

RESOLUTION NO. 2019-095

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, RATIFYING A SUB-RECIPIENT SERVICES AGREEMENT BETWEEN HIALEAH HOUSING AUTHORITY AND THE CITY OF HIALEAH, FLORIDA, EXECUTED BY ANNETTE QUINTANA AS DIRECTOR OF THE GRANTS DEPARTMENT ON BEHALF OF THE MAYOR AND THE CITY, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "I". TO OPERATE THE CITY'S HOT LUNCH PROGRAM FOR ELDERLY RESIDENTS AT FIVE (5) CONGREGATE MEAL SITES AND PROVIDE OTHER RELATED SERVICES AND ACTIVITIES FOR ONE-YEAR COMMENCING JULY 1, 2019 AND ENDING ON JUNE 30, 2020.

WHEREAS, the City of Hialeah is continuously searching for available grants as a source of funding to support the maintenance and growth of programs benefiting the elderly; and

WHEREAS, the Florida Department of Elder Affairs through the Alliance for Aging Inc., funds programs, services, and initiatives benefiting the elderly; and

WHEREAS, the City of Hialeah has been awarded a grant to provide congregate meals at five (5) sites and home-delivered meals throughout the City in the amount of \$1,650,000.00 and the City has entered into a Local Service Program agreement with Alliance for Aging Inc. accepting the award; and

WHEREAS, the City of Hialeah entered into a Sub-recipient Agreement with Hialeah Housing Authority to operate the City's Hot Lunch Program to the elderly residents at five (5) congregate meal sites and provide other related services and activities throughout the city for one (1) year commencing on July 1, 2019 and ending on June 30, 2020.

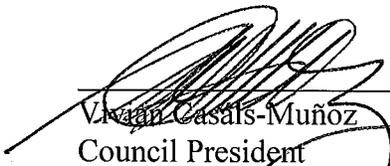
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby incorporated and adopted by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby ratifies the Sub-Recipient Agreement between Hialeah Housing Authority and the City of Hialeah, Florida, executed by Annette Quintana as Director of the Grants Department on behalf of the Mayor and the City of Hialeah, a

copy of which is attached hereto and made a part hereof as Exhibit "1," to operate the City's Hot Lunch Program for elderly residents at five (5) congregate meal sites and provide other related services and activities throughout the city, as set forth in the agreement, for one (1) year commencing on July 1, 2019 and ending on June 30, 2020. All action taken to date by officers of the City in furtherance of the performance of this agreement is hereby approved, confirmed, and ratified.

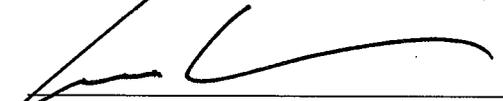
PASSED AND ADOPTED this 13 day of August, 2019.


Vivian Casals-Muñoz
Council President

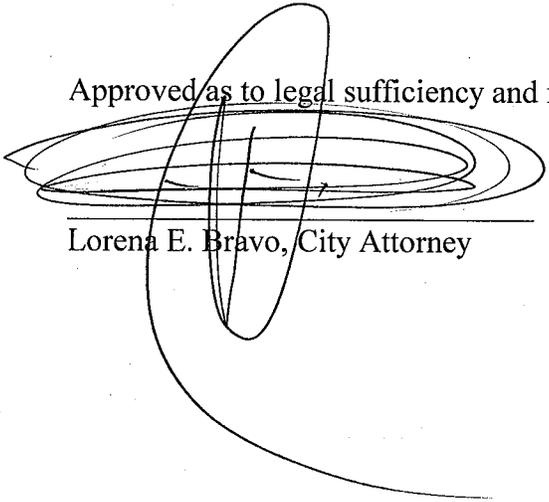
Attest:

Approved on this 21 day of August, 2019.


Marbelys Fatjo, City Clerk


Mayor Carlos Hernandez

Approved as to legal sufficiency and form:


Lorena E. Bravo, City Attorney

Resolution was adopted by a 4-0-3 vote with Councilmembers, Casals-Muñoz, Garcia-Martinez, Caragol, and Zogby voting "Yes" and with Councilmembers Cue-Fuente, Hernandez and Lozano absent.

SUB-RECIPIENT AGREEMENT
AGREEMENT BETWEEN CITY OF HIALEAH
AND
HIALEAH HOUSING AUTHORITY

THIS AGREEMENT entered this 1st day of July, 2019 by and between the City of Hialeah, hereinafter referred to as the "City," and Hialeah Housing Authority, hereinafter referred to as the "Agency."

WHEREAS, the City has applied for and received funds from the Department of Elder Affairs (DOEA);

WHEREAS, the Department of Elder Affairs has contracted the Alliance for Aging to oversee the use of funds;

WHEREAS, the City wishes to engage Agency in implementing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

ARTICLE I – PROJECT

SCOPE OF SERVICE

1. General Statement

The Agency will administer and provide meals at dates, times, and locations mutually agreed upon and consistent with the Alliance for Aging and the Department of Elder Affairs rules and regulations. Such Program will include the following activities: (2019 Department of Elder Affairs Handbook at www.elderaffairs.state.fl.us and Alliance for Aging standard practice of email updates to the City of Hialeah and Agency.)

2. Program Delivery

Activity #1 Congregate Meals/Hot Lunch Program Five (5) Congregate Sites. Note: No other sites can receive Local Service Program (LSP) funding by and through this agreement.

Activity #2 Home-Delivered Meals

Activity #3 Screening and Assessments

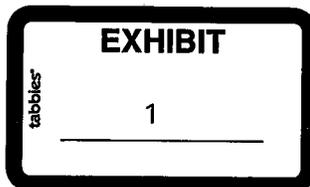
Activity #4 Information and Referrals

Activity #5 Nutritional Education and Presentations (health & exploitation prevention) etc.

ARTICLE II – ADMINISTRATION

CITY RESPONSIBILITIES

1. To provide guidance and direction with respect to the provision of services.
2. Provide funding through the use of Local Services Program (LSP) funds to Agency for meals, site, staffing, administrative costs, training equipment, supplies, and transportation needed for full and competent program operation.



INITIALS  INITIALS

3. Provide designated space at five (5) congregate meal sites, identified in Attachment "A," herein, congregate meal sites, and the use of the copier, phones, and fax for program operation and administration. Agency shall not be charged for the use of the designated space when said space is utilized for the purposes stated in this agreement. Should a conflict arise over the use of the spaces, the Agency has thirty (30) days to vacate, and the city will assist in locating an alternate comparable location, unless a lesser time is mutually agreed upon. The Agency shall be responsible for maintenance of the facilities.
4. Incorporate the Agency's Continuity of Operations Plan (COOP) and Disaster Plan identified in Attachment "B," in the event of force majeure as a result of a natural disaster or state of emergency affecting the City of Hialeah, with respect to the City's Alliance for Aging grant.

RESPONSIBILITIES OF AGENCY

The Agency will operate hot lunch programs to elderly residents of Hialeah at the five (5) Congregate Meal sites, in accordance with all applicable regulations as follows:

1. Comply and cooperate with the City's Action Plan, labeled Attachment "C."
2. Assist residents in assessing their strengths and deficits in order to identify objectives that can produce desired changes.
3. Inform the City, without delay, but no more than 24 hours, of any issues, concerns, or updates with the program.
4. Provide resource information to residents and staff about how to identify and access available health and nutritional services.
5. All terms and conditions of the Alliance for Aging LSP Contract, Number KL-1934, are incorporated herein as is fully stated. The Agency must comply with all the terms and conditions set forth in the contract that is hereby attached and labeled "D."
6. All terms and conditions of the Alliance for Aging Master Contract, Number KM-1734, are incorporated herein as is fully stated. The Agency must comply with all the terms and conditions set forth in the contract that is hereby attached and labeled "E."
7. Follow procedures delineated in the Agency's Continuity of Operations Plan (COOP) and Disaster Plan that are hereby attached and labeled "B" in the event of a natural disaster or state of emergency affecting the City of Hialeah.

ARTICLE III – TERM OF AGREEMENT

The term of the agreement shall commence on July 1st, 2019 and shall terminate on June 30th, 2020. The term of this Agreement may be extended, should additional time for auditing this project be required, in accordance with law; this Agreement shall be deemed automatically extended until such time as the said audit shall be completed.

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ARTICLE IV – MONITORING

1. DOCUMENTATION OF COSTS / FINANCIAL REPORTING / FISCAL RESPONSIBILITY

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and, upon reasonable notice, the City shall have the right to audit the records of the Agency as they relate to this Agreement and the activities and services described herein. The City will monitor the Agency to measure their financial reporting and fiscal responsibility against the standards set by the Department of Elder Affairs, Alliance for Aging, and the City of Hialeah Action Plan for Elderly Meal Services (Attachment D).

The Agency shall also:

- A. Maintain an effective system of internal fiscal control and accountability for all LSP funds and property acquired or improved with said funds, and make sure the same are used solely for authorized purposes.
- B. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Agency's accounting records.
- C. Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
- D. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City at any time during normal business hours and as often as necessary.

2. ADMINISTRATIVE AND PROGRAMMATIC MONITORING

The City will monitor the execution and performance of the Agency against goals and performance standards set by the Department of Elder Affairs, Alliance for Aging, and the City of Hialeah Action Plan for Elderly Meal Services (Attachment D). Substandard performance in accordance with the City of Hialeah Action Plan will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Agency within a reasonable period of time after being notified by the City, suspension or termination of this Agreement may be initiated.

ARTICLE V – REIMBURSEMENT

The City shall only reimburse the Agency for actual incurred costs upon presentation of properly executed reimbursement forms as provided and approved by the Alliance for Aging. The City shall submit request for Agency reimbursement to the City of Hialeah Finance Department within fifteen (15) working days of receipt of the reimbursement from the Alliance for Aging. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

The Agency shall have the authority to prepare and submit reimbursement packages to the Alliance for Aging on behalf of the City.

The funding provided and subject to reimbursement for eligible program services rendered in accordance with this Agreement is as follows:

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FUNDING	
Recurring LSP Funds	\$ 250,000.00
Non-Recurring LSP Funds	\$ 1,400,000.00
City of Hialeah Administration Cost	\$ (70,125.00)
TOTAL CONTRACT AMOUNT	\$ 1,579,875.00

Monthly Expenditure Benchmark: \$ 131,656.25

Pursuant to the Alliance for Aging, the City is required to set forth the above monthly expenditure benchmarks/goals for the Agency. In the event that the Agency is unable to meet the benchmark for any given month within the Term of Agreement, the Agency must document and submit a written explanation of why they were unable to comply with the monthly expenditure goal. This documentation must be included with the submission of the monthly reimbursement request to be sent to the Alliance. If the City does not receive said written explanation with the reimbursement from the Alliance for Aging, the City will not be able to release funds to the Agency.

Of the entire grant amount, 4.25% shall be allocated to the City for administrative costs. This amount shall be retained by the City in equal portions (\$5,843.75) from each reimbursement to the Agency.

In the event that the City determines that any funds were expended by the Agency for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, the City will not be required to reimburse Agency.

ARTICLE VI – RECORDS

1. Client Data

The Agency shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, demographic information, and description of service provided. Such information shall be made available to City or their designees for review upon request.

2. Disclosure

The Agency understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Agency's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

IN WITNESS WHEREOF, the parties hereto have executed these presents by their respective proper officers duly authorized thereunto, the day and year first above written.

ATTEST:

BY:

 Julio Ponce, Executive Director
 Hialeah Housing Authority

BY:

Annette Quintana 8/8/19

 Annette Quintana, Director
 Grants and Human Services
 City of Hialeah

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CONGREGATE MEAL SITE LOCATIONS

- 1) Daisy & Rosa Garden – 1340 West 26th Place, Hialeah, FL 33010
- 2) Victor Wilde Adult Center – 5405 West 18th Avenue, Hialeah, FL 33012 (305) 821-8054
- 3) Villa Alegria – 275 Palm Avenue, Hialeah, FL 33010
- 4) Villa Aida – 20 West 6th Street, Hialeah, FL 33010 (305) 883-8020
- 5) Carl Slade Park – 2501 West 74th Street, Hialeah, FL 33016 (305) 818-2991

A

DISASTER PLAN

SOCIAL SERVICES

Hialeah Housing Authority
75 East 6th Street
Hialeah, Florida 33010

June 3, 2019

B

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1. INTRODUCTION

Agency Name: Hialeah Housing Authority

Executive Director: Julio Ponce

Address: 75 East 6th Street, Hialeah, Florida 33010

Telephone: (305) 888-9744

Fax: (305) 887-8738

E-mail address: jponce@hialeahhousing.org

Office Hours: Monday through Friday, 8:30 am to 5:00 pm

Program Names: Hot Lunch Program/Activities Program

Director of Social Services: Ileana Sanabria

Telephone: (305) 888-9744

Fax number: (305) 887-5505

E-mail address: isanabria@hialeahhousing.org

Geographic area served: Hialeah Housing Authority serves the City of Hialeah, which is comprised of zip codes 33010, 33012, 33013, 33014, 33015 and 33016.

Hialeah is a Hispanic community with a small anglo and black population. The Hialeah Housing Authority's Hot Lunch Program provides meals in thirteen dining rooms and serves home delivered meals to participants not able to attend the congregate sites. The Activities Program provides Shopping Assistance and Recreational Activities to participants. Shopping Assistance is provided 4 times a week to help ensure the elderly community have access to regular trips to supermarkets. Recreational activities are provided 7 days a week to ensure social interaction between senior participants.

Total clients currently enrolled or registered: 2,211

Participant's ethnic percentage:

% White: 1%

% Black: 1%

% Hispanic: 98%

2. CONGREGATE SITES:

- 1) **Ashley Plaza**
70 East 7th Street
Hialeah, Florida 33010
Housing Manager: Michelle Pineda
Nutritional Aide: Yanelys Rodriguez
Telephone: (786) 516-3375

- 2) **Daisy and Rosa Gardens**
1340 W. 26 Place
Hialeah, FL 33010
City of Hialeah, Manager: Teresa Miyares
Nutritional Aide: Lucy Salazar
Telephone: (786) 445-3362

- 3) **Holland Hall**
555 East 1st Avenue
Hialeah, Florida 33010
Housing Manager: Carmen Albarello
Nutritional Aide: Andra Hernandez
Telephone: (786) 252-8145

- 4) **La Esperanza**
1770 West 44th Place
Hialeah, Florida 33012
Housing Manager: Doris Hernandez
Nutritional Aide: Daymy Gonzalez
Telephone: (786) 316-7303

- 5) **Milander Manor**
815 West 75th Street
Hialeah, Florida 33014
Housing Manager: Yipsy Ceballos
Nutritional Aide: Marilyn Machado
Telephone: (786) 779-7033

- 6) **Patterson Pavilion**
1875 West 44th Place
Hialeah, Florida 33012
Housing Manager: Ileana Gonzalez
Nutritional Aide: Diana Echenique
Telephone: (305) 450-5719

- 7) **Ruth Tinsman**
6545 West 24th Avenue
Hialeah, Florida 33016
Housing Manager: Idalmis Ricardo-Perez
Nutritional Aide: America Molina
Telephone: (786) 317-0713

- 8) **Vivian Villas**
4650 West 12th Avenue
Hialeah, Florida 33012
Housing Manager: Idalmis Ricardo-Perez
Nutritional Aide: Neiza Suarez
Telephone: (786) 970-5912

- 9) **Victor Wilde Adult Center**
5405 West 18th Avenue
Hialeah, Florida 33012
Director: Lesley Beautelus
Nutritional Aide: Maria Castillo
Telephone: (786) 326-6714

- 10) **Villa Aida**
20 West 6 Street
Hialeah, Florida 33010
Director: Jahaira Bustamante
Nutritional Aide: Maria Martin
Telephone: (786) 263-3093

- 11) **Villa Alegría**
275 Palm Avenue
Hialeah, FL 33010
City of Hialeah, Manager: Carlos Lopez
Nutritional Aide: Armando Martinez
Telephone: (786) 213-5324

- 12) **Carl Slade Park**
2501 West 74 Street
Hialeah, FL 33016
Director: Sean Hart
Nutritional Aid: Isabel Betancourt
Telephone: (305) 332-9618

- 13) **Walker Park**
2825 West 8 Avenue
Hialeah, FL 33014
Director: Alexis Ortiz
Nutritional Aide: Reina Vasquez
Telephone: (786) 356-8983

3. HOT LUNCH AND ACTIVITIES PROGRAM
EMPLOYEE LIST

Ileana Sanabria
Director Social Services
5741 W. 3rd Avenue
Hialeah, FL 33012
Cell: 786-494-7208
Home: 305-418-0894

