

RESOLUTION NO. 2018-057

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, ACCEPTING A GRANT AWARD, FROM THE STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS, THROUGH ALLIANCE FOR AGING, INC. IN THE AMOUNT OF \$1,650,000.00 TO PROVIDE CONGREGATE MEALS AT SIX SITES THROUGHOUT THE CITY FOR ONE-YEAR COMMENCING JULY 1, 2018 AND ENDING ON JUNE 30, 2019; APPROVING AND RATIFYING A LOCAL SERVICES PROGRAM AGREEMENT BETWEEN ALLIANCE FOR AGING, INC. AND THE CITY OF HIALEAH, FLORIDA, EXECUTED BY THE MAYOR ON BEHALF OF THE CITY, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART OF HEREOF AS EXHIBIT "1"; AND FURTHER AUTHORIZING THE MAYOR OR HIS DESIGNEE ON BEHALF OF THE CITY TO EXECUTE ALL OTHER NECESSARY DOCUMENTS IN FURTHERANCE THEREOF.

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 administers and funds program services, and initiatives benefiting the elderly; and

WHEREAS, Alliance for Aging Inc., which promotes and advocates for the optimal quality of life of the elderly and their families, was designated by the State of Florida as the Area Agency for Miami-Dade and Monroe Counties to find programs and initiatives benefiting the elderly, administer the programs and services it funds and provide training technical assistance and support to the contracted agencies; and

WHEREAS, the City of Hialeah has been awarded a grant to provide congregate meals at six sites throughout the City in the amount of \$1,650,000.00; and

WHEREAS, the City desires to enter into a one-year grant agreement with Alliance for Aging, Inc. in furtherance thereof; and

WHEREAS, the City of Hialeah finds it the best interest of the health, safety, and welfare of the community to accept the grant award to benefit its elderly and enter into a new grant agreement accordingly.

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

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

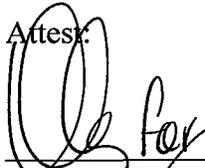
Section 2: The City of Hialeah, Florida hereby accepts a grant award from the State of Florida Department of Elder Affairs through Alliance for Aging Inc. in the amount of \$1,650,000.00 to provide congregate meals at six sites throughout the City for one-year commencing on July 1, 2018 and ending on June 30, 2019.

Section 3: The City of Hialeah, Florida hereby approves and ratifies a Local Services Program Agreement between Alliance For Aging, Inc. and the City of Hialeah, Florida, executed by the Mayor on behalf of the City, a copy of which is attached hereto and made a part of hereof as Exhibit "1", and further authorizes the Mayor or his designee on behalf of the City to execute all other necessary documents in furtherance thereof. All action taken to date by officers of the City in furtherance of the acceptance of the grant award and performance of this agreement is hereby approved, confirmed and ratified.

PASSED AND ADOPTED this 26 day of June, 2018.



Vivian Casals-Muñoz,
Council President

Attest:


Marbelys Fatjo, City Clerk

Approved on this _____ day of _____, 2018.



Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


Lorena E. Bravo, City Attorney

Resolution was adopted by a 7-0 vote with Councilmembers, Caragol, Zogby, Lozano, Casals-Munoz, Garcia-Martinez, Hernandez and Cue-Fuente voting "Yes".

LOCAL SERVICES PROGRAM CONTRACT**2018-2019 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**Effective Date:**

This contract shall begin at twelve (12:00) A.M., local time in Miami, FL on **July 1, 2018** or on the date the contract has been signed by both parties, whichever is later.

Delivery of services shall end at eleven fifty-nine (11:59) P.M., local time in Miami, FL on **June 30, 2019**. The Alliance will not reimburse the contractor for services provided after this date. However, the parties recognize that they will need to perform continued activities relating to reporting, invoicing and payment in July of 2019 to facilitate payment for services rendered by the contractor under this contract.

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 **\$1,650,000.00**, 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 Services Program – Meals Project	2018-2019	General Revenue	65009	\$1,650,000.00
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.

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:	Stan McNeese Vice President for Finance 760 NW 107th Avenue, Suite214 Miami, Florida 33172-3155
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 37 page contract, to be executed by their undersigned officials as duly authorized.

Contractor: City of Hialeah

ALLIANCE FOR AGING, INC.

SIGNED BY: _____

SIGNED BY: _____

NAME: **Carlos Hernandez** _____

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

TITLE: **Mayor** _____

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 Alliances' 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 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.

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. CIRTTS Data and Maintenance:

The Contractor shall ensure, on a monthly basis, collection and maintenance of client and service information in CIRTTS 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 DOE 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 CIRT Reports

The Contractor must run monthly CIRT reports and verify client and service data in the CIRT 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. CIRT Data Entries

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

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. Both lists are created pursuant to section 215.473, F.S.

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

If Contractor is unable to certify 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)

City of Hialeah

Contractor Date

501 Palm Avenue

(Street Address)

Hialeah, FL 33010-4789

(City, State, Zip code)

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**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 – Meals Project	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	\$5.14	217,917	\$1,120,095.40
Congregant 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	\$0.20	67,452	\$13,490.40
Home Delivered Meals – Hot	\$5.82	79,213	\$461,019.40
Home Delivered Meals - Emergency	\$5.00	1,000	\$5,000.00
Screening and 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 25
16	Close Out Report	August 5

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 106L Part B, Line 6)	\$0.00	\$0.00
3. TOTAL	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED		
1. Less Advance Applied	\$0.00	\$0.00
2. Contract Funds are Hereby Requested (Part B, Line 3 minus Part C, Line 1)	\$0.00	\$0.00
List of Services / Units / Rates provided - See attached report.		

DOEA FORM 106L
Revised 5/4/12

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 435.06(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