



City of Sweetwater

SPECIAL COMMISSION MEETING

MEETING DATE: MONDAY, SEPTEMBER 21, 2015 AT 8:15 PM COMMISSION CHAMBERS, 500 SW 109 AVENUE

1. ROLL CALL.
2. PLEDGE OF ALLEGIANCE.
3. INVOCATION.
4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE ALLIANCE FOR AGING, INC., TO PROVIDE MEALS, RECREATION, AND TRANSPORTATION SERVICES FOR THE ELDERLY; PROVIDING FOR SUBSEQUENT RENEWALS; AND PROVIDING FOR AN EFFECTIVE DATE. MAYOR LOPEZ/ DIRECTOR OF OPERATIONS
5. ADJOURNMENT.

THIS MEETING WAS CALLED BY MAYOR LOPEZ

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. PERSONS WHO NEED AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT CITY CLERK MARIE SCHMIDT AT 221-0411 BY NOON ON THE DAY BEFORE THE MEETING IN ORDER TO REQUEST SUCH ASSISTANCE.



Mayor Orlando Lopez

MEMORANDUM

Date: September 14, 2015
To: Honorable Jose Diaz, Commission President and Members of
The City Commission
From: Mayor Orlando Lopez
Re: 2015-16 LSP Contract

DESCRIPTION OF ITEM

This resolution is for the execution of a 2016 Local Service Provider (LSP) grant agreement with the Alliance for Aging. This also provides authorization for the Mayor to renew the agreement yearly. This award funds expenditures from the Claude and Mildred Pepper Senior Center for congregate and home-delivered meal, recreation and transportation services (see contract, attached).

BACKGROUND

The City receives funding from the Alliance for Aging annually for providing congregate and home-delivered meals, recreation and transportation services. This funding will be applied to fund the Senior Center's activities. The contract will be effective from July 1, 2015 through June 30, 2016.

FISCAL IMPACT

This 2015-16 grant award is in the amount of \$683,077.

RECOMMENDATION

It is recommended to approve the grant to fund many of the basic services provided for the elderly. Moreover, because this grant is provided on an annual basis, this resolution authorizes the Mayor to renew the agreement, as per contract stipulations, for subsequent years.

J. David Borrero
Department / Section Director

RESOLUTION NO. 15 –

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE ALLIANCE FOR AGING, INC., TO PROVIDE MEALS, RECREATION, AND TRANSPORTATION SERVICES FOR THE ELDERLY; PROVIDING FOR SUBSEQUENT RENEWALS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City and The Alliance for Aging Inc. have partnered to provide meals, recreation, and transportation to the elderly for many years; and

WHEREAS, in order to continue this partnership this grant agreement must be executed;

BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:

Section 1. The memorandum and Agreement attached hereto are incorporated herein.

Section 2. The City Commission authorizes the Mayor to execute the Agreement with Alliance for Aging, Inc. with such non-material changes as may be acceptable to the Mayor, and approved as to form by the City Attorney, is hereby approved.

Section 3. The City Commission authorizes the Mayor to administratively renew this grant agreement for the following fiscal years: 2016-2017, 2017-2018, and 2018-2019.

Section 4. Effective Date. This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-

enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of _____, 2015.

ORLANDO LOPEZ, Mayor

JOSE M. DIAZ, Commission President and Vice Mayor

ATTEST:

MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GUILLERMO CUADRA, CITY ATTORNEY

VOTE UPON ADOPTION:

JOSE M. DIAZ, COMMISSION PRESIDENT	_____
JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT	_____
PRISCA BARRETO, COMMISSIONER	_____
MANUEL DUASSO, COMMISSIONER	_____
IDANIA LLANIO, COMMISSIONER	_____
ISOLINA MAROÑO, COMMISSIONER	_____
EDUARDO M. SUAREZ, COMMISSIONER	_____

CONTRACT NUMBER KL1556

ALLIANCE FOR AGING, INC.
LOCAL SERVICES PROGRAM CONTRACT

2015-2016 Fiscal Year

THIS CONTRACT is entered into between the Alliance for Aging Inc., hereinafter referred to as the "Alliance" and **City of Sweetwater**, herein after referred to as the "provider," and collectively referred to as the "parties."

Attachments I, II, III, IV, V, VI, VII, VIII, IX, X, A, B, C, D, E, F, G and H are incorporated herein and made a part of this Contract

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

1. Purpose of Contract

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

2. Incorporation of Documents within the Contract

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals or desk books, as an integral part of the 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.

Incorporation of Reference Memoranda:

In accordance with Chapter 287 F.S., amended, and Department of Financial Services' Chief Financial Officer Memoranda, the following memoranda are hereby incorporated by reference:

- (1) CFO Memo No. 02: Release date, October 3, 2012;
- (2) CFO Memo No. 06: Release date, June 27, 2012;
- (3) CFO Memo No. 01: Release date, July 26, 2012; and
- (4) CFO Memo No. 04: Release date, June 30, 2006

3. Term of Contract

Effective Date:

This contract shall begin on **July 1, 2015** or on the date the contract has been signed by both parties, whichever is later.

Delivery of services shall end at midnight, local time in Miami, FL on **June 30, 2016**. The Alliance will not reimburse the provider for services provided after this date. However, the parties recognize that they will need to perform continued activities relating to reporting, invoicing and payment in July of 2016 to facilitate payment for services rendered by the provider under this contract through and including the contract expiration date of July 15, 2016.

4.0 Contract Amount

The Alliance agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$683,077.00 or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

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4.1 **Obligation to Pay**

The Alliance’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature to the Department and funding received by the Alliance under its contract with the Department.

4.2 **Source of Funds**

The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract. The funds awarded to the provider pursuant to this contract are in the state grants and aids appropriations and consists of the following:

Program Title	Year	Funding Source	CSFA#	Fund Amounts
Local Services Program	2015-2016	General Revenue/Tobacco Settlement Trust Funds	65009	\$683,077.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$683,077.00

5. **Renewals**

The contract may be renewed on a yearly basis contingent upon an appropriation of the Florida Legislature. Any renewal of a contract shall be subject to mutual agreement, confirmed in writing, and subject to the same terms and conditions set forth in the initial contract. 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.

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

6. **Compliance with Federal Law**

6.1 If this contract contains federal funds the following shall apply:

- 6.1.1 The Provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.
- 6.1.2 If this contract contains federal funds and is over \$100,000.00, the Provider shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The Provider shall report any violations of the above to the Alliance.
- 6.1.3 The Provider, or agent acting for the Provider, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any state legislature. If this contract contains federal funding in excess of \$100,000.00, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, **ATTACHMENT II**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager prior to payment under this contract.
- 6.1.4 In accordance with Appendix A to 2 CFR 215, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.
- 6.1.5 If this contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

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- 6.1.6** 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 Provider shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Provider shall complete and sign **ATTACHMENT V** prior to the execution of this contract.
- 6.2** The Provider shall not employ an unauthorized alien. The Alliance 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 Alliance.
- 6.3** If the Provider is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the Provider must notify the Alliance in writing within thirty (30) days of receiving the IRS notice of revocation.
- 6.4** The Provider shall comply with Title 2 CFR Part 275 regarding Trafficking in Persons.
Unless exempt under 2 CFR Part 170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.
- 6.5** To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, the Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the contract or agreement term. The Provider shall include in related subcontracts a requirement that sub-providers 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 sub-provider during any contract or agreement term. Providers meeting the terms and conditions of the E-verify System are deemed to be in compliance with this provision. The Provider shall complete and sign **ATTACHMENT F** prior to the execution of this Master Contract.

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 the Florida law, including Florida provisions for conflict of laws.
- 7.2** The Provider shall comply with requirements of s. 287.058, F.S. as amended.
- 7.2.1** The Provider shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this contract, which the Alliance must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).
- 7.2.2** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- 7.2.3** If itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.
- 7.2.4** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Provider in conjunction with this contract except for those records which are made confidential or exempt by law. The Provider's refusal to comply with this provision will constitute an immediate breach of contract for which the Alliance may unilaterally terminate the contract.

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- 7.3 If clients are to be transported under this contract, the Provider shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, F. A. C.
- 7.4 The provider may not subcontract with any individuals or entities on the discriminatory vendor list because they may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.
- 7.5 The Provider shall comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 7.6 In accordance with s. 287.135 F.S., any Provider 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 s. 215.473 F.S., is ineligible to enter into or renew a contract or agreement with the Department for goods or services of \$1 million or more. Pursuant to s. 287.135 F.S., the Department may terminate this Contract and any contract or agreement incorporating this Contract by reference if the Provider is found to have submitted a false certification of its status on the Lists or has been placed on the Lists. Further, the Provider is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. If any contract or agreement incorporating this Contract contains \$1 million or more, the Provider shall complete and sign ATTACHMENT H, Certification Regarding Scrutinized Companies Lists, prior to the execution of this Contract.

