investigate, fully document and notify the Agency's Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Agency's Contract Manager.

35.3 The Contractor's property management standards for equipment acquired with federal funds and federally-owned equipment shall include accurately maintained equipment records with the following information:

35.3.1 A description of the equipment;

35.3.2 Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;

35.3.3 Source of the equipment, including the award number;

35.3.4 Whether title vests in the Contractor or the federal government;

35.3.5 Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;

35.3.6 Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);

35.3.7 Location and condition of the equipment and the date the information was reported;

35.3.8 Unit acquisition cost; and

35.3.9 Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.

35.4 Equipment purchased with federal funds with an acquisition cost over $5,000.00 and equipment purchased with state funds with an acquisition cost over $1,000.00 that is specifically identified and approved by the Agency area plan is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor, subject to the conditions of 2 CFR Part 200. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract, or identified in the sub-agreements with Subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.017, F. A. C. and 45 CFR Part 75.

35.5 The Contractor shall not dispose of any equipment or materials provided by the Agency, or purchased with funds provided through this contract without first obtaining the approval of the Agency's Contract Manager. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Agency's Contract Manager. The request should include a brief description of the property, purchase price, funding source, and percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractors proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).

35.6 The Agency's Contract Manager will issue disposition instructions. If disposition instructions are not received within one hundred twenty (120) days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR §200.313.

35.7 Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of the Agency. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b USC. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F.S.

35.8 Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.

35.9 The Contractor must adhere to the Agency's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing $1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the Agency upon request. The Contractor has the responsibility to require any Subcontractors to comply with the Agency's ITR procedures.

36. PUR 1000 Form:

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

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

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

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

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

38. Dispute Resolution:

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

39. Financial Consequences:

If the Contractor fails to meet the minimum level of service or performance identified in this contract, the Agency will impose financial consequences as stated in **ATTACHMENT I**.

40. 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.

41. Venue:

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

42. Entire Contract:

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

43. 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.

44. 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.

45. Condition Precedent to Contract Appropriations:

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

46. Addition/Deletion:

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

47. Waiver:

The delay or failure by the Agency to exercise or enforce any of its rights under this contract 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.

48. Compliance:

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

49. Final Invoice:

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

50. Renegotiations of Modifications:

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

51. Suspension of Work:

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

52. Termination:

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

52.2 Termination for Cause. The Agency may terminate the contract if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the 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 contract.

52.3 Upon termination of the contract, the Contractor and Subcontractors shall, at no cost to the Agency, transfer all public records in their possession to the Agency and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

53. Electronic Records and Signature:

The Agency authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Agreement. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, Section 668.50, F.S. All electronic records must be fully auditable; are subject to Florida's Public Records Law, Chapter 119, F.S.; must comply with Section 29, Data

Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by this Agreement.

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

53.2 Upon request by the Agency, the Contractor 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.

54. <u>Contract Manager:</u>

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

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

a.	The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	LEAD AGENCY Address
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Contact Person LEAD AGENCY Address
c.	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	Contact Person LEAD AGENCY Address Phone #
d.	The section and location within the Agency where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Area Agency on Aging for Southwest Florida, Inc. 15201 North Cleveland Avenue, Suite 1100 North Fort Myers, FL 33903
e.	The name, address, and telephone number of the Contract Manager for this contract is:	Tammy Rhoades, Vice President of Finance Area Agency on Aging for Southwest Florida, Inc. 15201 North Cleveland Avenue, Suite 1100 North Fort Myers, FL 33903 239-652-6900
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party.		

56. All Terms and Conditions Included:

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

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

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

CONTRACTOR: LEAD AGENCY

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

Federal Tax ID: 00-0000000
Fiscal Year Ending Date: 09/30
DUNS: 000000000

AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.

SIGNED BY: _____

NAME: MARIANNE G LORINI

TITLE: PRESIDENT/CEO

DATE: _____

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ATTACHMENT I

STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. Definitions of Terms

1. Acronyms

Area Agency on Aging (AAA)

Adult Protective Services (APS)

Adult Protective Services Referral Tracking Tool (ARTT)

Corrective Action Plan (CAP)

Community Care for Disabled Adults (CCDA)

Community Care for the Elderly (CCE)

Client Information and Registration Tracking System (CIRTS)

Department of Children and Families (DCF)

Florida Department of Elder Affairs ()

Florida Statutes (F.S.)

Home Care for Disabled Adults (HCDA)

Home Care for the Elderly (HCE)

Institutional Care Program (ICP)

Notice of Instruction (NOI)

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 Services, CCDA or HCDA services to the Agency'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 Section 306 (42 U.S.C. 3026) of the Older Americans Act 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 HCE Program specific data in CIRTS. An update may also include other revisions to the Area Plan as instructed by the Department**.**

Department of Elder Affairs Programs and Services Handbook (Handbook or Handbook): An official document of DOEA. Handbook includes program policies, procedures, and standards applicable to agencies which are recipients/providers of funded programs. An annual update is provided through a Notice of Instruction.

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

Notice of Instruction (NOI): The Department's established method to communicate to the Agency the requirement to perform a particular task or activity. NOIs are located on the Department's website at http://elderaffairs.state.fl.us//nois.php.

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.

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 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, 430.602, 430.603, 430.604, 430.605, 430.606, 430.608, F.S.; and

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

3. Scope of Service

The Agency is responsible for the programmatic, fiscal and operational management of HCE. The program services shall be provided in a manner consistent with the Agency's current Area Plan, as updated, and the current Department of Elder Affairs Programs and Services Handbook, which are incorporated by reference.

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.

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 are able to remain in a family-style setting with a caregiver through the provision of subsidies.

2. Client Eligibility

Clients eligible to receive services under this contract must:

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

b. Have income no greater than the ICP standard;

c. Meet the ICP asset limitation;

d. Be at risk of nursing home placement;

e. Have an approved adult caregiver living in the home with them who is willing and able to provide care or assist in arranging for care; and

f. Not be enrolled in a Medicaid capitated long-term care program.

3. Caregiver Eligibility

Caregivers eligible to receive services under this contract must:

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

b. Be capable of providing a family-type living environment;

c. Be a relative or a friend who has been accepted by the client as a surrogate family, or is 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 care 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; 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 Agency 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 Contractor shall perform, or ensure that its Subcontractors perform, the following tasks:

1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in Section I.C.2. and 3.

2. Assessment and Prioritization of Service Delivery for New Clients

The Contractor 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 in order to serve new clients being assessed and prioritized for service delivery.

a. DCF APS High Risk individuals: The Contractor shall ensure that pursuant to Section 430.205(5)(a), F.S., those elderly persons who are determined by DCF APS to be victims of abuse, neglect, or exploitation who are in need of immediate services to prevent further harm, and are referred by APS, will be given primary consideration for receiving HCE 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 Agency or as established in accordance with local protocols developed between Agency service contractors and APS. The Contractor 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 Contractor or Subcontractor, the Contractor shall:

(1) 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

(2) 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 a 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 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 Agency's functional assessment administered to each applicant, to the extent funding is available. The Contractor shall ensure that first 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 Contractor shall ensure the provision of program services is consistent with the Contractor's current area plan, as updated and approved by the Agency and/or Department, and the current DOEA Programs and Services Handbook.

B. Staffing Requirements

1. Staffing Levels

The Contractor shall dedicate the staff necessary to meet the obligations of this contract and ensure that subcontractors dedicate adequate staff accordingly.

2. Professional Qualifications

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

3. Service Times

The Contractor shall ensure the availability of services listed in this contract at times appropriate to meet client service needs, 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 EST.

4. Use of Subcontractors

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

a. Copies of Subcontracts

The Contractor shall submit a copy of all subcontracts to the Contract Manager within thirty (30) days of the subcontract being executed.

b. Monitoring the Performance of Subcontractors

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

c. Copies of Subcontractor Monitoring Reports

The Contractor shall forward a copy of all subcontractor monitoring reports to the Agency's Contract Manager within thirty (30) days of the report being issued to the Subcontractors, Subrecipients, Vendors, and/or Consultants.

C. 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 Contractor shall ensure the provision of a continuum of services that meets the diverse needs of the functionally impaired elders and their caregivers. The Contractor shall ensure performance and reporting of the following services in accordance with the Agency's current Department-approved Area Plan, the current DOEA Programs and Services Handbook, which is incorporated by reference, and Section II.A.1-3 of this contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The services include the following categories:

a. Basic Subsidy

The Contractor shall ensure that the Basic Subsidy is a cash payment made to an approved caregiver each month to reimburse expenses incurred in caring for the client as detailed in II.C.1.b. and the D O E A Handbook. The Basic Subsidy is provided for support and maintenance of the care recipient, including housing, food, clothing, and medical costs not covered by Medicaid, Medicare or any other insurance. A Basic Subsidy shall be paid to approved caregivers when the client is in the home for any part of the month. If the client is hospitalized or in any other temporary institution for thirty (30) days or less, the full Basic Subsidy shall be provided to the caregiver as if the client were in the home.

b. Calculating the Basic Subsidy

The Basic Subsidy shall be based on the financial status of the client receiving care. In the event that both a husband and wife are clients, their combined financial status shall be used to determine the amount of the Basic Subsidy. The Contractor shall ensure the Basic Subsidy is calculated in accordance with the current DOEA Programs and Services Handbook.

c. Special Subsidy Services

The Contractor 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 recipient. A Special Subsidy shall be paid to the approved caregivers when the client is in the home for any part of the month. Special Subsidy Services may be authorized through a vendor agreement. All Special Subsidy services must be performed in accordance with the Department of Elder Affairs Programs and Services Handbook. Special Subsidy services include the following:

1) Adult Day Care	11) Housing Improvement
2) Adult Day Health Care	12) Material Aid
3) Caregiver Training/Support	13) Occupational Therapy
4) Chore	14) Other
5) Chore (Enhanced)	15) Personal Care
6) Counseling (Gerontological)	16) Physical Therapy
7) Counseling (Mental Health/Screening)	17) Respite (Facility Based or In-Home)
8) Home Health Aide Service	18) Skilled Nursing Services
9) Homemaker	19) Specialized Medical Equipment, Services and Supplies
10) Home Delivered Meals	20) Speech Therapy
	21) Transportation

d. Access to and Coordination of Services

The Contractor 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. Service Units

The Contractor shall ensure that the provision of services described in this contract is in accordance with the current DOEA Programs and Services Handbook and the service tasks described in Section II.A. **Service Rate Report** lists the services that can be performed, the highest reimbursement unit rate, the method of payment, and the service unit type. Units of service will be paid pursuant to the rate established in the Agency's Area Plan as updated, as shown in the **Service Rate Report,** and approved by the Agency.

D. Reports

The Contractor shall respond within ten (10) business days to the Agency's request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Agency's reporting requirements.

1. CIRTS Reports

The Contractor shall input HCE-specific data into CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS-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.

2. Service Cost Reports

a. The Agency shall require the Contractor to submit Annual Service Cost Reports, which reflect actual costs of providing each service by program. Service Cost Reports for all contracts are due by February 25, 20xx for the prior calendar year.

b. Unit Cost Methodology worksheets must be submitted by August 15 of each year, if a rate increase is being requested for any contract in the next calendar year.

3. Surplus/Deficit Report

The Contractor shall submit a Consolidated Surplus/Deficit Report Lead Agency Spending Report, in a format provided by the Agency, to the Agency Contract Manager by the 18th of each month. This Consolidated Surplus/Deficit Report is for all agreements and contracts between the Contractor and the Agency and must include the following:

a. Contractor's current status regarding surplus/deficit;

b. The Contractor's detailed plan on how the surplus/deficit spending exceeding the threshold specified by the Agency will be resolved;

c. Recommendations to transfer funds to resolve surplus/deficit spending;

d. Input from the Agency's Board of Directors on resolution of spending issues, if applicable;

e. Number of clients currently on APCL that receive a priority ranking score of 4 or 5; and

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

E. Records and Documentation

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

2. Requests for Payment

The Contractor shall maintain documentation to support Requests for Payment that shall be available to the Agency or authorized individuals, such as Department of Financial Services, upon request.

3. CIRTS Data and Maintenance

The Contractor shall ensure, on a monthly basis, collection and maintenance of client and service information in CIRTS 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 Contractor 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 contractor functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location.

5. Policies and Procedures for Records and Documentation

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

F. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

The Contractor must:

a. Ensure the prioritization and service provision of clients in accordance with Section II.A.1-2. of this contract;

b. Ensure the provision of the services described in this contract are in accordance with the current D O E A Programs and Services Handbook and Section II.D of this contract;

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 VIII**) and accurately submit **ATTACHMENTS IX, and ATTACHMENT X, and** supporting documentation.

2. Monitoring and Evaluation Methodology

The Agency will review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor through telephone, in writing, and/or on-site visit(s). The Agency's determination of acceptable performance shall be conclusive. The Contractor 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.

G. Contractor Responsibilities

1. Contractor Accountability

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

2. Coordination with Other Providers and/or Entities

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

H. Agency Responsibilities

1. Agency Obligations

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

2. Agency Determinations

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

III. METHOD OF PAYMENT

A. Payment Methods Used

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

1. Fixed Fee/Unit Rate

Payments for Fixed Fee/Unit Rate shall not exceed amounts established in **ATTACHMENT XI**.

2. Cost Reimbursement

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

3. Caregiver Direct Deposit Payment

All enrolled caregivers will receive payment via direct deposit. Any client, whose caregiver is not set up for direct deposit after one (1) month of enrollment, will not be eligible to receive HCE services.

4. Advance Payments

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Agency and the Department by the State of Florida ("budget release"). The Contractor's requests for advance require the approval of the Area Agency Contract Manager. The Contractor shall provide the Area Agency Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed. If sufficient budget is available, the Agency will issue approved advanced payments after July 1st of the contract year.

a. Any advanced payments the Contractor requested for subcontractors must be distributed within seven days of receipt of payment from the Agency. The Contractor shall submit to the Agency documentation to support full distribution of advanced funds with report number 5, due to the Agency on October 9, 20xx, in accordance with the **Invoice Report Schedule.**

b. All advanced payments retained by the Contractor must be fully expended no later than September 30, 20xx. Any portion of advanced payments not expended must be recouped on the Invoice Schedule, report number 5, due to the Department on October 9, 20xx, in accordance with the Invoice Report Schedule.

c. All advance payments made to the Contractor shall be reimbursed 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 five, in accordance with the Invoice Report Schedule.

B. Method of Invoice Payment

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

1. Have a Remittance Address that corresponds exactly to the "Remit To" address provided to MFMP during registration;

2. Request payment on a monthly basis for the units of services established in the Agency's approved Area Plan, provided in conformance with the requirements as described in the DOEA Programs and Services Handbook, at the rates established in Service Rate Report of the contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. Any requested changes to the approved budget subsequent to the execution of the contract, must be submitted to the Contract Manager for approval. Any change to the total contract amount requires a formal amendment;

3. The Contractor shall consolidate all subcontractors' Requests for Payment and Expenditure Reports that support Requests for Payment and shall submit to the Agency using the attached Request for Payment form, Receipt and Expenditure Report for services, which must include itemized expenditure categories; and

4. All Requests for Payment shall be based on the submission of monthly Expenditure Reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is Invoice Schedule.

C. Payment Withholding

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

D. Final Invoice Instructions

The Contractor shall submit the final Request for Payment to the Agency no later than July 25, 20xx.

E. HCE Subsidy Data Entries Schedule

The Contractor must ensure all data for HCE subsidies are entered in CIRTS by the 15th of each month. HCE subsidy data entered into the CIRTS by the 15th of the month will be for payments incurred between the 16th of the previous month and including billing up to the 15th of the current month. The Contractor shall ensure data entry for HCE subsidies will cease on the 15th of the month and the CIRTS Monthly Service Utilization Report, by consumer and by worker identification is generated. The Contractor shall ensure the Monthly Utilization Report by consumer and by worker identification is verified, corrected, and certified no later than the 20th of the month in which the Report is generated. (Case management data entered into CIRTS by the entered prior to the 9th of the month shall be for units of service provided during the previous billing month from the 1st and up to and including the last day of the previous month and also entered before submitting billing reports which are due by the 9th of each month)

F. CIRTS Data Entries for Subcontractors

The Contractor must enter all required data for clients and services in CIRTS database per the DOEA Programs and Services Handbook and the CIRTS User Manual – Aging Provider Network users (located in Documents on the CIRTS Enterprise Application Services). Contractors must enter this data, CAV and CMV for the previous month's billing, no later than the 9th of each month into CIRTS prior to submitting their requests for payment and expenditure reports to the Agency. When the Area Agency requests backup documentation, the Contractor must submit billing receipts over $150 (total for the month).

G. Time Limits

Upon request from the Area Agency, the caregiver must submit the receipts to the case manager within 30 days. Caregivers will be reimbursed within 60 days of submitting the original receipt to the Contractor. The receipts must be less than 60 days.

H. Contractors' Monthly CIRTS Reports

The Agency must require Contractors to run monthly CIRTS reports and verify client and service data in the CIRTS is accurate. This report must be submitted to the Agency with the monthly Request for Payment and Expenditure Report and must be reviewed by the Agency before the Contractor's Request for Payment and Expenditure Reports can be approved by the Agency.

I. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in Section II.C.1-3 of this contract, are performed pursuant to contract requirements.

2. If at any time the Contractor is notified by the Area Agency Contract Manager that it has failed to correctly, completely, or adequately perform contract deliverables identified in Section II.C.1-3 of this contract, the Contractor will have ten (10) days to submit a Corrective Action Plan ("CAP") to the Area Agency Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Area Agency Contract Manager. The Agency shall assess a Financial Consequence for Non-Compliance on the Contractor as referenced in Section III.J. of this contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Agency will also assess a Financial Consequence for failure to timely submit a CAP.

3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Agency shall deduct the percentage established in Section III.J. of this contract from the payment for the invoice of the following month.