Alana Perez
Assistant to Social Service Director
8771 N.W. 141 Terrace
Hialeah, FL 33018
Cell: 786-606-6317

Liny Amor
Adult Activities Supervisor
10732 SW 138th Place
Miami, FL 33186
Cell: 786-427-5967

Vitia Peña
Office Clerk
60 E 3 Street
Apt #805
Hialeah, FL 33010
Cell: 786-856-6742

Anyely Batista
Hot Lunch Assessor
6506 SW 23 Street
Miami, FL 33155
Cell: 786-514-5779

Kasandra Araujo
Hot Lunch Assessor
9312 NW 120 St
Apt #131
Hialeah, FL 33018
Cell: 786-720-9170

Ceilan Ojeda
Data Entry Clerk
12401 W. Okeechobee Rd
Lot #352
Hialeah, FL 33018
Cell: 786-488-1245

**America Molina
Nutrition Aide
60 E 3 Street
Apt #406
Hialeah, FL 33010
Cell: 786-317-0713**

**Daymy Gonzalez
Nutrition Aide
620 NW 214 Ave
Pembroke Pines, FL 33629
786-316-7303**

**Maria Isabel Castillo
Nutrition Aide
6885 W. 7 Ave
Hialeah, FL 33014
786-326-6714
786-873-4388**

**Andra Hernandez
Nutrition Aide
348 Minola Dr
Miami Springs, FL 33166
786-252-8145**

**Yanelys Rodriguez
Nutrition Aide
764 E 40 Street
Hialeah, FL 33013
786-516-3375**

**Maria Martin
Nutrition Aide
1675 W. 56 Street
Apt #313D
Hialeah, FL 33012
786-263-3093
305-828-3710**

**Diana Echenique
Nutrition Aide
989 W 79 Street
Hialeah, FL 33014
Cell: 305-450-5719**

**Lucy C. Salazer
Nutrition Aide
18515 N. W. 42 Place
Miami Gardens, FL 33055
Cell: 786-445-3362**

**Reina A. Vasquez
Nutrition Aide
585 SE 8 Court
Hialeah, FL 33010
Cell: 786-356-8983**

**Marilyn Machado
Nutrition Aide
840 W 67 Street
Hialeah, FL 33012
Cell: 786-779-7033**

**Armando Martinez
Nutrition Aide
275 Palm Ave
Apt #506
Hialeah, FL 33010
Cell: 786-213-5324**

**Isabel Betancourt
Nutrition Aide
270 E 4 Street
Unit#6
Hialeah, FL 33010
Cell: 305-332-9618**

**Neiza Suarez
Nutrition Aide
1300 W 47 Place
Apt #215A
Hialeah, FL 33012
Cell: 786-970-5912**

Martha Lopera
Adult Activities Coordinator
6883 West 25 Lane
Hialeah, FL 33016
Cell: 786-427-7258

Tomas Fernandez
Driver
780 W. 33rd St.
Hialeah, FL 33012
Home: 305-558-7705
Cell: 305-726-1369

Ezequiel Fuentes
Driver
4385 NW 203 Street
Miami Gardens, FL 33055
786-251-5540

Pedro Leyva
Driver
3075 NW 86 Street
Miami, FL 33147
Cell: 305-519-7502

Alberto Pollan
Driver
7265 SW 19 Terrace
Miami, FL 33155
Cell: 786-351-3362

Jesus Rubio
Driver
341 W. 48 Street
Hialeah, FL 33012
Work Cell: 786-427-7021

Miguel Ballester
Driver
356 E. 9 Street
Apt #5
Hialeah, FL 33010
Home: 305-885-7901
Cell: 786-387-6965



Hialeah Housing Authority

HIALEAH HOUSING AUTHORITY



SOCIAL SERVICES DEPARTMENT

75 EAST 6TH STREET, HIALEAH, FL 33010

PH: 305-888-9744 – FAX: 305-887-5505

TTY: 1.800.877.8339 • SPANISH: 1.800.845.6136

MAIDA GUTIERREZ, CHAIRPERSON
MARIO DIAZ, VICE-CHAIRMAN
FARA ALVAREZ, COMMISSIONER
MOSES ALUICIO, COMMISSIONER
BARBARA HERNANDEZ, COMMISSIONER

JULIO PONCE
EXECUTIVE DIRECTOR

4. DISASTER EDUCATION AND AWARENESS FOR STAFF AND EMPLOYEES

The Hialeah Housing Authority uses the same disaster training material for training the staff, volunteers and participants. We train the participants annually on the importance of preparing for a disaster and on the Hialeah Housing Authority's policy and procedures in case of an emergency. The staff is also trained quarterly, but with more emphasis on specific roles and responsibilities in case of an emergency.

SOCIAL SERVICES DEPARTMENT

5. DISASTER PROCEDURES

Report to work as soon as possible after the disaster. Staff should report to their employment site and assess damages. Report damages immediately to maintenance and your supervisor. Instructions will be given at that time by the Hialeah Housing Authority's Emergency Management Team.

- 1. Safeguard all documents off of the floor and/or away from windows and place in a secure area.**
- 2. Assure that all sensitive equipment such as computers, servers, etc., is away from windows, covered with nylon and off of the floor.**
- 3. Remove any signs or other potentially dangerous items from your immediate outside environment.**
- 4. All HHA vehicles should be parked in the Administration building parking lot. Assure the Jose Martinez, Deputy Chief has copies of the keys to your assigned vehicle at the central office.**
- 5. Have advisory of closing time ready to be issued to participants when advised to do so by your supervisor, who will act in conjunction with the emergency management team of the Hialeah Housing Authority.**
- 6. Document all mileage and/or overtime incurred during preparation and after disaster.**

6. EIGHT POINTS DISASTER PLANNING REQUIREMENTS

Prior to Hurricane Season assure with caterer they are ready to execute their Disaster food service preparedness plan.

Arrange to assure that all clients will have meals for those days when the congregate meal sites will be closed.

Upon the beginning of the hurricane season, and/or when there is danger of a hurricane in our area, (if allowed by time) you will contact all homebound clients to assure that any need for disaster relief is coordinated.

Report to work as soon as possible, upon your return to work inspect the office and facilities for possible damage, contact homebound clients to inquire about their safety or identify any needs that may require coordination of disaster relief.

1. Designation of a Disaster Coordinator.

Name: Julio Ponce, Executive Director
Address: 75 East 6th Street, Hialeah, Florida 33010
Telephone: (305) 888-9744
E-mail: jponce@hialeahhousing.org

Alternate Disaster Coordinator:

Name: Ileana Sanabria, Director of Social Services
Address: 75 East 6th Street, Hialeah, Florida 33010
Telephone: (305) 888-9744, Ext. 1082
E-mail: isanabria@hialeahhousing.org

2. A procedure for contacting all at-risk provider clients, on a prioritized basis, before and immediately following a disaster.

- a) When the notice for a hurricane watch signal is given, our managers will notify all clients living in public housing developments who have previously made known their desires to be evacuated in the event of a storm. At this time, we will put everyone on alert as per the Hialeah Housing Authority's Disaster Plan. If possible, this should be at least 48 hours before the storm hits.
- b) On a yearly basis, every project manager interviews tenants to complete a safety survey. For example: medications and dosages they take, whether or not they wish to be moved to a shelter, a relative house or with a friend. Residents will also be informed on how to secure their apartments to avoid any unnecessary damages.

- c) **The Hialeah Housing Authority's Hot Lunch Program will attempt to contact all clients not living in public housing developments, as per information gathered during interviews and/or annual assessments.**

Our back-up plan will rely upon the City of Hialeah's Disaster Plan.

In conjunction with the Miami - Dade County Emergency Shelter Program, transportation will be coordinated for any clients wishing to move to a city shelter.

Food and water will be delivered to every client of the Hot Lunch Program. Transportation will be arranged for those in need of medical attention to be taken to the hospital with the fire department.

Note: we found that immediately after Hurricane Andrew due to the lack of power our clients needed to talk to someone to reassure them and to determine their needs. After that, food (non-perishable) and water became absolute immediate necessities.

- 3. A procedure for receiving referrals from, conducting outreach, and delivering services to elderly persons (other than the existing clients) needing emergency relief assistance.**
 - a) **At the present time, we do not anticipate the expansion of the delivery of services to clients other than our own. However, if funding and staff were available we would not turn down anyone who needs assistance.**
- 4. A procedure for after hour's coverage of Elder Helplines and other network services, if necessary.**
 - a) **If staff members are available at the moment of a disaster, the Executive Director will make the decision of sending employees to assist in the provision of network services.**
- 5. A procedure to dispatch the disaster coordinator or other staff members to shelters in areas outside the disaster area, to assist elderly evacuees with special needs.**
 - a) **If necessary, the Disaster Coordinator will direct any available staff members to shelters in the area.**
- 6. A procedure to help at-risk clients register with the special needs registry of local emergency management agencies.**
 - a) **Homebound clients and congregate meals clients not living in Hialeah Housing Authority's Public Housing Developments: During yearly evaluations, and upon entering the program, homebound clients will be interviewed to determine if they would need assistance with evacuation, transportation to a public shelter, and/or assistance in public sheltering in the event of a disaster. The agency will strongly recommend clients**

to register with the special needs registry especially in cases of residents who live alone and do not have family.

- b) If the client agrees to be a participant of the special needs registry, the agency will assist the client in completing a Special Needs Registration Form. The agency will send these completed forms to the Local County Office Emergency Management.
- c) If the client refuses to be registered, the agency will request the client to sign a waiver stating the refusal to be registered. The Hialeah Housing Authority will keep a record of such individuals to be used for priority contacts with clients in case of a disaster.

The above-described activities will be conducted at the time of intake for each client registered and repeated annually for all clients upon annual reviews. Managers will perform emergency need assessments for clients living in public housing as explained in item (2b) above.

- 7. A procedure for nutrition providers to distribute meals to clients prior to disaster.

Phase One-Disaster Relief

- A) Home delivery meals.
- B) Congregate meals.
- C) Purchase and delivery of emergency food, water and other personal supplies.
- D) Coordination of transportation to and from medical facilities, unsafe housing to shelters and other temporary housing, meal sites food and supply station.

Phase Two-Short Term Recovery

- A) Home delivered meals.
- B) Congregate meals.
- C) Purchase and delivery of emergency food, water and other personal supplies.
- D) Information and referral including assistance at disaster aid centers.
- E) Coordination of transportation to and from medical facilities, unsafe housing, meal sites, food and supply stations, disaster assistance centers.

Phase Three-Short Term Recovery

Resumption of regular services and the addition of services as needed, to the extent to which funds are available, to aid in elderly residents of Dade County in the long-term recovery process.

- 8. A procedure to assign staff to emergency operation centers and/or disaster assistance centers to ensure that elderly victims in the disaster area receive help. If staff members are available, the Executive Director will make the decision of sending them to provide that service.

6. CONTACT NUMBERS

Disaster Preparedness Information:

Office of Emergency Management

311

**** This is a 24 hour hotline during hurricanes and emergency situations only.**

County residents who need assistance with daily living, life saving electrical medical equipment, or specialized transportation and will need help evacuating from a hurricane should register for the Emergency Evacuation Assistance Program by calling (305) 513-7700 – TDD-(305) 468-5402 as soon as possible before hurricane season begins.

Report Downed Utility Lines:

FPL	(305) 442-8770 TDD-711
AT&T	(305) 556-4849
TECO/Peoples Gas	(305) 940-0139 TDD-(813) 228-4613

Disaster Response Agencies

Miami-Dade Office of Emergency Management	(305) 468-5400 TDD-(305) 468-5402
American Red Cross	(305) 644-1200 TDD-(800) 955-8770
Salvation Army	(305) 637-6700
Building Code Compliance Office Miami-Dade Co.	(305) 375-2901

County numbers for People with Disabilities:

Special Transport Services	(305) 263-5459 TDD-(305) 265-9435
Florida Relay Service	(800) 955-8771

Other important numbers:

Cooperative Extension Office (Tree Trimming Tips)	(305) 248-3311
Florida Department of Financial Services	(800) 342-2762
<u>Federal Emergency Management Agency (FEMA)</u>	
Tele-register for Assistance	(800) 462-9029 TDD-(800) 462-7585
National Flood Insurance Program	(800) 638-6620 TDD-(800) 447-9487
Miami-Dade Animal Care & Control	(305) 884-1101
Miami-Dade Humane Society	(305) 696-0800
Poison Control	(800) 222-1222

DISASTER PREPAREDNESS INFORMATION THE INTERNET:

Miami-Dade County Office of Emergency Management:

As a disaster occurs, OEM updates their website in real time. It will have the most up to date information as well as preparedness tips for many disasters. Look for "The Answer Center", Current Emergency Information at www.co.miami-dade.fl.us/oem

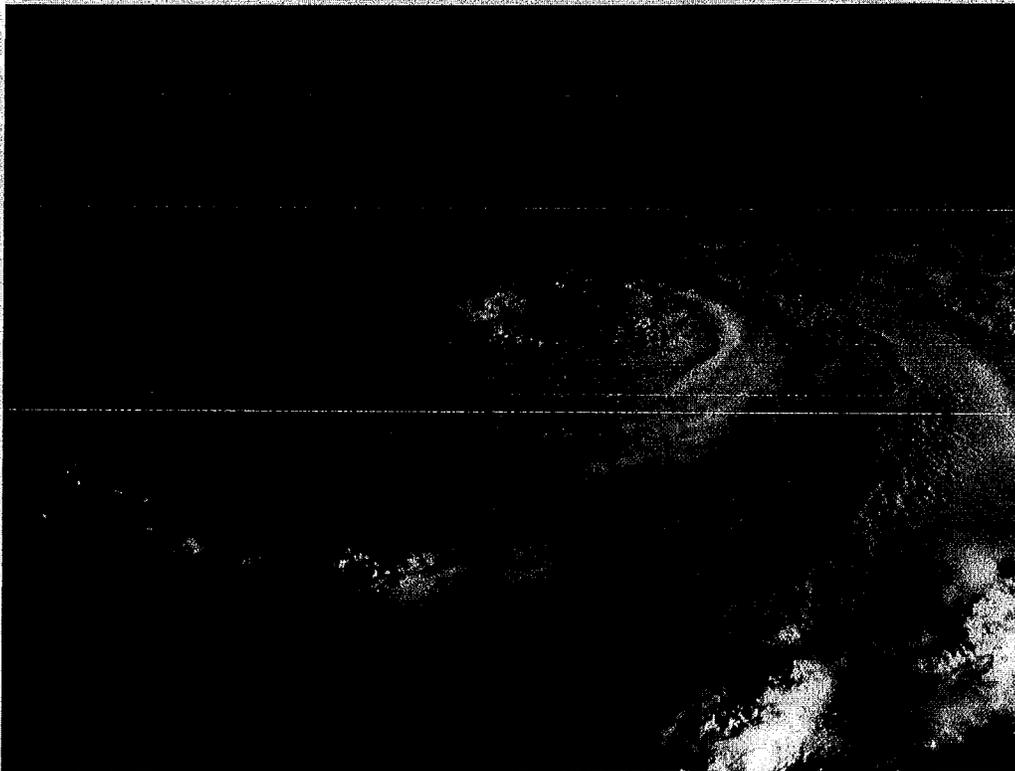
American Red Cross	www.redcross.org
Miami-Dade Building Code Compliance	www.buildingcodeonline.com
Florida Division of Emergency Management	www.floridadisaster.org
National Hurricane Center	www.nhc.noaa.gov
The Weather Channel	www.weather.com

HIALEAH NUMBERS

Hialeah Police Department	(305) 687-2525
Fire Department & Fire Rescue	911
Water Department	(305) 556-3700
Metro-Dade Police	(305) 595-6263

HIALEAH HOUSING AUTHORITY
SOCIAL SERVICES DEPARTMENT
CONTINUITY OF OPERATIONS PLAN (COOP)

April 2019



PURPOSE

Emergencies are unplanned events that can cause significant injury, or even death, to employees, customers, or the public, disrupt or close down operations, cause physical or environmental damage, or harm the organization's public image. Human services agencies in PSA 11 have a special responsibility to prepare and serve the community to the best of their ability, after disaster or emergency. Part of that responsibility is to develop a continuity of operations (COOP) plan that will allow the agency to prepare and resume service after a natural disaster or emergency.

A COOP plan addresses emergencies from an all hazards approach. The COOP plan is designed to establish policy and guidance to ensure the execution of mission essential functions. The plan specifies procedures for alerting, notifying, activating and deploying employees; identify mission essential functions; establish an alternate facility; and roster personnel with authority and knowledge of functions.