8. Background Screening

The Provider shall ensure that the requirements of s. 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 Department's level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The Provider must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0402 and Chapter 435, F.S.

- 8.1 For purposes of this section, the term "direct service provider" means a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living areas or to the client's funds or personal property. This term includes coordinators, managers, and supervisors of residential facilities and volunteers.
- 8.2 Background Screening Affidavit of Compliance - To demonstrate compliance with section 6 of this Contract, the Provider shall submit ATTACHMENT G, Background Screening Affidavit of Compliance annually, by January 15th.
- 8.3 Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/does/backgroundscreening.php>.

9. Grievance and Complaint Procedures

9.1 Grievance Procedure

The Provider shall comply with and ensure sub-provider compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.
Complaint Procedures:

- 9.2 The Provider shall develop and implement complaint procedures and ensure that Sub-providers develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint on a complaint log.

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10. Public Records and Retention:

- 10.1** The Provider, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the Department of Elder Affairs in order to perform the services.
 - b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the Alliance all public records in possession of the Provider upon termination or expiration this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Alliance or the Department in a format that is compatible with the information technology systems of the Alliance and the Department.

11. Audits, Inspections, Investigations:

- 11.1** The provider shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the Alliance under this contract. Provider agrees to maintain records, including paid invoices, payroll registers, travel vouchers, copy logs, postage logs, time sheets, etc., as supporting documentation for service cost reports and for administrative expenses itemized for reimbursement. This documentation will be made available upon request for monitoring and auditing purposes. Whenever appropriate, financial information should be related to performance and unit cost data.
- 11.2** The Provider shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Alliance.
- 11.3** Upon demand, at no additional cost to the Alliance, the Provider shall facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 10.2.
- 11.4** The Provider shall assure that the records described in Paragraph 10 will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Alliance.
- 11.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Alliance, the Department and federal auditors, pursuant to 45 CFR 92.36(i)(10), will be allowed full access to and the right to examine any of the Provider's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 11.6** The Provider shall provide a financial and compliance audit to the Alliance as specified in this contract and in **ATTACHMENT III** and ensure that all related third-party transactions are disclosed to the auditor.
- 11.7** The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General pursuant to s. 20.055, F.S.
- 11.8** The Provider shall maintain and file with the Alliance such progress, fiscal and inventory and other reports as the Alliance may require within the period of this contract.
- 11.9** The Provider shall submit management, program, and client identifiable data, as specified by the Department of Elder Affairs and / or the Alliance. The provider must record and submit program specific data in accordance with the Department's Client Information Registration and Tracking System (CIRTS) Policy Guidelines.

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- 11.10** If, under any contract or agreement incorporating this Contract by reference, the Provider is providing services and is acting on behalf of the Department of Elder Affairs or the Alliance for Aging, Inc. as provided under section 119.011(2), Florida Statutes, the Provider, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services.
 - b) Provide the public with access to public records on the same terms and conditions that the Department of Elder Affairs or the Alliance for Aging, Inc. would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the Department of Elder Affairs or the Alliance for Aging, Inc. all public records in possession of the Provider upon termination or expiration of any contract or agreement incorporating this Contract by reference and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department of Elder Affairs or the Alliance for Aging, Inc. in a format that is compatible with the information technology systems of the Department.
- 11.11** The Alliance for Aging, Inc. may unilaterally cancel this Contract, and any contract or agreement incorporating this Contract by reference, notwithstanding any other provisions of this Contract, for refusal by the Provider to comply with Section 8 of this Contract by not allowing public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with the contract or agreement incorporating this Contract by reference, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
- 12. Nondiscrimination-Civil Rights Compliance**
- 12.1** The Provider shall execute assurances in **ATTACHMENT VI** that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Provider further assures that all Providers, sub-providers, 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 Provider shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist (**ATTACHMENT B**).
- 12.3** The Provider shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 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 Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all sub-providers, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider understands that the Alliance may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

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13. Provision of Services

The Provider shall provide services in the manner described in in **ATTACHMENT I** of this agreement and in the Service Provider Application (SPA). In the event of a conflict between the Service Provider Application and this contract, the contract language prevails.

14. Monitoring by the Alliance for Aging

The Alliance will perform administrative and programmatic monitoring of the provider to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.

14.1 The provider will supply progress reports, including data reporting requirements as specified by the Alliance or the Department to be used for monitoring progress or performance of the contractual services as specified in this contract. Following the norms set down by the Department, the Alliance will track performance on a monthly basis, through desk reviews of available fiscal, CIRTS, and research production reports and any other system or process designated by the Alliance. Examples of review criteria are surplus/deficit, independent audits, internal controls, reimbursement requests, subcontract monitoring, targeting, program eligibility, outcome measures, service provision to clients designated as "high risk" by the Department of Children & Families, Adult Protective Services program, data integrity, co-payments, client satisfaction, correspondence, and client file reviews.

14.2 The provider shall permit persons duly authorized by the Department or the Alliance to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees, and sub-provider employees of the provider to be assure the Alliance of the satisfactory performance of the terms and conditions of this contract. Following such review, the Alliance will deliver to the provider a written report of its findings. The Provider hereby agrees to correct all deficiencies identified in a timely manner as determined by the Contract Manager.

14.3 Extraordinary Reporting

The provider shall notify the contract manager for the Alliance immediately, but no later than within 48 hours, from the provider's awareness or discovery of conditions that may materially affect the provider's ability to perform, such as problems, delays, or adverse conditions which may impair the provider's ability to meet the objectives of this contract or that may affect the health, safety or well-being of clients. The notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, time frames for implementation, and any assistance needed to resolve the situation.

Examples of reportable conditions may include:

- proposed client terminations
- provider financial concerns/difficulties
- non-payment or untimely payment reported by vendors
- service documentation problems
- agreement non-compliance
- service quality problems and consumer complaint trends
- HIPAA violations
- Potential fraud allegations or accusations of malfeasance by board members, employees, volunteers, or other associates

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The Alliance shall investigate allegations regarding falsification of client information, service records, payment requests, and other related information. Substantiated allegations shall be reported to the Department's contract manager and to law enforcement as appropriate.

In the event that a situation results in the cessation of services by a subcontract, the provider retains the responsibility for performance of all services covered by this contract and must ensure that clients continue receiving services without interruption, e. g. exercising their emergency procurement procedures, temporary assumption of the direct provision of services, etc.

15. Coordinated Monitoring with Other Agencies

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

16. Indemnification

The provider shall indemnify, defend, and hold harmless the Department and the Alliance and their officers, agents, and employees from any claim, loss, damage, cost, charge, or expense whatever nature or character arising out of any acts, actions, neglect or omission, action in bad faith, or violation of federal or state law by the provider, its agents, employees, or sub-providers during the performance of this contract, whether direct or indirect, and whether to any person or property. It is understood and agreed that the provider is not required to indemnify the Alliance for claims arising out of the sole negligence of the Alliance.

The provider's obligation to indemnify, defend, and pay for the defense or, at the Department's and / or the Alliance's option, to participate and associate with the Department and / or the Alliance in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Department's and / or Alliance's notice of claim for indemnification to the provider. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify the Department and or the Alliance, upon notice by the Department and / or the Alliance. Notice shall be given by registered or certified mail, return receipt requested. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Alliance solely negligent shall excuse performance of this provision by the provider. The provider shall pay all costs and fees related to this obligation and its enforcement by the Department and / or the Alliance. The Alliance's failure to notify the provider of a claim shall not release the provider of the above duty to defend and indemnify.

16.1 Except to the extent permitted by s. 768.28, F.S., or other Florida law, Paragraph 15 is not applicable to contracts executed between the Alliance and state agencies or subdivisions defined in s. 768.28(2), F.S.

17. Insurance and Bonding

17.1 The provider must provide continuous adequate liability insurance and worker's compensation insurance coverage, on a comprehensive basis, and must hold such liability and worker's compensation insurances at all times during the effective period of this contract and any renewal(s) or extension(s) of this contract. **The Alliance shall be included as an additional insured on the provider's liability insurance policy or policies and a copy of the Certificate of Insurance shall be provided annually or when any changes occur.** The provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon execution of this contract, the provider shall furnish the Alliance written verification supporting both the determination and existence of such insurance coverage. The limits of coverage under each policy

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maintained by the provider do not limit the provider's liability and obligations under this contract. The provider shall ensure that the Alliance has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department and the Alliance reserve the right to require additional insurance where appropriate.

