

FLORIDA DEPARTMENT OF ELDER AFFAIRS
CONTRACT
COMMUNITY CARE FOR THE ELDERLY PROGRAM

THIS CONTRACT is entered into between the State of Florida Department of Elder Affairs (Department) and Areawide Council on Aging of Broward County, Inc. (Contractor), and collectively referred to as the “Parties.” The term Contractor for this purpose may designate a Vendor, Subgrantee or Subrecipient.

WITNESSETH THAT:

WHEREAS, 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 of the Department.

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. Incorporation of Documents within the Contract

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department handbooks, manuals or desk books and Master Contract number JM014, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

3. Term of Contract

This contract shall begin at twelve (12:00) A.M., Eastern Standard Time **July 1, 2016** or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **June 30, 2017**.

4. Contract Amount

The Department agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$6,180,239.00**, or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals

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

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

a.	The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road Sunrise, FL 33351
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Natasha Elfarghali, Fiscal Officer 5300 Hiatus Road Sunrise, FL 33351
c.	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	Edith Lederberg, Executive Director 5300 Hiatus Road Sunrise, FL 33351 954-745-9567
d.	The section and location within the Department where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Department of Elder Affairs Division of Financial Administration 4040 Esplanade Way, Suite 215 Tallahassee, FL 32399-7000
e.	The name, address, and telephone number of the Contract Manager for this contract is:	Grant Stoltzfus 4040 Esplanade Way, Suite 350I Tallahassee, FL 32399-7000 850-414-2085
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.		

7. All Terms and Conditions Included:

This contract and its Attachments, I – III, VI – X, F, K 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.

Contractor: AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.

**STATE OF FLORIDA,
DEPARTMENT OF ELDER AFFAIRS**

SIGNED BY: 

SIGNED BY: 

NAME: Deborah G. Rand

NAME: RICHARD PRUDOM

TITLE: President 3rd Vice President

TITLE: DEPUTY SECRETARY/CHIEF OF STAFF

DATE: 06-22-2016

DATE: 6/27/16

Federal Tax ID: 59-1529419 001

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*Attachments IV, V, and A – E, are included by reference in the Master Contract JM014, incorporated by reference.

ATTACHMENT I

FLORIDA DEPARTMENT OF ELDER AFFAIRS STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. Definitions of Terms

1. Contract Acronyms

Area Agency on Aging (AAA)
Adult Protective Services (APS)
Adult Protective Services Referral Tracking Tool (ARTT)
Corrective Action Plan (CAP)
Community Care for the Disabled Adult (CCDA)
Community Care for the Elderly (CCE)
Client Information and Registration Tracking System (CIRTS)
Department of Children and Families (DCF)
Florida Department of Elder Affairs (DOEA)/Department
Florida Statutes (F.S.)
Home Care for Disabled Adults (HCDA)
Notice of Instruction (NOI)
Planning and Service Area (PSA)
Summary of Programs and Services (SOPS)

2. Program Specific Terms

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

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

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

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

Area Plan Update: A revision to the Area Plan wherein the AAA enters CCE specific data in the CIRTS. An update may also include other revisions to the Area Plan as instructed by DOEA.

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

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

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

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

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

B. General Description

1. General Statement

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

2. Community Care for the Elderly Mission Statement

The CCE Program assists functionally-impaired elderly persons in living as independently as possible, in the least restrictive environment suitable to their needs. The program provides a continuum of care through the development, expansion, reorganization, and coordination of multiple community-based services.

3. Authority

The relevant authorities governing the CCE Program are:

- a. Rule 58C-1, Florida Administrative Code;
- b. Sections 430.201 through 430.207, F.S.; and
- c. The Catalog of State Financial Assistance (CSFA) Number 65010.

4. Scope of Service

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

5. Major Program Goal

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

C. Clients to be Served

1. General Description

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

2. Client Eligibility

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

- a. Be at least 60 years of age;
- b. Be functionally impaired as determined through the comprehensive assessment; and

- c. Not be dually enrolled in the CCE program and a Medicaid-capitated long-term care program.
- d. Be aging out as defined in Section I.A. 2. of this contract.