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

COOP UPDATES

Name(s), Position(s), and contact number(s) of staff responsible for developing, coordinating, & updating COOP plan:

Name	Position	Office number	Cell number
Alana Perez	Assistant Director of Social Service	305-888-9744	786-606-6317
Vitia Pena	Office Clerk	305-888-9744	

1. MISSION ESSENTIAL FUNCTIONS

We will continue to provide service to our clients in the congregate meals, home delivered meals and shopping assistance programs during times of major disasters. Prior to a foreseeable disaster all recreational activities, nutritional classes and client screenings will be rescheduled until the earliest allowable time frame. A disaster may be classified as a storm, fire, tornado, flood, electrical power outage, explosion, bomb threat, hazardous material spills or releases, or any other situation that would warrant evacuation of the community in order to protect the lives and safety of clients and staff. Furthermore, we will maintain close coordination and planning links with local emergency response organizations on an ongoing basis.

2. ORDERS OF SUCCESSION & DELEGATION OF AUTHORITY

Name of individual(s)/position(s) & Contact Numbers in order of succession. Please include:

1b. and 2b. Alternate Contacts, in case one or both of these persons is unavailable.

Name	Position	Office number	Cell number
1a. Julio Ponce	Executive Director	305-888-9744	305-992-1113
1b. Jose Martinez	Deputy Director	305-888-9744	786-525-7563
2a. Ileana Sanabria	Director of Social Services	305-888-9744	786-494-7208
2b. Alana Perez	Asst. Director of Social Services	305-888-9744	786-606-6317

3. Interoperable Communications

In the event of a disaster, first form of communication used will be cellular phones. The Social Service Director has all the staff's contact information recorded in her phone. Furthermore, she has on hand a copy of the staff roster pre/during/post the disaster. If cell phone communication is unavailable, land lines will be used if obtainable. The Social Services Department's staff roster is updated bi-annually by the Office Clerk and staff informs the Office Clerk of any necessary changes to their contact information. The Social Services Director will contact all staff via phone call or text message to confirm their safety and ask when they are available to return to work.

4. Vital Records and Databases

CYBER SECURITY

To protect our computer hardware, we will:

All electronic client records are kept at the HHA's main office. To protect our computer hardware, we will turn off the power to all the department's computers and keep them in a room with no windows.

To protect our computer software, we will:

The Network Administration Department will conduct backups which will then be taken off site. The Network Administrator also is responsible for backing up our critical records including payroll and accounting systems. Back up records including insurance policies and bank account records are stored onsite in a damage proof safe.

RECORDS BACK-UP

The Hialeah Housing Authority (HHA) currently backs up all computer data to three separate devices; (1) offsite in the cloud, (2) on-site to tape systems, and (3) off-site to back-up servers. The entire HHA accounting system data and programs can immediately be recovered to off-site servers in order to run any and all accounting functions including payroll, accounts payable and general ledger functions. Accounting records are kept both in paper form on-site and, electronically (insurance policies, bank statements, trial balances, general ledgers, etc.). Those electronic systems are backed up to the systems previously mentioned and can be run from servers over 300 miles away if necessary. Program participant records and files are stored in locked designated areas within the offices. The HHA is planning on also maintaining those participant records in an electronic form (as duplicates) during the CYE 2017.

Name of IT support personnel/company:

Luis Arellano

Contact number(s): 786-348-4533

PERSONNEL ISSUES AND COORDINATION

Describe the management and staff responsible in case of a natural disaster:

5a. Name(s)/position(s) of staff responsible for maintaining communications plan (telephone trees, home visits, etc.):

Vitia Pena, Office Clerk is responsible to update and maintain the Disaster Plan, staff roster and emergency contact information.

5b. Name(s)/position(s)/Agency responsible for employee preparedness training:

Alana Perez, Assistant Director of Social Services conducts an annual Disaster Plan Training for both staff and volunteers to ensure proper procedures are understood and followed pre/during/post a natural disaster.

5c. Staffing necessary for post-disaster response:

All Social Services staff will be asked to return to work only if possible without risking their well-being or that of their loved ones.

6. FACILITY PREPARATION

Safe guard all documents on the desks and/or away from the windows and place in a secure area. Assure that all sensitive equipment such as computers, servers, etc., is off the floor, away from windows and covered with plastic covers. Remove any signs or other potentially dangerous items from your immediate outside environment.

7. TRAINING & TESTING

The Social Services Department conducts annually a Disaster Plan Training for both staff and volunteers. The training includes all items indicated in the disaster plan and the COOP. Also, more emphasis on specific roles and responsibilities is communicated on a one on one basis with each employee.

8. PLAN MAINTENANCE

Once each quarter the Social Services Office Clerk will review and update the COOP in order to keep accurate information. Also, maintaining all clients and employee contact lists current.

9. GENERAL INFORMATION AND PROCEDURES

A. DISASTER PUBLIC AWARENESS

Staff members are trained on disaster preparedness prior to hurricane season every year. The materials we utilize for training are the HHA Social Services disaster plan, COOP and the Miami Dade County hurricane readiness guide. The participants of our programs are educated on disaster preparedness by a leaflet we send to all via mail out as well as hand out. The information on the leaflet includes: preparation of personal items and outside areas during hurricane watches and warnings, disaster supply kit, safety guidelines and the City of Hialeah non-emergency hotline.

B. CLIENT PLANNING

- We provide our clients with a leaflet that discusses preparedness, preparation of personal items and outside areas during hurricane watches and warnings, disaster supply kit, safety guidelines and the City of Hialeah non-emergency hotline.
- We will contact our clients via phone if available as well as going door to door at our public housing buildings. We must assure all our clients/residents needs are met.

C. DISASTER PREPAREDNESS AND RESPONSE TRAINING

Staff members are trained on disaster preparedness when hired as well as prior to hurricane season every year. The materials we utilize for training are the HHA Social Services disaster plan, COOP and the Miami Dade County hurricane readiness guide

D. DISASTER COORDINATION

Many organizations play a key role in our hour's pre and post disaster. The City of Hialeah, most importantly the Mayor's Office and the Emergency Operations Center. Our Executive Director is in constant communication with the Mayor of Hialeah to follow any instructions as well as receive status updates periodically. The Miami Dade County Office of Emergency Operations provides information on evacuation centers and where / how transportation is provided to get to one, clean up before and after the storm and storm surge planning zones. The caterer for the Hot Lunch Program is especially important for supplies and meals needed for the participants pre and post the storm.

E. SERVICE DELIVERY AND COORDINATION

- The Social Services Director will alert all Social Services staff of the potential hurricane landfall. Office staff and on- site staff will be instructed to inform (by any means of communication) congregate, homebound, recreation and shopping assistance clients of the potential storm and that status updates are forthcoming. Status updates will include days sites will be closed, meals and water distribution schedule and evacuation zones and procedures.
- The Recreation activities scheduled pre and post disaster will be canceled and rescheduled for a later date.
- The Hot Lunch Program staff will order (at least 72 hours prior to distribution) from the caterer shelf stable meals for the days we are closed. Meals will be distributed at all 13 congregate sites within 24-48 hours before the storm makes landfall. We will coordinate together with the caterer for the homebound clients to receive shelf stable meals for expected and unexpected closure dates. Additional meals can be ordered post storm for the clients in areas experiencing

power outages.

- The Shopping Assistance program will be coordinated to accommodate all participants so they can properly prepare for the natural disaster. Transportation will be coordinated and provided to all in need in the program.
- As soon as the Executive Director (ED) advises our department of the closure dates, announcements will be made at all congregate sites and homebound clients will be contacted via phone. Topics to be addressed include days closed, schedule for meal distribution and how many meals they will receive.
- The HHA Housing Department will secure all dining sites located at the Public Housing buildings. Many of the sites have hurricane shutters and if not, plywood will be placed on all windows and doors. The City of Hialeah Maintenance Department will be doing the same for the dining sites located at senior centers.
- We will remove signs and other potential dangerous items from the immediate outside environment.
- Safe guard computers and important documents away from windows, in a secure area.
- We will gas up all vehicles including vans and buses. Cars and vans will be parked at the City of Hialeah (COH) parking garage across the street from the main office. Buses will be parked at one of the three designated areas: HHA's Administrative Office, Fleet Maintenance Department and the HHA's Warehouse. Inform the Deputy Chief that all vehicles are secured.
- All sites will be assessed one last time to assure that all potentially dangerous items are removed from immediate areas and brought indoors. Check that all windows and doors are covered by shutters or boarded with plywood. A final confirmation is requested from the HHA's Network Administration department to ensure their disaster plan has been fully executed and that all hardware / software are secured.
- We monitor the radio and TV for weather updates from our COH public safety officials. We pay special attention for news on significant local agencies closure dates and evacuation zones.
- Any last minute requests from our ED or the Social Services Director will be executed swiftly and safely, for ex. assisting other departments with their preparations.
- The Social Services Director or Assistant Director will contact staff to notify when to report to work. If notification is not received 24 hours after the storm, staff will contact the Social Services Director or Assistant Director or report to the main office as soon as safely possible.

- Assess any damages to the main office and dining sites. Inform the ED of any damages suffered and keep all records by any means, for instance notes on your phone or note pad.
- Report to FPL any down power lines in our area.
- We will contact our clients via phone if available as well as going door to door at our public housing buildings. We must assure all our clients / residents needs are met.
- Based on the time frame areas will experience power outages, as well as any needs expressed by clients thru our outreach, water and meals distributions will be coordinated along with our local emergency office, COH and the Hot Lunch Program caterer

F. DEMOGRAPHICS/ HAZARD ANALYSIS

The Hialeah Housing Authority's main office and sites are not located near any flood plains, storm surge zones or nuclear power plants.

10. DISASTER SPECIFIC INFORMATION

A. SEASONAL WEATHER MONITORING

The Executive Director is responsible for monitoring weather reports and will inform our department of a potential storm. He will determine the emergency procedures to be executed and / or activation of each department's disaster plan.

B. TROPICAL STORM/HURRICANCE ADVISORY

Storm approaching. Describe what your organization will do when the designated civil authorities announce such an advisory (e.g., what emergency procedures will be initiated, what emergency supplies will be prepared or procured, what will staff tell clients).

- The Social Services Director will alert all Social Services staff of the potential hurricane landfall. Office staff and on- site staff will be instructed to inform (by any means of communication) congregate, homebound, recreation and shopping assistance clients of the potential storm and that status updates are forthcoming. Status updates will include days sites will be closed, meals and water distribution schedule and evacuation zones and procedures.

- The Recreation activities scheduled pre and post disaster will be canceled and rescheduled for a later date.
- The Hot Lunch Program staff will order (at least 72 hours prior to distribution) from the caterer shelf stable meals for the days we are closed. Meals will be distributed at all 13 congregate sites within 24-48 hours before the storm makes landfall. We will coordinate together with the caterer for the homebound clients to receive shelf stable meals for expected and unexpected closure dates. Additional meals can be ordered post storm for the clients in areas experiencing power outages.
- The Shopping Assistance program will be coordinated to accommodate all participants so they can properly prepare for the natural disaster. Transportation will be coordinated and provided to all in need in the program.

C. TROPICAL STORM/HURRICANE WATCH

Storm expected in 24 to 48 hours. Describe what your organization will do when the designated civil authorities announce the existence of Hurricane Watch status. Describe what staff will be asked to do (e.g., prepare the facilities, prepare their own families, notify supervisors of where they will be and how they can be contacted). Include a description of communication plans, and what staff will be instructed to do for clients (e.g., reschedule appointments, special needs registry, review evacuation plans).

- As soon as the Executive Director (ED) advises our department of the closure dates, announcements will be made at all congregate sites and homebound clients will be contacted via phone. Topics to be addressed include days closed, schedule for meal distribution and how many meals they will receive.
- The HHA Housing Department will secure all dining sites located at the Public Housing buildings. Many of the sites have hurricane shutters and if not, plywood will be placed on all windows and doors. The City of Hialeah Maintenance Department will be doing the same for the dining sites located at senior centers.
- We will remove signs and other potential dangerous items from the immediate outside environment.
- Safe guard computers and important documents away from windows, in a secure area.
- We will gas up all vehicles including vans and buses. Cars and vans will be parked at the City of Hialeah (COH) parking garage across the street from the main office. Buses will be parked at one of the three designated areas: HHA's Administrative Office, Fleet Maintenance Department and the HHA's

Warehouse. Inform the Deputy Chief that all vehicles are secured.

D. TROPICAL STORM/HURRICANE WARNING

Storm expected in 24 hours or less. Describe what your organization will do when the designated civil authorities announce the Hurricane Warning stage. This should be the highest level of preparation, and should anticipate an imminent threat that could potentially close institutions and suspend program activities. Describe what staff responsibilities might be during the storm itself (if staff stay with clients), and what staff are expected to do once the “All Clear” has been announced.

- All sites will be assessed one last time to assure that all potentially dangerous items are removed from immediate areas and brought indoors. Check that all windows and doors are covered by shutters or boarded with plywood. A final confirmation is requested from the HHA’s Network Administration department to ensure their disaster plan has been fully executed and that all hardware / software are secured.
- We monitor the radio and TV for weather updates from our COH public safety officials. We pay special attention for news on significant local agencies closure dates and evacuation zones.
- Any last minute requests from our ED or the Social Services Director will be executed swiftly and safely, for ex. assisting other departments with their preparations.

E. HUMANITARIAN/IMMEDIATE RELIEF

When the “All Clear” has been announced and it is safe to go in the streets again, describe activities your organization will conduct to determine if there are damages to the facilities or if there are staff who are unable to return to work. Describe any recovery operations (e.g., food, ice, water, home visits) in which your organization will participate. Describe how you will communicate with the Alliance and other organizations during recovery to ask for or offer assistance.

- The Social Services Director or Assistant Director will contact staff to notify when to report to work. If notification is not received 24 hours after the storm, staff will contact the Social Services Director or Assistant Director or report to the main office as soon as safely possible.
- Assess any damages to the main office and dining sites. Inform the ED of any damages suffered and keep all records by any means, for instance notes on your phone or note pad.
- Report to FPL any down power lines in our area.

- We will contact our clients via phone if available as well as going door to door at our public housing buildings. We must assure all our clients / residents needs are met.
- Based on the time frame areas will experience power outages, as well as any needs expressed by clients thru our outreach, water and meals distributions will be coordinated along with our local emergency office, COH and the Hot Lunch Program caterer.

F. SHORT TERM/INTERMEDIATE RELIEF

According to the conditions of your facilities and your community in general, describe whether your organization will be able to offer short-term assistance to a) your clients and b) others in the community (e.g., crisis intervention/stabilization services, information and referrals, case management/case follow up, meals, transportation).

The congregate meals and home delivered meals will remain uninterrupted immediately following the storm. Our Caterer is equipped with a full service kitchen that maintains power even during electrical outages. We purchase and deliver emergency food, water and other personal supplies. We also coordinate transportation to and from medical facilities, unsafe housing to shelters and other temporary housing, meal sites food and supply station.

G. LONG TERM RELIEF

Describe how regular services will resume after the disaster, once damages of the building and grounds are assessed and it is determined safe to open your facilities and resume services to clients.

Resumption of regular services and the addition of services as needed, to the extent to which funds are available, to aid in elderly residents of Dade County in the long-term recovery process.

11. NON-DISASTER RELATED

In the event a situation results in a cessation of services by a Subcontractor, the Contractor (Agency) shall retain responsibility for performance under their contract and must follow procedures to ensure continuity of operations without interruption. Explain your agency's specific back-up procedures for ensuring continuity of all critical services without interruptions.

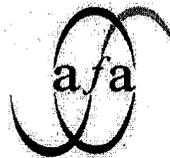
In the event our caterer Greater Miami Caterers cannot continue services, the Hialeah Housing Authority has a backup caterer, Gaby's Café Inc. We have an agreement with Gaby's café to provide congregate hot meals and home delivered hot meals within 24 hours from our request. The Hialeah Housing Authority has stored shelf stable meals to distribute within the first 24 hours to all congregate and home delivered clients. We will remain open to serve all our clients to avoid any interruption of services.

**City of Hialeah
Grants & Human Services Department**



Action Plan for Elderly Meal Services

Funded by



*Alliance for Aging, Inc.
Answers on Aging*

Established: July 1, 2014
Last Updated: July 1, 2019

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Program Overview

The City of Hialeah, (Herein, "City"), has designated its Congregate Meal Sites, currently six (6), as multi-purpose senior centers. These multipurpose senior centers are community facilities that offer a broad range of services including health, nutrition, recreational, social, and educational activities for older adults.

Nutrition services provide eligible participants with hot or otherwise appropriate, nutritionally-balanced meals served in a congregate setting, where surroundings promote social interaction among the individuals, or home-delivered meals to those participants in need of this service. Individual nutrition assessments, individual nutrition counseling, group and individual nutrition education, and outreach are also services provided as part of the City's Program, by and through our sub-recipient.