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

J. Financial Consequences

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

2. Delivery of services to eligible clients as referenced in Section II.A.1-2 and Section II.C.1 of this contract – Failure to comply with established assessment and prioritization criteria, as evidenced by CIRTS reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Agency's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Agency-approved CAP, referenced in Section III.I.

3. Timely submission of a CAP – Failure to timely submit a CAP within ten (10) business days after notification of a deficiency by the Area Agency Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Agency's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Agency approved CAP, referenced in Section III.I.

4. Exceptions may be granted solely, in writing, by the contract manager.

II. SPECIAL PROVISIONS

A. Final Budget and Funding Revision Requests

Final requests for budget revisions or adjustments to contract funds based on expenditures for provided services must be submitted to the Area Agency Contract Manager in writing no later than June 25, 20xx; email requests are considered acceptable.

B. Remedies for Nonconforming Services

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

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

C. Investigation of Criminal Allegations:

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

D. Volunteers:

III. If applicable, the Contractor 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 Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

F. Enforcement

1. In accordance with Section 430.04, F.S., the Agency shall rescind designation of a contractor or take intermediate measures against the Contractor, including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by the Agency, placement on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S., if the Agency finds that any of the following have occurred:

    a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program.
    b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.
    c. The Contractor has committed multiple or repeated violations of legal and regulatory requirements or Agency standards.
    d. The Contractor has failed to continue provision or expansion of services after the declaration of a state of emergency.
    e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this contract with the Agency or has exceeded its authority or otherwise failed to adhere to the provisions specifically provided by statute or rule adopted by the Agency.
    f. The Contractor has failed to properly determine client eligibility as defined by the Agency or efficiently manage program budgets.
    g. The Contractor has failed to implement and maintain an Agency-approved client grievance resolution procedure.

2. In making any determination under this provision the Agency may rely upon findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of contract are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Lee County, Florida. In the event the Agency initiates action to rescind a Contractor designation, the Agency shall follow the procedures set forth in 42 U.S.C. §3025(b}.

END OF ATTACHMENT

ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Agency to the Contractor may be subject to audits and/or monitoring by the Area Agency on Aging for Southwest Florida, Inc., 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 Agency and/or Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency and/or Department. In the event the Agency and/or Department determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Agency and/or Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Agency's Vice President of Finance.

AUDITS

PART I: FEDERALLY FUNDED

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

In the event that the Contractor expends $750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. EXHIBIT 2 to this agreement indicates federal resources awarded through the Agency by this agreement. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Agency. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

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

If the Contractor expends less than $750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than $750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to 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 Area Agency on Aging for Southwest Florida, Inc. 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. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor's fiscal year end.

PART II: STATE FUNDED

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

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

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

If the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Agency 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 Agency shall be fully disclosed in the audit report with reference to the Agency 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 Agency in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Agency 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 reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by PART I of this agreement shall be submitted, when required by 2 CFR §200.512 by or on behalf of the Contractor directly to each of the following:

The Area Agency on Aging for Southwest Florida, Inc.at the following address:

Area Agency on Aging for Southwest Florida, Inc.
Attn: Tammy Rhoades, VP of Finance
15201 N Cleveland Ave., Suite 1100
North Fort Myers, FL 33903

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

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

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

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

The Contractor shall submit a copy of any management letter issued by the auditor, to the Area Agency on Aging for Southwest Florida, Inc.at the following address:

Area Agency on Aging for Southwest Florida, Inc.
Attn: Tammy Rhoades, VP of Finance
15201 N Cleveland Ave., Suite 1100
North Fort Myers, FL 33903

Additionally, copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the Contractor directly to each of the following:

The Area Agency on Aging for Southwest Florida, Inc.at the following address:

Area Agency on Aging for Southwest Florida, Inc.
Attn: Tammy Rhoades, VP of Finance
15201 N Cleveland Ave., Suite 1100
North Fort Myers, FL 33903

The Auditor General's Office at the following address:

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

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

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

PART IV: RECORD RETENTION

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

EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

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

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, FAC, Contractor 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 Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Agency 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. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub- recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*
2 CFR §200.100 – Administrative Requirements
2 CFR §200 Subpart F – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

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

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*
2 CFR §200.100 – Administrative Requirements
2 CFR §200 Subpart F – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).
**For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

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

Section 215.97, 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

EXHIBIT 2

FUNDING SUMMARY

Note: Title 2 CFR & 2 CFR Part 200, as revised, and Section 215.97(5), F.S. require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

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

GRANT AWARD (FAIN#):		**FEDERAL AWARD DATE:**	
DUNS NUMBER: 000000000			
PROGRAM TITLE	**FUNDING SOURCE**	**CFDA**	**AMOUNT**
TOTAL FEDERAL AWARD			

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

FEDERAL FUNDS:

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

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

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

PROGRAM TITLE	**FUNDING SOURCE**	**CSFA**	**AMOUNT**
Home Care for the Elderly	General Revenue-County	65001	$ 000,000.00
Home Care for the Elderly	General Revenue-County	65001	$ 000,000.00
Home Care for the Elderly	General Revenue-County	65001	$ 000,000.00
TOTAL AWARD			**$ 000,000.00**

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

STATE FINANCIAL ASSISTANCE

Section 215.97, F.S., Chapter 69I-5, F.A.C, 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

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

A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)

B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)

C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)

D. Certification Regarding Public Entity Crimes, section 287.133, F.S.

E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)

F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.

G. Certification Regarding Data Integrity Compliance For Contracts, Agreements, Grants, Loans And Cooperative Agreements

H. Verification of Employment Status Certification

I. Records and Documentation

J. Certification Regarding Inspection of Public Records

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

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

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

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

2. Title VI of the Civil Rights Act of 1964 (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 and/or Agency.

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 Agency.

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 Agency.

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 Agency.

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.

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

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

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

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

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

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

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

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

If this Contract is in the amount of $1 million or more, in accordance with the requirements of Section 287.135, F.S., Contractor hereby certifies that it is not participating in a boycott of Israel, is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, F.S.

Contractor understands that pursuant to Section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

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

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

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

2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

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

5. The Contractor and any Subcontractors of services under this contract warrant 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 Area Agency on Aging for Southwest Florida, Inc., Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this contract and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

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

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 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 Agency is named in the civil action, Contractor agrees to indemnify and hold harmless the Agency for any costs incurred by the Agency, and any attorneys' fees assessed or awarded against the Agency from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

   a. Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.
2. Section 119.01(3), F.S. states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Area Agency on Aging for Southwest Florida, Inc.)** are public records. Section 119.07, F.S., states 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.

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

Contractor's signature below attests that records pertaining to the dues or membership application by the Agency are available for inspection as stated above.

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

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

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

Signature and Title of Authorized Representative	**Street Address**
Contractor **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), Washington, DC 20503.

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

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

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

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

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

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

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

6) Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7) Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8) Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

9) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub-agreements.

10) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.

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

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

11) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

12) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

13) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

14) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

15) 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.

16) 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 DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

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

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

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

_____

_____

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

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

6. Is an Assurance of Compliance on file with ? **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? **N/A** ☐ **YES** ☐ **NO** ☐

Verbal ☐ Written ☐ Poster ☐

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 assure 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** ☐

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

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

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

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

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

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

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

9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).

10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).

11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).

12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy

or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).

14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.

15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:

    a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
    b. Modify policies and practices that do not meet Section 504 requirements.
    c. Take remedial steps to eliminate any discrimination that has been identified.
    d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.

17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).

18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).

19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).

20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52 (d).

21. Programs/facilities with 50 or more employees and $50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT VI
BACKGROUND SCREENING

DEPARTMENT OF ELDER AFFAIRS STATE OF FLORIDA

BACKGROUND SCREENING

Affidavit of Compliance - Employer

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

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. *See* §§ 435.02, 430.0402, Fla. Stat.

- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____,
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

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

_____ _____
Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____ (Name of Representative) who is personally known to me or produced _____ as proof of identification.

_____ _____
Print, Type, or Stamp Commissioned Name of Notary Public Notary Public

DOEA Form 235, Affidavit of Compliance - Employer, Effective April 2012 Section 435.05(3), F.S.
Form available at: http://elderaffairs.state.fl.us/english/backgroundscreening.php

ATTACHMENT VII

ANNUAL BUDGET SUMMARY
(20xx – 20xx)

LEAD AGENCY
County

HCE Case Management/Case Aide	$ 0,000.00
HCE Basic and Special Subsidies	00,000.00
Total	$ 00,000.00

LEAD AGENCY
County

HCE Case Management/Case Aide	$ 0,000.00
HCE Basic and Special Subsidies	00,000.00
Total	$ 00,000.00

LEAD AGENCY
County

HCE Case Management/Case Aide	$ 0,000.00
HCE Basic and Special Subsidies	00,000.00
Total	$ 00,000.00

ATTACHMENT VIII
HOME CARE FOR THE ELDERLY
INVOICE REPORT SCHEDULE

Report Number	Based On	Submit to Agency on this Date
1	July Advance*	July 1
2	August Advance*	July 1
	Monthly Utilization Report (7/1-7/15)	July 20
3	July Expenditure Reports (105 & 106)	August 9
	Monthly Utilization Report (7/16-8/15)	August 20
4	August Expenditure Report (105 & 106)	September 9
	Monthly Utilization Report (8/16-9/15)	September 20
5	September Expenditure Report (105 & 106)	October 9
	Monthly Utilization Report (9/16-10/15)	October 20
6	October Expenditure Report (105 & 106)	November 9
	Monthly Utilization Report (10/16-11/15)	November 20
7	November Expenditure Report (105 & 106)	December 9
	Monthly Utilization Report (11/16-12/15	December 20
8	December Expenditure Report (105 & 106)	January 9
	Monthly Utilization Report (12/16-1/15)	January 20
9	January Expenditure Report (105 & 106)	February 9
	Monthly Utilization Report (1/16-2/15)	February 20
10	February Expenditure Report (105 & 106)	March 9
	Monthly Utilization Report (2/16-3/15)	March 20
11	March Expenditure Report (105 & 106)	April 9
	Monthly Utilization Report (3/16-4/15)	April 20
12	April Expenditure Report (105 & 106)	May 9
	Monthly Utilization Report (4/16-5/15)	May 20
13	May Expenditure Report (105 & 106)	June 9
	Monthly Utilization Report (5/16-6/15)	June 20
14	June Expenditure Report (105 & 106)	July 9
	Monthly Utilization Report (6/15-6/30)	July 20
15	Final Expenditure Report (105 & 106)	July 25

Legend: * Advance based on projected cash need.

Note # 1: Report #1 for Advance Basis Contracts cannot be submitted to the Area Agency on Aging for Southwest Florida, Inc. prior to July 1 or until the contract with the Agency has been executed and a copy sent to the Agency on Aging for Southwest Florida, Inc. Actual submission of the vouchers to the Agency is dependent on the of the expenditure report.

Note # 2: Report numbers 5 through 14 shall reflect an adjustment of at least one-tenth of the total advance amounts, repaying advances issued the first two months of the agreement. All advance payments made to the Contractor shall be returned to the Agency and reported as an advance recoupment on each request for payment. The adjustment shall be recorded in Part C, Line 1 of the report (**ATTACHMENT IX**).

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

ATTACHMENT IX
REQUEST FOR PAYMENT
HOME CARE FOR THE ELDERLY PROGRAM

RECIPIENT NAME, ADDRESS, PHONE# and FEID#	TYPE OF PAYMENT : Regular _____ Advance _____	This Request Period: From:_____ To:_____ Contract Period _____ Contract # _____ Report # _____ PSA # _____

CERTIFICATION: I hereby certify to the best of my knowledge that this request is complete and correct and conforms with the terms and the purposes of the above contract.

Prepared by:_____ Date:_____ Approved by: _____ Date:_____

PART A: BUDGET SUMMARY	AAA Admin.	Case Management	Subsidies	TOTAL
1. Approved Contract Amount	$0.00	$0.00	$0.00	$0.00
2. Previous Funds Received for Contract Period	$0.00	$0.00	$0.00	$0.00
3. Contract Balance (line 1 minus line 2)	$0.00	$0.00	$0.00	$0.00
4. Previous Funds Requested and **Not** Received for Contract Period	$0.00	$0.00	$0.00	$0.00
5. CONTRACT BALANCE (line 3 minus line 4)	$0.00	$0.00	$0.00	$0.00
PART B: CONTRACT FUNDS REQUEST				
1. Anticipated Cash Need (1st - 2nd months)	$0.00	$0.00	$0.00	$0.00
2. Net Expenditures For Month (DOEA Form 105H, Part B, Line 4)	$0.00	$0.00	$0.00	$0.00
3. TOTAL	$0.00	$0.00	$0.00	$0.00
PART C: NET FUNDS REQUESTED				
1. Less Advance Applied	$0.00	$0.00	$0.00	$0.00
2. TOTAL FUNDS REQUESTED (Part B Line 3, minus Part C Line 1)	$0.00	$0.00	$0.00	$0.00

List of Services / Units / Rates provided - See attached report.

DOEA FORM 106H
Revised 5/4/12

ATTACHMENT X

RECEIPT AND EXPENDITURE REPORT
HOME CARE FOR THE ELDERLY PROGRAM

PROVIDER NAME, ADDRESS, PHONE # and FEID#	Program Funding : AAA Admin. _____ Case Management _____ Subsidies: Basic _____ Special _____	THIS REPORT PERIOD: From _____ To _____ CONTRACT PERIOD: CONTRACT # REPORT # PSA#

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

Prepared by : _____Date :_____ Approved by : _____Date :_____

PART A : BUDGETED INCOME / RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. State Funds	$0.00	$0.00	$0.00	#DIV/0!
2. TOTAL RECEIPTS	$0.00	$0.00	$0.00	#DIV/0!

PART B : EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. AAA Program Administration	$0.00	$0.00	$0.00	#DIV/0!
2. Service Subcontractors: Case Management	$0.00	$0.00	$0.00	#DIV/0!
3. Service Subcontractors: Subsidy	$0.00	$0.00	$0.00	#DIV/0!
a. Basic Subsidy	$0.00	$0.00	$0.00	#DIV/0!
b. Special Subsidy	$0.00	$0.00	$0.00	#DIV/0!
4. TOTAL EXPENDITURES	$0.00	$0.00	$0.00	#DIV/0!

PART C : OTHER REVENUE AND EXPENDITURES

I. Interest:

1. Earned on GR Advance $_____
2. Return of GR Advance $_____
3. Other Earned $_____

II. Advance Recoupment

1. Advance Recouped $_____

DOEA FORM 105H
Revised 5/25/2010

ATTACHMENT XI

SERVICE RATE REPORT

LEAD AGENCY
Counties listed here

DELIVERABLES	HIGHEST REIMBURSEMENT UNIT RATE	METHOD OF PAYMENTS
Case Aide (CAV):	$00.00	Fixed Fee / Unit Rate
Case Management (CMV):	$00.00	Fixed Fee / Unit Rate
Respite In-Home(RESP):	$00.00	Fixed Fee / Unit Rate
Respite Vendor Payment (RESV):	$00.00	Fixed Fee / Unit Rate
Homemaking Vendor Payment (HMKV):	$00.00	Fixed Fee / Unit Rate
Personal Care-Vendor (PECV):	$00.00	Fixed Fee / Unit Rate
Other-Background Screen-Vendor (OTHBKV):	$00.00	Fixed Fee / Unit Rate
Housing Improvement (HOIM):	Cost Reimbursement	Cost Reimbursement
Housing Improvement Vendor (HOIV):	Cost Reimbursement	Cost Reimbursement
Material Aid Vendor (MATE):	Cost Reimbursement	Cost Reimbursement
Transportation (TRS):	Cost Reimbursement	Cost Reimbursement
Specialized Medical Equipment, Services and Supplies (SCSM):	Cost Reimbursement	Cost Reimbursement
Specialized Medical Equipment, Services and Supplies-Vendor Payment (SCSV):	Cost Reimbursement	Cost Reimbursement

Appendix I

AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.

EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

LEAD AGENCY

THIS CONTRACT is entered into between the Area Agency on Aging for Southwest Florida, Inc. (Agency) and LEAD AGENCY (Contractor), collectively referred to as the "Parties." The term Contractor 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 Contractor 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 Contract:

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

2. Incorporation of Documents within the Contract:

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

3. Term of Contract:

   This contract shall begin at twelve (12:00) AM., Eastern Standard Time July 1, 20xx or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time March 31,20xx.

4. Contract Amount:

   The Agency agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed $000,000.00 subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals:

   By mutual agreement of the Parties, in accordance with Section 287.058(l)(g), Florida Statutes (F.S.), the Agency may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal

price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by the Agency and the availability of funds.

6. Compliance with Federal Law:

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

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

6.1.2 If this contract contains federal funds and is over $100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) 7401, et seq.), 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 40 CFR 30. The Contractor shall report any violations of the above to the Agency.

6.1.3 The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the Certification and Assurances Attachment, which must be completed and returned to the Contract Manager prior to the execution of this contract.

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

6.1.S A contract award with an amount expected to equal or exceed $25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Contractor shall complete and sign the Certifications and Assurances Attachment prior to the execution of this contract.

6.2 The Contractor shall not employ an unauthorized alien. The Agency will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. l324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this contract by the Agency.

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

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

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

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

7. Compliance with State Law:

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

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

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

7.3.1 Contractor shall perform all tasks contained in ATTACHMENT I.

7.3.2 The Contractor shall provide units of deliverables, including reports, findings, and drafts, as specified in ATTACHMENT I to be received and accepted by the contract manager prior to payment.

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

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

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

7.3.6 The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Contractor in conjunction with this contract except for those records which are made confidential or exempt by law. The Contractors refusal to comply with this provision will constitute an immediate breach of contract for which the Agency may unilaterally terminate this contract.

7.4 If clients are to be transported under this contract, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, Florida Administrative Code (F.A.C).

7.5 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section.287.134, F.S.