- 17.2 Throughout the term of this contract, the provider must maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the provider, authorized to handle funds received or disbursed under this contract, in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.
- 17.3 If the provider is a state agency or subdivision as defined by section 768.28, F.S., the provider shall furnish, upon request, written verification of liability protection in accordance with section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, F.S. (See also Indemnification clause.)
18. **Confidentiality of Information**
- The Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.
19. **Health Insurance Portability and Accountability Act**
- Where applicable, the Provider shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR 160, 162, and 164).
20. **Incident Reporting**
- 20.1 The Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.
21. **New Contract(s) Reporting:**
- The Provider shall notify the Alliance within ten (10) days of entering into a new contract or agreement with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract or agreement start and end dates; (4) contract or agreement amount; (5) contract or agreement description and commodity or service; and (6) Contract Manager name and number.
22. **Bankruptcy Notification**
- During the term of this contract, the Provider shall immediately notify the Alliance if the Provider, its assignees, sub-providers or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Provider must also provide the following information to the Alliance: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name, address, and telephone number of the bankruptcy attorney.
23. **Sponsorship and Publicity**
- 23.1 Any nongovernmental organization which sponsors a program financed partially by state funds or funds obtained from a state agency shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by, the State of Florida, Department of Elder Affairs and Alliance for Aging Inc." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs and the Alliance for Aging" shall appear in the same size letters or type as the name of the organization (ref.: section 286.25, F. S.). This shall include, but is not limited to, any correspondence or other writing, publication or broadcast that refers to such program.

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

24. Assignments

24.1 The provider shall not assign its rights and responsibilities under this contract without the prior written approval of the Alliance. All contracts or agreements incorporating this Contract by reference shall remain binding upon the successors in interest of either the Provider or the Alliance for Aging, Inc.

24.2 No approval by the Alliance of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Alliance in addition to the dollar amount agreed upon in this contract.

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

25. Subcontracts:

25.1 The Provider is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Provider or its sub-providers. Any subcontracts shall be evidenced by a written agreement subject to all applicable terms and conditions of this contract. Alliance approval of the service application presented by the provider shall constitute Alliance approval of the provider's proposed subcontracts if the subcontracts follow the service and funding information identified in the provider's service application. All other subcontracts proposed to be funded under this contract must be approved in advance by the Alliance. The Provider agrees that the Alliance shall not be liable to any sub-provider in any way or for any reason. The provider, at its expense, will indemnify and defend the Alliance against any sub-provider claims.

25.2 The provider shall promptly pay any sub-providers. Failure to pay sub-providers pursuant to any subcontract or as required by law may result in enforcement action under this contract.

25.3 The provider maintains responsibility for the monitoring and performance of all subcontracts in accordance with all applicable federal and state laws.

25.4 The Provider shall have a procurement policy that assures maximum free and open competition. Such procurement policy must conform, as applicable, with Federal and State contracting and procurement regulations, as set forth in Title 45 Code of Federal Regulations (CFR) part 74 - Sub-Part C, Ch.287.057 Florida Statutes (F.S.), U.S. Office of Management and Budget (OMB) Circular 110, Florida Department of Management Services (DMS) Rule 60A-1, Florida Administrative Code, and with the Department of Elder Affairs Program and Services Handbook 2012.

25.5 Service Cost Reports and Unit Cost Methodology Reports:

The Provider shall submit annually to the Alliance Service Cost Reports, which reflect actual costs of providing each service by program. This report is due to the Alliance 30 days after the contract year ends. The Provider shall also submit, annually, Unit Cost Methodology Reports, reflecting the annual Budgeted cost details for each program. This report is due to the Alliance 30 days prior to the start of the new contract. These two reports provide information for planning and negotiating unit rates, as well as source documents used in the Alliance's annual monitoring of the Provider.

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26. Funding Obligations:

- 26.1** The Alliance for Aging, Inc., acknowledges its obligation to pay the Provider for the performance of the Provider's duties and responsibilities set forth in any contract or agreement incorporating this Contract by reference.
- 26.2** The Alliance shall not be liable to the provider for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to terms governing the provider's promised performance and unit rates and/or reimbursement capitations specified.
- 26.3** The Alliance shall not be liable to the Provider for any expenditures which are not allowable costs as defined by applicable federal or state law, or which expenditures have not been made in accordance with the terms of this contract or fiscal or programmatic guidelines and requirements outlined by the current Department of Elder Affairs Programs and Services Handbook.
- 26.4** The Alliance shall not be liable to the provider for expenditures made in violation of regulations, the Older Americans Act, Department rules, Florida Statutes, or this contract.

27. Independent Capacity of Provider

- 27.1** The Provider will be acting in its independent capacity and not as an employee, agent or representative of the Alliance or the Department. The provider shall not be deemed or construed to be an employee, agent or representative of the Alliance or the Department for any purpose whatsoever. Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.
- 27.2** The Provider shall be responsible for completely supervising and directing the work under this contract whether performed by the provider or by any sub-provider that it may utilize. The Provider shall be responsible for all sub-providers who perform work under this contract. The Provider agrees that it is as fully responsible for the acts and omissions of its sub-providers and of persons employed by them as it is for the acts and omissions of its own employees.
- 27.3** It is further understood that the Alliance does not control the employment practices of the Provider and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Provider or its sub-providers. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider shall be the sole responsibility of the Provider.

28. Payment

- 28.1** Payments shall be made to the Provider as services are rendered and invoiced by the Provider. The Alliance will have final approval of the invoice for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Alliance's finance section for budgetary approval and processing pursuant to attachment VIII.

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28.2 Payment Documentation Required

The Provider shall maintain documentation to support payment requests which shall be available to the Comptroller, the Department, or the Alliance upon request. Invoices must be submitted in sufficient detail for a proper pre audit and post audit thereof. The provider shall comply with all state and federal laws governing payments to be made under this contract including, but not limited to the following: (a) paragraph (16) (b) of section 216.181, F. S., regarding advances; (b) Rule 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and (c) the Contract Payment Requirements sub-section of section C of the Reference Guide for State Expenditures from the Department of Financial Services (http://www.dbf.state.fl.us/aadir/reference_guide/).

The Provider shall maintain detailed documentation to support each item on the itemized invoice or payment request for cost reimbursed expenses, including paid sub-provider invoices, and will be produced upon request by the Alliance. The Provider shall only request reimbursement for allowable expenses as defined in the laws and guiding circulars cited in this agreement, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the provider's approved service application.

The Provider will certify that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this Contract by reference, including paid Sub-provider invoices, and will be produced upon request by the Alliance or the Department. The Provider will further certify that reimbursement requests are only for allowable expenses as defined in the laws and guiding circulars cited in Sections 6 and 7 of this Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Provider's approved area plan as developed in accordance with and pursuant to section 306(a) of the Older Americans Act of 1965, as amended.

28.3 The Provider shall provide units of deliverables, including reports, findings, and drafts as specified in this contract to be received and accepted by the Alliance prior to payment.

29. Return of Funds

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

30. Data Integrity and Safeguarding Information

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

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31. **Computer Use and Social Media Policy**

The Department of Elder Affairs has implemented a new Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, OPS and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and Providers. 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>**).

32. **Conflict of Interest**

The Provider shall establish safeguards to prohibit employees, board members, management and sub-providers from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Provider or sub-provider shall participate in selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Provider or sub-provider's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from providers, potential providers, or parties to subcontracts. The Provider's board members and management must disclose to the Alliance any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The Provider's employees and sub-providers must make the same disclosures described above to the Provider's board of directors. Compliance with this provision will be monitored.

33. **Public Entity Crime**

Pursuant to s. 287.133, F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a provider, supplier, sub-provider, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The provider represents and warrants that the provider, its officers, directors, senior management, partners, employees or agents have not been convicted of any public entity crimes within the last 36 months. If the provider or any of its officers or directors is convicted of a public entity crime during the period of this agreement, the provider shall notify the Alliance immediately. Non-compliance with this statute shall constitute a breach of this agreement. The provider must ensure that it does not enter into with any sub-provider on the convicted vendors list or otherwise prohibited from contracting for state funds pursuant to section 287.133, F.S.

34. **Purchasing**

Procurement of Products or Materials with Recycled Content.

Reusable materials and products shall be used where economically technically feasible.

35. **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 Provider shall refer the discovery, invention or material to the Alliance 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.

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36. Emergency Preparedness and Continuity of Operations

- 36.1 The Provider shall, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the Provider shall notify the Alliance of emergency provisions.
- 36.2 In the event a situation results in a cessation of services by a sub-provider, the Provider shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.
- 36.3 In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the Department may exercise authority over an area agency or service provider agency to implement preparedness activities to improve the safety of the elderly in the threatened area and to secure area agency and service provider facilities to minimize the potential impact of the event. These actions will be within the existing roles and responsibilities of the area agency and provider.
- 36.4 In the event the President of the United States or Governor of the State of Florida declares a disaster or state of emergency, the Department may exercise authority over an area agency or service provider agency to implement emergency relief measures and/or activities.