A congregate meal is food provided by the City's sub-recipient, Hialeah Housing Authority (Herein, "HHA"), through an approved contracted caterer service provider, to a qualified individual in a congregate or group setting. A home-delivered meal is food also provided by sub-recipient HHA through an approved contracted caterer service provider to a qualified individual who is homebound. The meal, as served, shall meet all the requirements of the Older Americans Act and State/Local laws.

The Elderly Meals program is funded by the Florida Department of Elderly Affairs (DOEA) via the Alliance for Aging (Herein, "AA") through the Local Services Provider (LSP) grant program.

Services Provided Definitions

Congregate Meal sites:

These congregate meal sites assure program participants with the provision of a meal at a congregate meal site which complies with the Dietary Guidelines for Americans and provides 1/3 daily Recommended Dietary Allowances (RDA) for individuals who qualify, as established by the Food and Nutrition Board of National Academy Science.

Education/Training/Information:

Speaking to groups or distributing materials to individuals at public gatherings about services and opportunities available to them within their communities. Providing formal and informal opportunities for individuals or groups to acquire knowledge, experience or skills, increasing awareness and promoting personal enrichment, in order to promote the adoption of healthy behaviors

Home-Delivered Meals:

These Home delivered meals assure program participants with the provision of a meal that delivered to their home which complies with the Dietary Guidelines for Americans and provides 1/3 daily RDA for individuals who qualify, as established by the Food and Nutrition Board of National Academy Science.

Recreational Activities and Transportation:

The activities and means to attend congregate site locations to provide eligible participants with a congregate setting where surroundings promote social interaction among the individuals.

Meal Service Activities

Section I – Congregate Meal Sites

Congregate Site Program Guidance

Unit of Service

1 meal served to an eligible participant = 1 unit

Service Authorization

HHA must ensure eligibility requirements are met. HHA must complete intake information which includes participant demographic information. The participant intake information must be updated annually. Participant intake information and monthly attendance records must be properly logged, filed, and maintained for monitoring from both AA and City.

Documentation Requirements

Intake Form/Risk Assessment

HHA will ensure that intake information is documented for all new meal site participants. HHA will keep the intake form on file. The participant intake information must be updated annually.

Daily Report/Donation Form

HHA will ensure that this form is completed at each site in order to record donations. The Provider will ensure that these records are maintained accurately and in a confidential manner. The Daily Donation Report must be included with the nutrition site's monthly billing.

Staffing Requirements

Providers must make provision for a designated individual to be responsible for operations of each site daily when the congregate meal site is open. This individual must demonstrate a sincere respect for the dignity of the people served at the nutrition site. This individual must demonstrate the capacity to manage the site according to policy and to complete the required procedures and paperwork on a daily basis. This individual may be a paid staff person or a volunteer.

All Provider staff and volunteers must be adequately trained. Training must include but is not limited to the following:

- a. Proper food handling and sanitation
- b. Food safety for prevention of food borne illness and transmittable diseases.
- c. Reporting Requirements
- d. Emergency Procedures

Site staff/volunteer and management training records must be maintained in the personnel file at the HHA's main office.

Congregate Meal Site Management

Site Supplies for Meal Service

In order to provide a hot, nutritious, noon-time lunch to participants, some necessary supplies will be needed. Below are items that will be required for service:

- a. Aprons, hairnets or protective hair restraint, gloves
- b. Sanitation cleaning fluids/ cleaning agent; chlorine bleach
- c. Garbage bags
- d. Food Temperature Thermometers
- e. Refrigerator Thermometers
- f. Disposable cleaning cloths or paper towels
- g. Any forms and/or office supplies required for completion of daily procedures and reports

Allowable Activities

The multipurpose senior center shall offer a variety of services including services, such as, but not limited to, the following:

1. Health education
2. Social services
3. Educational services
4. Recreational and group activities
5. Nutrition services, consisting of meals served in a congregate setting as follows:
 - a. Serving a Recommended Daily Allowance (RDA) compliant meal 5 days a week to eligible individuals (If less than 5 days a week, justification must be provided to the City of Hialeah immediately).

Unallowable Activities

1. Sectarian instruction or religious worship cannot be conducted as funded activities in a senior center.
2. Activities not covered under Allowable Activities.
3. Meals served to participants not eligible for funding pursuant to this Action Plan, the Sub-recipient Contract between the City and HHA, or the contract between the City of Hialeah and the Alliance for Aging.

Requirements

- HHA shall keep accurate records of all services and the rationale for all service costs.
- HHA must maintain and provide staff support for each congregate site.
- HHA must designate staff for all obligations stated in the contract between HHA and the City, and ensure that the assigned staff is sufficiently qualified, by the standards referenced in the DOEA Programs and Services Handbook.
- A calendar of activities must be developed on a monthly basis and posted at each site. Social activities must be offered to all meal participants.
- HHA reservation system for weekly meal orders must be maintained in order to reduce the number of meals wasted.

Site Maintenance and Hours of Operation

Congregate meal sites will maintain standard hours of operation which must be posted at each meal site. Standard hours of operation will be at least 4 hours per day and 5 days per week.

HHA shall maintain site cleanliness (including the restrooms), seating, and table settings in good condition. The sites should have appropriate lighting and ventilation for the participants.

Participant Contributions

HHA shall offer the opportunity for each client to contribute financially toward the cost of the congregate meal at their discretion. A notice must be posted at each site to inform clients that voluntary donations are accepted.

The on-site contribution collection box shall be located at a reasonable distance away from the participant sign-in sheet to ensure the collection of contributions maintains client confidentiality.

HHA will ensure that all contributions are counted and recorded daily by two (2) people. All contribution records must be documented on the required client signature sheet. The client signature sheet and proof of deposit must be submitted to City on a quarterly basis. Contributions are considered program income, and program income records must be available upon request.

HHA must have written fiscal policies and procedures regarding control of program income. The fiscal policies and procedures regarding program income must provide reasonable assurance that program income is correctly earned, recorded, and used to expand Congregate Meal Site services.

Emergency Plans for Congregate Meal Sites

Emergency plans must be in place for all congregate sites. The plan must include at least the following information:

- 1) Written procedures are in place:
 - To contact staff, volunteers, caterers, visiting program participants, etc. (e.g., telephone and cell numbers, phone tree);
 - For weather-related emergencies;
 - To determine program closings;
 - To notify participants of program closings (e.g., radio, telephone);
 - For facility and equipment breakdowns;
 - When individuals are hurt or become ill;
 - Identifying emergency service agencies to assist in meal delivery, rescue, or other matters;
 - When key personnel are absent (e.g., site managers, staff); and
 - For threat of harm (e.g., threatening intruders).

- 2) Staff shall be trained:
 - In dealing with program participants who experience a sudden illness or are involved in an accident;
 - In fire/building evacuation emergency procedures; and

- In how to treat participants who are choking (e.g., Heimlich maneuver).
- 3) In an emergency, the following need to be available:
- Supplies such as water, portable radios, batteries, flood lights and flashlights, first aid kits.
- 4) To assist older adults in an emergency situation:
- Participant files include emergency contact or caregiver designee information.
 - Participants are provided printed information about the types of foods and other necessities to have on hand for emergencies.

Emergency Site Relocation Requirements

The site must be in a location that is in close proximity to the majority of eligible older adults' residences as feasible.

Each site shall meet minimum requirements related to the physical facility and equipment, including, but not limited to:

- a. Access to a kitchen or approved work area, for the set-up and dispensing of meals. This includes all equipment necessary to maintain proper food temperatures. If used for the nutrition program, there shall be operating thermometers in the refrigerator and freezer.
- b. Separate sinks for hand washing and food service;
- c. Equipment, including tables and chairs for the meals and other programs, which are sturdy and appropriate for older persons;
- d. Fire extinguisher(s) in good, working order; and
- e. Readily accessible first aid kit.

Each site shall meet the Americans with Disabilities Act (ADA). The Americans with Disabilities Act (ADA) requires certain public accommodations for persons with disabilities, including the following:

- a. Visible directional and informational signs;
- b. Telephone accessibility to staff;
- c. Ramps and route of travel that does not require the use of stairs;
- d. All public spaces on an accessible route of travel;
- e. Rest rooms which are accessible to the public, at least one restroom (either one for each sex, or unisex) fully accessible;
- f. Adequate space to accommodate persons with canes, walkers, wheelchairs, and other assistive devices; and
- g. Emergency fire exit plan

Section II – Home-Delivered Meals

Home-Delivered Meal Program Guidance

The Home-Delivered Meals provider shall deliver the meal that has been prepared by a HHA-contracted Meal Preparation/Catering vendor, to the eligible participant's home.

There shall be no more than a four (4) hour lapse of time between preparation time and the delivery of the meal to the client's home.

All hot home-delivered meals for the noon meal shall be delivered to the client no earlier than 10:30 A.M. and no later than 2:30 P.M. Cold and hot food must be packaged separately.

The Home-Delivered Meals provider shall maintain the proper temperatures for the hot food at a minimum of 140 degrees Fahrenheit; and cold foods at a maximum of 41 degrees Fahrenheit; and shall maintain adequate sanitary practices for handling the food transit.

The Home-Delivered Meals provider must provide meals in accordance with the menu approved by the HHA contracted Registered Dietician and the Alliance for Aging Contract Manager.

Unit of Service

1 delivered meal = 1 unit

Service Authorization

Services must be provided according to the HHA Vendor Authorization. HHA must ensure eligibility requirements are met. HHA must complete intake information which includes participant demographic information. The participant intake information must be updated annually. Participant intake information and documentation of meals provided must be properly logged, filed, and maintained for monitoring from both AA and City.

Service Description

A Home-Delivered meal is a meal provided to a qualified individual at his/her place of residence. The meal is served as part of a program administered by the AA and meets all the requirements of the Older Americans Act and State/Local laws.

The Home-Delivered meals must comply with all Alliance for Aging regulations, Department of Elder Affairs regulations, HHA Action Plans not rescinded in writing, the sub-recipient agreement in effect, and all City Action Plans not rescinded in writing.

This includes, but is not limited to, packaging restrictions, caterer monitoring, temperature integrity of all foods provided to our program participants, and proper follow up of all complaints or concerns received.

Home-Delivered Meal Program Management

Home-Delivered Meal Supplies for Services

In order to provide a home-delivered nutritious meal to eligible participants, some necessary supplies will be needed.

Below are items that may be required for service;

- Motor vehicle (fully operational and in clean condition)
- Approved Food Carry-out Containers
- Insulated Food Carrier

Shelf stable meal packages shall be available. Shelf stable meals are non-refrigerated and require minimal to no preparation and they are nutritionally packaged to meet the regulated one-third RDA. The shelf-stable meals will supply clients with an emergency meal replacement due to state of an emergency and nutrition program closures.

Allowable Activities

Delivery of meals supplied by HHA's contracted Meal Preparation/Catering vendor to the eligible participant's home.

Unallowable Activities

1. Activities not covered under Allowable Activities.
2. Provision of meals to ineligible individuals.
3. Multiple consecutive and unrectified failures by the contracted catering company after random monitorings by HHA
4. Multiple consecutive and unrectified failures by the contracted catering company after random monitorings by the City
5. Multiple consecutive and unrectified failures by HHA after random monitoring by City.

Participant Contributions

HHA shall offer the opportunity for each client to contribute financially toward the cost of a meal. The Home-Delivered Meals provider shall ensure a method to solicit and collect contributions that maintains client confidentiality. The contribution is considered program income. Program income records must be available upon request.

The Home-Delivered Meals providers will ensure that all contributions are counted and recorded daily by two (2) people. All contribution records must be documented on the required client signature sheet. The client signature sheet and proof of deposit must be maintained at the HHA office for review during monitorings.

The Home-Delivered Meals provider must have written fiscal policies and procedures regarding control of program income. The fiscal policies and procedures regarding program income must provide reasonable assurance that program income is correctly earned, recorded, and used to expand Home-Delivered Meals services. Program income must be verifiable in the provider's general ledger.

Emergency Plans for Home-Delivered Meals

Emergency plans must be in place for all home-delivered meal programs. The plan must include at least the following information:

- 1) Written procedures are in place:
 - To contact staff, volunteers, caterers, etc. (e.g., telephone and cell numbers, phone tree)
 - For weather-related emergencies.
 - To determine program closings.
 - To notify participants of program closings (e.g., radio, telephone).
 - For facility and equipment breakdowns.
 - When individuals are hurt or become ill.
 - Identifying emergency service agencies to assist in meal delivery, rescue, or other matters.
 - When key personnel are absent.
- 2) Staff shall be trained to assist older adults in an emergency situation:
 - Participant files include emergency contact or caregiver designee information.
 - Participants are provided printed information about the types of foods and other necessities to have on hand for emergencies.

Incident Reporting

HHA shall immediately report knowledge or 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- 96-ABUSE). As required by Chapters 39 and 415, F.S. this provision is binding to HHA, its employees, volunteers, caterers and any other personnel involved with effectuating the City's Elderly Meal Services.

HHA shall immediately report any impairment to the ability to carry out the services agreed upon. From the moment of discovery that HHA cannot carry out its duties, HHA must notify the City within 24 hours, under any and all circumstances.

Registered Dietitian

The registered dietitian is recognized by the medical profession as the legitimate provider of nutritional care. Registered dietitians have specialized education in human anatomy and physiology, diet therapy, and food science. Therefore, a registered dietitian would be beneficial to the nutrition program managed by the City.

The purpose of the registered dietitian is to regulate menu requirements and provide professional advice to the nutrition program operated by City. The dietitian's expertise will support this program through education, menu planning, and nutrient analysis of meals to assure Recommended Daily Allowance (RDA) requirements are met as specified by the Department of Elder Affairs and the Alliance for Aging.

Dieticians shall oversee menus for both the Congregate Site issued meals and Home-Delivered meals.

HHA Requirements:

Services must be provided by a Registered Dietitian.

1. The Registered Dietitian will finalize the nutrition program menus.
2. The Registered Dietitian will conduct a Nutrient Analysis of the menu.
3. The Registered Dietitian will consult with HHA as needed in order to consult on changes needed with the caterer. Consultation may include, but is not limited to, any of the following:
 - a. Menu consulting: discussions on choice, special dietary needs due to religion, holidays etc. Individual consultations with nutrition program participants may also be necessary.
4. Menu corrections: corrected menus or changed menus due to availability of products, variety, client location and preferences.

Service Authorization

The fully executed agreement between HHA and the Registered Dietitian will serve as the authorization to provide services.

Meal Preparation/Catering**Service Description:**

HHA contracts shall contract Meal Preparation/Catering vendors to prepare and deliver food/meals in support of the Home-Delivered Meal and Congregate Meal Nutrition Programs. HHA shall also contract a back-up vendor for potential emergencies during which primary caterer is unable to resume sufficient provision of meal preparation/catering responsibilities.

Nutrition services provide eligible participants with hot or otherwise appropriate, nutritionally-balanced meals served in a congregate setting where surroundings promote social interaction among the individuals or home-delivered meals to those participants in need of this service. The meal, as served, shall meet all the requirements of Department of Elder Affairs and the Alliance for Aging.

Provider Requirements:

1. Meal Preparation/Catering vendor must have valid permit/license from the local health department.
2. Meal Preparation/Catering vendor must be in compliance with all sanitation standards
3. Meal Preparation/Catering vendor must have all employees and management review and sign informational documentation pertaining to communicable diseases pertaining to food. i.e., reportable diseases, exclusion, and symptoms.
4. Meal Preparation/Catering vendors must have procedures in place to identify when food was prepared and its source(s), should there be a foodborne disease investigation.

5. Meal Preparation/Catering vendors must have written food safety procedures and proof of internal audits. Temperature log books for all prepared items must be in place.
6. All health inspections must be reported to HHA within 24 hours of the inspection. For all critical violations cited, the Meal Preparation/Catering vendor must provide a written explanation of why the error occurred and a written procedure to prevent the violation from reoccurring, including documentation of any training conducted.
7. Meal Preparation/Catering vendors must have documentation of food safety training programs that are provided on a routine basis.
8. Meal Preparation/Catering vendors must supply insulated containers for hot and cold food for the transportation of meals and other food to the designated Nutrition Site.
9. There shall be no more than a four (4) hour lapse of time between the preparation of the meal and the time the participant is served the meal. Meal Preparation/Catering vendors must coordinate with Nutrition Program providers to ensure that this time frame is adhered to.
10. The provider shall maintain the proper temperatures for the hot food at a minimum of 140 degrees Fahrenheit; and cold foods at a maximum of 41 degrees Fahrenheit; and shall maintain adequate sanitary practices for handling the food transit.
11. HHA contracts with a Registered Dietitian for menu review and approval.