7.6 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

7.7 In accordance with Section 287.135 F.S., any Contractor on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (Lists), created pursuant to Section 215.473 F.S., is ineligible to enter into or renew a contract with the Agency for goods or services of $750,000.00 or more. Pursuant to Section 287.135 F.S., the Agency may terminate this contract if the Contractor is found to have submitted a false certification of its status on the Lists or has been placed on the Lists. Further, the Contractor is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. The Contractor shall complete and sign the Certifications and Assurances Attachment, prior to the execution of this contract.

8. Background Screening:

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Agency's level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the Agency and the Department for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. To demonstrate compliance with this provision, Contractor shall submit to the Agency, the Background Screening Affidavit of Compliance (Screening Form) upon thirty (30) days of execution of this contract. Should the Agency have a completed Screening Form on file for the Contractor, a new Screening Form will be required every twelve (12) months.

8.1 Further information concerning the procedures for background screening may be found at http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

9. Grievance Procedures:

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

10. Public Records and Retention:

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

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

10.1.2 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 a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

10.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Agency.

10.1.4 Upon completion of the contract, the Contractor will either transfer, at no cost to the Agency, all public records in possession of the Contractor, or will keep and maintain public records required by the Agency. If the Contractor transfers all public records to the Agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

10.2 The Agency may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Contractor to comply with Section 10 of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records arc 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Coordinator
Area Agency on Aging for Southwest Florida, Inc.
15201 N Cleveland Ave., Suite 1100
North Fort Myers, FL 33903
239-652-6900 or 866-413-5337

11. Audits, Inspections, Investigations:

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

11.2 The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Agency.

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

11.4 The Contractor 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 and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractors contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.

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

11.7 Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes. Contractor further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this contract the Contractor understands and will comply with this subsection.

12. Nondiscrimination-Civil Rights Compliance:

12.1 The Contractor shall execute Assurances as stated in the Assurances-Non-Construction Programs Attachment that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all Contractors, Subcontractors, Sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

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

12.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

12.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor 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 and denial of further assistance.

13. Monitoring by the Agency:

The Contractor shall permit persons duly authorized by the Agency to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this

contract, and to interview any clients, employees, and Subcontractor employees of the Contractor to assure the Agency of the satisfactory performance of the terms and conditions of this contract. Following such review, the Agency will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a Corrective Action Plan (CAP). The Contractor hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Contract Manager.

14. Provision of Services:

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

15. Coordinated Monitoring with Other Agencies:

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

16. Indemnification:

The Contractor shall indemnify, save, defend, and hold harmless the Agency and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Agency for claims, demands, actions or causes of action arising solely out of the negligence of the Agency.

16.1 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.

17. Insurance and Bonding:

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

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

18. Confidentiality of Information:

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

19. Health Insurance Portability and Accountability Act:

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

20. Incident Reporting:

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

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

21. New Contract(s) Reporting:

The Contractor shall notify the Agency within ten (10) days of entering into a new contract with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency and the applicable office or program issuing the contract; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; (6) Contract Manager name and contact information. In complying with this provision, and pursuant to Section 287.0575, F.S., as amended, the Contractor shall complete the Provider's State Contracts List attached to this contract.

22. Bankruptcy Notification:

During the term of this contract, the Contractor shall immediately notify the Area Agency on Aging for Southwest Florida, Inc. if the Contractor, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Area Agency on Aging for Southwest Florida, Inc.: (l) 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 Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractors name) and the State of Florida, Department of Elder Affairs and/or the Area Agency on Aging for Southwest Florida, Inc.." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs and/or the Area Agency on Aging for Southwest Florida, Inc." shall appear in at least the same size letters or type as the name of the organization.

23.2 The Contractor shall not use the words "State of Florida, Department of Elder Affairs and the Area Agency on Aging for Southwest Florida, Inc." to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Agency prior to use.

24. Assignments:

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

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

24.3 This contract shall remain binding upon the successors in interest of either the Contractor or the Agency.

25. Subcontracts:

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

25.2 The Contractor 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., unless otherwise stated in the contract between the Contractor and Subcontractor, will result in a penalty as provided by statute.

26. Independent Capacity of Contractor:

It is the intent and understanding of the Parties that the Contractor, and any of its Subcontractors, are independent Contractors and are not employees of the Agency and shall not hold themselves out as employees or agents of the Agency without specific authorization from the Agency. It is the further intent and understanding of the Parties that the Agency does not control the employment

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

27. Payment:

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

28. Return of Funds:

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

29. Data Integrity and Safeguarding Information:

The Contractor shall ensure an appropriate level of data security for the information the Contractor is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall ensure all Subcontractors maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements prior to the execution of this contract.

30. Computer Use and Social Media Policy:

The Florida Department of Elder Affairs has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, OPS and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Contractors and subcontractors. Any entity that uses the Department's computer resource systems must comply with the Department's policy regarding social media. Social Media includes, but is not

limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as Flickr and YouTube. This policy is available on the Department's website at: http://elderaffairs.state.fl.us/doea/financial.php.

31. Conflict of Interest:

The Contractor shall establish safeguards to prohibit employees, board members, management and Subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or Subcontractor shall participate in the selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor or Subcontractors officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors, or parties to Subcontracts. The Contractors 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 contract. The Contractor's employees and Subcontractors must make the same disclosures described above to the Contractors 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:

33.1 The Contractor may purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Contractor shall be deemed to be substituted for the Agency insofar as dealings with PRIDE. This clause is not applicable to Subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 800-643-8459.

33.2 The Contractor may procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of Section 403.7065, F.S.

33.3 The Contractor may purchase articles that are the subject of, or required to carry out, this contract from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S. For purposes of this contract, the Contractor shall be deemed to be substituted for the Agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectoffiorida.org. This clause is not applicable to Subcontractors unless otherwise required by law.

34. Patents, Copyrights, Royalties:

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

34.1 If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this section 34.

34.2 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR 200.315.

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 Agency shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, Subcontractors or Assignees of any resulting patented, copyrighted or trademarked work products.

35. Emergency Preparedness and Continuity of Operations:

35.1 If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of this contract, submit to the Agency's Contract Manager verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Agency of emergency provisions.

35.2 In the event a situation results in a cessation of services by a Subcontractor, the Contractor shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

36. Equipment:

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

36.2 Contractors and Subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Agency upon request. The Contractor shall promptly investigate, fully document and notify the Agency's Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Agency's Contract Manager.

36.3 The Contractor's property management standards for equipment acquired with federal funds and federally-owned equipment shall include accurately maintained equipment records with the following information:

36.3.1 A description of the equipment;

36.3.2 Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;

36.3.3 Source of the equipment, including the award number;

36.3.4 Whether title vests in the Contractor or the federal government;

36.3.5 Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;

36.3.6 Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);

36.3.7 Location and condition of the equipment and the date the information was reported;

36.3.8 Unit acquisition cost; and

36.3.9 Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.

36.4 Equipment purchased with federal funds with an acquisition cost over $5,000.00 and equipment purchased with state funds with an acquisition cost over $1,000.00 that is specifically identified in the area plan approved by the Agency is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor, subject to the conditions of 2 CFR Part 200. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract, or identified in the sub-agreements with Subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-l.00l 7, F. A. C. or Title 45 CFR Part 75.

36.5 The Contractor shall not dispose of any equipment or materials provided by the Agency, or purchased with funds provided through this contract without first obtaining the approval of the

Agency's Contract Manager. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Agency's Contract Manager. The request should include a brief description of the property, purchase price, funding source, and percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractors proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).

36.6 The Agency's Contract Manager will issue disposition instructions. If disposition instructions are not received within one hundred twenty (120) days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR §200.313.

36.7 Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of the Agency. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b USC. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of section 216.348, F.S.

36.8 Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.

36.9 The Contractor must adhere to the Agency's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing $1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the Agency upon request. The Contractor has the responsibility to require any Subcontractors to comply with the Agency's ITR procedures.

37. PUR 1000 Form:

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

http://www.myflorida .com/apps/vbs/adoc/F7740_PUR lOOO.pdf

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

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

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

39. Dispute Resolution:

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

40. Financial Consequences:

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

41. 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.

42. Venue:

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

43. Entire Contract:

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

44. Force Majeure:

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

45. Severability Clause:

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

46. Condition Precedent to Contract Appropriations:

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

47. Addition/Deletion:

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

48. Waiver:

The delay or failure by the Agency to exercise or enforce any of its rights under this contract 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.

49. Compliance:

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

50. Final Invoice:

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

Sl. Renegotiations of Modifications:

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

52. Suspension of Work:

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

53. Termination:

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

53.2 Termination for Cause. The Agency may terminate the contract if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-l.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from events

completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the 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 contract.

53.3 Upon termination of the contract, the Contractor and Subcontractors shall, at no cost to the Agency, transfer all public records in their possession to the Agency and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

54. Electronic Records and Signature:

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

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

54.2 Upon request by the Agency, the Contractor 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 indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

55. Contract Manager:

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

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

a.	The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be	LEAD AGENCY Address
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Contact Person LEAD AGENCY Address
c.	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program	Contact Person LEAD AGENCY Address Phone #
d.	The section and location within the Agency where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Area Agency on Aging for Southwest Florida, Inc. 15201 North Cleveland Avenue, Suite 1100 North Fort Myers, FL 33903
e.	The name, address, and telephone number of the Contract Manager for this contract is:	Tammy Rhoades, Vice President of Finance Area Agency on Aging for Southwest Florida, Inc. 15201 North Cleveland Avenue, Suite 1100 North Fort Myers, FL 33903 239-652-6900
Upon change of representatives (names, addresses, and telephone numbers) by either party, notice shall be provided in writing to the other party.		

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

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

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

CONTRACTOR: LEAD AGENCY

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

AREA AGENCY ON AGING FOR SOUTHWEST FLORIDA, INC.

SIGNED BY: _____

NAME: _MARIANNE G LORINI_____

TITLE: PRESIDENT/CEO _____

DATE: _____

Federal Tax ID: 00-0000000
Duns: 000000000

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ATTACHMENT I

STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. DEFINITION OF TERMS

1. 18 hours -The timeframe by which all applications for crisis assistance are acted upon with an eligible action to mediate the crisis within eighteen (18) hours of the application date stamp, and documenting the eligible action taken in the client file.
2. Caseworker - Person who is responsible for determining program eligibility by completing the Emergency Home Energy Assistance for the Elderly Program (EHEAP) Eligibility Worksheet and awarding crisis benefits.
3. Caseworker Signature Date - The date that the client's completed application is processed, eligibility determined, and the crisis resolved. This date shall not be changed. Signatures must be in ink. Rubber-stamped signatures will not be accepted.
4. Client Application Date -The date the application is completed (whether by self or with assistance) and signed by the elder. Signatures must be in ink. Rubber-stamped signatures will not be accepted. This date shall not be changed. If an elder cannot write their signature on the application, or any other required document, and must sign with an "X", two witnesses are required.
5. Crisis - A home cooling or heating crisis exists when an elder has no access to, or is in immediate danger of losing access to needed home energy.
6. Crisis Assistance -Assistance provided to an elder who has no access to, or is in danger of losing access to, needed home energy.
7. Date of Resolution -The date that a documented commitment to pay was made to the utility vendor to resolve the energy crisis. This date is used as the EHEAP Client Enrollment date in the Department's Client Information and Registration Tracking System (CIRTS). This date shall not be changed.
   a. The amount of time elapsed between the Date Stamp and the Date of Resolution shall determine whether or not the eighteen (18) hour rule was met.
   b. Vendors must be paid within forty-five (45) days of the date of resolution.
8. Date Stamp -The date the application and all required documentation is presented in acceptable form to intake staff. An inked stamp must be used and the date shall not be changed. The 18-hour rule for crisis resolution begins when the application is date stamped.
9. Disability-A disabling condition that causes an elder to be determined eligible to receive Supplement Security Income (SSI) or Social Security Disability Income (SSDI) payment from the Social Security Administration.

10. Elder -An individual aged sixty (60) years or older.
11. Eligible Action - An action taken by the caseworker to mediate an elder's energy crisis. Eligible actions include:
    a. Approval of an elder's application;
    b. Denial of an elder's application pending further information;
    c. Denial of an elder's application because the elder is deemed ineligible;
    d. Contact with a utility vendor to halt utility disconnection or interruption in services; or
    e. Written referral to, and providing the elder assistance with contacting, another agency if EHEAP funding is not available or the elder is ineligible.
12. Energy Subsidy - Utility costs paid directly or indirectly to the elder who lives in government - subsidized housing.
13. Household -Any individual or group of individuals who are living together as one economic unit for whom residential energy is customarily purchased in common or who make undesignated payments for energy in the form of rent.
14. Household Member -Persons in a household who share a common kitchen or bath and purchase residential energy in common.
15. Intake Worker - Person who accepts the EHEAP application and required documentation and may have the responsibility to determine eligibility or award crisis benefits.
16. Minimum Level of Service -Service to a minimum of one household per month.
17. Crisis Assistance Benefit - Payment of heating/cooling energy bill; the purchase of heating/cooling device; and/or the repair of a heating/cooling device.
18. Priority for Assistance - Households with the highest home energy needs and lowest household income, determined by taking into account both the energy burden and the unique situation of such households with members of vulnerable populations, including very young children, individuals with disabilities, and frail elder individuals.
19. Provider - The entity that is awarded a contract, subcontract or has entered into a Memorandum of Understanding (MOU) to provide services under EHEAP. For the purposes of this contract, the terms "Provider" and "Contractor "may be used interchangeably.
20. Reasonable Promptness - Within fifteen (15) working days of receiving the client's completed application.
21. Request for Payment -Submission of actual monthly expenditures for reimbursement.
22. Service Unit -One individual (elder) served.
23. Social Security Number -The number on an elder's Social Security card, or an award or determination letter from an entity, such as a government agency that has already verified the social security number.

24. Supervisory/Peer Review Date - The date that a supervisor or peer reviewed the application and documentation, and signed the application indicating vendor payment can be made. The intent of the supervisor/peer review is to avoid errors in eligibility determination, payment amounts, and to alleviate the possibility of fraud. This date shall not be changed. Signatures must be in ink. Rubber-stamped signatures will not be accepted.

25. Verification Date-The date the caseworker verified previous Low Income Home Energy Assistance Program (LIHEAP) crisis benefits with the LIHEAP provider or the minimum amount necessary to resolve the crisis with the utility company. This date shall not be changed.

B. GENERAL DESCRIPTION

1. General Statement

The Emergency Home Energy Assistance Program (EHEAP) serves the mission of the Agency by providing home energy assistance aid to elders in the event of a home energy heating or cooling emergency. EHEAP is designed to assist low-income households with at least one member aged sixty (60) or older experiencing a heating or cooling emergency. Eligible households may receive one crisis assistance benefit up to a maximum of $600.00 in the cooling season and one crisis assistance benefit up to a maximum of $600.00 in the heating season. These funds are intended to be used to make payments to utility companies and/or fuel suppliers; purchase blankets, portable heaters, fans, and air conditioners; repair or replace existing heating or cooling equipment; pay deposits, late fees, or disconnect and reconnection fees; provide temporary emergency shelter; or resolve other heating and cooling emergencies.

2. Authority

The relevant federal and state authorities governing EHEAP are:

a. Low Income Home Energy Assistance Act of 1981;

b. 42 United States Code 8621 et seq.;

c. Title XXVI of Public Law 97-35, as amended;

d. 45 Code of Federal Regulations (CFR) part 96, Subpart H;

e. Section 409.508, Florida Statutes;

f. Chapter 73C-26, Florida Administrative Code;

g. State of Florida LIHEAP Policies and Procedures Manual; and

h. LIHEAP State Plan.

3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of EHEAP. Eligible elders may receive one crisis assistance benefit per heating or cooling season, not to exceed $600.00 each. If eligible, elders may receive one summer crisis assistance benefit during the period from April 1 to September 30, and one winter crisis assistance benefit during the period of October 1 to March 31, each year. An elder's eligibility for crisis benefits is not related to EHEAP contract periods.

Weather-Related/Supply Shortage funds can be provided in addition to crisis benefits when authorized by DEO. In the event of a weather-related event or supply shortage, the President of the United States, Governor of the State of Florida, or Executive Director of Department of Economic Opportunity (DEO) may declare a weather- related crisis and release additional funds to assist households affected. When benefits are distributed for a weather-related/supply shortage emergency, the Contractor agrees to comply with directives provided by the DOEA as to the allowable expenditures of these funds.

a. The services provided under this contract shall be in a manner consistent with and described in ATTACHMENT I, SECTION 11: MANNER OF SERVICE PROVISION. Contractor, in collaboration with its EHEAP program partners shall ensure the following service tasks are completed:

(1) Consumer Outreach;

(2) Program Partners and Stakeholders Coordination;

(3) Elder's Benefit Eligibility Determination; and

(4) Benefit Disbursement.

4. Major Program Goals

EHEAP is designed to provide crisis assistance to eligible low-income households with at least one individual aged sixty (60) or older experiencing a heating or cooling emergency. The program allows for payments to utility companies and/or fuel suppliers; for the purchase of blankets, portable heaters, fans, and air conditioners; for the repair or replacement of existing heating or cooling equipment; or the payment of deposits, late fees, disconnect and reconnection fees; for the provision of temporary emergency shelter; or to resolve other heating and cooling emergencies. The program also provides eligible elders with weather-related/supply shortage emergency benefits when authorized by the DEO.

a. Crisis Assistance

A home cooling or heating crisis exists when an elder has no access or is in immediate danger of losing access to needed home energy because one or more of the following conditions is present:

(1) The elder's home cooling or heating energy source has been cut off;

(2) The elder has been notified that the energy source for cooling or heating will soon be cut off;

(3) The elder has a bill or notice for which the due date has lapsed;

(4) The elder has received a notice indicating the energy source is delinquent or past due;

(5) The elder is unable to get delivery of heating fuel, is out of heating fuel, or is in danger of being out of heating fuel; or

(6) The elder has other problems with lack of cooling or heating in the home, such as needing to pay a deposit, needing a repair or purchase of heating or cooling equipment, or needing interim emergency measures to avoid further crisis.

b. Allowable Categories for Crisis Assistance are:

(1) Electric;

(2) Gas;

(3) Propane;

(4) Wood/coal;

(5) Refillable fuels; and

(6) Pre-pay home energy usage.