3. Targeted Groups

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

II. MANNER OF SERVICE PROVISION

A. Service Tasks

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

1. Client Eligibility Determination

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

2. Assessment and Prioritization of Service Delivery for New Clients

The Contractor shall ensure the following criteria are used to prioritize new clients for service delivery in the sequence below. It is not the intent of the Department to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

- a. DCF APS High Risk individuals: The Contractor shall ensure that pursuant to Section 430.205(5) (a), Florida Statutes, those elderly persons who are determined by DCF APS to be victims of abuse, neglect, or exploitation who are in need of immediate services to prevent further harm, and are referred by APS, will be given primary consideration for receiving CCE services. As used in this subsection, "primary consideration" means that an assessment and services must commence within 72 hours after referral to the Department or as established in accordance with local protocols developed between Department service contractors and APS. The Contractor shall follow guidelines for DCF APS High Risk referrals established in the APS Operations Manual, which is incorporated by reference.
- b. For DCF APS Low, Intermediate, and High Risk Referrals for individuals enrolled in a Medicaid long-term care program at the time of referral to the Contractor or Subcontractor, the Contractor shall:
 - (1) Ensure that the intake entity contacts and notifies the DCF APS protective investigator that the referral was not accepted because the referred individual is enrolled in a Medicaid long-term care program; and
 - (2) Ensure that the intake entity notes that the referred individual is enrolled in a Medicaid long-term care program in the ARTT as the reason for rejection.
- c. Imminent Risk individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within a month or very likely within 3 months.
- d. Aging Out individuals: Individuals receiving CCDA and HCDA services through the Department of Children and Families' Adult Services transitioning to community-based services provided through the Department when services are not currently available.
- e. Service priority for individuals not included in a., c., and d. above, regardless of referral source, will be determined through the 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. For individuals assessed at the same priority and risk of nursing home placement, priority will be given to applicants with the lesser ability to pay for services.

3. Referrals for Medicaid Waiver Services

- a. The Contractor must require Subcontractors, through the performance of the client assessment, to identify potential Medicaid eligible CCE clients and to refer these individuals for application for Medicaid Waiver services.
- b. The Contractor must require individuals who have been identified as being potentially Medicaid Waiver eligible to apply for Medicaid Waiver services in order to receive CCE services. These individuals may only receive CCE services while the Medicaid Waiver eligibility determination is pending. If the client is found ineligible for Medicaid Waiver services for any reason other than failure to provide required documentation, then the individual may continue to receive CCE services.
- c. The Contractor must advise individuals who have been identified as being potentially Medicaid Waiver eligible of the responsibility to apply for Medicaid Waiver services as a condition of receiving CCE services while the eligibility determination is being processed.

4. Program Services

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

B. Use of Subcontractors

If this contract involves the use of a Subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the Subcontractor. If any circumstance occurs that may result in a delay for a period of 60 days or more the initiation of the subcontract or the performance of the Subcontractor, the Contractor shall notify the Department's Contract Manager and the Department's Chief Financial Officer 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 Master Contract, the Department will not be responsible or liable for any obligations or claims resulting from such action.

1. Copies of Subcontracts

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

2. Monitoring the Performance of Subcontractors

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

C. Staffing Requirements

1. Staffing Levels

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

2. Professional Qualifications

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

3. Service Times

The Contractor shall ensure the availability of services listed in this contract at times appropriate to meet client service needs, at a minimum during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m.

D. Deliverables

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

1. Delivery of Service to Eligible Clients

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

a. Core Services for Programmatic Operation

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

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

b. Health Maintenance Services

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

- | | |
|--------------------------------|--------------------------------|
| (1) Adult Day Health Care; | (8) Nutrition Counseling; |
| (2) Emergency Alert Response; | (9) Occupational Therapy; |
| (3) Gerontological Counseling; | (10) Personal Care; |
| (4) Health Support; | (11) Physical Therapy; |
| (5) Home Health Aide; | (12) Skilled Nursing Services; |

- (6) Medication Management;
- (7) Mental Health
Counseling/Screening;

- (13) Specialized Medical Equipment,
Services and Supplies; and
- (14) Speech Therapy.

c. Other Support Services

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

- (1) Caregiver Training/Support;
- (2) Case Aid;
- (3) Case Management;
- (4) Intake;
- (5) Material Aid; and
- (6) Other services, as approved by the Department.