Catering Supplies

In order to deliver hot/cold nutritious meals, specific supplies will be required. The contracted Meal Preparation/Catering vendors shall supply all necessary supplies.

The list of required supplies includes, but is not limited to, the following:

- o Hot/Cold temperature regulated bulk carriers for food.
- o Food Carry-Out Containers
- o Portioned serving size utensils (Institutionalized), as necessary and appropriate
- o Condiments for each meal as appropriate and applicable to menu and nutrient analysis
- o Temperature log meal and comment sheet (delivery confirmation log)
- o Appropriate vehicles for delivery

Unit of Service

1 meal = 1 unit

Service Authorization

The congregate meal site/provider will provide the Meal Preparation/Catering vendors with a weekly meal order.

Documentation Requirements

For congregate meal preparation, documentation must include the number of meals delivered to each site. Documentation must be available documenting food temperatures. For home-delivered meal preparation, bulk meals delivered to a site for homebound distribution by the congregate meal provider must be documented in the same manner as congregate meal preparation.

Participant Requirements

Eligibility

HHA is responsible for initiating and maintaining accurate and current participant information. HHA must have each new participant complete an approved intake form. Each provider is responsible for updating intake information annually to determine each existing customer's eligibility and to maintain current contact information for participants, form must contain at least the following information:

- Individual's name (first and last name), current address, and telephone number;
- Individual's birth date
- Social Security Number (optional)
- Marital Status
- Ethnic origin/race
- Gender
- Income and other financial resources
- Name, address, and phone number of person to contact in case of emergency (City recommends at least two contacts to be listed)
- Level of English proficiency

Participant name and proof of age is required to determine program eligibility.

Intake data shall be kept on file as long as the participant is in the program. All participant information shall be maintained in such a manner as not to violate confidentiality. HHA shall conduct the annual program participant reassessments in a timely manner.

Client Information and Registration Tracking System (CIRTS)

HHA is responsible for inputting LSP-specific data into CIRTS to ensure CIRTS data is accurate and complete. HHA shall use CIRTS generated reports, which include:

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

Participant Signatures

Nutrition Program participants are required to sign to verify that they received a meal. Each participant must sign for him/herself if they are able. Husbands cannot sign for wives; wives cannot sign for husbands, etc.

Even if a participant is unable to sign, he or she should make a mark on the sign in sheet. A nutrition program representative may then write the participant's name next to the mark, followed by the representative's initials. If the participant is unable to make a mark, a representative may sign for them but the signature must be followed by the representative's initials.

Nutrition providers should keep, in their files, documentation regarding the reason a participant is unable to sign, so that, should it be questioned during a survey or audit.

Confidentiality

Congregate nutrition providers shall ensure the confidentiality of all participants receiving nutrition services within the congregate meal setting.

Participant information should not be disclosed without the individual's written consent. Participant information will be shared, as the need arises, between the nutrition provider and City.

Congregate providers should not provide access to their participant data to anyone seeking information through questionnaires, polls, assessments, surveys, etc. without prior written approval of City and or the participant. Pictures of individuals taken at a congregate site or senior activity shall not be published without the participant(s) in the picture signing a release or waiver.

Participant Rights and Responsibilities

The congregate provider shall assure that participants are informed of their rights and responsibilities.

A. Participant Rights:

- To be referred, as necessary and requested, to nutrition and other services including food stamps, transportation, housing, in-home assistance, etc.
- To make comments about needed improvements to the congregate program without fear of retaliation
- To timely information about meal site closing and meal delivery cancellations due to weather, power outages, or other reasons
- To be treated respectfully and courteously
- To have personal information handled and recorded using methods that ensure confidentiality
- To enjoy meals in a safe and pleasant environment at a congregate site

B. Participants Responsibility for Nutrition Sites

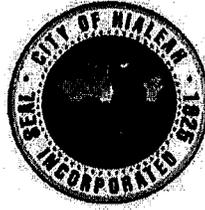
Each participant is responsible for making reservations for meals and, if necessary, cancellations according to HHA procedures.

Monitoring

The City will perform administrative, fiscal, and programmatic monitoring of HHA throughout the program year to ensure compliance, fiscal accountability, programmatic performance and, compliance with all rules, regulations, and local, state, and federal laws.

The City will perform administrative, fiscal, and programmatic monitoring of subcontractors, vendors, and/or consultants, at least once per year, to ensure compliance, fiscal accountability, programmatic performance, and compliance with all rules, regulations, and local, state, and federal laws.

HHA must submit the annual report of volunteer activities and services at the request of the City of Hialeah.



Local Services Program Contract
Between Alliance for Aging, Inc. and the
City of Hialeah for 2019-2020

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LOCAL SERVICES PROGRAM CONTRACT

2019-2020 Fiscal Year

THIS CONTRACT is entered into between the Alliance for Aging Inc., hereinafter referred to as the “**Alliance**” and City of Hialeah, hereinafter referred to as the “contractor,” and collectively referred to as the “parties.”

Attachments I, II, III, VII, VIII, IX, X, A, C, and G, are incorporated herein and made a part of this Contract.

WITNESSETH THAT:

WHEREAS, the Alliance has been designated as the Area Agency on Aging for Planning and Service Area 11 encompassing Miami-Dade and Monroe Counties; and

WHEREAS, the Florida Department of Elder Affairs (the “Department”) has determined that it is in need of certain services as described herein; and

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

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

1. Purpose of Contract

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

2. Services to be Provided

The contractor agrees to plan, develop, and accomplish the services delineated, or otherwise cause the planning, development, and accomplishment of such services and activities, under the conditions specified and in the manner prescribed in ATTACHMENT I of this contract.

3. 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 and the Master Contract, 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.

4. Term of Contract

a. **Effective Date:**

This contract shall begin at twelve (12:00) A.M., Eastern Standard Time on **July 1, 2019** or on the date the contract has been signed by both parties, whichever is later. The contract will end on **June 30, 2020**, or such earlier date as the contract is terminated pursuant to paragraph 10 herein, except that the parties shall continue to perform those limited contract close-out activities set forth in section 4.b. in July 2020.

b. Delivery of services shall end at **11:59 P.M.**, Eastern Standard Time on **June 30, 2020**, or such earlier time as the contract is terminated pursuant to paragraph 10 herein. Under no circumstances will the Alliance reimburse the provider for services provided after June 30, 2020 or any earlier termination date. No changes to funding allocations will be made after June 30, 2020. Only limited contract close-out activities are to be performed after June 30, 2020 consisting of reporting, invoicing and payment in July of 2020 to facilitate payment for services rendered by the provider under this contract as stipulated in ATTACHMENT VIII.

5. Contract Amount

The Alliance agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$,650,000.00**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

6. 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.

7. 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 contractor 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 Service Programs – Meals - Recurring	2019-2020	General Revenue		\$250,000.00
Local Service Programs – Meals – Non-Recurring	2019-2020	General Revenue		\$1,400,000.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$1,650,000.00

8. 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, with the exception of establishing unit rates which is described further in this section. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. Requests to renegotiate the original contractual established rates are provided for in the Alliance’s approved Reimbursement Rate Review Policy, which is incorporated by reference.

The parties shall re-evaluate the contract’s reimbursement rates on an annual basis pursuant to DOEA’s Notice of Policy Clarification: Service Cost Reports Notice #092815-1-PC-SCBS dated September 28th, 2015 and the approved Alliance’s Reimbursement Rate Review Policy.

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 120 days to ensure continuity of service. Services provided under this extension will be paid for out of the succeeding amount.

9. Modifications

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this contract if revisions of any applicable laws or regulations make changes in this contract necessary. The parties agree that no such modifications or changes will be made to this contract after **June 30, 2020**.

10. Termination, Suspension, and Enforcement

The causes and remedies for suspension or termination of this contract shall follow the same procedures as

outlined in the Master Contract.

11. Provision of Services

The Contractor 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.

12. Payment

Payments shall be made to the Contractor as services are rendered and invoiced by the Contractor. The Alliance will have final approval of the invoice for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Alliance’s fiscal department for budgetary approval and processing per **ATTACHMENT VIII**.

13. 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

The name, address, and telephone number of the representative of the contractor 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:	City of Hialeah 501 Palm Avenue Hialeah, FL 33010
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Mayor Carlos Hernandez/Finance Director City of Hialeah 501 Palm Avenue Hialeah, FL 33010
c.	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	Mayor Carlos Hernandez City of Hialeah 501 Palm Avenue Hialeah, FL 33010
d.	The section and location within the AAA where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Alliance for Aging, Inc. Fiscal Department 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155 305-670-6500
e.	The name, address, and telephone number of the Contract Manager for the AAA for this contract is:	Contract Manager Alliance for Aging, Inc. 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155

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.

14. All Terms and Conditions Included

This contract and its Attachments, I, II, III, VII, VIII, IX, X, A, C, G 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 contract, to be executed by their undersigned officials as duly authorized.

City of Hialeah

ALLIANCE FOR AGING, INC.

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

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

TITLE: _____

TITLE: PRESIDENT AND CEO

DATE: _____

DATE: _____

ATTACHMENT I

SECTION I. SERVICES TO BE PROVIDED

1.1. DEFINITIONS OF TERMS AND ACRONYMS

1.1.1 CONTRACT ACRONYMS

CAP - Corrective Action Plan
CIRTS - Client Information and Registration Tracking System
DOEA - Department of Elder Affairs
F.S. - Florida Statutes
LSP - Local Services Program
NOI - Notice of Instruction
PSA - Planning and Service Area
SOPS - Summary of Programs and Services

1.1.2 PROGRAM SPECIFIC TERMS

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

Area Plan Update: A revision to the area plan wherein the area agency on aging enters LSP specific data in the CIRTS. An update may also include other revisions to the area plan as instructed by the Department.

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

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

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

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

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

Summary of Programs and Services (SOPS): A document produced by the Department and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

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

1.2.1 General Statement

The LSP provides long-term care alternatives enabling elders to maintain an acceptable quality of life in their own homes and avoid or delay nursing home placement.

1.2.2 Local Service Program

The LSP provides community-based services to preserve elder independence, support caregivers, and target at-risk person. Through the provision of services the LSP program assists elders to live in the least restrictive environment that meets their needs.

1.2.3 Authority

The relevant authority governing the LSP Program includes:

- (1) Sections 430.201 – 430.207, Florida Statutes;
- (2) Chapter 58C-1, Florida Administrative Code;
- (3) The State of Florida General Appropriations Act; and
- (4) The Catalog of State Financial Assistance (CSFA) Number 65009.

1.2.4 Scope of Service and Eligible Individuals

The contractor is responsible for the programmatic, fiscal, and operational management of the LSP. The program services shall be provided in a manner consistent with the Alliance's Area Plan, as updated, the current Department of Elder Affairs Programs and Services Handbook, and the Contractor's Service Provider Application (SPA) which are incorporated by reference.

1.2.5 Application

The Contractor must submit a Service Provider Application (SPA) in response to this contract no later than 30 calendar days after the contract execution date. The Contractor's application submitted in response to this contract is incorporated by reference in this contract between the Alliance and the contractor and made a part of this contract.

1.2.6

Major Program Goals

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

- a) LSP services are provided to individuals who need long-term alternatives in order to maintain an acceptable quality of life in their own home.
- b) Delay or avoid nursing home placement, by way of the services provided in this program.

1.3 CLIENTS TO BE SERVED

1.3.1 Client Eligibility

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

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

1.3.2 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.

1.3.3

Client Determination

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

1.3.4

Contract Limits

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

1.3.5

Clients Served

This contract may perform direct services to clients.

SECTION II. MANNER OF SERVICE PROVISION

2.0 A. Service Tasks

To achieve the goals of the LSP Program, the contractor shall perform, or ensure that its Subcontractors perform, the following tasks:

1. **Client Eligibility Determination**
The contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in section I item 1.3.
2. **Assessment and Prioritization of Service Delivery for New Clients**
The contractor shall ensure the following criteria are used to prioritize new clients for service delivery in the sequence below. It is not the intent of the Alliance to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.
 - a. **Imminent Risk individuals:** Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within a month or very likely within 3 months.
 - b. **Service priority for individuals not included above, regardless of referral source, will be determined through the Department's functional assessment administered to each applicant, to the extent funding is available. The contractor shall ensure that first priority is given to applicants at the higher levels of frailty and risk of nursing home placement.**
3. **Program Services**
The contractor shall ensure the provision of program services is consistent with the Alliance's current Area Plan, the current DOEA Programs and Services Handbook, and the Contractor's SPA.

B. Staffing Requirements

1. **Staffing Levels**
The Contractor shall assign its own administrative and support staff as needed to perform the tasks, responsibilities and duties under the contract.
2. **Professional Qualifications**
The Contractor shall ensure that the staff responsible for performing any duties or functions within this contract has the qualifications as specified in the DOEA Programs and Services Handbook.
3. **Service Times**
The Contractor shall ensure the availability of services listed in this contract at times appropriate to meet client service needs, at a minimum during normal business hours. Normal business hours are defined as Monday through Friday, 8:00a.m. to 5:00p.m.

C. Use of Subcontractors

If this contract involves the use of a Subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the Subcontractor. If any circumstance occurs that may result in a delay for a period of 60 days or more the initiation of the subcontract or the performance of the Subcontractor, the Contractor shall notify the Alliance's Contract Manager in writing of such delay. The Contractor shall not permit a Subcontractor to perform services related to this agreement without having a binding Subcontractor agreement executed. In accordance with Section 23.1 of the Master Contract, the Alliance will not be responsible or liable for any obligations or claims resulting from such action.

1. **List of Subcontracts:**
The Contractor shall submit a list of all subcontracts to the Alliance Contract Manager within thirty (30) days of the subcontract being executed.
2. **Monitoring the Performance of Subcontractors:**
The Contractor shall monitor, at least once per year, each of its subcontractors, sub-recipients, vendors, and/or consultants paid from funds provided under this contract. The Contractor shall

perform fiscal, administrative and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance and compliance with applicable state and federal laws, rules, and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods, and other performance goals stated in this contract are achieved.

3. Copies of Subcontractor Monitoring Reports

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

D. Deliverables

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the tasks specified in this contract.

1. Delivery of Service to Eligible Clients:

The Contractor shall ensure the provision of services addressing the diverse needs of functionally-impaired elders. The Contractor shall ensure performance and reporting of the following services in accordance with Alliance's current Area Plan and the current DOEA Programs and Services Handbook, which is incorporated by reference, and ATTACHMENT I, Sec. II.A.1-3 of this contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount.

2. Services and Service Units

The Contractor shall ensure that the provision of services described in this contract is in accordance with the current DOEA Programs and Services Handbook and the service tasks described in Section II.A. Attachment VII lists the services that can be performed, the service unit rate, the maximum units of service, and the maximum dollars.

E. Administrative Responsibilities

The Contractor shall provide management and oversight of LSP Program operations in accordance with the current DOEA Programs and Services Handbook including:

1. Prepare and submit an annual Service Provider Application (SPA).
2. Establish contractual agreements with appropriate and capable subcontractor and vendor agreements, when applicable.
3. Provide technical assistance to subcontractors and vendors to ensure provision of quality services.
4. Monitor and evaluate subcontractors and vendors for appropriate programmatic and fiscal compliance.
5. Appropriately submit payments to subcontractors.
6. Establish procedures for handling recipient complaints and ensure that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, contractor 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 complaint, and the determination of each complaint.
7. Ensure compliance with Client Information and Registration Tracking System (CIRTS) regulations.
8. Establish and monitor performance outcome objective achievements specific to authorizing Proviso in accordance with targets set by the Contractor.

9. Conduct client satisfaction surveys annually to evaluate and improve service delivery.

F. Reports

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

1. Service Cost Reports:

The Contractor shall submit the Service Cost Report to the Alliance annually no later than ninety (90) calendar days after the Contractor Fiscal Year end. The Service Cost Reports shall reflect actual costs of providing each service by program for the preceding contract year. If the Contractor desires to renegotiate its reimbursement rates, the Contractor shall make a request in writing to the Alliance in accordance with the Alliance's approved Reimbursement Rate Review Policy, which is incorporated by reference.

2. CIRTS Reports:

The Contractor shall ensure timely input of LSP specific data into CIRTS. The contractor must run monthly CIRTS reports to validate the client and service data in CIRTS is accurate prior to submitting a request for payment invoice. To ensure CIRTS data accuracy, the Contractor shall adhere to the Alliance's CIRTS Data Integrity Policy and use CIRTS-generated reports which include the following:

- Assessments;
- Enrollments;
- Monitoring Reports;
- Services Reports; and
- Outcome Measures Reports.