(i) The elder should be within seven days of using the remaining balance of energy source pre- purchased, power is currently disconnected/shut off, or the elder needs a deposit.

(ii) The LIHEAP Payment Matrix (ATTACHMENT XV) is used to determine the benefit amount.

C. CLIENTS TO BE SERVED

1. General Description

EHEAP provides for direct client services to elders in low-income households experiencing a home energy heating or cooling emergency. A household receiving EHEAP services may not have an income above 150 percent of the poverty level as published by the United States Department of Health and Human Services.

2. Client Eligibility

To be eligible for services under this contract, and to receive assistance, an elder must:

a. Be aged sixty (60) or older;

b. Reside in the EHEAP service area (Planning and Service Area) at the time the home energy costs were incurred;

c. Complete and return an EHEAP application with all required information and verification to Contractor, while funds remain available;

d. Provide a fuel bill or other documentation evidencing an energy emergency and an obligation to pay for home energy costs for the home in which they live;

e. Possess a total gross household income of not more than one hundred fifty (150) percent of the Office of Management and Budget (OMB) federal poverty level for the size of the household, in accordance with Section I, C.3.d of this contract;

f. Be experiencing one or more verifiable home cooling or heating crises.

g. Not be a resident of a group living facility or a home where the cost of residency is at least partially paid (or subsidized) through a foster care or residential program administered by the state;

h. Not be a student living in a dormitory; and

i. Legally reside in the State of Florida.

3. Client Determination

Contractor shall begin taking applications for EHEAP services upon execution of this contract, and continue taking applications until the contract expires or funds are exhausted. Contractor will not accept applications when funds are exhausted for a particular time period. Contractor shall:

a. Provide assistance to elders in completing Agency provided applications for assistance and determining eligibility;

b. Ensure that no one is excluded from program participation on the grounds of race, color, national origin, sex or age, and ensure that such persons shall not be subjected to discrimination under any activity funded in whole or in part with these funds;

c. Treat homeowners and those who rent equitably under this contract;

d. Calculate the income eligibility of the elder by using the past thirty (30) days earnings for all occupants of the household annualized, or the elder's current economic situation;

(1) Reference the current year Sources of Income (ATTACHMENT XVI) to determine what is considered allowable income;

(2) Total household income cannot exceed one hundred fifty (150) percent (%) of the current federal Poverty Income Guidelines (ATTACHMENT XIV); and

(3) Obtain a self-declaration from household members eighteen (18) years or older claiming zero income. Self-declarations must be completed and signed by the household member who is claiming zero income.

e. Determine if all or part of the elder's utility costs are paid directly (utility reimbursement) or indirectly (utility allowance) by the government if the elder lives in government-subsidized housing. Contractor shall proceed as follows:

(1) If total home heating or cooling costs are included in the rent and the elder has no obligation to pay any portion of the costs, then the elder is not eligible for assistance; and

(2) If there is a Florida Section 8 (Housing Choice Voucher Program) or a Public Housing Authority (PHA) Program energy subsidy available to the elder during the period covered by the utility bill, then the elder is only eligible for partial assistance. The energy subsidy for the period covered by the utility bill must be subtracted from the allowable EHEAP benefit calculated for the household.

f. Use program qualification approvals or notifications to document household size and income of elders receiving Supplemental Nutrition Assistance Program (SNAP) or Social Security Income (SSI). Elders shall meet program income eligibility guidelines and possess a total gross household income of not more than 150 percent of the OMB federal poverty level for the size of the household. The benefit level to be provided to elders receiving SNAP or SSI shall be the same as that provided to other qualified elders;

g. Obtain a signed statement of maintenance from the elder explaining how basic living expenses, i.e., food, shelter and transportation are being provided, if the total household income is less than fifty (50) percent (%) of the current federal poverty guidelines and no one in the household is receiving SNAP;

h. Ensure elders receive no more than one approved crisis assistance benefit during the cooling season, April 1 -September 30, and one approved crisis assistance benefit during the heating season, October 1-March 31;

(1) Crisis assistance benefit may consist of payment of more than one energy obligation, per heating and cooling season, for a household to resolve a single crisis, thus allowing for:

(i) The purchase or repair of fans, blankets, air conditioners, or portable heaters in addition to heating/cooling bill assistance, that combined does not exceed the maximum crisis benefit of $600; and

(ii) Crisis situations which may involve a heater or air conditioner that is powered by both gas and electricity, in which case, both energy obligations are eligible for a crisis benefit payment that combined does not exceed the maximum crisis benefit of $600.

(2) Water, sewer, and garbage charges may not be paid unless included on a utility bill and required as part of the energy portion of the bill to maintain service to the household, not to exceed the maximum limit of $600;

(3) Repair or replacement of heating/cooling unit is allowable within the maximum limit of $600, provided any required installation or repair work is completed by a licensed contractor;

(4) Deposits to connect or restore energy are allowable, not to exceed the maximum limit of $600;

(S) Late fees, disconnect and reconnect fees are allowable, not to exceed the maximum limit of $600;

(6) Charges from a previous account held by the elder that is now closed are allowable, not to exceed the maximum limit of $600;

(7) Payment to landlord when utility costs are included in the elder's rent is allowable, not to exceed the maximum limit of $600; and

(8) Temporary emergency shelter is allowable, if due to energy related crisis, not to exceed the maximum limit of$600.

i. In no case, shall the Contractor be required to incur costs in excess of the full contract amount to provide services to the clients.

II. MANNER OF SERVICE PROVISION

A. SERVICE TASKS

In order to achieve the goals of EHEAP, Contractor shall ensure the following tasks are performed:

1. Ensure that all eligible elders meet the requirements of Section I, C.2 of this contract;

2. Ensure that all energy assistance payments made to energy vendors comply with the requirements of Section II, A.14.d of this agreement;
3. Implement appropriate program management and operational controls to ensure all applications for crisis assistance are acted upon with an eligible action to mediate the crisis within eighteen (18) hours of the application date stamp, and shall document in the client file that the crisis was resolved within eighteen (18) hours. Eligible actions include:
   a. Approval of application;
   b. Denial of application pending further information;
   c. Denial of application because elder is deemed ineligible;
   d. Contact with utility vendor to halt utility disconnection or interruption in services; and
   e. Written referral and assistance with contacting another community agency if EHEAP funding is not available or the elder is ineligible.
4. Provide all elders approved for EHEAP funding with a written Notice of Approval and Appeal within fifteen (15) working days of crisis resolution that includes:
   a. Type and amount of assistance;
   b. Name of the energy vendor to be paid on elder's behalf;
   c. The next date when the elder will be eligible to apply for further assistance; and
   d. Contractor's appeal process.
5. Provide all elders whose EHEAP applications were denied with a written Notice of Denial and Appeal within fifteen (15) working days of receiving the elder's application. The written Notice of Denial and Appeal shall contain:
   a. Name of the elder;
   b. Date of application;
   c. Type of benefit sought;
   d. Reason(s) for denial;
   e. Statement on Contractor's benefit limits, if applicable;
   f. Contractor's appeal process;
   g. Explanation of under what circumstances the elder may reapply;
   h. Information or documentation needed for the elder to reapply;
   i. The name, address, and phone number applicable to the appeal process; and
   j. Number of days the elder has to file the appeal.
6. Maintain consumer appeal procedures that provide an opportunity for a fair administrative hearing to elders whose applications for assistance are denied or whose applications are not acted upon with reasonable promptness;

7. Provide an opportunity for elders to file a written appeal or complaint with Contractor's Program Supervisor within ten (10) working days of receipt of the written Notice of Denial and Appeal.
   a. Upon receipt of a validly filed appeal or complaint, Contractor must respond in writing within ten (10) working days;
   b. Elders may appeal Contractor's first response by filing its objections to the response with Contractor's Director, Executive Director, or Board Chair, as applicable, within five (5) working days of receipt of the first response; and
   c. Upon receipt of a validly filed objection to the first response, Contractor must respond in writing within ten (10) working days, and the response must clearly state the final outcome of the appeal, that the decision is final, and if applicable, the circumstance under which the elder may reapply for services.
8. Post appeal provisions in a prominent place and in plain view within the office where applications are received;
9. Ensure all ineligible applicants and applicants denied crisis assistance, when EHEAP funds are not available or are insufficient to meet their emergency home energy needs, are referred to and assisted in securing help through other community resources;
10. Ensure no consumer fees are charged to, nor donations accepted from, an elder as a prerequisite for receiving EHEAP benefits. Post in a conspicuous place at all locations where EHEAP applications are received the following notice: "No money, cash, or checks will be requested or received from customers in the EHEAP office. If an employee asks for money, report this to the agency executive director or Agency head."
11. Compare LIHEAP records and EHEAP records for households with elderly members to avoid duplicate crisis assistance payment during the same eligibility period and maintain documentation sufficient to ensure compliance with this requirement;
12. Maintain a written policy and implement procedures to protect and secure elder applicants' information and social security numbers in order to protect their identities from theft or fraud. This policy shall address the handling of both paper and electronic records and files. Contractor shall, in collecting elders' social security numbers, use the Notice Regarding Collection of Social Security Numbers, which is incorporated into this contract by reference, (Notice of Instruction#071113-1-1-SWCBS, http://elderaffairs.state.fl.us/doen/notices/Julyl3/LIHEAP%20Notice%20re%20Social%20Security%20Numb ers%20Final.pd0. The Notice Regarding Collection of Social Security Numbers shall be signed by the elder and retained in the client file;
13. Consumer Outreach

    Ensure that households in all counties within the service area wishing to benefit from the program have the opportunity to do so. Contractor shall undertake consumer outreach initiatives in all counties within the service area designed to inform potentially eligible households about EHEAP.Outreach efforts must focus on elderly households with disabled individuals, young children, and where the highest percentage of the household income is required to pay for their home energy. Specific outreach initiatives shall include, but are not limited to:

    a. Informing all service area local agencies, non-profits, and similar organizations that are in regular contact with the low-income population about the EHEAP program, especially those serving seniors;
    b. Encouraging EHEAP program participation through local television and radio programs, and placing announcements of the EHEAP program in media community calendars;

c. Developing and implementing a written procedure for making home visits to households with homebound elderly persons in order to assist with the completion of the program application when other assistance is not available;

d. Making visits to provide information, and/or making presentations about EHEAP in response to requests by local congregational centers serving elderly or disabled persons;

c. Providing information concerning the local weatherization program to all persons who request it (including organizations that provide outreach activities); and

f. Completing the EHEAP Outreach Plan Survey (ATTACHMENT XVII) to demonstrate to the Agency that outreach efforts to inform potentially eligible households about EHEAP target households in all counties. The EHEAP Outreach Plan Survey is required to be submitted by Contractor to the contract manager within 30 days of the contract execution date.

14 Program Partners and Stakeholders Coordination

Contractor shall coordinate services with other program partners and stakeholders to prevent the duplication of services, facilitate referrals, and improve the efficiency of services for consumers. Coordination activities shall include, but not be limited to:

a. Communicating with the DEO LIHEAP contractors in their respective service areas to prevent the duplication of benefits to elders. Additionally, Contractor shall review LIHEAP and EHEAP records for households with elderly members to ensure duplicate crisis assistance payments are not received during the same heating or cooling season;

b. Developing a new, or continuing an existing, MOU with the Weatherization Assistance Program (WAP) in the service area. The MOU shall detail cooperative efforts and describe the actions that will be taken by both parties to ensure coordination and referrals. The MOU shall be reviewed and renewed at least every five years. Contractor, in coordination with the local WAP agency, shall develop a system by which elders who have received more than three EHEAP and LIHEAP benefits in the last eighteen (18) months and who are homeowners, are referred to a WAP provider. Contractor shall maintain copies of all MOUs;

c. Establishing a new, or continuing an existing, MOU with service area LIHEAP contractors. Each MOU shall ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elders. The MOU shall direct LIHEAP providers to refer elders aged sixty (60) or older to EHEAP providers for energy assistance. The MOU shall be reviewed and renewed at least every five (5) years. Contractor shall maintain copies of all MOUs. MOUs with local LIHEAP agencies shall be updated if the contracting parties change. The MOUs must be applicable to Contractor's current EHEAP program requirements and guidelines;

d. Developing agreements with home energy vendors that benefit elders. Contractor shall maintain copies of all vendor agreements. All agreements between Contractor and home energy vendors shall contain the following conditions:

(1) The beginning and ending date of the Vendor Agreement;

(2) The Contractor's representative(s) authorized to resolve a crisis situation and make a payment commitment on behalf of an elder;

(3) The energy vendor's representative(s) authorized to resolve a crisis;

(4) A description of how energy payments will be made directly to the energy vendor on behalf of the EHEAP eligible customer;

(5) Assurance from the home energy vendor that no household receiving EHEAP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements;

(6) Assurance that the home energy vendor will not discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made;

(7) A statement that only energy-related elements of a utility bill are to be paid. No water and sewage charges may be paid except if required by the energy vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the elder or Contractor;

(8) A statement that Contractor may not pay for charges that result from illegal activities such as a worthless check or meter tampering, and that the energy vendor is aware that those charges are the responsibility of the elder;

(9) Assurance from the energy vendor that when the benefit amount to the elder does not pay for the complete charges owed by an elder, the elder is responsible for the remaining amount owed;

(10) Details on how the energy vendor will assist Contractor in verifying the elder's account information and in the case of crisis assistance, make timely commitments to resolve the crisis. A process should be in place to verify the current amount owed and the minimum amount necessary to resolve the crisis situation;

(11) Contractor's commitment to make payment to the energy vendor within forty-five (45) days of the date of crisis resolution;

(12) Assurance from the energy vendor that when EHEAP payments made to the vendor cannot be applied to the elder's account, the funds will be returned to Contractor or, with Contractor's approval, applied to another eligible customer's account;

(13) An assurance that the Contractor shall collect a signed Authorization for Release of General and/or Confidential Information for EHEAP Data from each eligible elder and ensure the signed releases are available for inspection by the energy vendor;

(14) An assurance that energy vendors are aware that as long as signed Authorization for Release of General and/or Confidential Information for EHEAP Data are collected and available, the energy vendor will provide the requested customer data to DEO;

(15) The agreement will be reviewed by both parties at least every five (5) years;

(16) The agreement must be signed by a representative of both Contractor and the vendor who has authority to bind the entity and enter into such commitments; and

(17) The energy vendor, with the exception of municipal providers, must be in "active" status with the State of Florida: http://sunbiz.org/search.html and the vendor's name must be checked on Excluded Parties List System (EPLS): https://www.epls.gov/. The business

name on the vendor agreement must match the legal business name on the State of Florida website.

15. Comply with the Federal Financial Accountability and Transparency Act (FFATA), by securing a Dun and Bradstreet Numbering System (DUNS) number (www.dnb.com) and maintaining an active and current profile in the System for Award Management (SAM) (www.sam.gov); and

16. Based on local need for EHEAP services and other non-EHEAP energy assistance resources in the service area, Contractor may limit crisis benefits to less than those stated in Section I, C.3.h. Policy changes concerning the amount of crisis benefits available to elders requires Agency approval and requires notification of the change be sent to current and potential elders.

B. STAFFING REQUIREMENTS

1. Use of Subcontractors

If an entity other than the Contractor provides any service required under this contract, the Contractor shall ensure the following requirements are met:

a. Eligible entities that provide outreach, intake, eligibility determination, or process benefit payments must be one of the following:

(1) A Local City Government;

(2) A Local County Government;

(3) A Community-Based Organization;

(4) A Faith-Based Organization; or

(S) A State Community Services Agency.

b. Entities providing any administrative function under this contract shall provide to Contractor, a list of all individuals performing administrative functions for the EHEAP. The list must include Subcontractor's employees, agents and representatives serving EHEAP administratively. For each individual on the list, Subcontractor must also provide the individual's EHEAP administrative duties and function(s). Additionally, Subcontractor must provide total salary and benefit amounts for each individual on the list, specifying all funding sources from which that person is paid and the corresponding amounts of that pay charged to each funding source.

c. For the term of this contract, each month Subcontractor shall provide to Contractor, the following:

(1) The total number of individuals served with crisis assistance for the reporting month;

(2) The total number of individuals ineligible or denied assistance during the reporting month;

(3) The total number of individuals served by referral to other community resources for energy assistance during the report month; and

(4) The total amount of funding expended for crisis assistance per county for the reporting month.

d. Entities providing any service required under this contract must comply with the FFATA. This includes securing a DUNS number (www.dnb.com) and maintaining an active and current profile in the System for Award Management (SAM) (www.sam.gov).

e. Entities must maintain current written agreements in the following formats with service providers:

(1) A MOU shall be executed by both parties if a service provider performs any service required under this contract and is paid for providing specific services without a direct pass-through of federal funds. The MOU shall clearly state program expectations and the role and responsibilities of each entity. Contractor shall submit a copy of all MOUs to the Agency's contract manager within thirty (30) days of the contract execution date; and

(2) An EHEAP subcontract shall be executed by both parties if a service provider performs any service required under this contract and is awarded a direct pass-through of federal funds to operate the program and provide program services. Contractor shall submit a copy of all subcontracts to the Agency s contract manager within thirty (30) days of the contract execution date.

d. Eligible entities must provide the service provider commensurate compensation for the delivery of administrative and outreach activities, and for the delivery of crisis benefits. Commensurate compensation of administration and outreach activities shall include cost-reimbursement of actual expenses or a negotiated rate for specific activities;

e. If any of the work required under this contract is subcontracted, Contractor shall include in the subcontract that the subcontractor is bound by the terms of this contract, is bound by all applicable state and federal laws and regulations, and shall hold the Agency and Contractor harmless against all claims of any nature arising out of the subcontractor's performance of work under this contract to the extent allowed and required by law;

f. Subcontractor shall not be permitted to perform services related to this contract without an executed subcontract or MOU verifying that subcontractor's staff is paid from non-federal resources or is compensated for such activities by EHEAP. In accordance with Sections 25-26 of the Standard Contract, the Agency shall not be responsible or liable for any obligations or claims resulting from such action;

g. Contractor shall document the subcontractor's progress in performing its work under this contract in the quarterly report;

h. For each subcontractor, Contractor shall provide a written statement to the Agency regarding whether that subcontractor is a minority vendor, as defined in Section 288.703, Florida Statutes;

i. If this contract involves the use of a subcontractor or third party, then Contractor shall not delay the implementation of its agreement with the subcontractor. If any circumstances occur that may result in a delay of the initiation of the subcontract or in the performance of the subcontractor for a period of sixty (60) days or more, Contractor shall notify the Agency's Contract Manager and the Agency's Chief Financial Officer in writing of such delay.