37. Equipment

37.1 Use of Contract Funds to Purchase Equipment

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

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

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

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

40. Dispute Resolution

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

41. Financial Consequences of Non-Performance

If the Provider fails to meet the minimum level of service or performance identified in this agreement, or that is customary for the industry, then the Alliance must apply financial consequences commensurate with the deficiency. Financial consequences may include, but are not limited to, contract suspension, refusing payment,

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withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of contract and reacquiring services from an alternate source.

41.1 The Provider will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Alliance.

42. **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.

43. **Venue**

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

44. **Entire Contract**

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

45. **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.

46. **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.

47. **Condition Precedent to Contract: Appropriations**

The Parties agree that the Alliance's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature to the Department and a corresponding allocation under contract from the Department to the Alliance.

48. **Addition/Deletion**

The Parties agree that the Alliance reserves the right to add or to delete any of the services required under this contract when deemed to be in the State 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.

49. **Waiver**

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

50. **Compliance**

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

51. **Final Invoice**

The Provider shall submit the final invoice for payment to the Alliance as specified in Paragraphs 3.4, 3.4.1 and 3.4.2 (date for final request for payment) of ATTACHMENT L. If the Provider fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the Alliance may not honor any

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

52. Renegotiations or Modifications

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

53. Suspension of Work:

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

54. Termination

54.1 This contract may be terminated by either party without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the contract. The Provider shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Provider shall not be entitled to recover any cancellation charges or lost profits.

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

54.3 Termination for Cause:

This contract may be terminated for cause upon no less than twenty four (24) hours' notice in writing to the Provider. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Alliance's or the Provider's rights to remedies at law or in equity.

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

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54.5 Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Alliance's right to remedies at law or to damages of a legal or equitable nature.

55. **Successors**

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

56. **Electronic Records and Signature**

The Alliance authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Contract. A Provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, s. 668.50, Fla. Stat. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, Ch. 119, and Fla. Stat.; must comply with section 28, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this Contract.

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

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

57. **Special Provisions**

The Provider agrees to the following provisions:

57.1 **Investigation of Criminal Allegations:**

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

57.2 **Volunteers:**

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

57.3 **Enforcement:**

57.3.1 In accordance with Section 430.04, F.S., the Alliance may, without taking any intermediate measures available against the Provider, rescind the Providers contract, if the Alliance finds that:

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- 57.3.2 An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;
- 57.3.3 The Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
- 57.3.4 The Provider has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Alliance, or the Provider has committed or repeated violations of Alliance standards;
- 57.3.5 The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency; and/or
- 57.3.6 The Provider has failed to adhere to the terms of any contract or agreement incorporating this Contract by reference.
- 57.3.7 In the alternative, the Alliance may, at its sole discretion, in accordance with section 430.04, F.S., take immediate measures against the Provider, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.
- 57.3.8 The provider consistently misses performance measure targets, or does not demonstrate to the satisfaction of the Alliance that a program budget surplus/deficit problem is being addressed in order to avoid closing out the contract year with a budget variance of more than one percent.
- 57.3.9 In making any determination under this provision the Alliance may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating this Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Miami-Dade County.
- 57.4 **Use of Service Dollars:**
The Provider will optimize the use of contract funds by serving the maximum possible number of individuals with the services allowed by this contract. The Provider will spend all federal, state, and other funds provided by this contract to provide such services.
58. **Official Payee and Representatives** (Names, Addresses, and Telephone Numbers):
The name, address, and telephone number of the representative for the Alliance for this contract is:

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

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

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:	Jose M Diaz, Mayor City of Sweetwater 500 SW 109 th Avenue Miami, FL 33174
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Robert Herrada, Director of Operations/Senior Center Director 500 SW 109 th Avenue Miami, FL 33174
c.	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	Jose M Diaz, Mayor 500 SW 109 th Avenue Miami, FL 33174 (305)221-0411
d.	The section and location within the Alliance where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Laurie Semo Vice President for Finance/CFO 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155
e.	The name, address, and telephone number of the Contract Manager for the Alliance for this contract is:	Contract Manager Alliance for Aging, Inc. 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.		

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In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

51. **All Terms and Conditions Included**

This contract and its Attachments, I through X, A, B, C, D, E, F, G, H and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

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 72 page contract, to be executed by their undersigned officials as duly authorized.

Contractor : CITY OF SWEETWATER

ALLIANCE FOR AGING, INC.

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

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

TITLE: _____

TITLE: PRESIDENT AND CEO

DATE: _____

DATE: _____

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Attachment X	RECEIPT AND EXPENDITURE REPORT
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Attachment B	CIVIL RIGHTS COMPLIANCE CHECKLIST
Attachment C	AGING AND DISABILITY RESOURCE CENTER (ADRC) – OUTSOURCED FUNCTIONS
Attachment D	DOEA COMPUTER USE POLICY
Attachment E	BUSINESS ASSOCIATE AGREEMENT
Attachment F	E-VERIFY
Attachment G	BACKGORUND SCREENING AFFIDAVIT OF COMPLIANCE
Attachment H	CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

CONTRACT NUMBER KL1556

ATTACHMENT I

ALLIANCE FOR AGING, INC.
STATEMENT OF WORK
LOCAL SERVICES PROGRAM

SECTION I: SERVICES TO BE PROVIDED

1.1 DEFINITIONS OF TERMS AND ACRONYMS

1.1.1 CONTRACT ACRONYMS

ADL – Activities of Daily Living
APS – Adult Protective Services
AIRS – Alliance of Information & Referral Systems
ADA – Americans with Disabilities Act
AAA – Area Agency on Aging (Alliance for Aging, Inc.)
APCL – Assessed Priority Consumer List
ALLIANCE—Alliance for Aging, Inc.
CIRTS – Client Information and Registration Tracking System
DOEA – Department of Elder Affairs (The Department)
FLAIRS – Florida Alliance of Information and Referral Services
I&R – Information and Referral
IADL – Instrumental Activities of Daily Living
LSP –Local Services Program
PSA – Planning and Service Area

1.1.2 PROGRAM SPECIFIC TERMS

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

Area Plan Update: A revision to the Area Plan wherein the Contractor enters LSP specific data into the CIRTS. An update may also include other revisions to the Area Plan as instructed by the Department.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain independent and in the least restrictive living arrangement. DOEA Form 701B is used by case managers to conduct the functional assessment.

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

1.1.3 ALLIANCE FOR AGING, INC. MISSION STATEMENT

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

1.2 GENERAL DESCRIPTION

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1.2.1 General Statement

The Local Services Program (LSP) provides funding to expand long-term care alternatives enabling elders to maintain an acceptable quality of life in their own homes and avoids or delay nursing home placement. The LSP provides community-based services to preserve elder independence, support caregivers, and target at-risk persons. Through the provision of meals, transportation services, caregiver support, in-home services and expanded respite and day care services, LSP assists elders to live in the least restrictive environment that meets their needs.

1.2.2 Authority

The relevant authority governing the LSP is:

- (1) General Appropriations Act, State of Florida

1.2.2.1 Incorporation of Reference Memoranda

In accordance with the Alliance's Contract with DOEA, the following Florida Department of Financial Services, Chief Financial Officer Memoranda, are provided for informational purposes and incorporated by reference:

- (1) CFO Memo No. 02: Release date, August 20, 2010
- (2) CFO Memo No. 03: Release date, June 29, 2010; and
- (3) CFO Memo No. 06: Release date, June 30, 2010.

1.2.3 Scope of Service

The Provider shall provide services in a manner consistent with the services described in the named project's Community Budget Request and current Department of Elder Affairs Program and Services Handbook.

1.3 INDIVIDUALS TO BE SERVED

1.3.1 General Eligibility

The LSP is targeted to elders who are able to maintain an acceptable quality of life in their own home through the receipt of long-term care alternatives that assist them in delaying or avoiding nursing home placement.

1.3.2 Individual Eligibility

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

- (1) Be 60 years of age or older unless otherwise specified in Proviso authorizing the service; and
- (2) Not be enrolled in any Medicaid capitated long-term care program.

1.3.3 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 as otherwise specified in the authorizing Proviso.

SECTION II – MANNER OF SERVICE PROVISION

2.0 CONDITIONS

2.1 All services under this contract will be provided in a manner consistent with the conditions set forth in the current Florida Department of Elder Affairs Programs and Services Handbook

2.2 SERVICE TASKS

In order to achieve the goals of LSP, the Provider shall perform the following tasks:

- (1) Client Eligibility Determination;
- (2) Assessment and Prioritization of Service Delivery for New Clients;
- (3) Delivery of Services to Eligible Clients.