3. Surplus/Deficit Report

The Contractor shall 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**. This report is for all services provided in this agreement incorporated in this Contract between the Contractor and the Alliance. The report shall include the following:

- (1) A list of all services and their status regarding surplus or deficit, and why they differ from the original budget projections (Spending Plan).
- (2) A detailed explanation, by service, for surplus or deficit spending with variances of 1% of the monthly target threshold.
- (3) An explanation of how expenditures will be brought to monthly target levels. The explanation must be specific to show how the Contractor plans to address the variance.
- (3) Number of clients currently on the waitlist (APCL).

4. Program Highlights

The Contractor shall submit Program Highlights referencing specific events that occurred in previous contract year by September 15 of the current contract year for each Title under this contract. The Contractor shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight. The Contractor shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Alliance.

5. **Outcome Measures-** At a minimum, the Contractor must:

- (1) Ensure the provision of the services described in this contract are in accordance with the current DOEA Programs and Services Handbook and in the Manner of Service Provision described in this contract.
- (2) Submit to the Alliance all information described in this contract.
- (3) Develop and document strategies in the Service Provider Application (SPA) to support the Department's performance outcome measures in the following criteria:
 - a) 66% of new service recipients with high-risk nutrition scores will improve their nutritional status.
 - c) 65% of new service recipients will maintain or improve their ADL assessment score.
 - d) 62.3% of new service recipients will maintain or improve their IADL assessment score.
 - e) 89% of caregivers who self-report being very confident about their ability to continue to provide care.

6. **Contractor Outreach Reporting Requirements:**

The Contractor 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 contractor 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 Contractor shall complete and submit the report on outreach activities semi-annually. Reports must be submitted by June 30 and December 31 of each contract year. The Contractor must conduct outreach activities as described in, and at the minimum frequency referenced in, its Service Provider Application (SPA).

7. **Return on Investments Report**

The Contractor shall submit to the Alliance's Contract Manager quarterly reports for each LSP project, using a template provided by the Alliance, including project description, deliverables, year to date data, and current quarter data. Reports are due on October 10, January 10, April 10, and July 10. The Contractor shall ensure information is gathered in a format that facilitates required reporting.

G. Records and Documentation

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

1. **Requests for Payment**

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

2. **CIRTS Data and Maintenance:**

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

3. Data Integrity and Back up Procedures:

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

H. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

- a. The Contractor shall ensure the prioritization and service provision of clients in accordance with Section II.A.1-3 of this contract.
- b. The Contractor shall ensure the provision of the services described in this contract are in accordance with the current DOEA Programs and Services handbook and Section II.D. of this contract.
- c. The Contractor shall timely and accurately submit to the Alliance all required documentation and reports described in Section II.F.
- d. The Contractor shall ensure timely (in accordance with Attachment VIII) and accurately submit to the Alliance Attachments IX, X and supporting documentation.

I. Emergency Preparedness and Continuity of Operations:

- 1. If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of this contract, submit to the Alliance's Contract Manager, an Emergency Preparedness Plan & Continuing of Operations Plan (COOP). In the event of an emergency, the Contractor shall notify the Alliance of emergency provisions.
- 2. In the event a situation results in a cessation of services by a Subcontractor/vendor, the Contractor shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

J. Monitoring and Evaluation

The Contractor shall permit persons duly authorized by the Alliance and the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this contract, and to interview any clients, employees, and Subcontractor employees of the Contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract.

The Alliance will review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor through telephone, in writing, and/or on-site visit(s). The Alliance's determination of acceptable performance shall be conclusive. The Contractor 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 external auditor or consultant
9. Limited-scope reviews; and
10. Other procedures as deemed necessary

Following such review, the Alliance or the Department will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop an action plan or a Corrective Action Plan (CAP), as requested in the report. The Contractor hereby agrees to correct all deficiencies identified in a timely manner as determined by the Alliance's or the Department's Contract Manager.

K. Contractor Responsibilities

1. Contractor Accountability:
All service tasks and deliverables pursuant to this contract are solely and exclusively the responsibility of the Contractor, and for which, by execution of the contract, the Contractor agrees to be held accountable.
2. Coordination with Other Providers and/or Entities:
Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of the contract; the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this contract.

L. Alliance Responsibilities

1. Alliance Obligations:
The Alliance may provide technical support and assistance to the Contractor within the resources of the Alliance to assist the contractor in meeting the required tasks in the above Section II. The support and assistance, or lack thereof shall not relieve the Contractor from full performance of contract requirements.
2. Alliance Determinations:
The Alliance reserves the exclusive right to make certain determinations in the tasks and approaches. The absence of the Alliance setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

SECTION III. METHOD OF PAYMENT

A. Payment Methods Used

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

1. Fixed Fee/Unit Rate
Payment for Fixed Fee/Unit Rates shall not exceed amounts established in ATTACHMENT VII, per unit of service.
2. Cost Reimbursement
Payment may be authorized only for allowable expenditures, which are in accordance with the services specified in ATTACHMENT VII. All Cost Reimbursement Requests for Payment must

include the Receipt and Expenditure Report (ATTACHMENT X) beginning with the first month of the contract.

3. **Advance Payments**

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

B. Method of Invoice Payment

Payment shall be made upon the Contractor's presentation of an invoice subsequent to the acceptance and approval by the Alliance of the deliverables shown on the invoice and payment has been received from DOEA. The form and substance of each invoice submitted by the Contractor shall be as follows:

1. Request payment on a monthly basis for the units of services established in this contract, provided in conformance with the requirements as described in the DOEA Programs and Services Handbook, and at the rates established in ATTACHMENT VII. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. Any change to the total contract amount requires a formal amendment.
2. The Contractor shall consolidate all subcontractors' Requests for Payment and Expenditure Reports that support Requests for Payment and shall submit to the Alliance using forms Request for Payment (ATTACHMENT IX), Receipt and Expenditure Reports (ATTACHMENT X) for services.
3. All Requests for Payment shall be based on the submission of monthly Expenditure Reports beginning with the first month of the contract. The schedule for submission of advance requests and invoices is Invoice Schedule, ATTACHMENT VIII.
4. In order to properly manage the program budget, the Contractor must submit invoices for payment no later than 90 days after the end of the month in which the expense was incurred, except that invoices cannot be submitted after Close Out Report date. Invoices submitted late will require the approval of the Alliance's Contract Manager. Late invoices will not be paid unless justification is submitted and approved by the Contract Manager.
5. The Contractor shall maintain documentation to support payment requests which shall be available to the Alliance, the Department, and the Department of Financial Services, or other authorized state and federal personnel upon request.
6. All payments under the terms of this contract are contingent upon an annual appropriation by the Legislature, and subject to the availability of funds.

C. Payment Withholding

Any payment due by the Alliance under the terms of this contract may be withheld pending the receipt and approval by the Alliance of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Section 26 of the Master Contract.

D. Final Invoice Instructions

The Contractor shall submit the final Request for Payment to the Alliance no later than 25 days after the contract period ends and as referenced in ATTACHMENT VIII. If the contract is terminated prior to the end date of the contract, then the Contractor must submit the final request for payment to the Alliance no more than 25 days after the contract is terminated. If the contractor fails to do so, all right to payment is forfeited, and the Alliance will not honor any requests submitted after the aforesaid time period.

E. Contractors' Monthly CIRTS Reports

The Contractor must run monthly CIRTS reports and verify client and service data in the 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 Contractor's request for payment and expenditure reports can be approved by the Alliance.

F. CIRTS Data Entries

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

G. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in ATTACHMENT 1, Section II (Manner of Service Provision) of this contract, are performed pursuant to contract requirements.
2. If at any time the Contractor is notified by the Alliance Contract Manager that it has failed to correctly, completely, or adequately perform contract deliverables identified in ATTACHMENT I, Sec. II, the Contractor will have 10 days to submit a Corrective Action Plan ("CAP") to the Alliance Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Alliance Contract Manager. The Alliance shall assess a Financial Consequence for Non-Performance on the Contractor as referenced in ATTACHMENT I, Sec. III.H. of this contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Alliance will also assess a Financial Consequence for failure to timely submit a CAP.
3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Alliance shall deduct the percentage established in ATTACHMENT I, Sec. III.H. of this contract, from the payment for the invoice of the following month.
4. If the Contractor fails to timely submit a CAP, the Alliance shall deduct the percentage established in ATTACHMENT I, Sec. III.H. of this contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month. If, or to the extent, there is any conflict between ATTACHMENT I, Sec. III.H. below and paragraphs 39.1 and 39.2 of the Master Contract, this section shall take precedence.

H. Financial Consequences of Non-Performance

The Alliance will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Contract according to the requirements referenced in ATTACHMENT I, Sec. I and Sec. II of this contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in ATTACHMENT I, Sec. II of this contract.

1. Delivery of services to eligible clients as referenced in ATTACHMENT I, Sec. 1.1.3 and Sec. II.A.2 of this contract – Failure to comply with established assessment and prioritization criteria as evidenced in CIRTS reports will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Alliance's notification to the

- contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Alliance approved CAP, referenced in ATTACHMENT I, Sec. III.G.
2. Services and units of services as referenced in ATTACHMENT I, Sec. II.D. of this contract – Failure to provide services in accordance with the current DOEA Programs and Services Handbook, the service tasks described in ATTACHMENT I, Section II, 2.0(A), and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Alliance’s notification to the contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Alliance approved CAP, referenced in ATTACHMENT I, Sec. III.G.
 3. Administrative duties as referenced in ATTACHMENT I, Sec. II.E. of this contract – Failure to perform the performance specifications and oversight of LSP Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Alliance’s notification to the contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Alliance approved CAP, referenced in ATTACHMENT I, Sec. III.G.
 4. Timely submission of a CAP – Failure to timely submit a CAP within 10 business days after notification of the deficiency by the Alliance contract manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Alliance’s notification to the contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Alliance approved CAP, referenced in ATTACHMENT I, Sec. III.G.
 5. Exceptions may be granted solely, in writing, by the Alliance contract manager.

SECTION IV. SPECIAL PROVISIONS

A. Contractor’s Financial Obligations

1. Use of Service Dollars and management of Assessed Priority Consumer List:
The Contractor is expected to spend all funds provided by the Alliance for the purpose specified in the contract. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and surplus of funds at the end of the contract period for each program managed by the Contractor.

B. Remedies for Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. The Contractor’s signature on the request for payment form certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Alliance requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

C. Incident Reporting

The Contractor shall notify the Alliance immediately but no later than forty-eight (48) hours from the Contractor’s awareness or discovery of changes, related to a contractor authorized Proviso, that may materially affect the contractor’s ability to perform the services required to be performed under this contract and in authorizing Proviso. Such notice shall be made orally to the Alliance Contract Manager (by telephone) with an email to immediately follow, including the contractor’s plan for provision of the services authorized in Proviso.

D. **Investigation of Criminal Allegations**

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

E. **Volunteers**

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

The Contractor shall submit an annual unduplicated report of volunteer hours on the format provided by the Alliance. The data collection period is from July 1 to June 30 for each calendar year. The data submission date is 5 business days following the close of the contract period.

ATTACHMENT II

CERTIFICATIONS AND ASSURANCES

The Alliance will not award this contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 2 CFR Part 200)
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
- F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.
- G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans And Cooperative Agreements
- H. Verification of Employment Status Certification
- I. Records and Documentation
- J. Certification Regarding Inspection of Public Records

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

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

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

B. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

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

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

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

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

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

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Alliance.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Alliance.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed

by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Alliance.

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

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

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

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

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

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

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

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

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

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

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with

Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.

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

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

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

1. The Contractor and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all 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, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

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

I. RECORDS AND DOCUMENTATION

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

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

- 1. In addition to the requirements of sections, 8,1 of the Master Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701(4), F.S., and the Department is named in the civil action, Contractor agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
- 2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of Elder Affairs)** are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances

The Contractor shall require that the language of this certification be included in all subagreements, subgrants, and other agreements and that all Subcontractors shall certify compliance accordingly.

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

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

(Signature and Title of Authorized Representative)

Contractor Date

(Street Address)

(City, State, Zip code)

**ATTACHMENT III
EXHIBIT-1**

PART I: AUDIT RELATIONSHIP DETERMINATION

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

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

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

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

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

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

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

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

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

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

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**ATTACHMENT III
FINANCIAL, AND COMPLIANCE AUDIT ATTACHMENT
EXHIBIT 2-FUNDING SUMMARY**

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

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

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

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

FEDERAL FUNDS:

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Local Services Program	General Revenue	65.009	\$1,650,000.00
TOTAL AWARD			\$1,650,000.00

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

STATE FINANCIAL ASSISTANCE

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

ATTACHMENT VII

**LOCAL SERVICES PROGRAM
BUDGET SUMMARY**

The Alliance shall make payment to the contractor for provision of services up to a maximum number of units of service and at the rate(s) stated below:

Service to be Provided	Service Unit Rate	Maximum Units of Service	Maximum Dollars
Congregate Meals	6.34	176,671	\$1,120,095.40
Congregate Meals - Emergency	5.00	1,000	\$5,000.00
Nutrition Screening & Assessment	20.00	1,480	\$29,601.00
Nutrition Counseling	50.00	141	\$7,029.00
Nutrition Education	.50	26,981	\$13,490.40
Home Delivered Meals – Hot	6.14	75,085	\$461,019.40
Home Delivered Meals - Emergency	5.00	1,000	\$5,000.00
Screening & Assessment	25.00	351	\$8,764.80
TOTAL			\$1,650,000.00

ATTACHMENT VIII

LOCAL SERVICES PROGRAM
INVOICE REPORT SCHEDULE

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 + 1/10 advance reconciliation	October 5
6	October Expenditure Report + 1/10 advance reconciliation	November 5
7	November Expenditure Report + 1/10 advance reconciliation	December 5
8	December Expenditure Report + 1/10 advance reconciliation	January 5
9	January Expenditure Report + 1/10 advance reconciliation	February 5
10	February Expenditure Report + 1/10 advance reconciliation	March 5
11	March Expenditure Report + 1/10 advance reconciliation	April 5
12	April Expenditure Report + 1/10 advance reconciliation	May 5
13	May Expenditure Report + 1/10 advance reconciliation	June 5
14	June Expenditure Report+ 1/10 advance reconciliation	July 5
15	Final Expenditure and Request for Payment	July 31
16	Close Out Report	August 15

Legend: * Advance based on projected cash need.

Note 1: All advance payments made to the Contractor shall be returned to the Alliance as follows: One-tenth of the advance payment received shall be reported as an advance recoupment on each Request for Payment, starting with report #5. The adjustment shall be recorded in Part C, Line 1 of the report (Attachment IX).

Note 2: 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.

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 105L
Revised 5/4/12

ATTACHMENT X

**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# _____
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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

Title: Department of Elder Affairs Programs & Services Handbook

Department of Elder Affairs Programs & Services Handbook
<http://www.allianceforaging.org> (see Providers/Program Documents) or
<http://elderaffairs.state.fl.us/doea/nois.php> (notices of instructions)

ATTACHMENT C

Alliance for Aging, Inc.

Aging and Disability Resource Center/Elder Helpline

AGING AND DISABILITY RESOURCE CENTER (ADRC) – OUTSOURCED FUNCTIONS

- I. **If applicable, the contractor 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 for all registered services in accordance with DOEA requirements.
 - C. Adhere to prioritization and targeting policy as set forth in the DOEA Programs and Services Handbook, as applicable.
 - D. Ensure the Contractor's Disaster Plan reflects ADRC Outsourced Functions, annually or as needed to incorporate ADRC outsourced functions.
 - E. Ensure against conflicts of interest and inappropriate self-referrals by referring consumers in need of options counseling or long-term care services beyond the contractor's scope of services to the Aging and Disability Resource Center.
 - F. Ensure that services provided are in the clients' best interest, are the most cost effective, of high quality, and are responsive and appropriate to the assessed needs.

The Assessed Priority Consumer List (APCL) is maintained when services funded by the department are not available. Contractor of registered services for Alzheimer's Disease Initiative (ADI), Local Services Program (LSP), and Older Americans Act (OAA) must maintain waiting lists in the CIRTS database for registered services when funding is not available. For a list of Registered Services, refer to Appendix A of the DOEA Programs and Services Handbook.

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

Creation Date: March 5, 2008
Revision Date: May 2017
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 registered services funded through ADI, OAA, and LSP programs.

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.
3. The ADRC Contracted Provider will determine the appropriate funding source(s) that provides the needed services.
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 program for which the provider is funded, 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 in CIRTS will be updated with appropriate information].
9. ADRC Contracted Provider will inform caller that they will receive an annual re-assessment based on DOEA Wait List Reassessment Standards and encourage caller to contact the ADRC Elder Helpline with any questions.