C. SERVICE DELIVERY

1. Service Delivery Location

Contractor shall ensure that the services provided under this contract are available to residents within each city within the Service Area (PSA) by in-person service, telephone, and/or other electronic means.

2. Service Times

Contractor shall provide the services listed in this contract during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays, and force majeure.

3. Contractor shall publish its service delivery location, toll-free telephone number, and normal business hours.

D. DELIVERABLES

1. Deliverables

a. Certification that Contractor must operate during its regular business hours, as identified in Section II, C.2 of this contract.
b. Contractor shall provide the minimum level of service per month in each city within the Service Area served, as defined in Section I, A.16.

2. Source Documentation

The deliverables shall be reported monthly on Contractor's monthly financial status reports. Successful completion of the deliverables shall be determined by the Agency's receipt of Contractor's Receipts and Expenditure Report (ATTACHMENT XI) and Request for Payment (ATTACHMENT XII) containing the number of individuals receiving crisis assistance; ineligible or denied; referred to other community resources; a summary of funds expended per county for the report month; and the certification required in Section II, D. l.

3. Records and Documentation

Contractor will maintain a separate record (paper and CIRTS) for each EHEAP applicant that, if applicable, includes the following:

a. The EHEAP Application and Eligibility Worksheet, (ATTACHMENT XVIII), completed and signed by Contractor and the elder. The application must be approved by a supervisor or peer prior to payment remittance. Contractor is responsible for using the most recent application, eligibility worksheet, and EHEAP Application and Eligibility Worksheet Instructions (ATTACHMENT XIX), issued by the Agency.

(1) If Contractor approves an application, one elderly member of the household must be registered in CIRTS using the EHEAP Application and Eligibility Worksheet (ATTACHMENT XVIII); or
(2) If Contractor denies an application, the elder must be registered in CIRTS using the EHEAP Application and Eligibility Worksheet (ATTACHMENT XVIII).

b. The elder' s name, address, sex, and age;

c. Names, ages and current identification documentation (no more than one year expired) of all household members;

d. Social Security numbers and documentation of that number for all household members or the citation to the applicable exemption;

e. Signed notice regarding the collection of Social Security numbers (Notice of Instruction #071113-1-1- SWCBS, http://elderaffairs .state.fl.us/doea/notices/Julyl3/LIHEAP%20Notice%20re%20Social %20 Securitv%20Numbers%20Final.pdf;

f. Income amount and method of verification for all household members;

g. Income documentation to support eligibility that is representative of the elder's current economic situation;

h. Statement of self-declaration of income, if applicable;

i. A signed statement of how basic living expenses (i.e., food, shelter, and transportation) are being provided if the total household income is less than fifty (50) percent of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance;

j. Documentation of the elder's obligation(s) to pay an energy bill for the residence in which they live. Use of the most current utility bill(s) which provides the vendor's name and address, account holder's name and physical address, account number, and amount(s) due is required. If an elder's utility bill, cutoff notice, or door-hanger notice, etc., does not include all of this information, Contractor must document the verified missing information by writing the information on the utility bill and on the EHEAP Application and Eligibility Worksheet;

k. Signed Authorization for Release of General and/or Confidential Information for LIHEAP/ EHEAP Federal Reporting or the application states that the elder refused to sign the waiver;

l. Copies of approval or denial letters, including appeal process, which are provided to the elder;

m. If preference is given due to a disability, documentation of such disability that includes disability income or a physician' s statement;

n. Documentation of referrals to LIHEAP and WAP;

o. Notation if EHEAP prevented a disconnection or restored an energy disruption;

p. Documentation of coordination with LIHEAP providers to avoid duplication of crisis services for households with elderly residents;

q. Proof of payment made to vendors;

r. Documentation of calculation of benefits for elders living in subsidized housing; and

s. Completed EHEAP Client File Content Checklist, (ATTACHMENT XX).

E. PERFORMANCE SPECIFICATIONS

1. Reports

Contractor is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Agency. Contractor must establish due dates for any subcontractor's report that permits Contractor to meet the Agency's reporting requirements.

a. Contractor shall report monthly on Contractor's Request for Payment, (ATTACHMENT XII), as delineated in Section II, E.l.i. of this contract.

b. Administrative and Outreach Expense Budget Detail

Contractor shall submit to the Agency's EHEAP Contract Manager the EHEAP Administrative and Outreach Expense Budget Detail (ATTACHMENT X). The Administrative and Outreach Expense Budget Detail shall clearly delineate planned expenditures for funds retained by the Contractor and funds subcontracted. The

Administrative and Outreach Expense Budget Detail shall include all Contractor positions by title to be paid with these funds and shall detail the estimated number of hours, the hourly wage, and the estimated salary to be paid by EHEAP Funding sources, estimated hours, and hourly wage shall be identified for the balance of salary where EHEAP funds are used to pay less than l00 percent of the salary. Percentages must be supported by the submitted cost allocation plan.

c. For the term of this contract, each month Contractor shall provide to the Agency, by the 9th of each month for the preceding month, the following:

(1) The total number of individuals served with crisis assistance for the reporting month;
(2) The total number of individuals ineligible or denied assistance during the reporting month;
(3) The total number of individuals served by referral to other community resources for energy assistance during the report month; and
(4) The total amount of funding expended for crisis assistance per county for the reporting month.

l. Program Effectiveness Reports

Contractor agrees to provide to the Agency any additional service reports requested by the Agency concerning the effectiveness of the program, and shall include any statistics and information that the Agency may require. The report period shall begin with the effective date of this contract in a format and according to a schedule provided by the Agency for each report.

2 Monitoring and Evaluation Methodology

Contractor shall monitor its performance under this contract, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this contract, to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods, and other performance goals stated in this contract are achieved. Such review shall be made for each function or activity set forth in this contract and reported in the quarterly report.

a. Contractor shall review completed EHEAP applications in accordance with the EHEAP Client File Content Checklist, (ATTACHMENT XX).

b. The Agency shall, at its own discretion, conduct investigations concerning any aspect of Contractor's performance of this contract.

c. The Agency shall conduct a full onsite review of Contractor at least once during each three-year period. Contractor shall allow the Agency to carry out monitoring, evaluation, and technical assistance, and shall ensure the cooperation of its employees, and of any subcontractors with whom Contractor contracts to carry out program activities.

d. The Agency shall conduct desk review activities throughout the year to monitor contractual program requirements.

e. The Agency shall conduct EHEAP intake site visits.

f. In conjunction with onsite monitoring visits and desk review activities, the Agency shall review a sample of completed EHEAP client files in accordance with the EHEAP Client File Content Checklist, (ATTACHMENT XX).

g. The Agency shall provide training and technical assistance, within the limits of staff time and budget availability, upon request by Contractor or determination by the Agency of Contractor need.

h. The Agency shall conduct follow-up reviews including prompt return visits to Contractors that fail to meet the goals, standards, and requirements established by the state and federal funding agency.

F. CONTRACTOR RESPONSIBILITES

1. Make vendor payments directly to fuel providers on behalf of eligible elders.

2. Determine the correct amount of each crisis benefit based on the minimum necessary to resolve the crisis, but not more than the item limits or total limit set by the Agency. The maximum crisis benefit for this contract period is $600.00 per household per season.

3. Encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest or late payments.

4. Provide EHEAP crisis services to households with elders in every city within the service area.

   a. Contractor shall ensure that each city within their service area receives a minimum level of crisis services monthly, as delineated in Section I, A.16.;

   b. EHEAP funded staff shall make themselves available in all underserved counties as needed, to ensure that the minimum level of service is met; and

   c. Contractor shall provide oversight to ensure that the minimum level of service is provided monthly in each city in their service area.

5. Make crisis benefit payments to vendors on behalf of approved elders within forty-five (45) days of the date of crisis resolution.

6. Make payments on behalf of those elders with the highest home energy needs and the lowest household income, which will be determined by taking into account both the energy burden and the unique situation of households that result from having members of a vulnerable population, including very young children, the disabled and frail elders.

7. Refund to the Agency, with non-federal funds, all funds incorrectly paid on behalf of elders that cannot be collected from the elder.

8. Develop adequate procedures to ensure EHEAP funds are appropriately budgeted and expended to permit payment of energy assistance benefits in both the heating and cooling seasons, ensure that this is a twelve- month program, and ensure that funding is available to and expended in, all cities within their service area. Procedures should include referral to other community agencies when funds budgeted for a particular time period are exhausted and elders are subsequently denied.

9. Develop monitoring and oversight procedures to ensure that administrative costs that exceed the contracted EHEAP administrative award to Contractor or Subcontractor are paid from non-federal sources.

10. Develop adequate procedures to address the use of EHEAP funds for elders who are on oxygen support or a "Lifeline Program" and must have power.

11. Develop a written policy regarding the use of funds for repairing or replacing heating or cooling equipment. The procedures must address under what conditions an elder is eligible and what constitutes an emergency related to lack of heating or cooling.

12. Ensure providers and appropriate staff participate in training opportunities scheduled by the Agency to cover EHEAP policies and procedures.

13. Ensure the provision of training for all providers and staff members assigned responsibilities within the program.

14. Maintain an EHEAP Policies and Procedures Manual to serve as a local resource for program administration, training, and reference. The EHEAP Policies and Procedures Manual shall be distributed to all subcontractors that provide any service under EHEAP. The EHEAP Policies and Procedures Manual shall be reviewed during and in accordance with the Agency's EHEAP contract monitoring schedule, and shall include the following:

    a. The State of Florida LIHEAP Policies and Procedures Manual;

    b. An MOU or Subcontract with EHEAP providers;

    c. An MOU with all service area LIHEAP providers;

    d. An MOU with all service area WAP providers;

    e. Contractor's cost allocation methodology;

    f. Written policies and procedures to ensure that all energy assistance payments made to energy vendors comply with the requirements of the Vendor Agreement;

    g. Adequate procedures to ensure that EHEAP funds are appropriately budgeted and expended to sufficiently allow for energy assistance benefits in both the heating and cooling seasons, ensure that this is a twelve- month program, and to ensure that funding is available to, and expended in, all counties within service area;

    h. Policies regarding the detection and prevention of fraud and abuse of program funds;

    i. Policies that address serving family members and employees;

    j. Policies and procedures to secure applicant Social Security Numbers, in order to protect applicants' identities;

    k. Procedures for computer system backup and recovery;

    l. Procedures for referral or access assistance to the "Lifeline Program";

    m. A policy defining the criteria and required verification to determine if a household has a "home energy crisis";

    n. Policies and procedures for determining the eligibility of elders applying for EHEAP;

    o. Policies which encourage households to seek assistance prior to incurring non-energy penalties such as disconnect/reconnect fees, additional deposits, interest, or late payments;

    p. Procedures referring elderly homeowners who have received more than three energy benefits (EHEAP or LIHEAP) in the last eighteen (18) months to the WAP provider;

    q. A policy concerning the use of funds for the purchase or repair of heating or cooling equipment;

r. Policies and procedures which detail allowable timeframes for elders to submit required documentation, if missing at the time of application;

s. Consumer appeal procedures that provide an opportunity for a fair administrative hearing at the provider level, to elders whose applications for assistance are denied, or whose applications are not acted upon with reasonable promptness; and

t. Policies and procedures for conducting home visits to home-bound elders, for completion of the program application or eligibility determination when other assistance is not available.

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

G. AGENCY RESPONSIBILITIES

1. Training and Technical Assistance

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

a. The Agency will provide to Contractor the State of Florida LIHEAP Policies and Procedures Manual. The State of Florida LIHEAP Policies and Procedures Manual will provide information and procedures needed to administer EHEAP in Florida.

(1) This contract excludes all provisions of the State of Florida LIHEAP Policies and Procedures Manual, in reference to LIHEAP Regular Home Energy Annual Benefits.

(2) To the extent any conflict arises between this contract and any incorporated reference contained herein, this contract shall have precedence.

III. METHOD OF PAYMENT

A. PAYMENT METHOD USED

The Method of Payment for this contract is a combination of cost reimbursement and advance payments, subject to the availability of funds and Contractor performance. The Agency will pay the Contractor upon satisfactory completion of the Tasks/Deliverables, as specified in Section II, Manner of Service Provision, and in accordance with other terms and conditions of this contract.

1. Cost Reimbursement

The Contractor agrees to distribute funds as detailed in the Budget Summary (ATTACHMENT IX), to this contract. Any categorical or total amounts of funds change identified on the Budget Summary form require a contract amendment. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in ATTACHMENT IX. All Cost Reimbursement Requests for Payment must include the actual Expenditure Reports beginning with the first month of this contract.

a. EHEAP Budget Summary

Contractor agrees to implement the distribution of funds as detailed in the Budget Summary (ATTACHMENT IX). An amendment is required to change category allocations or the total amount of this contract.

(1) Administrative Expense

Administrative expenses include costs for general administration and coordination of the program, including direct and indirect costs. This includes the salaries, fringe, rent, utilities, travel, etc. associated with financial and administrative management of the program. The use of other federal funds to supplement the administrative operations of EHEAP, above and beyond the budgeted amount, is prohibited. Administrative costs that exceed the contracted EHEAP administrative award to Contractor or subcontractor must be paid from non-federal sources. Contractors must have adequate procedures for monitoring and oversight to ensure compliance.

(2) Outreach Expense

Outreach expenses are those costs incurred in delivering EHEAP services that are not purely administrative in nature. This may include staff expenses such as salaries, fringe, rent, utilities, travel, etc. for those employees performing outreach and intake, and any subcontractor expenses. Outreach expense shall not include senior management expense, unless outreach and intake with direct contact with elders occurs. Documentation to support exceptions shall be maintained by Contractor and available upon request.

b. Weather/Related Supply Shortage

Weather Related/Supply Shortage funds are a set-aside for emergency assistance. These funds must be held in this budget line item category until December 15 of the program year, for use in response to a possible disaster. These funds shall only be used during state or federal emergencies declared officially by the President, the Governor, or the Executive Director of DEO. In the event of an emergency being officially declared, if Contractor or the Agency finds that the budgeted amount of Weather Related/Supply Shortage emergency assistance funds is not sufficient to meet the emergency, Contractor may, with the Agency's written authorization, draw on other contract categories, up to fifty percent of the total contract budget. When funds are distributed for a weather-related/supply shortage emergency, the Agency will provide binding directives as to the allowable expenditures of the funds. After December I5, if no emergency has been declared, the Agency will release the funds and Contractor shall allocate these funds to the crisis category of the program.

c. Indirect Cost Rate

Per 2 C.F.R. 200.33l(a)(4), Subrecipients of federal awards are required to have an approved, federally recognized indirect cost rate, negotiated between the Subrecipient and the Federal Government. If no such rate exists, then the Subrecipient shall have either a rate negotiated with DOEA (in compliance with 2 C.F.R. Part 200), or a de minimis indirect cost rate as defined in 2 C.F.R. 200.414(£). Subrecipient shall maintain its current Indirect Cost Rate Proposal and make available upon request. If Subrecipient chooses to use the de minimis rate, Subrecipient shall make sure it is entitled to use that rate and include a statement to that

effect. Subrecipient is not obligated to establish an indirect cost rate if Subrecipient does not charge an indirect cost rate.

2. Advance Payments

Contractor may request up to two (2) months of advances at the start of the contract period to cover program administration, outreach and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Agency by the State of Florida ("budget release"). The Contractor's requests for advance require the approval of the DOEA Contract Manager. The Contractor shall provide the DOEA Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed. If sufficient budget is available, the Agency will issue approved advance payments after July l, 20xx.

a. Any advance payment the Contractor requests for subcontractors must be distributed within seven days of receipt of payment from the Agency. The Contractor shall submit to the Agency documentation to support full distribution of advance funds with report number five, in accordance with the Invoice Report Schedule, (ATTACHMENT XIII), to this contract.

b. All advance funds requested for the Contractor must be fully expended no later than June 30, 20xx. Any amount of advance payments not expended must be fully recouped on the Request for Payment, report number five due to the Agency on July 9, 20xx, in accordance with the Invoice Report Schedule, (ATTACHMENT XIII), to this contract.

c. All advance payments made to the Contractor shall be reimbursed to the Agency as follows: one -seventh of the advance payment received shall be reported as an advance recoupment on each Request for Payment, starting with report number five, in accordance with the Invoice Report Schedule, (ATTACHMENT XIII), to this contract.

d. Interest earned on advances must be identified separately by source of funds, state or federal. Contractor shall maintain advances of federal funds in FDIC interest bearing accounts, unless an exception is made in accordance with 45 CFR Part 75. Interest earned in excess of $500 per year on Federal cash balances shall be returned to the Agency at the end of each quarter of the contract period.

B. All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of this contract. The schedule for submission of advance requests and invoices is in ATTACHMENT XIII to this contract.

C. The final request for payment is due to the Agency no later than April 15, 20xx.

D. Method of Invoice Payment

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

1. Have Remittance Address that corresponds exactly to the "Remit to" address provided to My Florida Market Place (MFMP) during registration;

2. Request payment for services as established in the Service Rate Report, (Attachment: XXIV), of this contract;

3. Contractor shall consolidate all Requests for Payment from subcontractors and Expenditure Reports that support requests for payment and shall submit them to the Agency using Receipts and Expenditure Report, (ATTACHMENT XI), Request for Payment, (ATTACHMENT XII), and Cost Reimbursement Summary (ATTACHMENT XXI);

4. Contractor shall include with the cost reimbursement portion of the invoice required supporting documentation as delineated in Section III, F.