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2.2.1 Client Eligibility Determination

The Provider shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this ATTACHMENT I, Section 1.3.

2.2.2 Targeting and Screening of Service Delivery for New Clients

The Contractor shall develop and implement policies and procedures consistent with OAA targeting and screening criteria, as described in the DOEA Programs and Services Manual.

2.2.3 Priority Criteria for Service Delivery for Other Assessed Individuals

The assessment and provision of services should always consider the most cost effective means of service delivery. Functional impairment shall be determined through the Department's functional assessment form administered to each applicant. The most frail individuals not prioritized above will receive services to the extent funding is available.

2.2.3 Delivery of Services to Eligible Clients

The Provider shall provide services authorized under this contract as referenced on attachment VIII to address the diverse needs of functionally impaired elders. The Provider shall ensure services are performed in accordance with the current Department of Elder Affairs Programs and Services Handbook.

2.2.4 Use of Volunteers to Expand the Provision of Available Services

2.2.4.1 Use of Volunteers to Expand the Provision of Available Services

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

2.2.4.2 The Provider shall submit a quarterly report of volunteer activities and services electronically on the format provided by the Alliance. The quarterly report schedule is as follows:

Report Period	Report Due Date
July 1- September 30	October 31, 2015
October 1 - December 31	January 31, 2016
January 1 - March 31	April 30, 2016
April 1- June 30	July 30, 2016

2.2.7 Provider Outreach Reporting Requirements

The Provider shall document its performance of outreach activities, by submitting a uniform reporting format provided by the Alliance that includes the following: number and type of provider events or activities; date and location; total number of participants at each event or activity; individual service needs identified; and referral sources or information provided. The Provider shall complete and submit this report on outreach activities at least semi-annually. The semi-annual report schedule is as follows:

Report Period	Report Due Date
July – December	December 31
January – June	June 30

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2.3 SERVICE LOCATION AND EQUIPMENT

2.3.1 Service Times

The Provider shall ensure the provision of the services listed in this contract are available at times appropriate to meet client service needs at a minimum, during normal business hours, or as otherwise specified in Proviso or the Provider's approved services provider application. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm.

2.3 DELIVERABLES

2.3.1 Service Unit

The Provider shall provide the services described in the contract attachment VII in accordance with the Current DOE Program and Services Handbook and service tasks described in Section 2.1.

2.4 REPORTS

The Provider is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Alliance.

2.4.1 The Alliance may withhold payment under the terms of this contract, pending the receipt and approval by the Alliance of complete and accurate financial and programmatic reports due from the provider and any adjustments thereto, including any disallowance not resolved.

2.4.2 Client Information and Registration Tracking System (CIRTS) Reports

The Provider shall input LSP specific data into CIRTS to ensure CIRTS data accuracy. The Provider shall also adhere to the Alliance's CIRTS Data Integrity Policy to ensure data accuracy. The Provider shall also use CIRTS generated reports, which include the following:

- (1) Client Reports;
- (2) Monitoring Reports;
- (3) Services Reports;
- (4) Miscellaneous Reports;
- (5) Fiscal Reports;
- (6) Aging and Disability Resource Center Reports; and
- (7) Outcome Measurement Reports.

2.4.3 Service Costs Reports

The Providers shall submit to the Alliance annual service cost reports, which reflect the actual costs of providing each service by program.

2.4.4 Surplus/Deficit Report

By the end of the first month of this contract, the Provider will submit a monthly expenditure plan by service to the Alliance's program manager to detail how the provider plans to expend the funds.

The Provider will also submit a consolidated surplus/deficit report by program in a format provided by the Alliance to the Alliance's Contract Manager with the monthly request for payments according to the calendar on attachment VIII. The report shall include the following:

- (1) The Provider's current status regarding surplus/deficit as compared to the initial expenditure plan submitted;
- (2) The Provider's detailed plan on how the surplus/deficit spending exceeding the 1% threshold will be resolved in the coming months;
- (3) Number of clients currently on Assessed Priority Consumer List (APCL) that receive a priority ranking score of 4 or 5; and

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- (4) Number of contacts including telephone calls, walk-ins, emails or faxes as related to outsourced ADRC functions, including one-to-one outreach contacts when consumers are provided with information, referral or assistance for themselves or others. They do not include public education activities. This is not an unduplicated count, as per attachment C.

2.5 RECORDS AND DOCUMENTATION

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

2.5.1 Timely Data Entry

The provider must enter all required data per the Department's CIRTSS Policy Guidelines for consumers and services in the CIRTSS database. The data must be entered into CIRTSS before the provider submits its request for payment and expenditure reports to the Alliance, as per Attachment VIII.

2.5.2 Data Accuracy

The provider will run monthly CIRTSS reports and verify client and service data in CIRTSS is accurate, as regulated by DOEA and the Alliance's CIRTSS Data Integrity Policy.

2.5.3 Failure to Maintain CIRTSS Database

Failure to ensure the collection and maintenance of the CIRTSS data may result in the Alliance enacting the "Enforcement" clause of this agreement (see 3.5.3), including delaying or withholding payment until the problem is corrected.

2.5.4 Computer System Backup and Recovery

Each Provider and sub-provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The Provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with sub-providers. These policies and procedures shall be made available to the Alliance upon request.

2.6 PERFORMANCE SPECIFICATIONS

2.6.1 Outcomes

- (1) The Provider shall maintain a record of all reports described in ATTACHMENT I, Paragraph 2.4 REPORTS.
- (2) The Provider shall timely submit to the Alliance all information described in ATTACHMENT I, Paragraph 2.5 RECORDS AND DOCUMENTATION.
- (3) The Provider shall ensure services in this contract are in accordance with the current Florida Department of Elder Affairs Programs and Services Handbook.

2.6.2 Remedies-Nonconforming Services

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

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

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

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

2.7 PROVIDER'S FINANCIAL OBLIGATIONS

2.7.1 Use of Service Dollars and Assessed Priority Consumer List Management

The Provider is expected to spend all LSP funds for the purpose specified in this contract. The Provider shall manage the service dollars in such a manner so as to avoid having a wait list or a surplus of funds at the end of the contract period.

2.8 ALLIANCE RESPONSIBILITIES

2.8.1 Program Guidance and Technical Assistance

The Alliance will provide to the Provider guidance and technical assistance as needed to ensure the successful fulfillment of the contract by the Provider.

2.8.2 Program/Contract Monitoring

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

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

2.9.3 Contract Monitoring

The Alliance shall, at its own discretion, conduct monitoring concerning any aspect of the Provider's performance of this contract.

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SECTION III: METHOD OF PAYMENT

3.1 General Statement of Method of Payment

The method of payment for this contract includes advances, and fixed rate for services. The Provider shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required.

3.1.1 The Provider agrees to implement the spending of funds as detailed in **ATTACHMENT VII, Budget Summary**. An amendment is required to change any amount, unit cost, or number of units by service.

3.2 Advance Payments

3.2.1 The Provider may request up to two months of advances at the start of the contract period, if available, to cover program service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Alliance by the State of Florida ("budget release"). The Provider shall provide the Alliance's Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed.

3.2.2 The Provider's requests for advance require the approval of the Alliance. If sufficient budget is available, the Alliance will issue approved advance payments after July 1, 2015.

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

3.2.4 All advanced payments made to the Provider shall be recouped in accordance with the **Reporting Schedule, ATTACHMENT VIII** of this contract.

3.2.5 Interest earned on advances must be identified separately by source of funds, state or federal. Providers shall maintain advances of federal funds in interest bearing accounts unless otherwise excepted in accordance with 45 CFR 74.22(k). Earned interest must be returned to the Alliance at the end of each quarter.

3.3 Invoice Submittal and Requests for Payment

All requests for payment and expenditure reports submitted to support requests for payment shall be on DOEA forms 106L (**ATTACHMENT IX**) and 105L (**ATTACHMENT X**)

3.3.1 The Provider shall submit all payment requests based on the submission of the Provider's actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is **ATTACHMENT VIII** to this contract.

3.3.2 Any payment due by the Alliance under the terms of this contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the Provider and any adjustments thereto.

3.3.3 The Alliance will authorize payment only for allowable expenditures, which are in accordance with the limits specified in **ATTACHMENT VII, Budget Summary**. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

3.3.3.1 Monthly review of the Receipt and Expenditure Report and the Request for Payment Form by the Alliance will focus on:

- (1) Line item comparison of year-to-date expenditures with the budget to monitor rate of expenditures;

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- (2) Allowable total reimbursement, on a service by service level, does not exceed budgeted/contractual amount (No unilateral modified spending authority.);
- (3) Validation of service units reported against CIRTS.