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

Creation Date: March 5, 2008
Revision Date: May 2017
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 annual reassessments based on DOEA Wait List Reassessment Standards.
2. If there is no current 701A or B in CIRTS, the provider will conduct the annual reassessment (701s) as appropriate. Based on the information provided via the 701S/A(B) assessment, the 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. If a significant change has occurred prior to the annual re-screening, the Contracted Provider must re-screen. Definitions and examples of significant change are documented in the DOEA Programs & Services Manual Chapter 2.
4. If the caller is in need of a service(s) that is not provided by the 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. The caller will be informed of the services and funding sources that the wait list for and/or have been removed from the wait list for.
5. 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.
6. 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 and 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: May 2017

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 client's 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.

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

Creation Date: March 5, 2008
Revision Date: February 2013
Review Date: May 2017

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.



BACKGROUND SCREENING Affidavit of Compliance - Employer

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

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

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address City State ZIP code

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

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

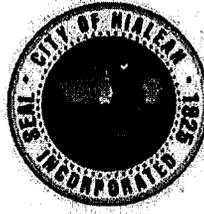
Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

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

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

DOEA Form 230, Affidavit of Compliance - Employer, Effective September 21, 2017
Form available at: <http://elderaffairs.state.fl.us/english/backgroundscreening.php> Section 435.05(3), F.S.



Master Contract
Between Alliance for Aging, Inc. and the
City of Hialeah for 2017-2023

E

ALLIANCE FOR AGING, INC.
MASTER CONTRACT FOR
FEDERAL AND STATE PROGRAMS

THIS MASTER CONTRACT is entered into between the Alliance for Aging, Inc. (Alliance) and City of Hialeah (Contractor), and collectively referred to as the "Parties".

1. **Purpose of Contract:**

The purpose of this Master Contract is to establish the Department of Elder Affairs (Department) and the Alliance's standard terms and conditions for services provided in any contract or agreement incorporating this Master Contract by reference including all attachments, forms and exhibits, which constitute the contract document.

The Contractor agrees to provide the services specified in the CCE, HCE, LSP, and ADI contracts or agreements incorporating this Master Contract during the period this contract is in effect.

The Contractor agrees that this Master Contract covers all services provided by the Contractor under contracts or agreements with the Alliance which incorporate this Master Contract by reference.

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

All contracts or agreements including attachments, proposal(s), solicitation(s), state plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals or desk books executed between the Contractor and the Alliance shall incorporate this Master Contract by reference and be subject to the conditions set forth in this Master Contract for the duration of the contract period(s). Any and all contracts or agreements executed between the Contractor and the Alliance during the effective period of this Master Contract will incorporate this Master Contract by reference and shall be governed in accordance with the applicable laws, statutes, and other conditions set for in this Master Contract.

3. **Term of Master Contract:**

This Master Contract will become binding at twelve (12:00) A.M., Eastern Standard Time on July 1, 2017 or on the date the Master Contract has been signed by the last Party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time June 30, 2023.

4. **Compliance with Federal Law:**

4.1 If any contract and agreement contains federal funds this section shall apply.

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

4.1.2 If the contract and agreement contains federal funds and is over \$100,000.00, the Contractor 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 Contractor shall report any violations of the above to the Alliance.

4.1.3 The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with any contract and agreement to influence legislation or appropriations pending before the Congress or any State Legislature. .

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

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

- 4.2 The Contractor 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 violations will be cause for unilateral cancellation of this Master Contract and any/all contracts or agreements by the Alliance.
 - 4.3 If the Contractor is a non-profit contractor and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Alliance in writing within thirty (30) days of receiving the IRS notice of revocation.
 - 4.4 The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
 - 4.5 Unless exempt under 2 CFR 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.
 - 4.6 To comply with Presidential Executive Order 12989, as amended, and State of Florida Executive Order Number 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Contractor during the contract or agreement term. The Contractor shall include in related subcontracts a requirement that Subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the Subcontractor during any contract or agreement term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
5. Compliance with State Law:
- 5.1 This Master Contract and all contracts or agreements incorporating this Master Contract by reference 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.
 - 5.2 The Contractor shall comply with requirements of s. 287.058, F.S. as amended.
 - 5.2.1 The Contractor shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Master Contract and all contracts or agreement incorporating this Master Contract, which the Contract Manager must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2). Expenditures must be in compliance with laws, rules, regulations, including, but not limited to the Reference Guide for State Expenditures
 - 5.2.2 The Contractor shall perform all tasks contained in all contracts or agreements incorporating this Master Contract.
 - 5.2.3 The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
 - 5.2.4 If itemized payment for travel expenses is permitted in any contract or agreement incorporating this Master Agreement by reference, the Contractor 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 Master Contract and any contract or agreement incorporating this Master Contract by reference.
 - 5.2.5 The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Contractor in conjunction with any contract or agreement incorporating this Master Contract, except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract or agreement for which the Alliance may unilaterally terminate the Master Contract and any contract or agreement incorporating the Master Contract.
 - 5.3 If clients are to be transported under any contract or agreement incorporating this Master Contract by reference, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, F.A.C.
 - 5.4 Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.
 - 5.5 The Contractor 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.
 - 5.6 In accordance with s. 287.135 F.S., any Contractor on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (Lists), created pursuant to s. 215.473 F.S., is

ineligible to enter into or renew a contract or agreement with the Alliance for goods or services of \$750,000.00 or more. Pursuant to s. 287.135 F.S., the Alliance may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference if the Contractor is found to have submitted a false certification of its status on the Lists or has been placed on the Lists. Further, the Contractor is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification.

6. **Background Screening:**

6.1 The Contractor 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 Contractor 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. To demonstrate compliance with this provision, Contractor shall submit to the Department, the Background Screening Affidavit of Compliance (Screening Form) upon thirty (30) days of execution of this contract. Should the Alliance have a completed Screening Form on file for the Contractor, a new Screening Form will be required every twelve (12) months

6.2 Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doc/backgroundscreening.php>.

7. **Grievance and Complaint Procedures:**

7.1 **Grievance Procedures:**

The Contractor shall develop, implement, and comply with and ensure subcontractor compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D of the Department of Elder Affairs Programs and Services Handbook, to process and resolve client dissatisfaction with or denial of service(s) and address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, will provide for notice of the grievance procedure and an opportunity for review of the subcontractors determination(s).

7.2 **Complaint Procedures:**

The Contractor shall develop and implement complaint procedures and ensure that Subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D of the 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.

8. **Public Records and Retention:**

8.1 If, under any contract or agreement incorporating this Master Contract by reference, the Contractor is providing services and is acting on behalf of the Alliance and the Department as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

- a) Keep and maintain public records required by the Alliance and the Department to perform the contracted services and those that ordinarily and necessarily would be required by the public agency in order to perform the services.
- b) Upon request from the public, the Alliance or the Department's custodian of public records, provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, 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 for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Alliance.
- d) Upon completion of the contract, or upon termination or expiration of any contract or agreement incorporating this Master Contract by reference the Contractor will either transfer, at no cost to the Alliance all public records in possession of the Contractor or will keep and maintain public records required by the Alliance or the Department. If the Contractor transfers all public records to the Alliance upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Alliance in a format that is compatible with the information technology systems of the Alliance.

8.2 The Alliance may unilaterally cancel this Master Contract, and any contract or agreement incorporating this Master Contract by reference, notwithstanding any other provisions of this Master Contract, for refusal by the Contractor to comply with Section 8 of this Master Contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract or agreement incorporating this Master Contract by reference, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and

Section 119.07(1), Florida Statutes.

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

**Public Records Coordinator
Florida Department of Elder Affairs
4040 Esplanade Way
Tallahassee, Florida 32309
850-414-2342
doeapublicrecords@elderaffairs.org**

9. **Audits, Inspections, Investigations:**
- 9.1 The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Alliance under any contract or agreement incorporating this Master Contract by reference. Contractor(s) shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under any contract or agreement which incorporates this Master Contract by reference. Whenever appropriate, financial information should be related to performance and unit cost data.
 - 9.2 The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to any contract or agreement which incorporates this Master Contract by reference for a period of six (6) years after completion of the contract or agreement incorporating this Master Contract by reference or longer when required by law. In the event an audit is required for any contract or agreement incorporating this Master Contract by reference, 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 any contract or agreement incorporating this Master Contract by reference, at no additional cost to the Alliance.
 - 9.3 Upon demand, at no additional cost to the Alliance, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
 - 9.4 The Contractor shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Alliance.
 - 9.5 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 Part 75, will be allowed full access to and the right to examine any of the Contractor's contracts or agreements, related records and documents pertinent to any contract or agreement, regardless of the form in which it is kept.
 - 9.6 The Contractor shall provide a financial and compliance audit to the Alliance as specified in this Master Contract and in ATTACHMENT II and ensure that all related third-party transactions are disclosed to the auditor.
 - 9.7 The Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055(5), F.S. By execution of this Master Contract and any contract or agreement incorporating the Master Contract by reference, the Contractor understands and will comply with this subsection.
10. **Nondiscrimination-Civil Rights Compliance:**
- 10.1 The Contractor shall execute assurances that it will not discriminate against any person in the provision of services or benefits under any contract or agreement incorporating this Master Contract by reference or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all Contractors, Subcontractors, Sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
 - 10.2 During the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist (ATTACHMENT B)

- 10.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through any contract or agreement incorporating this Master Contract by reference. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 10.4 If any contract or agreement incorporating this Master Contract by reference contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the 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.

11. Monitoring by the Alliance:

- 11.1 The Contractor shall permit persons duly authorized by the Alliance to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to any contract or agreement which incorporate this Master Contract by reference, and to interview any clients, employees and Subcontractor employees of the Contractor to assure the Alliance of the satisfactory performance of the terms and conditions of any contract or agreement which incorporate this Master Contract by reference. Following such review, the Alliance will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a Corrective Action Plan (CAP). The Contractor hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Contract Manager.
- 11.2 The Alliance will perform administrative, fiscal, and programmatic monitoring of the provider to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The contractor 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. Examples of review criteria are surplus/deficit reports, independent audits, internal controls, reimbursement requests, subcontractor monitoring, targeting, program eligibility, outcome measures, service provision to clients, data integrity, client satisfaction, and client file reviews.
- 11.3 Service Cost Reports –The Contractor shall submit Service Cost Reports to the Alliance annually, but no later than ninety (90) calendar days after the contract year ends. The Service Cost Reports shall reflect actual costs of providing each service by program for the preceding contract year. If the Contractor desires to renegotiate its reimbursement rates, the Contractor shall make a request in writing to the Alliance in accordance with the Alliance's approved Reimbursement Rate Review Policy, which is incorporated by reference.

12. Provision of Services:

The Contractor shall provide services in the manner to be described in subsequent contracts or agreements incorporating this Master Contract by reference.

13. Coordinated Monitoring with Other Agencies:

If the Contractor 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 any contract or agreement incorporating this Master Contract by reference, 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 Contractor shall comply and cooperate with all monitors, inspectors, or investigators.

14. Indemnification:

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

15. Insurance and Bonding:

- 15.1 Contractor must provide continuous adequate liability insurance and worker's compensation insurance coverage, during the existence of any contract or agreement incorporating this Master Contract by reference, and during any renewal(s) or extension(s) of it. 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 Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide

reasonable financial protections for the Contractor and the clients to be served under any contract or agreement incorporating this Master Contract. Upon execution of this Master Contract, the Contractor shall furnish the Alliance written verification supporting both the determination and existence of such insurance coverage. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract or agreement incorporating this Master Contract by reference. The Contractor shall ensure that the Alliance has the most current written verification of insurance coverage throughout the term of any contract or agreement incorporating this Master Contract by reference. 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 as specified by any contract or agreement incorporating this Master Contract by reference.

- 15.2 Throughout the term of any contract or agreement incorporating this Master Contract by reference, the Contractor must maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Contractor, authorized to handle funds received or disbursed under all contracts or agreements incorporating this Master Contract by reference, in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.
16. **Confidentiality of Information:**
The Contractor shall not use or disclose any information concerning a recipient of services under any contract or agreement for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.
17. **Health Insurance Portability and Accountability Act:**
Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
18. **Incident Reporting:**
 - 18.1 The Contractor shall notify the Alliance immediately but no later than forty-eight (48) hours from the Contractor's awareness or discovery of conditions that may materially affect the Contractor or Subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporate this Master Contract by reference. Such notice shall be made orally to the Contract Manager (by telephone) with an email to immediately follow.
 - 18.2 The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon the Contractor, Subcontractors, and their employees.
19. **New Contract(s) Reporting:**
The Contractor shall notify the Alliance within ten (10) days of entering into a new contract or agreement with any of the five (5) state human service agencies. The notification shall include the following information: (1) contracting state agency and the applicable office or program issuing the contract; (2) contract name and number; (3) contract 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 contact information. In complying with this provision, and pursuant to s. 287.0575, F.S. as amended, the Contractor shall complete and provide the information in ATTACHMENT D, Provider's State Contract List.
20. **Bankruptcy Notification:**
During the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall immediately notify the Alliance if the Contractor, its Assignees, Subcontractor's or Affiliates files a claim for bankruptcy. Within ten (10) days after notification, the Contractor 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.
21. **Sponsorship and Publicity:**
 - 21.1 As required by s. 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through any contract or agreement incorporating this Master Contract by reference, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by City of Hialeah, The Alliance for Aging, Inc., and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Alliance for Aging, Inc." and "State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.
 - 21.2 The Contractor shall not use the words "Alliance for Aging, Inc." or "The State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Alliance prior to use.

22. Assignments:

- 22.1 The Contractor shall not assign the rights and responsibilities under any contract or agreement incorporating this Master Contract by reference without the prior written approval of the Alliance, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Alliance will constitute a material breach of the contract or agreement.
- 22.2 All contracts or agreements incorporating this Master Contract by reference shall remain binding upon the successors in interest of either the Contractor or the Alliance.

23. Subcontracts:

- 23.1 The Contractor is responsible for all work performed and for all commodities produced pursuant to any contract or agreement incorporating this Master Contract by reference, whether actually furnished by the Contractor or its Subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Alliance deems necessary. The Contractor further agrees that the Alliance will not be liable to the Subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Alliance against any such claims.
- 23.2 The Contractor shall promptly pay any Subcontractors upon receipt of payment from the Alliance or other state agency. Failure to make payments to any Subcontractor in accordance with s. 287.0585, F.S., unless otherwise stated in the contract or agreement incorporating this Master Contract by reference between the Contractor and Subcontractor, will result in a penalty as provided by statute.
- 23.3 The Contractor shall programmatically monitor, at least once per year, each of its Subcontractors, Subrecipients, Vendors, and/or Consultants. The Contractor shall perform programmatic monitoring to ensure contractual compliance, and programmatic performance and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met; the budget and scope of work are accomplished within the specified time periods, and other performance goals. The Contractor shall also perform fiscal and administrative monitoring for all subcontractors to ensure fiscal accountability.
- 23.4 The Contractor 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 2 Code of Federal Regulations (CFR) Part 200, 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's Program and Services Handbook.
- 23.5 The Contractor shall dedicate the staff necessary to meet the obligations of this contract and ensure that subcontractors dedicate adequate staff, accordingly. The provider shall ensure that staff responsible for performing any duties or functions within this contract has the qualifications as specified in the Department's Programs and Services Handbook.

24. Funding Obligations:

- 24.1 The Alliance acknowledges its obligation to pay the Contractor for the performance of the Contractor's duties and responsibilities set forth in any contract or agreement incorporating this Master Contract by reference.
- 24.2 The Alliance shall not be liable to the Contractor for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any contract or agreement executed between the parties, which incorporates this Master Contract by reference, including but not limited to terms, governing the Contractor's promised performance and unit rates and/or reimbursement capitations specified.
- 24.3 The Alliance shall not be liable to the Contractor for any expenditures which are not allowable costs as defined in 2 CFR Part 200 and 45 CFR Part 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.
- 24.4 The Alliance shall not be liable to the Contractor for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any contract or agreement incorporating this Master Contract by reference.