E. Payment Withholding

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

F. Supporting Documentation Requirements

For the reporting month, Contractor shall include the following with Request for Payment:

1. The number of individuals served, that include:
   a. The number of individuals served with crisis assistance during the report month;
   b. The number of individuals ineligible or denied assistance during the report month;
   c. The number of individuals referred to other community resources for energy assistance during the report month;
2. Certification that Contractor operated during its normal business hours during the report month; and
3. The total amount of funding expended for crisis assistance per county for the reporting period;

G. Financial Consequences

Failure to meet the deliverables described in this contract may result in a financial consequence and may result in the redistribution of funding. Contractor shall ensure the provision of services and the successful completion of deliverables as set forth in this contract.

1. The Agency shall not reimburse any expenditures associated with Deliverables not accepted by the Agency as successfully completed; however, this does not preclude Contractor from receiving payment for such expenditures upon successful completion of the deliverable.
2. If Contractor fails to be open and available for services according to its regular business hours as identified in Section II, C.2 of this contract, excluding weekends or state and federal holidays, Contractor shall pay to the Agency financial consequences for such failure, unless the Agency waives such failure in writing based upon its determination that the failure was due to factors beyond the control of Contractor.
3. Contractor's failure to operate according to its regular business hours shall result in an assessment of a financial consequence in the amount of $10.00 per day.
4. Any amounts due from financial consequences shall be paid by Contractor out of non-federal funds.

H. Remedies-Nonconforming Services

Contractor shall ensure that all participants served under this contract are eligible for the program and that all monthly and/or quarterly performance reports and financial records are maintained for each reporting period and submitted as stipulated in this contract.

1. Any nonconforming program service, performance report or financial record not meeting the aforementioned requirements is not eligible for reimbursement under this program. Contractor shall solely bear the costs associated with enrolling, training, reporting and/or managing the program. Contractor shall give immediate notice to the Agency of any significant and/or systemic infraction that compromises Contractor's ability to provide participant services, to achieve programmatic performance or to provide sound financial management of the program.

I. Consequences for Non-Compliance

Contractor shall ensure 100% of the deliverables identified in this contract are performed pursuant to contract requirements, and as described in Section II, D, are identified as major deliverables in this contract.

1. If at any time the Contractor is notified by the Agency's Contract Manager that it has failed to correctly, completely, or adequately perform these major deliverables, the Contractor will have ten (10) days to submit a Corrective Action Plan (CAP) to the Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Contract Manager. The Agency shall assess a Financial Consequence for Non-Compliance on the Contractor for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Agency will also assess a Financial Consequence for failure to timely submit a CAP.

2. In the event Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Agency shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the deficiency is not corrected. The Agency may also deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the Contractor fails to timely submit a CAP.

3. If Contractor fails to timely submit a CAP plan, the Agency shall deduct I% of the monthly value of the administrative funds in the contract for each day the CAP is overdue, beginning the 11th day after notification by the contract manager of the deficiency. The deduction will be made from the payment for the invoice of the following month.

IV. SPECIAL PROVISIONS

A. The following are incorporated by reference:

1. State of Florida LIHEAP Policies and Procedures Manual, http://elderaffairs.state.fl.us/doea/notices/sept15/_LIHEAP%20Manual%20Final_OCTOBER%202015.pdf

B. Modifications

The Agency shall not be obligated to reimburse Contractor for expenditures in excess of the funded amount of this contract unless and until the Agency officially approves such expenditures by executing a written modification to the original contract, signed by both parties.

1. Contractor must use an Agency approved budget modification process.
2. For the purpose of transferring funds, the following are considered budget categories: Administrative, Outreach, and Crisis Assistance.

END OF ATTACHMENT

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Agency to the Contractor may be subject to audits and/or monitoring by the Area Agency on Aging for Southwest Florida 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 Agency and/or Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency and/or Department. In the event the Agency and/or Department determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Agency and/or Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Agency's Vice President of Finance.

AUDITS

PART I: FEDERALLY FUNDED

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

In the event that the Contractor expends $750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. EXHIBIT 2 to this agreement indicates federal resources awarded through the Agency by this agreement. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Agency. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

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

If the Contractor expends less than $750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than $750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to 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 Area Agency on Aging for Southwest Florida, Inc. 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. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor's fiscal year end.

PART II: STATE FUNDED

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

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

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

If the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Agency 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 Agency shall be fully disclosed in the audit report with reference to the Agency 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 Agency in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Agency 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 reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by PART I of this agreement shall be submitted, when required by 2 CFR §200.512 by or on behalf of the Contractor directly to each of the following:

The Area Agency on Aging for Southwest Florida, Inc.at the following address:

Area Agency on Aging for Southwest Florida, Inc.
Attn: Tammy Rhoades, VP of Finance
15201 N Cleveland Ave., Suite 1100
North Fort Myers, FL 33903

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

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

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

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

The Contractor shall submit a copy of any management letter issued by the auditor, to the Area Agency on Aging for Southwest Florida, Inc.at the following address:

Area Agency on Aging for Southwest Florida, Inc.
Attn: Tammy Rhoades, VP of Finance
15201 N Cleveland Ave., Suite 1100
North Fort Myers, FL 33903

Additionally, copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the Contractor directly to each of the following:

The Area Agency on Aging for Southwest Florida, Inc.at the following address:

Area Agency on Aging for Southwest Florida, Inc.
Attn: Tammy Rhoades, VP of Finance
15201 N Cleveland Ave., Suite 1100
North Fort Myers, FL 33903

The Auditor General's Office at the following address:

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

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

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

PART IV: RECORD RETENTION

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

PART I: AUDIT RELATIONSHIP DETERMINATION

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

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, FAC, Contractor 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 Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Agency 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. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub- recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*
2 CFR §200.100 – Administrative Requirements
2 CFR §200 Subpart F – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

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

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*
2 CFR §200.100 – Administrative Requirements
2 CFR §200 Subpart F – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).
**For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

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

Section 215.97, 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

FUNDING SUMMARY

Note: Title 2 CFR & 2 CFR Part 200, as revised, and Section 215.97(5), F.S. require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

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

GRANT AWARD (FAIN#): G1701FLLIEA	**FEDERAL AWARD DATE: Oct 25, 20xx**		
DUNS NUMBER: xxxxxxxxx			
PROGRAM TITLE	**FUNDING SOURCE**	**CFDA**	**AMOUNT**
Emergency Home Energy Assistance for the Elderly Program	United States Department of Health and Human Services	93.568	$000,000.00
TOTAL FEDERAL AWARD			$000,000.00

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

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

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

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

PROGRAM TITLE	**FUNDING SOURCE**	**CSFA**	**AMOUNT**
TOTAL AWARD			

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

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

CERTIFICATIONS AND ASSURANCES

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

- **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- **Certification Regarding Public Entity Crimes, Section 287.133, F.S.**
- **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- **Certification Regarding Scrutinized Companies Lists, Section 287.135, F.S.**
- **Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements**
- **Verification of Employment Status Certification**
- **Certification Regarding Inspection of Public Records**

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

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

12.6 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or agency;

12.7 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;

12.8 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

12.9 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.

13 **CERTIFICATION REGARDING LOBBYING** – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan,

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.

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

14.6 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.

14.7 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 Agency 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 and/or Agency.

14.8 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 Agency 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 Agency.

14.9 The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Agency 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 Agency.

14.10 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 Agency 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 Agency.

14.11 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.

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity,

and to all agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that the Agency and/or 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.

15 **CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.**

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

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

16 **ASSOCIATION OF C O M M U N I T Y ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).**

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

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

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

If this Contract is in the amount of $1 million or more, in accordance with the requirements of Section 287.135, F.S., Contractor hereby certifies that it is not participating in a boycott of Israel, is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, F.S.

Contractor understands that pursuant to Section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

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

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

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

18.7 Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

18.8 If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

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

18.10 The Contractor and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

19 VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Area Agency on Aging for Southwest Florida, Inc., Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this contract and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this Agreement utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

20 RECORDS AND DOCUMENTATION

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

21 CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

21.6 In addition to the requirements of Sections 10.1, 10.2 of the Standard Contract, and 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 Agency is named in the civil action, Contractor agrees to indemnify and hold harmless the Agency for any costs incurred by the Agency, and any attorneys' fees assessed or awarded against the Agency from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

21.7 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 (Area Agency on Aging for Southwest Florida, Inc.)** 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.

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

Contractor's signature below attests that records pertaining to the dues or membership application by the Agency are available for inspection as stated above.

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

By execution of this agreement, Contractor must include these provisions (A-I) in all related subcontract agreements (if applicable). By signing below, Contractor certifies the representations outlined in parts A through J above, are true and correct.

_____ _____

(Signature and Title of Authorized Representative) (Street Address)

_____ _____

(Contractor) (Date) (City, State, ZIP code)

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average forty-five (45) minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

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

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

33. 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.

34. 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.

35. 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.

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

37. 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).

38. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

39. 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.

40. 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.

41. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub-agreements.

42. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.

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

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

37. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

38. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

39. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

40. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

41. 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.

42. 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 DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

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

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

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

_____

_____

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

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

6. Is an Assurance of Compliance on file with DOEA? **N/A** ☐ **YES** ☐ **NO** ☐

_____

_____

_____

7. Compare the staff composition to the population. Is staff representative of the population? **N/A** ☐ **YES** ☐ **NO** ☐

_____

_____

_____

8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? **N/A** ☐ **YES** ☐ **NO** ☐

_____

_____

_____

9. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? **N/A** ☐ **YES** ☐ **NO** ☐

_____

_____

_____

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability? **N/A** ☐ **YES** ☐ **NO** ☐

_____

_____

_____

11. Is the program/facility accessible to non-English speaking clients? **N/A** ☐ **YES** ☐ **NO** ☐

_____

_____

_____

44. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? **N/A** ☐ **YES** ☐ **NO** ☐
Verbal ☐ Written ☐ Poster ☐

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 assure 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	

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

- 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.

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

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

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

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

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

- 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?

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

- Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).

- 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).

- 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).

- 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).

- Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Area Agency on Aging for Southwest Florida, Inc. and/or the Florida Agency of Elder Affairs or the U.S. Agency of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).

- Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.

- The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

- Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
  - With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
  - Modify policies and practices that do not meet Section 504 requirements.
  - Take remedial steps to eliminate any discrimination that has been identified.
  - Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.

- Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).

- Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).

- Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).

- Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52 (d).

- Programs/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 60 and Title VI of the Civil Rights Act of 1964, as amended.

BACKGROUND SCREENING

BACKGROUND SCREENING

Affidavit of Compliance - Employer

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

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. *See* §§ 435.02, 430.0402, Fla. Stat.

- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____,
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

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

_____ _____
Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____ (Name of Representative) who is personally known to me or produced _____ as proof of identification.

_____ _____
Print, Type, or Stamp Commissioned Name of Notary Public Notary Public

ATTACHMENT IX

ANNUAL BUDGET SUMMARY AND DETAIL

EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

for
LEAD AGENCY

County

EHEAP ADMINISTRATION BUDGET	**$ 000.000.00**
EHEAP OUTREACH BUDGET	**$ 000,000.00**
EHEAP CRISIS ASSISTANCE	**$ 000,000.00**
WEATHER RELATED/SUPPLY SHORTAGE CRISIS	**$ 000,000.00**
TOTAL	**$ 000,000.00**
Projected minimum number of individuals to be served Energy Assistance*	_____

***Eligible households may be provided with one benefit per season up to six hundred dollars per benefit. The minimum number of consumers may reflect duplicated consumers if a consumer receives a benefit in both seasons.**

****Weather Related/Supply Shortage funds are set-aside for emergency assistance. These funds must be held in this budget line item category until November 1 of the program year, for use in response to a possible disaster.**

ATTACHMENT X

EHEAP ADMINISTRATIVE AND OUTREACH EXPENSE BUDGET DETAIL

PSA CONTRACT #

Emergency Home Energy Assistance Program

Administrative & Outreach Expense Budget Detail

ADD ADDITIONAL LINES AS NEEDED

Budget Line Item	Expenditure Detail	Quantity/ Hrs	Unit Cost	Total Cost
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Total				$0.00

Administration Subtotal	$	-
Outreach Subtotal	$	-
Total	$	-

ATTACHMENT XI

RECEIPTS AND EXPENDITURE REPORT

EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

PROVIDER NAME, ADDRESS, PHONE# AND FEID#	Program Funding Source :	THIS REPORT PERIOD FROM TO
	EHEAP (Emergency Home Energy Assistance for the Elderly Program)	CONTRACT PERIOD CONTRACT # REPORT # PSA#

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

Prepared by : _____ Date : _____ Approved by : _____ Date : _____

PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approved Budget
1. Agreement Amount	$0.00	$0.00	$0.00	_____ %
2. Interest on Agreement Funds	$0.00	$0.00	$0.00	_____ %
3. TOTAL AGREEMENT AMOUNT	$0.00	$0.00	$0.00	_____ %

PART B : EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Administration	$0.00	$0.00	$0.00	_____ %
2. Outreach	$0.00	$0.00	$0.00	_____ %
3. Crisis Services	$0.00	$0.00	$0.00	_____ %
4. Weather Related Services	$0.00	$0.00	$0.00	_____ %
5. Weather Related Administration	$0.00	$0.00	$0.00	_____ %
6. TOTAL EXPENDITURES	$0.00	$0.00	$0.00	_____ %

DOEA FORM 105p revised 12/08

REQUEST FOR PAYMENT

REQUEST FOR PAYMENT
EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

CONTRACTOR NAME, ADDRESS, PHONE# and FEID#	TYPE OF REPORT :	Contract # _____
	Advance Request _____	Contract Period _____
		Request Period _____
		Report # _____
	Reimbursement Request _____	Invoice # _____
		PSA _____

CERTIFICATION: I hereby certify that this request to the best of my knowledge to be complete and correct and conforms with the terms of the above contract.

Prepared by:_____ Date:_____ Approved by: _____ Date:_____

PART A: BUDGET SUMMARY	ADMINISTRATION SERVICES	OUTREACH SERVICES	CRISIS SERVICES	WEATHER RELATED	ADMINISTRATION WEATHER RELATED	TOTAL
1. Approved Contract Amount	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Previous Funds Received for Contract Period	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. Contract Balance (line 1 minus line 2)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4. Previous Funds Requested and Not Received for Contract Period	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5. Contract Balance (line 3 minus line 4)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PART B: CONTRACT FUNDS REQUEST						
1. Anticipated Cash Needs (1st - 2nd month, Attach Justification)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Net Expenditures For Month (DOEA Form 105P, Part B, Line 6)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. TOTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PART C: NET FUNDS REQUESTED						
1. Less Advance Applied	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. TOTAL FUNDS REQUESTED (Part B, Line 3 minus Part C, Line 1)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

PART D: SERVICE INFORMATION

Number of individuals served with crisis assistance during the report month: _____

Number of individuals ineligible or denied assistance during the report month: _____

Number of individuals served by referral to other community resources for energy assistance during the report month: _____

Certification statement: Contractor hereby certifies that it has been open and operating during its normal business hours for the reporting month, as described in the Statement of Work section, of the EHEAP contract.

DOEA FORM 106P
revised 4/g/17

ATTACHMENT XIII

INVOICE SCHEDULE

Report Number	Based On	Submit to Agency On This Date
1	July Advance*	Upon receipt of executed
2	August Advance*	Upon receipt of executed
3	July Expenditure Report	August 9
4	August Expenditure Report	September 9
5	September Expenditure Report	October 9
6	October Expenditure Report	November 9
7	November Expenditure Report	December 9
8	December Expenditure Report	January 9
9	January Expenditure Report	February 9
10	February Expenditure Report	March 9
11	March Expenditure Report	April 9
12	Final Expenditure Report & Payment Request	April 15

Legend: * Advance based on projected cash need.

Note # 1: Report #1 for Advance Basis Agreements cannot be submitted to the Agency prior to July 1 or until the agreement with the Agency has been executed.

Note #2: Report numbers 5 through 11 shall reflect an adjustment of one-seventh of the total advance amount, on each of the reports, repaying advances issued the first two months of the agreement. The adjustment shall be recorded in Part C, 1 of the report **(ATTACHMENT XII**).

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

Note #4: ALL Expenditure Reports are due by 12:00 p.m. on the 9th of each month. IF the 9th falls on a Saturday, then the report will be due by the 8th by 12:00 p.m. AND IF the 9th falls on a Sunday, the report will be due by the 10th by 12:00 p.m. Actual submission of the vouchers to Dept. of Elder Affairs is dependent on the accuracy of the expenditure report which is verified and paid by CIRTS data only.

ATTACHMENT XIV

POVERTY INCOME GUIDELINES

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) POVERTY INCOME GUIDELINES*

EFFECTIVE APRIL 1, 2016

PEOPLE IN THE HOUSEHOLD	150%
1	$17,820
2	$24,060
3	$30,300
4	$36,540
5	$42,780
6	$49,020
7	$55,260
8	$61,500
For each additional person in the household with more than 8 people, add:	$ 6,240

*These figures are based on the 2016 U.S. Department of Health and Human Services (HHS) poverty guidelines published in the *Federal Register* on January 25, 2016.