3.4 **Date for Final Request for Payment**

The Provider shall submit the final request for payment to the Alliance no later than July 15, 2016.

3.5 **Documentation for Payment**

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

3.5.1 The Provider must enter all required data following DOEA's CIRTS Policy Guidelines for clients and services in the CIRTS database. Data must be entered into CIRTS before the Providers submit their request for payment and expenditure reports.

3.5.2 The Provider shall run monthly CIRTS reports and verify that client and service data in CIRTS is accurate. This report must be submitted to the Alliance with the monthly request for payment and expenditure report and must be reviewed by the Alliance before the Provider's request can be approved by the Alliance.

3.5.3 **Consequences for Non-Compliance**

The Provider shall ensure that services and reports are performed pursuant to contract requirements. If at any time the Provider is notified by the Alliance's Contract Manager that it has failed to correctly, completely, or adequately perform these services and reports, the Provider will have 10 days to submit a Corrective Action Plan ("CAP") to the Contract Manager that addresses the identified deficiency and states how the deficiency will be remedied within a time period approved by the Contract Manager. The Alliance shall assess a financial consequence for non-compliance on the Provider for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Alliance may also assess a financial consequence for failure to timely submit a CAP. In the event Provider fails to correct an identified deficiency within the approved time period specified in the CAP, the Alliance shall deduct, from the payment of the invoice for the following month, 1% of the monthly value of the Management and General Costs component of the unit rate for each day the deficiency is not corrected. The Alliance may also deduct, from the payment of the invoice for the following month, 1% of the monthly value of the Management and General Costs component of the unit rate for each day the Provider fails to timely submit a CAP, beginning the 11th day after notification by the Contract Manager of the deficiency. If, or to the extent, there is any conflict between this paragraph and any other paragraph in this contract, this paragraph shall have precedence.

SECTION IV **Invoicing and Additional Reporting Requirements**

4.1 If the Alliance has sanctioned the provider, while the sanctions are in effect, at the request of the Alliance, the provider shall provide, on a monthly basis, the provider's financial statements that reflect the current, un-audited revenues and the provider's cash position as well as any other financial and/or programmatic documentation that may be requested by the Alliance.

4.2 If the provider is required to prepare a corrective action plan or respond to a Fiscal and/or Programmatic Monitoring finding, supporting documentation as requested by the Alliance shall be provided within the time frame stipulated by the Alliance.

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Signature

Date

Name of Authorized Individual

KL1556

Application or Agreement Number

Name and Address of Organization

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department of Elder Affairs or the Alliance for Aging, Inc. to the provider may be subject to audits and/or monitoring by the Department of Elder Affairs or the Alliance for Aging, Inc., as described in this section.

MONITORING

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

AUDITS**PART I: FEDERALLY FUNDED**

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

In the event that the provider expends \$750,000 or more in Federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A- 133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of Elder Affairs or the Alliance for Aging, Inc. by this agreement. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Department of Elder Affairs or the Alliance for Aging, Inc. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the provider expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than Federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Elder Affairs or the Alliance for Aging, Inc. 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 Department of Elder Affairs or the Alliance for Aging, Inc. shall be fully disclosed in the audit report with reference to the Department of Elder Affairs or the Alliance for Aging, Inc. agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the Department of Elder Affairs or the Alliance for Aging Inc. in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

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PART II: STATE FUNDED

This part is applicable if the provider is a non-state entity as defined by Section 215.97(2), Florida Statutes

In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such provider (for fiscal years beginning on or after January 1, 2015), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the 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 I to this agreement indicates state financial assistance awarded through the Department of Elder Affairs or the Alliance for Aging, Inc. by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Elder Affairs or the Alliance for Aging, Inc., other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

If the provider expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years beginning on or after January 1, 2015), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the provider expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Department of Elder Affairs or the Alliance for Aging Inc. shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department of Elder Affairs or the Alliance for Aging, Inc. shall be fully disclosed in the audit report with reference to the Department of Elder Affairs or the Alliance for Aging Inc. agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Department of Elder Affairs or the Alliance for Aging, Inc. in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Department of Elder Affairs or the Alliance for Aging, Inc. 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 OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the provider directly to each of the following:

The Alliance for Aging, Inc.:

Alliance for Aging, Inc.
Attn: Fiscal Manager
760 NW 107th Avenue, Suite 214
Miami, FL 33172-3155

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Sections .320(f), OMB Circular A-133, as revised, the provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Alliance for Aging, Inc. at each of the following addresses:

**Alliance for Aging, Inc.
Attn: Fiscal Manager
760 NW 107th Avenue, Suite 214
Miami, FL 33172-3155**

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

The Alliance for Aging, Inc. at each of the following addresses:

**Alliance for Aging, Inc.
Attn: Fiscal Manager
760 NW 107th Avenue, Suite 214
Miami, FL 33172-3155**

The Auditor General's Office at the following address:

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

Any reports, management letter, or other information required to be submitted to the Department of Elder Affairs pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Providers, when submitting financial reporting packages to the Department of Elder Affairs for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

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

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1. STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CSFA#	AMOUNT
Local Services Program	General Revenue	65009	\$683,077.00
TOTAL STATE AWARD			\$683,077.00

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL AWARD			

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ATTACHMENT III
EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 69I-5.006, FAC, provider has been determined to be:

- Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.
- Recipient/sub-recipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /sub-recipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR Part 225 Cost Principles for State, Local and Indian Tribal Governments (Formerly OMB Circular A-87)*
- OMB Circular A-102 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR Part 230 Cost Principles for Non-Profit Organizations (Formerly OMB Circular A-122 – Cost Principles)*
- 2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)
- Requirements)
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

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

- 2 CFR Part 220 Cost Principles for Educational Institutions OMB (Formerly Circular A-21 – Cost Principles)*
- 2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

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

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

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

The undersigned, an authorized representative of the contractor named in the contract or agreement to which this form is an attachment, hereby certifies that:

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

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

- (4) The contractor and any sub-contractor(s) of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

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

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

Name and Address of Contractor

Signature	Title	Date
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Name of Authorized Signer

(Revised June 2008)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS

- (1) The prospective contractor certifies, by signing this certification, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

Signature

Date

CITY OF SWEETWATER

Title

Agency/Organization

(Certification signature should be same as Contract signature.)

Instructions for Certification

- 1. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," and "voluntarily excluded," as used herein, have the meanings set out in the sections of rules implementing Executive Order 12549. (2 CFR 180.5-180.1020, as supplemented by 2 CFR 376.10-376.995). You may contact the Contract Manager for assistance in obtaining a copy of those regulations.
- 2. This certification is a material representation of facts upon which reliance was placed when the parties entered into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department may pursue available remedies, including suspension and/or debarment.
- 3. The contractor will provide immediate written notice to the Contract Manager if at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The contractor may decide the method and frequency by which it determines the eligibility of its principals. Each participant to a lower tier covered transaction may, but is not required to, check the Excluded Parties List System (EPLS).
- 4. The contractor will include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" in all its lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 5. The contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation, unless otherwise authorized by the federal government.
- 6. If the contractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department may pursue available remedies, including suspension, and/or debarment.
- 7. The contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION CITY OF SWEETWATER	DATE SUBMITTED

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ATTACHMENT VII

CONTRACT BUDGET SUMMARY BY SERVICE

CIRTS SUMMARY FOR THE AGENCY

Service to be Provided	Service Unit Rate	Maximum Units of Service	Maximum Dollars
Congregate Meals	\$3.60	80,626	\$290,252.00
Home Delivered Meals Hot	\$5.42	56,005	\$303,546.00
Recreation	\$73.36	935	\$68,561.00
Transportation	\$1.02	20,312	\$20,718.00
Total Contract			\$683,077.00

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LOCAL SERVICES PROGRAMS

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

Legend: * Advance based on projected cash need.
 ** Recoupment of advance due with this report.

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

Note # 2: All advance payments made to the Contractor shall be returned to the Alliance by the submission date of report #9. The adjustment shall be recorded in Part C, 1 of the report (ATTACHMENT IX).