25. Independent Capacity of Contractor:

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

26. **Payment:**
- 26.1 Payments shall be made to the Contractor as services are rendered and invoiced by the Contractor. 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, incorporating this Master Contract by reference, unless the bid specifications, purchase order, or the contract specify otherwise. The approved invoice will be submitted to the Alliance's fiscal department for budgetary approval and processing.
- 26.2 The Contractor shall maintain documentation to support payment requests which shall be available to the Department of Financial Services, the Department, or the Alliance upon request. Invoices must be submitted in sufficient detail for a proper pre audit and post audit thereof. The Contractor shall comply with all state and federal laws governing payments to be made that are applicable to the contracts incorporating this Master Contract by reference, including, but not limited to the following: section 216.181(16)(a) & (b), F. S., regarding advances; (b) Rule 691-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and (c) the Invoice Requirements of the Reference Guide for State Expenditures from the Department of Financial Services at http://www.myfloridabid.com/audit/reference_guide/reference_guide_for_state_expenditures.pdf.
- The Contractor shall maintain detailed documentation to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables, for contracts incorporating this Master Contract by reference, including paid sub-contractor invoices, and will be produced upon request by the Alliance. The Contractor shall only request reimbursement for allowable expenses as defined in the laws and guiding circulars cited in this Master Contract sections 4 and 5, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable.
- 26.3 The Contractor and Subcontractors shall provide units of deliverables, including reports, findings, and drafts as specified in the contracts and attachments which incorporate this Master Contract by reference to be received and accepted by the Alliance prior to payment.
27. **Return of Funds:**
- The Contractor 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 Master Contract by reference that were disbursed to the Contractor by the Alliance. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Alliance. In the event that the Alliance first discovers an overpayment has been made, the Contract Manager will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after Alliance notification or Contractor discovery.
28. **Data Integrity and Safeguarding Information:**
- The Contractor shall ensure an appropriate level of data security for the information the Contractor is collecting or using in the performance of any contract or agreement incorporating this Master Contract by reference. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall ensure all Subcontractors maintain written procedures for computer system backup and recovery.
29. **Computer Use and Social Media Policy:**
- The Department of Elder Affairs has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, OPS and volunteers, including all personnel affiliated with third parties, such as, but not limited to, the Alliance and vendors. 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/doew/financial.php>
30. **Conflict of Interest:**
- The Contractor shall establish safeguards to prohibit employees, board members, management and Subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or Subcontractor shall participate in selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor or Subcontractors officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors, or parties to subcontracts. The Contractors board members and management must disclose to the 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 any contract incorporating this Master Contract by reference. The Contractors employees and

Subcontractors must make the same disclosures described above to the Contractors Board of Directors. Compliance with this provision will be monitored.

31. Public Entity Crime:

Pursuant to 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 or agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract or agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017(2), F.S., for Category Two for a period of 36 months following the date of being placed on the convicted vendor list. If the Contractor 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.

32. Purchasing:

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

32.2 The Contractor may procure any recycled products or materials, which are the subject of or are required to carry any contract or agreement incorporating this Master Contract by reference, in accordance with the provisions of s. 403.7065, F.S.

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

33. Patents, Copyrights, Royalties:

33.1 If any contract or agreement incorporating this Master Contract by reference 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 any contract or agreement incorporating this Master Contract by reference, the Contractor shall refer the discovery, invention or material to the Alliance to be referred to the Department. Any and all patent rights or copyrights accruing under any contract or agreement incorporating this Master Contract by reference are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to s. 287.0571 (5)(k), as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in any contract or agreement incorporating this Master Contract by reference.

33.2 If the primary purpose of any contract or agreement incorporating this Master Contract by reference is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this section 33.

33.3 If any contract or agreement incorporating this Master Contract by reference is awarded solely federal funding, the terms and conditions are governed by 2 CFR Part 200.315.

34. Emergency Preparedness and Continuity of Operations:

The Contractor 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 Contractor shall notify the Alliance of emergency provisions.

In the event a situation results in a cessation of services by a sub-contractor, the Contractor shall retain responsibility for performance under any contract incorporating this Master Contract by reference and must follow procedures to ensure continuity of operations without interruption.

35. Equipment:

35.1 Equipment means: (a) an article of nonexpendable, tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$1,000.00 or more per unit, and expected useful life of at least one year; and

- hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].
- 35.2 Contractors and Subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; and, (b) a procedure for conducting a physical inventory of equipment at least once every two years. (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Alliance upon request. The Contractor shall promptly investigate, fully document and notify the Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Contract Manager.
- 35.3 The Contractor's property management standards for equipment acquired with Federal funds and federally- owned equipment shall include accurately maintained equipment records with the following information:
- (1) A description of the equipment;
 - (2) Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
 - (3) Source of the equipment, including the award number;
 - (4) Whether title vests in the Contractor or the federal government;
 - (5) Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
 - (6) Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
 - (7) Location and condition of the equipment and the date the information was reported;
 - (8) Unit acquisition cost; and
 - (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.
- 35.4 Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 must be prior approved by the Alliance in writing and is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor, subject to the conditions of 2 CFR Part 200 Administrative Requirements. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by any contract or agreement incorporating this Master Contract by reference, or identified in the sub-agreements with Subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.0017, F. A. C. or Title 45 CFR Part 75.
- 35.5 The Contractor shall not dispose of any equipment or materials provided by the Alliance, or purchased with funds provided through any contract or agreement incorporating this Master Contract by reference without first obtaining the approval of the Contract Manager. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the respective Contract Manager. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 35.6 The Contract Manager will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR Part 200.313.
- 35.7 Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under any contract or agreement incorporating this Master Contract by reference without the prior approval of the Alliance. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Sec. 3030b United States Code (USC). Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of section 216.348, F.S.
- 35.8 Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 35.9 The Contractor must adhere to the Alliance's procedures and standards when purchasing Information Technology Resources (ITR) as part of any contract or agreement incorporating this Master Contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the Alliance upon request. The Contractor has the responsibility to require any Subcontractors to comply with the Alliance's ITR procedures.

36. PUR 1000 Form:
The PUR 1000 Form is hereby incorporated by reference and available at:
http://www.myflorida.com/aps/vbs/doioc/17740_PUR1000.pdf
- In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement incorporating this Master Contract by reference, the terms or conditions of the contract or agreement shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.
37. Use of State Funds to Purchase or Improve Real Property:
Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.
38. Dispute Resolution:
Any dispute concerning performance of any contract or agreement incorporating this Master Contract by reference shall be decided by the Alliance, which shall reduce the decision to writing and serve a copy on the Contractor.
39. Financial Consequences of Non-Performance:
- 39.1 If the Contractor fails to meet the minimum level of service or performance identified in any contract or agreement incorporating this Master Contract by reference, 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 or agreement suspension, refusing payment, withholding payments until the deficiency is cured, tendering only partial payments, and/or cancellation of any contract or agreement and reacquiring services from an alternate source.
- 39.2 The Contractor will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Alliance.
40. No Waiver of Sovereign Immunity:
Nothing contained in any contract incorporating this Master Contract by reference is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.
41. Venue:
If any dispute arises out of any contract incorporating this Master Contract by reference, the venue of such legal recourse will be Miami-Dade County, Florida.
42. Entire Contract:
This Master Contract and/or any contract incorporating this Master Contract by reference, 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 Contractor unless expressly contained herein or by a written subsequent contract and/or amendment to this Master Contract signed by both Parties.
43. Force Majeure:
The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.
44. Severability Clause:
The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable the other provisions are severable to that void provision and shall remain in full force and effect.
45. Condition Precedent to Contract Appropriations:
The Parties agree that the 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.
46. Addition/Deletion:
The Parties agree that the Alliance reserves the right to add or to delete any of the services required under any contract incorporating this Master Contract by reference when deemed to be in the Alliance and/or the State of Florida's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.
47. Waiver:
The delay or failure by the Alliance to exercise or enforce any of its rights under this Master Contract and any contract incorporating this Master Contract by reference 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.

48. Compliance:

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

49. Final Invoice:

The Contractor shall submit the final invoice for payment to the Alliance as specified in any contract incorporating this Master Contract by reference. If the Contractor fails to submit final request for payment as specified in any contract, then all rights to payment may be forfeited and the Alliance may not honor any requests submitted. Any payment due under the terms of any contract incorporating this Master Contract by reference may be withheld until all reports due from the Contractor and necessary adjustments thereto have been approved by the Alliance.

50. Modification:

Modifications of the provisions of any contract and this Master Contract shall be valid only when they have been reduced to writing and duly signed by both parties.

51. Suspension of Work:

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

52. Termination:

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

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

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

53. Successors

This contract shall remain binding upon the successors in interest of either the Alliance or the provider, subject to the assignment

provisions in Section 22 above.

54. Electronic Records and Signature:

54.1 The Alliance authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Master Contract and any contract(s) or agreement(s) which incorporate this Master Contract by reference. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, s. 668.50, F.S. All electronic records must be fully auditable; are subject to Florida's Public Records Law, chapter 119, F.S.; must comply with section 28, Data Integrity and Safeguarding information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by any contract or agreement incorporating this Master Contract by reference.

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

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

55. Special Provisions:

The Contractor agrees to the following provisions:

55.1 Investigation of Criminal Allegations:

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

55.2 Volunteers:

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

55.3 Enforcement:

55.3.1 The Alliance may, without taking any intermediate measures available to it against the Contractor, rescind the contract, if the Alliance finds that:

55.3.2 An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Master Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;

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

55.3.4 The Contractor 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 Contractor has committed or repeated violations of the Alliance or the Department standards;

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

55.3.6 The Contractor has failed to adhere to the terms of any contract or agreement incorporating this Master Contract by reference.

55.3.7 In the alternative, the Alliance may, at its sole discretion, take immediate measures against the Contractor, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Contractor on probationary status, imposing a moratorium on Contractor

action, imposing financial penalties for nonperformance, or other administrative action.

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

55.5 Use of Service Dollars:

The Contractor will optimize the use of contract funds by serving the maximum possible number of individuals with the services allowed by each contract incorporating this Master Contract by reference. The Contractor will spend all funds provided by this contract to provide such services.

55.6 Surplus/Deficit Report:

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Alliance to the Alliance's Contract Manager in conjunction with the required monthly billing submission. This report is for all contracts or agreements incorporating this Master Contract by reference between the Contractor and the Alliance. The report will include the following:

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

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

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

55.6.4 Number of clients served and ADRC client contacts,

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

55.7 Training: The Contractor will attend all required trainings and meetings schedule by the Alliance.

56. **Contract Manager**

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

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

This Master Contract and its Attachments II, V, A, B, and C 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 Master 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 Master Contract to be executed by their undersigned officials as duly authorized.

ALLIANCE FOR AGING, INC.

City of Hialeah

SIGNED BY:

SIGNED BY:

NAME: Max B. Rothman, JD, LL.M.

NAME: Carlos Hernandez

TITLE: President & CEO

TITLE: Mayor

DATE:

06/30/17

DATE:

06/29/17

INDEX TO ATTACHMENTS

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Attachment V	ASSURANCES-NON-CONSTRUCTION PROGRAMS
Attachment A	DOEA HANDBOOK
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**ATTACHMENT II
FINANCIAL AND COMPLIANCE AUDIT**

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

I. MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

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

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

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

PART II: STATE FUNDED

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

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

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements

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of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

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

II. PART III: REPORT SUBMISSION

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

The Alliance at each of the following address:

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

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

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

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

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

The provider shall submit a copy of any management letter issued by the auditor, to the Alliance at the following address:

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

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

The Alliance at the following address:

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

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

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

III. PART IV: RECORD RETENTION

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

**ATTACHMENT II
FINANCIAL, AND COMPLIANCE AUDIT ATTACHMENT
EXHIBIT I**

PART I: AUDIT RELATIONSHIP DETERMINATION

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

In accordance with 2 CFR Part §200 and/or Rule 69I-5.006, FAC, Contractor has been determined to be:

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

NOTE: If a Contractor is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the Alliance to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, FAC [state financial assistance] and 2 CFR Part §200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR Part §200.400-.411 - Cost Principles*
- 2 CFR Part §200.100 -Administrative Requirements
- 2 CFR Part §200 Subpart F Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

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

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

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

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

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

ASSURANCES-NON-CONSTRUCTION PROGRAMS

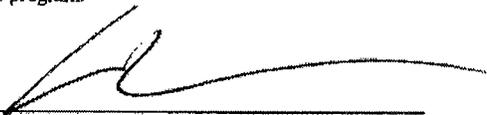
Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding 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. 290dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
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. s.470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. s.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 2CFR Part 200.
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.



Signature of Authorized Certifying Official

Carlos Hernandez

City of Hialeah

Mayor

Title

06/29/12

Date Submitted

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ATTACHMENT A

DEPARTMENT OF ELDER AFFAIRS PROGRAMS & SERVICES HANDBOOK

Department of Elder Affairs Programs & Services Handbook available at:
<http://www.allianceforaging.org/providers/program-documents/2012-doea-programs-services-handbook>

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

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

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

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

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

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

6. Is an Assurance of Compliance on file with DOEA? If N/A or NO, explain. N/A YES NO
-
7. Compare the staff composition to the population. Is staff representative of the population? If N/A or NO, explain. N/A YES NO
-
8. Compare the client composition to the population. Are race and sex characteristics representative of the population? If N/A or NO, explain. N/A YES NO
-
9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If N/A or NO, explain. N/A 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 N/A or NO, explain. N/A YES NO
-
11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If N/A or NO, explain. N/A YES NO
-

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12. Is the program/facility accessible to non-English speaking clients? If N/A or NO, explain. N/A YES NO
13. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal Written Poster If N/A or NO, explain. N/A YES NO
14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. N/A NUMBER

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

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. YES NO
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. YES NO
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 \$50,000.00 OR MORE.

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

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

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 Part 80. This is usually a standard part of the contract language for DOEAs recipients and their sub-grantees, 45 CFR 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3(b)(6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3(a) and 45 CFR 80.1(b)(2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3(b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3(a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3(a).
13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal

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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 widths and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.). 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52 (d).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

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

This Business Associate Agreement is dated 06/29/17, by the Alliance for Aging, Inc. ("Covered Entity") and City of Hialeah, ("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) (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. Subpart C 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 **Catch-all definition.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Access, Administrative Safeguards, Authentication, Availability, Breach, Confidentiality, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information (ePHI), Health Care Operations, Individual, Information System, Integrity, Malicious Software, Minimum Necessary, Notice of Privacy Practices, Password, Physical Safeguards, Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Subcontractor, Technical Safeguards, Unsecured Protected Health Information, and Use.
- 2.2 **ARRA.** The American Recovery and Reinvestment Act (2009)
- 2.3 **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, United Home Care Services.
- 2.4 **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Alliance for Aging, Inc.
- 2.5 **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
- 2.6 **HITECH.** The Health Information Technology for Economic and Clinical Health Act (2009)
- 2.7 All other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Rules.
- 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

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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 under Subpart C of 45 CFR Part 164, 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, but not later than ten (10) days following the discovery, 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.
- 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 Contracts as Part of Health Care Operations).
- 3.15 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).
- 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 as Required By Law, as well as to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in any and all contracts with Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- 5.0 **Specific Use and Disclosure Provisions.**
- 5.1 Except as otherwise limited in this agreement or any related agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 5.2 Except as otherwise limited in this agreement or any related agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 5.3 Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B), only when specifically authorized by Covered Entity.
- 5.4 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
- 6.0 **Obligations of Covered Entity.**
- 6.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI, by providing a copy of the most current Notice of Privacy Practices (NPP) to Business Associate 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 and HITECH 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 and HITECH shall be effective the later of February 17, 2010 or the effective

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date of the earliest contract entered into between covered entity and business associate that involves the use of PHI or ePHI.

- 8.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - (b) Immediately terminate this agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- 8.3 **Effect of Termination.** Except as provided in subparagraph (b) of this section, upon termination of this agreement, for any reason, Business Associate shall return all PHI and ePHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
- (a) This provision shall apply to PHI and ePHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI and ePHI.
 - (b) In the event that Business Associate or Covered Entity determines that returning the PHI or ePHI is infeasible, notification of the conditions that make return of PHI or ePHI infeasible shall be provided to the other party. Business Associate shall:
 - 1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 2. Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;
 - 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to the ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - 4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 5.0 "Specific Use and Disclosure Provisions" which applied prior to the termination; and
 - 5. Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- The obligations of Business Associate under this Section shall survive 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):

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

To Business Associate: City of Hialeah
501 Palm Avenue
Hialeah, FL 33010

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

- 15.0 **Governing Law.** The laws of the State of Florida, without giving effect to principles of conflict of laws, govern all matters arising under this agreement.
- 16.0 **Severability.** If any provision in this agreement is unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.
- 17.0 **Successors.** Any successor to Business Associate (whether by direct or indirect or by purchase, merger, consolidation, or otherwise) is required to assume Business Associate's obligations under this agreement and agree to perform them in the same manner and to the same extent that Business Associate would have been required to if that succession had not taken place. This assumption by the successor of the Business Associate's obligations shall be by written agreement satisfactory to Covered Entity.
- 18.0 **Entire Agreement.** This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements or policies relating thereto, except that this agreement does not limit the amendment of this agreement in accordance with section 10.0 of this agreement.

Covered Entity: Alliance for Aging, Inc.

By:

(signature)

Date:

6.30.17

Business Associate: City of Hialeah

By:

(signature)

Date:

06/29/17