ATTACHMENT XV

LIHEAP PAYMENT MATRIX

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM PAYMENT MATRIX

HOME ENERGY BENEFITS[1] AND POVERTY LEVELS
BY HOUSEHOLD SIZE AND INCOME
HOUSEHOLD INCOME IN DOLLARS PER YEAR

NUMBER OF PEOPLE IN HOUSEHOLD	50% of Poverty or Less	Over 50% of Poverty but Less than 75%		At least 75% but no more than 100% Poverty		Over 100% but no more than 125% Poverty		Over 125% but no more than 150% Poverty	
	At or Below	Annual Income at Least but No Greater Than							
1	$5,940	$5,941	$8,909	$8,910	$11,880	$11,881	$14,850	$14,851	$17,820
2	$8,020	$8,021	$12,029	$12,030	$16,040	$16,041	$20,050	$20,051	$24,060
3	$10,100	$10,101	$15,149	$15,150	$20,200	$20,201	$25,250	$25,251	$30,300
4	$12,180	$12,181	$18,269	$18,270	$24,360	$24,361	$30,450	$30,451	$36,540
5	$14,260	$14,261	$21,389	$21,390	$28,520	$28,521	$35,650	$35,651	$42,780
6	$16,340	$16,341	$24,509	$24,510	$32,680	$32,681	$40,850	$40,851	$49,020
7	$18,420	$18,421	$27,629	$27,630	$36,840	$36,841	$46,050	$46,051	$55,260
8	$20,500	$20,501	$30,749	$30,750	$41,000	$41,001	$51,250	$51,251	$61,500
9	$22,580	$22,581	$33,869	$33,870	$45,160	$45,161	$56,450	$56,451	$67,740
10	$24,660	$24,661	$36,989	$36,990	$49,320	$49,321	$61,650	$61,651	$73,980
11	$26,740	$26,741	$40,109	$40,110	$53,480	$53,481	$66,850	$66,851	$80,220
12	$28,820	$28,821	$43,229	$43,230	$57,640	$57,641	$72,050	$72,051	$86,460
13	$30,900	$30,901	$46,349	$46,350	$61,800	$61,801	$77,250	$77,251	$92,700
14	$32,980	$32,981	$49,469	$49,470	$65,960	$65,961	$82,450	$82,451	$98,940
15	$35,060	$35,061	$52,589	$52,590	$70,120	$70,121	$87,650	$87,651	$105,180
16	$37,140	$37,141	$55,709	$55,710	$74,280	$74,281	$92,850	$92,851	$111,420
17	$39,220	$39,221	$58,829	$58,830	$78,440	$78,441	$98,050	$98,051	$117,660
18	$41,300	$41,301	$61,949	$61,950	$82,600	$82,601	$103,250	$103,251	$123,900
19	$43,380	$43,381	$65,069	$65,070	$86,760	$86,761	$108,450	$108,451	$130,140
20	$45,460	$45,461	$68,189	$68,190	$90,920	$90,921	$113,650	$113,651	$136,380
LIHEAP HOME ENERGY BENEFIT[1]	$300 to $475**			$250 to $425**		$200 to $375**		$150 to $325**	

**Additional Assistance if applicant household includes:	
(1) Elderly	$50
(2) Disabled	$50
(3) Applicant with child age 5 or younger	$75

[1] These benefit levels are effective April 1, 2016

These figures are based upon the 2016 U.S. Department of Health and Human Services (HHS) Poverty Guidelines published in the Federal Register on January 25, 2016.

ATTACHMENT XVI

SOURCES OF INCOME

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)
FY 2016 SOURCES OF INCOME
EFFECTIVE APRIL 1, 2016

INCLUDED SOURCES OF INCOME (Includes total annual cash receipts before taxes from all sources)	EXCLUDED SOURCES OF INCOME
1. Money wages and salaries before any deductions 2. Net receipts from non-farm employment (receipts from a person's own unincorporated business, professional enterprise, or partnership, after deductions for business expenses) 3. Net receipts from farm self-employment (receipts from a farm which one operates as an owner, renter, or sharecropper, after deductions for farm operating expenses) 4. <u>REGULAR PAYMENTS FROM:</u> Social Security Railroad retirement Unemployment compensation Strike benefits from union funds Worker's compensation Veteran's payments Public Assistance or Temporary Assistance for Needy Families (TANF), Supplemental Security Income, and non-federally funded General Assistance or General Relief money payments. 5. Payments to foster children age 18 or older received through the Independent Living Program 6. Training stipends 7. Alimony 8. Child Support 9. Social Security Benefit Garnishes for Non-Payment of School Loans. (The total amount of the Social Security Retirement benefit including the garnished deduction must be used when calculating the applicant's income.) 10. Military family allotment or other regular support from a family member or someone not living in the household 11. Private pensions 12. Government employee pensions (including military retirement pay) 13. Regular insurance or annuity payments 14. Educational Assistance: Grants, Fellowships, Assistantships, College or University Scholarships – <u>Only count as income those funds specifically allotted for living expenses</u> 15. Dividends 16. Interest 17. Net rental income 18. Net royalties 19. Periodic receipts from estates or trusts 20. Net gambling or lottery winnings	1. <u>CAPITAL GAINS</u> Any Assets drawn down as withdrawals from a bank, the sale of property, a house or a car. 2. Tax Refunds 3. Gifts 4. Loans 5. Lump sum inheritances 6. One-time insurance payments 7. Foster Care Payments* 8. Compensation for injury 9. Combat zone pay to the military 10. Adoption Subsidies 11. Reverse Mortgage Payments 12. <u>NON-CASH BENEFITS</u> (a) Employer-paid or union paid portion of health insurance or other employee benefits (b) Food or housing received in lieu of wages (c) The value of food and fuel produced and consumed on farms. (d) The imputed value of rent from owner-occupied non-farm or farm housing. (e) Federal non-cash benefit programs such as Medicare, Medicaid, Food Stamps, school lunches, and housing assistance. 13. Supplemental Security Income (SSI) benefits cannot be garnished for any reason <u>unless</u> a recipient received an overpayment of benefits. The total amount of the SSI benefit minus the garnished deduction for recoupment must be used when calculating the applicant's income. *Persons whose cost of residence is paid through a foster care or residential program administered by the state <u>cannot</u> be counted as household members.

ATTACHMENT XVII

OUTREACH PLAN SURVEY

PSA Click here to enter text.
COUNTY(IES) Click here to enter text.
AGENCY'S EHEAP COORDINATOR Click here to enter text.
PHONE W/EXT. Click here to enter text.
EMAIL Click here to enter text.

1. **ELDERLY OUTREACH**
   Describe the efforts to increase the number and percentage of elderly households served.

   Click here to enter text.

2. **INTEGRATION OF OTHER LOCAL AGENCIES IN OUTREACH**
   Describe what local coordination efforts support outreach activities. Identify agencies, utilities, charities, and others incorporated in these efforts and the activities included.

   Click here to enter text.

3. **ADVERTISING, PROMOTIONAL, MEDIA, AND OTHER PRINT OUTREACH EFFORTS**
   a. **Brochures – please select all of the options you currently use in your program from the list below:**

      - ☐ **Use a locally developed brochure (send an electronic copy with your survey)**
      - ☐ **Other, please describe** Click here to enter text.

      How will the brochures be distributed/used (check all that apply):
      - ☐ **Display at County courthouse/office building**
      - ☐ **Provide to Senior Citizen Centers in county**
      - ☐ **Provide to meal sites in county**
      - ☐ **Provide to "Meals on Wheels" for distribution**
      - ☐ **Provide to local utility companies and heating fuel providers**
      - ☐ **To cooperating local agencies (such as Salvation Army)**
      - ☐ **Grocery stores or similar businesses**
      - ☐ **Provide to churches**
      - ☐ **Provide to hospitals**
      - ☐ **Provide to day care facilities**
      - ☐ **Provide to local libraries**
      - ☐ **Laundromats**
      - ☐ **Provide to banks**
      - ☐ **Provide to clinics**

- ☐ Provide to Head Start Programs
- ☐ Other: Click here to enter text.

b. **POSTERS**

Please select all of the options you currently use in your program from the list below:

- ☐ Use locally developed poster (send a copy with your survey)
- ☐ Don't use posters

How does your agency distribute or use program posters (check all that apply):

- ☐ Display at County courthouse/office building
- ☐ Provide to Senior Citizen Centers in county
- ☐ Provide to meal sites in county
- ☐ Provide to grocery stores
- ☐ Provide to laundromats
- ☐ Provide to churches
- ☐ Provide to hospitals
- ☐ Provide to day care facilities
- ☐ Provide to local libraries
- ☐ Provide to other businesses
- ☐ Provide to clinics
- ☐ Provide to Head Start Programs
- ☐ Provide to banks
- ☐ Other: Click here to enter text.

c. **PAID ADVERTISING**

Does your agency use paid advertising to promote the program?

- ☐ Yes
- ☐ No (if you answered No – go to Section D)

Total Budget for advertising (per fiscal year) $ Click here to enter text.

Does you agency advertise in NEWSPAPERS? ☐ Yes ☐ No

Name of Paper Click here to enter text. City/Location Click here to enter text.
Name of Paper Click here to enter text. City/Location Click here to enter text.
Name of Paper Click here to enter text. City/Location Click here to enter text.

Frequency or # of times ads are placed per cooling season: Click here to enter text.
Frequency or # of times ads are placed per heating season: Click here to enter text.

When do you advertise (check all that apply)?

☐ April ☐ October
☐ May ☐ November
☐ June ☐ December
☐ July ☐ January
☐ August ☐ February
☐ September ☐ March

Do you use the same ad for all newspaper advertising? ☐ Yes ☐ No
If not, how many different ads do you place? Click here to enter text.

In which language(s) are your ads place? (check all that apply)
☐ English
☐ Spanish
☐ Other (please list) Click here to enter text.

Does your agency advertise in SHOPPERS? ☐ Yes ☐ No

Name of Shopper Click here to enter text. **City/Location** Click here to enter text.
Name of Shopper Click here to enter text. **City/Location** Click here to enter text.

Frequency or # of times ads are placed per cooling season: Click here to enter text.
Frequency or # of times ads are placed per heating season: Click here to enter text.
When do you advertise (check all that apply)
☐ April ☐ October
☐ May ☐ November
☐ June ☐ December
☐ July ☐ January
☐ August ☐ February
☐ September ☐ March

Do you use the same ad for all shopper advertising? ☐ Yes ☐ No
If not, how many different ads do you place? Click here to enter text.

In which language(s) are your ads place? (check all that apply)
☐ English
☐ Spanish
☐ Other (please list) Click here to enter text.

Does your agency advertise on RADIO? ☐ Yes ☐ No

Station Call Letters Click here to enter text. **City/Location** Click here to enter text.
Station Call Letters Click here to enter text. **City/Location** Click here to enter text.

Frequency or # of times ads are placed per cooling season: Click here to enter text.
Frequency or # of times ads are placed per heating season: Click here to enter text.
When do you advertise (check all that apply)

- ☐ April
- ☐ May
- ☐ June
- ☐ July
- ☐ August
- ☐ September
- ☐ October
- ☐ November
- ☐ December
- ☐ January
- ☐ February
- ☐ March

Do you use the same ad for all radio advertising? ☐ **Yes** ☐ **No**
If not, how many different ads do you place? Click here to enter text.

In which language(s) are your ads place? (check all that apply)

- ☐ English
- ☐ Spanish
- ☐ Other (please list) Click here to enter text.

Does your agency advertise on TELEVISION? ☐ **Yes** ☐ **No**
Station Call Letters Click here to enter text. **City/Location** Click here to enter text.
Cable Operator Click here to enter text. **City/Location** Click here to enter text.

Frequency or # of times ads are placed per cooling season: Click here to enter text.
Frequency or # of times ads are placed per heating season: Click here to enter text.

When do you advertise (check all that apply)

- ☐ April
- ☐ May
- ☐ June
- ☐ July
- ☐ August
- ☐ September
- ☐ October
- ☐ November
- ☐ December
- ☐ January
- ☐ February
- ☐ March

Do you use the same ad for all television advertising? ☐ **Yes** ☐ **No**
If not, how many different ads do you place? Click here to enter text.

In which language(s) are your ads place? (check all that apply)

- ☐ English
- ☐ Spanish
- ☐ Other (please list) Click here to enter text.

OTHER PAID AVERTISING (Please Describe): Click here to enter text.

d. **FREE MEDIA PROMOTION/COVERAGE**

Please check all the appropriate selections related to how your agency utilizes free media promotion/coverage:

- ☐ Issue Press Releases to local/area media
  - Are press releases sent out more than one time per year? ☐ Yes ☐ No
  - If yes, how often? Click here to enter text.
  - Do you use the same press release each time? ☐ Yes ☐ No ☐ N/A
- ☐ Prepare announcements for public access television (cable)
- ☐ Prepare public service announcements (PSAs)
- ☐ Arrange for on air radio or television interviews
- ☐ Post information on a County or Agency website
- ☐ Post information or link to other local websites
- ☐ Our agency does not take part in any Free Media Promotion

Are any of these materials translated? ☐ Yes ☐ No

☐ Spanish ☐ Other non-English languages

Web activities:

- ☐ Post information on a County or Agency website
- ☐ Post information or link to other local websites

e. **DIRECT PROMOTIONAL ACTIVITIES**

Please select all of the appropriate selections related to how your agency completes Direct Promotional Activities:

- ☐ Direct mail – Anticipated size of mailing(s) Click here to enter text. (number of pieces sent)
- ☐ Telephone promotion (not application taking)
- ☐ Displays/at stores, malls, etc.
- ☐ Displays/booths at events (check all that apply):
  - ☐ Home Show
  - ☐ Job Fair
  - ☐ Meal Sites
  - ☐ Health Fairs
  - ☐ Other (please list): Click here to enter text.

Who will you target with your direct promotional activities (check all that apply)?

- ☐ Aging/Seniors/Elderly
- ☐ Disabled
- ☐ High Energy Users
- ☐ Families with children
- ☐ Last year's applicants
- ☐ Homebound
- ☐ Last year's home visit applicants

- ☐ Churches
- ☐ Head Start
- ☐ Specific Vendors
- ☐ Subsidized-housing residents
- ☐ Other (List)

f. **HOME VISITS**

Does your agency perform home visits? ☐ Yes ☐ No (if no, skip to Section 6, Special Outreach Efforts)

Number of home visits conducted last year Click here to enter text.

Number of home visits expected this year Click here to enter text.

Do early applications reduce the number of home visits? ☐ Yes ☐ No

Check the criteria used to determine when home visits will be done (check all that apply):

- ☐ Age
  - ☐ Disability
  - ☐ Transportation difficulties (no car, can't drive, etc.)
  - ☐ Applicant's work schedule
  - ☐ Small children in household
  - ☐ Language barrier/availability of translator
  - ☐ Other (please list): Click here to enter text.

SPECIAL OUTREACH EFFORTS

Please check each of the Target/Special Needs populations you are carrying out special efforts to reach from the list below:

- ☐ The working poor (check all activities that apply):
  - ☐ Evening office hours
  - ☐ Saturday morning office hours
  - ☐ Saturday afternoon office hours
  - ☐ Promote at churches
  - ☐ Special phone/mail application efforts
  - ☐ After hours home visits
  - ☐ Promote at specific employers
  - ☐ Other (please list):

- ☐ Households with young children:
  - ☐ Provide materials to day care facilities
  - ☐ Take applications at day care facilities
  - ☐ Promote at churches
  - ☐ Handouts to school children
  - ☐ Materials for Pediatricians and clinics
  - ☐ Other (please list):

- ☐ Non-English speaking population, etc.:
  - ☐ Promote through Hispanic groups
  - ☐ Provide brochures/posters in other languages to hospitals and clinics
  - ☐ Promote through religious organizations
  - ☐ Identify local interpreters to use
  - ☐ Have signage at office in multiple languages
  - ☐ Use pre-recorded messages in different languages
  - ☐ Set application site at gatherings and events where minority groups congregate and interpreters are available

5. **INTAKE SITES AND TIMES**

Please select the statement that best fits your application process:

- ☐ Take applications primarily through appointments
- ☐ Take applications by appointment and work in walk-ins
- ☐ Take applications by appointment and have day(s) for doing walk-ins
- ☐ Take applications primarily through walk-ins and reserve appointments for special needs or problem cases.
- ☐ Take applications from walk-ins only

a. **Identify the intake sites to be used daily (Monday through Friday)**

Name of Site	Area/County(s) Served	Hours	Also LIHEAP provider?
Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No

b. **Identify the intake sites to be used regularly, as in once a week, twice a month, etc.**

Name of Site	Area/County(s) Served	Day(s) of Week	Frequency (time/??)	Hours	Also LIHEAP provider?
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No

Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No

c. **Identify other sites to be used.**

Name of Site	Area/County(s) Served	Day(s) of Week	Frequency (time/??)	Hours	Also LIHEAP provider?
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No

d. **Planned extended or flexible application times.**

	Area/County(s) Served	Day(s) of Week	Frequency (time/??)	Hours	Also LIHEAP provider?
Evening Hours	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No

Evening Hours	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Saturday Hours	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No
Other	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	☐Yes ☐No

e. **Days Offices are Closed**

Check all holidays the agency is closed:

- ☐ **Columbus Day**
- ☐ **Veterans Day**
- ☐ **Thanksgiving**
- ☐ **Friday after Thanksgiving**
- ☐ **Christmas Eve**
- ☐ **Christmas Day**
- ☐ **New Year's Eve**
- ☐ **New Years Day**
- ☐ **Martin Luther King, Jr.'s Birthday**
- ☐ **President's Day**
- ☐ **Good Friday**
- ☐ **Memorial Day**
- ☐ **Independence Day**
- ☐ **Labor Day**
- ☐ **Other (Please List)**
  - ☐ Click here to enter text.
  - ☐ Click here to enter text.
  - ☐ Click here to enter text.

6. SENIOR STAFF WORK SCHEDULES

Please provide the regular weekly office hours for the following:

Title	Name	Mon	Tue	Wed	Thurs	Fri
Executive Director	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Chief Financial Officer	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
EHEAP Program Coordinator	Click here to enter text.	Click here to	Click here to	Click here to	Click here to	Click here to

		enter text.	enter text.	enter text.	enter text.	enter text.