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

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ATTACHMENT IX

REQUEST FOR PAYMENT
LOCAL SERVICE PROGRAM

RECIPIENT NAME, ADDRESS, PHONE# and FEID#	TYPE OF PAYMENT REQUEST : Regular _____ Advance _____	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	LSP		TOTAL
1. Approved Contract Amount	\$0.00		\$0.00
2. Previous Funds Received for Contract Period	\$0.00		\$0.00
3. Contract Balance (line 1 minus line 2)	\$0.00		\$0.00
4. Previous Funds Requested and Not Received for Contract Period	\$0.00		\$0.00
5. Contract Balance (line 3, minus line 4)	\$0.00		\$0.00
PART B: CONTRACT FUNDS REQUEST			
1. Anticipated Cash Needs (1st - 2nd month, Attach Justification)	\$0.00		\$0.00
2. Net Expenditures For Month (DOEA Form 105L Part B, Line 6)	\$0.00		\$0.00
3. TOTAL	\$0.00		\$0.00
PART C: NET FUNDS REQUESTED			
1. Less Advance Applied	\$0.00		\$0.00
2. Contract Funds are Hereby Requested (Part B, Line 3 minus Part C, Line 1)	\$0.00		\$0.00
List of Services / Units / Rates provided - See attached report.			

DOEA FORM 106L
Revised 5/07

**RECEIPT AND EXPENDITURE REPORT
LOCAL SERVICE PROGRAM**

PROVIDER NAME, ADDRESS, PHONE # and FEID# 	Program Funding Source : ADVANCE _____ REGULAR _____	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	\$0.00	\$0.00	\$0.00	#DIV/0!
5. Local In-Kind Match	\$0.00	\$0.00	\$0.00	#DIV/0!
6. TOTAL RECEIPTS	\$0.00	\$0.00	\$0.00	#DIV/0!
PART B : EXPENDITURES (From Approved Budget)	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. Meals / Meals Agreements	\$0.00	\$0.00	\$0.00	#DIV/0!
3. Service Subcontractors	\$0.00	\$0.00	\$0.00	#DIV/0!
4. Fixed Price	\$0.00	\$0.00	\$0.00	#DIV/0!
5. Indirect Costs	\$0.00	\$0.00	\$0.00	#DIV/0!
6. 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 \$ _____			

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ATTACHMENT A

Department of Elder Affairs Programs & Services Handbook,
Available at the Alliance for Aging Internet site under, "Downloads".

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

CIVIL RIGHTS COMPLIANCE CHECKLIST

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

PART I.

READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

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

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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PART II.

USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

NA YES
NO

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

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

NA YES
NO

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain.

NA YES
NO

9. Are

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eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain.

NA YES
NO

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

NA YES NO

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

NA YES NO

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

13. Are employees, applicants and participants informed of their protection against discrimination?

If yes, how? Verbal Written Poster If NA or NO, explain.

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

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

NA YES NO

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

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

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

YES NO

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain.

YES NO

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

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

YES NO

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

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

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).

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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:
 - With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - Modify policies and practices that do not meet Section 504 requirements.
 - Take remedial steps to eliminate any discrimination that has been identified.
 - Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).

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18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

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

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

- A. Perform ADRC outsourced functions in accordance with the Alliance's policies and procedures.
 - i. Policies and Procedures for Outsourced Function-Screening
 - ii. Policies and Procedures for Outsourced Function-Triage
 - iii. Policies and Procedures for Activation from Waitlist- Client Services
 - iv. Policies and Procedures for Termination from Waitlist- Client Services

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

- C. Report number of client contacts to the Aging and Disability Resource Center.

- D. Adhere to prioritization policy as set forth by DOEA on a monthly basis. Reference DOEA Notice of Instruction: Assessed Priority Consumer List#:062906-1-I-OVCS as applicable.

- E. Ensure the agency's Disaster Plan reflects ADRC Outsourced Functions, annually or as needed to incorporate ADRC outsourced functions.

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

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

The Assessed Priority Consumer List (APCL) is maintained when services funded by the department are not available. Contracted providers of registered services for Alzheimer's Disease Initiative (ADI) and Older American's Act (OAA) maintain waiting lists in the CIRTS database for registered services when funding is not available.

Registered Services for the above listed programs are as follows: Adult Day Care (ADC), Adult Day Health Care (ADHC), Chore (CHO), Escort (ESC), Home Delivered Meals (HDM), Home Health Aide (HHA), Homemaker (HMK), Model Day Care (MDC), Personal Care (PECA), Facility-Based Respite (RESF), In-Home Respite (RESP).

**Alliance for Aging, Inc.
Aging & Disability Resource Center/Elder Helpline**

**Policy and Procedure for
Outsourced function - Screening**

Creation Date: March 5, 2008

Revision Date: April 2014

Review Date: April 2014

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

Policy: To obtain necessary information from clients in order to assist in determining level of need and eligibility for DOEA funded services

Procedure:

1. ADRC Contracted Providers will collect information from callers and conduct a 701S assessment. Alternatively, if a 701A(B) assessment already exists or is provided from another source (i.e. CARES) the information from the 701B can be utilized.
2. Based on the information provided via the 701A(B) assessment, the ADRC Contracted Provider will make a determination as to the services that the caller is in need of receiving (see Eligible Services Chart-Schedule 1-A).
3. The ADRC Contracted Provider will determine the appropriate funding source(s) that provides the needed services (see Eligible Funding Services Chart-Schedule 1-B).
4. If the caller is in need of a service(s) that is not provided by the ADRC Contracted Provider, the ADRC Contracted Provider will refer caller to the ADRC Elder Helpline utilizing the ADRC Referral Form and/or to an ADRC Contracted Provider that provides the needed service.
5. The caller will be provided with general information regarding the ADRC as well as the ADRC Elder Helpline contact number.
6. The caller will be informed of the services and funding sources that they are being placed on the wait list for in CIRTS.
7. For non-case managed programs, the ADRC Contracted Provider will create a client record in CIRTS (if there is no existing record) and enter the services needed for the caller by funding source and service. [If there is an existing record in CIRTS, the appropriate fields will be updated].
8. If the ADRC Contracted Provider determines that the caller may qualify for more than one funding source, ADRC Contracted Provider is encouraged to enter the appropriate information under multiple funding sources. [If there is an existing client record in CIRTS, the client record will be updated with appropriate information].
9. ADRC Contracted Provider will inform caller that they will receive a follow-up call (or home visit in case of active client) to check on their status based on DOEA Wait List Reassessment Standards and encourage caller to contact the ADRC Elder Helpline with any questions.

**Alliance for Aging, Inc.
Aging & Disability Resource Center/Elder Helpline**

**Policy and Procedure for
Termination From Wait List – Clients/Services**

Creation Date: March 5, 2008

Revision Date: February 2013

Review Date: April 2014

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

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

Procedure:

1. ADRC Contracted Provider will re-screen clients which the ADRC Contracted Provider initially placed on the CIRTS wait list for services based on DOEA Reassessment Standards.
2. The re-screening may be in the form of a phone screening or a home visit depending on the clients status (i.e. active/pending)
3. ADRC Contracted Provider will determine if the client is no longer in need (or eligible) for any of the services they were wait listed for.
4. ADRC Contracted Provider will terminate the client from the wait list (entirely or by specific service) using the appropriate CIRTS termination code for any services or funding source for which the client is determined to no longer be eligible for or no longer in need of.
5. ADRC Contracted Provider will inform the client of any services/funding source that they are being removed from the wait list for.
6. ADRC Contracted Provider will inform client of their ability to be re-added to the wait list if their level of need should change.
7. ADRC Contracted Provider will inform client to contact the ADRC Elder Helpline if they have any questions or concerns regarding their wait list status.
8. Reference DOEA Notice of Instruction: Assessed Priority Consumer List#:062906-1-I-OVCS as applicable.

**Alliance for Aging, Inc.
Aging & Disability Resource Center/Elder Helpline**

**Policy and Procedure for
Outsourced function - Triage**

Creation Date: March 5, 2008

Revision Date: April 2014

Review Date: April 2014

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

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

Procedure:

1. ADRC Contracted Provider will conduct periodic follow-up calls (or home visit in case of active client) to check on client status based on DOEA Wait List Reassessment Standards.
2. Based on the information provided via the 701S/A(B) assessment, the ADRC Contracted Provider will update the client information in CIRTS specifically as it pertains to level of need for services by funding source
3. The ADRC Contracted Provider will ensure that the CIRTS prioritization score is accurately maintained, according to DOEA Standards.
4. If the caller is in need of a service(s) that is not provided by the ADRC Contracted Provider, the ADRC Contracted Provider will refer caller to the ADRC Elder Helpline utilizing the ADRC Referral Form and/or to an ADRC Contracted Provider that provides the needed service.
5. The caller will be informed of the services and funding sources that they remain on the wait list for and/or have been removed from the wait list for.
6. ADRC Contracted Provider will advise client of any change in their CIRTS priority score based on the updated information.
7. ADRC Contracted Provider will remind client of the ADRC Elder Help Line contact number and to contact the ADRC Elder Help Line with any questions or concerns.
8. As funding becomes available, ADRC Contracted Provider will run CIRTS Prioritization Report and activate clients according to DOEA Standards (refer to ADRC Client Activation Policies and Procedures). The Contracted Provider will apply targeting criteria, as appropriate, to prioritized clients to ensure activations meet programmatic requirements.

**Alliance for Aging, Inc.
Aging & Disability Resource Center/Elder Helpline**

**Policy and Procedure for
Activation From Wait List – Clients/Services**

Creation Date: March 5, 2008

Revision Date: February 2013

Review Date: April 2014

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

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

Procedure:

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

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Aging and Disability Resource Center

Monthly Client Data Report Instructions

NOTE: All Service Providers are required to submit the Client Data Report on a monthly basis at the same time that they submit the Surplus Deficit Report and related expenditure plan to the Contract Manager.

Total # of Personal Contacts (Calls, Walk-ins, Mail, E-mails or Faxes): This is a count of all contacts during the reporting period from individuals seeking information, referral or assistance for themselves or others received by the ADRC, satellite office, any outsourced entity, or, to the extent possible, all access points with which the ADRC has an agreement. Contacts include telephone calls, walk-ins, mail, e-mails or faxes for the entire planning and service area. These are communications related to ADRC functions, including ADRC-related one-to-one outreach contacts when consumers are provided with information, referral or assistance for themselves or others. They do not include ADRC public education activities. Administrative and personal contacts are excluded. This number is not an unduplicated count. Documentation for the total count by type of contact and source receiving the contact must be maintained by the ADRC.

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Department's Computer Use Policy and its Social Media Policy
Available at the Alliance for Aging Internet site under, "Downloads".

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

This Business Associate Agreement is dated _____, by the **Alliance for Aging, Inc** (“**Covered Entity**”) and _____, (“**Business Associate**”), a not-for-profit Florida corporation.

1.0 Background.

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

The parties therefore agree as follows:

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

- 2.1 **Access.** The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.
- 2.2 **Administrative Safeguards.** The administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic Protected Health Information (ePHI) and to manage the conduct of the covered entity’s workforce in relation to the protection of that information.
- 2.3 **ARRA.** The American Recovery and Reinvestment Act (2009)
- 2.4 **Authentication.** The corroboration that a person is the one claimed.
- 2.5 **Availability.** The property that data or information is accessible and useable upon demand by an authorized person.
- 2.6 **Breach.** The unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.
- 2.7 **Compromises the Security.** Posing a significant risk of financial, reputational, or other harm to individuals.

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- 2.8 **Confidentiality.** The property that data or information is not made available or disclosed to unauthorized persons or processes.
- 2.9 **Electronic Protected Health Information.(ePHI)** Health information as specified in 45 CFR §160.103(1)(i) or (1)(ii), limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 2.10 **HITECH.** The Health Information Technology for Economic and Clinical Health Act (2009)
- 2.11 **Information System.** An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
- 2.12 **Integrity.** The property that data or information have not been altered or destroyed in an unauthorized manner.
- 2.13 **Malicious software.** Software, for example, a virus, designed to damage or disrupts a system.
- 2.14 **Part I.** Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010).
- 2.15 **Password.** Confidential authentication information composed of a string of characters.
- 2.16 **Physical Safeguards.** The physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 2.17 **Privacy Rule.** The Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
- 2.18 **Protected Health Information. (PHI)** Health information as defined in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 2.19 **Required By Law.** Has the same meaning as the term "required by law" in 45 CFR § 164.103.
- 2.20 **Secretary.** The Secretary of the Department of Health and Human Services or his or her designee.
- 2.21 **Security incident.** The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 2.22 **Security or Security measures.** All of the administrative, physical, and technical safeguards in an information system.
- 2.23 **Security Rule.** The Security Standards for the protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, and amendments thereto.
- 2.24 **Technical Safeguards.** The technology and the policy and procedures for its use that protect electronic protected health information and control access to it.
- 2.25 **Unsecured PHI.** Protected health information that is not secured through the use of technology or methodology specified by the Secretary in guidance issued under 42 U.S.C. section 17932(h)(2).
- 2.26 All other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

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3.0. **Obligations and Activities of Business Associate.**

3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this agreement or as Required by Law.

3.2 Business Associate agrees to:

(a) Implement policies and procedures to prevent, detect, contain and correct Security violations in accordance with 45 CFR § 164.306;

(b) Prevent use or disclosure of the PHI other than as provided for by this Agreement or as required by law;

(c) Reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity; and

(d) Comply with the Security Rule requirements including the Administrative Safeguards, Physical Safeguards, Technical Safeguards, and policies and procedures and documentation requirements set forth in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.

3.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3.4 Business Associate agrees to promptly report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware. This includes any requests for inspection, copying or amendment of such information and including any security incident involving PHI.

3.5 Business Associate agrees to notify Covered Entity without unreasonable delay of any security breach pertaining to:

(a) Identification of any individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such security breach; and

(b) All information required for the *Notice to the Secretary of HHS of Breach of Unsecured Protected Health Information*.

3.6 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.7 If Business Associate has PHI in a Designated Record Set:

(a) Business Associate agrees to provide access, at the request of Covered Entity during regular business hours, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR §164.524; and

(b) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual within 10 business days of receiving the request.

3.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary upon request of either for purposes of determining Covered Entity's compliance with the Privacy Rule.

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- 3.9 Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- 3.10 Business Associate agrees to provide to Covered Entity or an individual, upon request, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and ARRA § 13404.
- 3.11 Business Associate specifically agrees to use security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in electronic or any other form, that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- 3.12 Business Associate agrees to implement security measures to secure passwords used to access ePHI that it accesses, maintains, or transmits as part of this Agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.
- 3.13 Business Associate agrees to implement security measures to safeguard ePHI that it accesses, maintains, or transmits as part of this agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.
- 3.14 Business Associate agrees to comply with:
- (a) ARRA § 13404 (Application of Knowledge Elements Associated with Contracts);
 - (b) ARRA § 13405 (Restrictions on Certain Disclosures and Sales of Health Information); and
 - (c) ARRA § 13406 (Conditions on Certain Contacts as Part of Health Care Operations).
- 4.0 **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Agreement or any related agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in any and all contracts with Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- 5.0 **Specific Use and Disclosure Provisions.**
- 5.1 Except as otherwise limited in this agreement or any related agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 5.2 Except as otherwise limited in this agreement or any related agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 5.3 Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B), only when specifically authorized by Covered Entity.
- 5.4 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

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6.0 **Obligations of Covered Entity.**

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

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

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

8.0 **Effective Date and Termination.**

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

(a) These Business Associate Agreement provisions, with the exception of the electronic security provisions and the provisions mandated by ARRA, HITECH and Part I shall be effective upon the later of April 14, 2003, or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI;

(b) The electronic security provisions hereof shall be effective the later of April 21, 2005 or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI; and

(c) Provisions hereof mandated by ARRA, HITECH and/or Part I shall be effective the later of February 17, 2010 or the effective date of the earliest contract entered into between covered entity and business associate that involves the use of PHI or ePHI.

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

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

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

(a) This provision shall apply to PHI and ePHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI and ePHI.

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

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

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

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

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

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

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

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

To Business Associate: _____

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

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

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

17.0 **Successors.** Any successor to Business Associate (whether by direct or indirect or by purchase, merger, consolidation, or otherwise) is required to assume Business Associate's obligations under this agreement

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and agree to perform them in the same manner and to the same extent that Business Associate would have been required to if that succession had not taken place. This assumption by the successor of the Business Associate's obligations shall be by written agreement satisfactory to Covered Entity.

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

Covered Entity:

By: _____
(signature)

Date: _____

Business Associate: _____

By: _____
(signature)

Date: _____

Verification of Employment Status Certification

As a condition of contracting with the Alliance for Aging, Inc.,
_____, hereby referred to as 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 Agreement and (b) 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 contract term.

Signature
(Same as contract signature)

Date

Title

Company Name

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

The undersigned, an authorized representative of the Contractor named in the contract or agreement to which this form is an attachment, hereby certifies that:

(1) The Contractor understands that pursuant to s. 287.135 F.S., any company at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, that is on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Sector List (collectively, "the Lists") is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract pursuant to which funding is provided by the Department of Elder Affairs (Department) for goods or services of \$1 million or more.

(2) The Contractor understands that, pursuant to s. 287.135 F.S., any company that submits a false certification is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification.

(3) The Contractor understands that the contract to which this form is an attachment may be terminated by the Alliance if the Contractor submits a false certification or has been placed on the Lists.

This certification, required by Florida law, 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.

Signature
(Same as contract signature)

Date

Title

Company Name