7. **OUTREACH ASSESSMENT/EVALUATION**

Do you survey your applicants to assess the effectiveness of outreach efforts? ☐ Yes ☐ No

Surveys are targeted at

☐ Elderly

☐ Handicapped/disabled

☐ Households with young children

☐ Non-English speaking households

Surveys are not targeted ☐ Yes ☐ No

Do you track numbers of applicants at each outreach site? ☐ Yes ☐ No

Each time the site is used? ☐ For all visits combined? ☐

Do you compare types of outreach sites? ☐ Yes ☐ No

What is the most effective type of outreach site? (For example: senior center, library, town hall, fire station, housing facility, etc.) Click here to enter text.

Do you track the number of home visits? ☐ Yes ☐ No

Do you track the reason for doing each home visit? ☐ Yes ☐ No

What other way do you assess the effectiveness and success of your outreach efforts? Click here to enter text.

ATTACHMENT XVIII

EHEAP APPLICATION AND ELIGIBILITY WORKSHEET

Emergency Home Energy Assistance for the Elderly Program - Application

Section One: Applicant (Aged 60 and older) Information

Name: (First, M, Last)		☐ Heating Season ☐ Cooling Season	Date Stamp
Date of birth:	Age:	SSN:	
Service address:			
City:	Florida County:	ZIP Code:	Intake worker's name:
Sex: ☐ Male ☐ Female	Number of people in the household:	Phone:	Phone:
Mental Status ☐ Married ☐ Partnered ☐ Single ☐ Separated ☐ Divorced ☐ Widowed			
Race ☐ White ☐ Black/African American ☐ Asian ☐ Native Hawaiian/Pacific Islander ☐ American Indian/Alaska Native ☐ Other			
Ethnicity: ☐ Hispanic/Latino ☐ Other			
Primary Language ☐ English ☐ Spanish ☐ Other _____			
Does client have limited ability reading, writing, speaking, or understanding the English language? ☐ Yes ☐ No			
Applicant's income type(s):		Applicant's monthly income amount:	

Section Two: Additional Household Members Information

Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:
Name:		Income type(s):	
	Age:	SSN:	Monthly income amount:

Section Three: Household Characteristics

Is there a child 5 years of age or younger in the household? ☐ Yes ☐ No
If Yes, select all that applies: ☐ 0-2 years old ☐ 3-5 years old

Is there an individual with a disability in the household? ☐ Yes ☐ No

Is the applicant a U. S. citizen or an alien lawfully admitted for permanent residence? ☐ Yes ☐ No

Is the applicant a homeowner? ☐ Yes ☐ No

Does applicant live in government subsidized housing, such as Section 8? ☐ Yes ☐ No
If yes, provide the complex name: _____
If yes, does the household receive an energy subsidy? ☐ Yes ☐ No

Does applicant live in a student dormitory, adult family care home, or any kind of group living facility? ☐ Yes ☐ No
If yes, provide the facility name: _____

Section Four: Heating and Cooling Information

Have you or any member of your household received energy assistance in the current season? ☐ Yes ☐ No
If yes, provide the name of Agency: _____
Type of Assistance: ☐ Crisis ☐ Home Energy ☐ Weather-Related Date: _____

What is the primary source of home heating? (select one) ☐ Electricity ☐ Natural Gas ☐ Propane ☐ Wood/Coal ☐ Refillable Fuels

Does household use supplemental heating source? ☐ Electricity ☐ Wood/Coal ☐ N/A

Air conditioning unit type? ☐ Central A/C ☐ Window/Wall A/C ☐ Fans ☐ Other – specify (including evaporative cooler)

Section Five: Energy Crisis Explanation

- ☐ Home cooling or heating energy source has been disconnected.
- ☐ Received notification that cooling or heating energy source is going to be disconnected.
- ☐ Cooling or heating energy source bill is delinquent or past due.
- ☐ Cooling or heating energy source bill or notice's due date has lapsed.
- ☐ Unable to get delivery of heating fuel, is out of heating fuel, or in danger of being out of fuel for heating.
- ☐ My home's energy equipment is inoperable.
- ☐ I need a deposit.
- ☐ Other _____

Client Attestation and Signature

The information provided on this application, is to the best of my knowledge, true and complete. I understand that priority in providing assistance will be given to those households with the lowest income and greatest need, i.e. those households in which the elderly, disabled, medically needy, or children reside. I authorize the agency to make benefit payments directly to my energy supplier. I am aware that after I have provided all the information requested to determine my eligibility, if I am applying for crisis assistance, the agency has 18 hours to act upon my application with an eligible action. I am also aware that if I am not approved or denied within the time allowed, or not approved for the correct amount, I have a right to appeal the decision. (If you sign with an "X" two witnesses are required.)

Client Signature _____

Date _____

ALL CLIENTS SHOULD SIGN THE WAIVER, AUTHORIZING THE RELEASE OF GENERAL AND/OR CONFIDENTIAL INFORMATION FOR LIHEAP/EHEAP FEDERAL REPORTING.

DCSA Form 114 • 03/15/2017

Emergency Home Energy Assistance for the Elderly Program - Eligibility Worksheet

Section Six: Income Eligibility Determination

Annualize all household income.

1. Add all gross monthly earned and unearned income from the past 30 days of all household members.
2. Add Medicare Premium ($134.00) if not included in SSA amount.
3. Add Medicare Part D, if applicable.
4. To annualize, multiply the monthly total by 12 months.

Annual Household Income

$_____

Staple calculator tape here showing income calculations or write calculations in this space

Poverty Guidelines effective until 9/30/17.

Select the annual income limit by household size:

	150% of Poverty	50% of Poverty
☐ 1	$17,820	$ 5,940
☐ 2	$24,060	$ 8,020
☐ 3	$30,300	$10,100
☐ 4	$36,540	$12,180
☐ 5	$42,780	$14,260
☐ 6	$49,020	$16,340
☐ 7	$55,260	$18,420
☐ 8	$61,500	$20,500

(Add $6,240 for each additional member of family unit with more than 8 member.)

If the total annual household income is less than 50% of the current Federal Poverty Guidelines for household size (using chart above), and no one in the household is receiving SNAP assistance, the applicant must provide a signed statement of how basic living expenses (i.e., food, shelter and transportation) are provided for the household.

Section Seven: Vendor, Benefit, and Verification Information

Energy Vendor #1
Name:
Account Number:
Minimum Amount Due:_____
Verification and Commitment
Contact Person: _____
Date:_____

Other Vendor #1
Name:
Account/Voucher Number: | Date:
Amount Due:_____
☐ Blanket ☐ Portable Fan ☐ Space Heater ☐ Window A/C
☐ Repair Existing Heating or Cooling Equipment ☐ Emergency Shelter ☐ Other _____

Contact made with LIHEAP provider to verify previous crisis assistance.
Contact Person: _____
Date of contact: _____
Has the applicant received LIHEAP crisis assistance during the current season?
☐ Yes ☐ No

If the minimum amount due is more than the past due amount, did the energy vendor verify that this amount is required?
☐ Yes ☐ No ☐ N/A

Energy Vendor #2
Name:
Account Number:
Minimum Amount Due:_____
Verification and Commitment
Contact Person: _____
Date:_____

Other Vendor #2
Name:
Account/Voucher Number: | Date:
Amount Due:_____
☐ Blanket ☐ Portable Fan ☐ Space Heater ☐ Window A/C
☐ Repair Existing Heating or Cooling Equipment ☐ Emergency Shelter ☐ Other _____

If the minimum amount due to resolve the crisis is more than the maximum allowed ($600), explain how the balance of the amount due will be paid if approved for EHEAP crisis assistance.
_____
_____
_____

(1) Total Energy Vendors	$	(4) Total Other Vendors	$
(2) Energy Subsidy	$	Total EHEAP Benefit Add (3) and (4)	$
(3) Deduct (2) from (1)	$		

Is the name on the fuel bill that of the applicants? ☐ Yes ☐ No
If no, provide name on bill
_____

Section Eight: Weatherization Assistance Program (WAP) Referral

If the applicant is a homeowner, has he/she received more than three LIHEAP or EHEAP benefits in the last 18 months?
☐ Yes ☐ No ☐ N/A

If the answer to the previous question is "yes", was the applicant referred to WAP? ☐ Yes ☐ No ☐ N/A

If the answer to the last question is "no", explain:_____

Section Nine: Resolution of Crisis

Resolution of the Heating/Cooling Energy Crisis occurred within 18 hours, by the following eligible action: (Select all that apply)

☐ Approval of application	☐ EHEAP benefit prevented disconnection
☐ Commitment made to vendor	☐ EHEAP benefit restored energy already disconnected
☐ Denial of Application, pending additional information	☐ Yes, client signed waiver
☐ Denial of Application, ineligible	☐ No, client refused to sign waiver

☐ Written referral and assistance to access other community resources

Case Worker Signature	Approval Signature
I have determined the eligibility of the applicant. I am not the applicant, nor am I a friend, relative, or employee of the applicant.	The application and eligibility determination must be reviewed for errors and appropriate file documentation prior to making payment. I have reviewed and approved this application for crisis assistance.
Case Worker's Name:	Supervisor/Peer's Name:
Case Worker's Signature:	Supervisor/Peer's Signature:
Date:	Date:
Agency Name:	Agency Name:

DOEA Form 114 – 03/15/17

ATTACHMENT XIX

EHEAP APPLICATION AND ELIGIBILITY INSTRUCTIONS

Department of Elder Affairs
Emergency Home Energy Assistance for the Elderly Program (EHEAP)
EHEAP Application Instructions

Section One: Applicant (Age 60 and older) Information

Complete Section One in its entirety.

Special notes:

- ✓ The Date Stamp is the official application date;
- ✓ The Intake Worker (with name and phone recorded) is the person who accepts the application and required documentation;
- ✓ The applicant's income type(s) and monthly income amount is recorded in this section, and
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Two: Additional Household Members Information

Complete Section Two by listing additional household members and providing the information requested.

Special notes:

- ✓ At a minimum, the name, age, and Social Security number is required;
- ✓ You will be attaching a calculator tape of the household's income calculations in the section provided on the EHEAP Eligibility Worksheet; and
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Three: Household Characteristics

Complete Section Three by answering each "Yes" or "No" question and providing additional information if applicable.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Four: Heating and Cooling Information

Complete Section Four by answering each question.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Five: Energy Crisis Explanation

Section Five is completed by choosing the best possible explanation for the applicant's crisis and obtaining their signature and date of signature.

Special note:

- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Client Attestation and Signature

The applicant should read the attestation statement. If the applicant is unable to read the attestation statement, the intake worker should read it to them before they sign and date the application.

At this point, the intake worker should have the applicant sign the waiver, authorizing the release of general and/or confidential information for LIHEAP/EHEAP federal reporting. CIRTS will require you to verify that either the waiver has been signed or that the client has refused to sign.

EHEAP Eligibility Worksheet Instructions

Section Six: Income Eligibility Determination

Complete Section Six by stapling the calculator tape in the space provided and entering the annual income and checking the appropriate number of individuals in the household to determine the household annual income limit.

Special notes:

- ✓ Adjacent to the annual income limit by household size is the 50 percent of poverty amount by household size. If the annual household income is below the amount for the household size, AND the household does not receive SNAP, the applicant must provide a written statement of how basic living expenses are provided for the household.
- ✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Seven: Vendor, Benefit, and Verification Information

Complete Section Seven by completing in its entirety.

Special notes:

- ✓ The minimum amount due is the amount provided to you during the verification process with the energy vendor.
- ✓ For those applicants receiving an energy subsidy, the minimum amount due will be reduced by the energy subsidy amount listed on the applicant's public housing lease, to determine the total EHEAP benefit. The energy subsidy is deducted from energy vendor payments only.
- ✓ It is allowable to make several crisis benefit payments for a household to resolve a single crisis. This may include the purchase of blankets, portable fans, space heaters, repair of existing heating/cooling equipment, in addition to energy bill assistance, that combined does not exceed the maximum crisis benefit of $600.
- ✓ Crisis situations that involve a heater or air conditioner that is powered by both gas and electricity are eligible for a crisis benefit payment to both energy vendors, that combined does not exceed the maximum crisis benefit of $600.
- ✓ Allowable utility categories for heating/cooling bill assistance include the following:
  - Electricity;
  - Natural Gas;
  - Propane;
  - Wood/Coal; and
  - Refillable fuels;
- ✓ Crisis benefits may also be used for the following:
  - Pre-pay energy;
  - Purchase of blankets, portable fans, space heaters, and window air conditioners;
  - Repair of existing heating/cooling unit;
  - Deposits to connect or restore energy;
  - Late fees, disconnect, and reconnect fees;
  - Charges from a previous account held by the elder that is now closed;

- Payment to landlord when utility costs are included in the elder's rent; and
- Temporary emergency shelter, if due to energy related crisis.

✓ Water, sewer, and garbage MAY NOT be paid UNLESS included on the utility bill AND REQUIRED by the energy vendor to maintain service.

✓ Charges incurred due to illegal activities, such as a worthless check or meter tampering, MAY NOT be paid with EHEAP funds.

✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Eight: Weatherization Assistance Program (WAP) Referral

Complete Section Eight in its entirety.

Special notes:

✓ When determining the number of LIHEAP or EHEAP crisis benefits the applicant has had, you will include the current application in the count, provided the application is approved. Refer back to Section Seven, to the information obtained from the LIHEAP provider.

✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Section Nine: Resolution of Crisis

Complete Section Nine by selecting all that applies to this applicant and application for services.

Special notes:

✓ The left-hand selections indicate that the application has been acted upon within the 18-hour requirement.

✓ If the selection is made to deny the application, pending additional information from the client, the 18-hours has been met and does not repeat itself when the client returns with the pending information. You have already met the requirement.

✓ *If any field is determined to be not applicable, complete the field by entering N/A.*

Case Worker Signature

To complete this section, the individual who completes the EHEAP Eligibility Worksheet, determines income eligibility, and provides the commitment to the utility vendor must sign and complete the requested information.

Special note:

✓ If you are the applicant, or friend, relative, or employee of the applicant, you cannot determine the eligibility or award EHEAP benefits. This application must be processed by someone who is not the applicant, friend, relative, or employee of the applicant.

Approval Signature

To complete this section, the signer is attesting that he/she has reviewed the application for completeness, determined that all required documentation is included, and verified that the annual household income calculation and EHEAP benefit awarded are correct.

ATTACHMENT XX

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY CLIENT FILE CONTENT CHECKLIST

ELDER'S NAME	PSA#	AGENCY	APPROVAL_____ DENIAL _____
	8		DENIAL_____
NAME OF WORKER	**APPLICATION DATE**	**CRISIS RESOLUTION DATE**	**CHECK DATE**
			11/29/2017

PROGRAM REQUIREMENTS MONITORED	Yes	No	N/A	COMMENTS
1. Individual client file for the elder includes consumer's name, address, sex, and age.				
2. Household contains a member 60 or older.				
3. The household is in the Florida county covered by the contract.				
4. All household members are listed and their name, age, DOB, and income(s) are included.				
5. Client file contains documentation of Social Security numbers for all household members, or citation to the applicable exemption.				
6. Client file contains signed notice regarding collection of social security number.				
7. The client file contains official income documents for all household members.				
8. If income is self-declared, is there a self-declaration form signed by each individual household member (18 years of age or older) lacking income verification or claiming zero income?				
9. The household's total gross income is calculated correctly and is at or below 150% of the OMB Federal Poverty Level for the household size.				
10. Statement of how basic living expenses (i.e., food, shelter and transportation) are being provided if total household income is less than 50% of the current Federal Poverty Guidelines and no one in the household is receiving SNAP assistance.				
11. Checked that elder does not live in student dormitory, adult family care home, or any kind of group living facility.				
12. Verified and documented household has not received LIHEAP Crisis Assistance during the same heating or cooling season.				
13. Documentation of Weatherization Assistance Program (WAP) referral, if applicable.				
14. Copies of fuel bills, or other supporting documentation as proof of energy crisis, for the residence in which they reside.				
15. Signed copy of Authorization for Release of General and/or Confidential Information.				
16. Only energy related elements of a utility bill are paid unless required to resolve the crisis.				
17. Only the minimum necessary to resolve the crisis is paid. If a different amount is required by the utility company, provide additional information on the Eligibility Worksheet.				
18. Crisis energy benefit was reduced by energy subsidy, if applicable.				
19. Energy crisis resolved with an eligible action within 18 hours by an eligible actions.				
20. Written notice of approval or denial for services that includes appeal procedures is issued within 15 working days of application approval.				
21. Appropriate benefit provided, at or below $600.00.				
22. All required sections of the application are signed and dated by the elder, staff, and supervisory/peer **PRIOR** to payment.				
23. Proof of payment to vendor.				
24. Place completed DOEA Form 211 (revised 3/1/2016) in client file.				

INSTRUCTIONS: A check mark in the Yes column indicates the requirement has been met. A check mark in the No column indicates the requirement has not been met or is questionable. Each "No" mark must be explained under "COMMENTS".

Supervisor/Peer Signature **Consumer File Monitoring Date**

EHEAP Cost Reimbursement Summary

Contract # _____

Report Period: _____

Budget Category	Description	Number of units	Amount
Administration			
	TOTAL ADMINISTRATION		**$0.00**
Outreach			
	TOTAL OUTREACH		**$0.00**
Crisis Assistance (BY COUNTY)			
	TOTAL CRISIS ASSISTANCE		**$0.00**

ATTACHMENT XXIV

SERVICE RATE REPORT

PROGRAM: EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PRORAM (EHEAP)				
Category	Federally Funded	From 04/01/2017 to 3/31/2018		
	SERVICE	**METHOD OF PAYMENT**	**HIGH REIMBURSEMENT RATE**	**UNIT TYPE**
Admin	ADMINISTRATIVE COSTS*	Cost Reimbursement	Cost Reimbursement	EPISODES
Outreach	OUTREACH COSTS*	Cost Reimbursement	Cost Reimbursement	EPISODES
Crisis Assistance	CRISIS ENERGY ASSISTANCE BENEFITS*	Cost Reimbursement	Cost Reimbursement	EPISODES
*As stipulated in contract, these services are provided on a cost reimbursement basis.				