2. Services and Units of Services

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

3. Administrative Responsibilities

The Contractor shall provide management and oversight of CCE Program operations in accordance with the current DOEA Programs and Services Handbook and the Department-approved Contractor's Area Plan and Cost Analysis (**Attachment F**). Management and oversight of CCE program operations include the following:

- a. Develop a competitive solicitation process for allocation of CCE funds, including appeal procedures for handling disputes involving Lead Agency.
- b. Prepare and revise the area plan update.
- c. Designate appropriate and capable Lead Agencies and establish vendor agreements at the AAA level, when applicable for Lead Agency and CCE services according to manuals, rules and agreement procedures of DOEA.
- d. Provide technical assistance to Lead Agencies and vendors to ensure provision of quality services.
- e. Monitor and evaluate Lead Agencies, subcontractors and vendors for programmatic and fiscal compliance.
- f. Appropriately submit payments to subcontractors.
- g. Arrange in-service training for Lead Agencies at least annually.
- h. Establish procedures for handling recipient complaints concerning such adverse actions as service termination, suspension or reduction in services.
- i. Ensure compliance with Client Information and Registration Tracking System (CIRTS) regulations.
- j. Monitor performance objective achievements in accordance with targets set by the Department.
- k. Conduct client satisfaction surveys to evaluate and improve service delivery.

E. Reports

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

1. Area Plan Update and All Revisions Thereto

The Contractor is required to submit an annual Area Plan update wherein the Contractor enters CCE-specific data in the CIRTS. The Contractor may also be required to submit revisions to the Area Plan as instructed by the Department.

2. CIRTS Reports

The Contractor shall ensure timely input of CCE-specific data into CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS-generated reports which include the following:

- (a) Client Reports;
- (b) Monitoring Reports;
- (c) Services Reports;
- (d) Miscellaneous Reports;
- (e) Fiscal Reports;
- (f) Aging and Disability Resource Center Reports; and
- (g) Outcome Measurement Reports.

3. Service Cost Reports

The Contractor shall require subcontractors to submit Annual Service Cost Reports, which reflect actual costs of providing each service by program. This Annual Service Cost Report provides information for planning and negotiating unit rates.

4. Surplus/Deficit Report

The Contractor shall submit a Consolidated Surplus/Deficit Report, in a format provided by the Department to the DOEA Contract Manager, by the 25th of each month. This Consolidated Surplus/Deficit Report is for all agreements and contracts between the Contractor and the Department and must include the following:

- (a) A list of all subcontractors and their current status regarding surplus/deficit;
- (b) The Contractor's detailed plan on how the surplus/deficit spending exceeding the threshold specified by the Department will be resolved;
- (c) Recommendations to transfer funds to resolve surplus/deficit spending;
- (d) Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;
- (e) Number of clients currently on APCL that receive a priority ranking score of 4 or 5; and
- (f) Number of clients currently on the APCL designated as Imminent Risk.

5. Cost Analysis

In accordance with Florida Statutes 216.3475 and State of Florida Chief Financial Officer Memorandum No. 02 (released October 3, 2012), the Contractor will submit a completed DOEA Cost Analysis for Non-Competitively Procured Contracts in Excess of Category II identified as **ATTACHMENT F** by June 30, 2016. Instructions for completing the form are identified as **ATTACHMENT F, EXHIBIT 1**.

6. Program Highlights

The Contractor shall submit Program Highlights referencing specific events that occurred in SFY/FFY 2015-2016 by September 15, 2016. 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 Department.

F. Records and Documentation

1. The Contractor shall maintain documentation to support Requests for Payment that shall be available to the Department or authorized individuals, such as 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 Department. Maintenance includes accurate and current data, and valid exports and backups of all data and systems according to Department standards.
3. **Data Integrity and Back up Procedures**
Each Contractor shall anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of contractor functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location.
4. **Policies and Procedures for Records and Documentation**
The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors. These policies and procedures shall be made available to the Department upon request.

G. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

The Contractor must:

- a. Ensure the prioritization and service provision of clients in accordance with Section II.A.2. of this contract;
- b. Ensure the provision of the services described in this contract are in accordance with the current DOEA Programs and Services Handbook and Section II.A.1-4 of this contract;
- c. Timely submit to the Department all required documentation and reports described in Section II.E.; and
- d. Timely (in accordance with **Attachment VII**) and accurately submit to the Department **Attachments VIII, IX, X**, and supporting documentation.

2. Monitoring and Evaluation Methodology

The Department 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 Department's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Department in monitoring the progress of completion of the service tasks and deliverables. The Department may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled, and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor's reports;
- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;

- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and
- j. Other procedures as deemed necessary.

H. Contractor Responsibilities

1. Contractor Accountability

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

I. Department Responsibilities

1. Department Obligations

The Department will provide technical support to assist the Contractor in meeting the requirements of this contract.

2. Department Determinations

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

III. METHOD OF PAYMENT

A. Payment Methods Used

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

1. Fixed Fee/Unit Rate

Payment for Fixed Fee/Unit Rates shall not exceed amounts established in **ATTACHMENT K**, 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 K**. All Cost Reimbursement Requests for Payment must include the Receipt and Expenditure Report (**ATTACHMENT IX**), as well as the Cost Reimbursement Summary Form, (**ATTACHMENT X**), beginning with the first month of the contract. Reimbursement amounts for Administrative costs must be reflected on the Cost Reimbursement Summary Form and include only items contained on the Contractor's Cost Analysis Form (**ATTACHMENT F**).

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 require the approval of the DOE Contract Manager. The Contractor shall provide the DOE Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed. If sufficient budget is available, the Department will issue approved advanced payments after July 1st of the contract year.

- a. Any advanced payments the Contractor requested for subcontractors must be distributed within seven days of receipt of payment from the Department. The Contractor shall submit to the Department documentation to support full distribution of advanced funds with report number 5, due to the Department on October 25, 2016, in accordance with the **Invoice Schedule, ATTACHMENT VII**.
- b. All advanced payments retained by the Contractor must be fully expended no later than September 30, 2016. Any portion of advanced payments not expended must be recouped on the Invoice Schedule, report number 5, due to the Department on October 25, 2016, in accordance with the **Invoice Schedule, ATTACHMENT VII**.
- c. All advance payments made to the Contractor shall be reimbursed to the Department as follows: At least one-tenth of the advance payment received shall be reported as an advance recoupment on each Request for Payment, starting with report number five, in accordance with the **Invoice Schedule, ATTACHMENT VII**.

B. Funding Distribution

The Contractor agrees to distribute funds as detailed in the Area Plan update and the Annual Budget Summary, **ATTACHMENT VI**. Any changes in the total amounts of the funds identified on the Budget Summary form require a contract amendment.

C. Method of Invoice Payment

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

1. Have a Remittance Address that corresponds exactly to the “Remit To” address provided to MFMP during registration;
2. Request payment on a monthly basis for the units of services established in the Contractor’s approved Area Plan, provided in conformance with the requirements as described in the DOE Programs and Services Handbook, at the rates established in **ATTACHMENT K** of the contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. Reimbursement amounts for administrative costs must be reflected on the Cost Reimbursement Summary Form and include only items contained on the Contractor’s Cost Analysis Form (**ATTACHMENT F**). Any requested changes to the approved budget subsequent to the execution of the contract, must be submitted to the Contract Manager for approval. Any change to the total contract amount requires a formal amendment;
3. The Contractor shall consolidate all subcontractors’ Requests for Payment and Expenditure Reports that support Requests for Payment and shall submit to the Department using forms Request for Payment (**ATTACHMENT VIII**), Receipt and Expenditure Reports (**ATTACHMENT IX**), and Cost Reimbursement Summary (**ATTACHMENT X**) for services and Administrative expenses, which must include itemized expenditure categories; and
4. All Requests for Payment shall be based on the submission of monthly Expenditure Reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is **Invoice Schedule, ATTACHMENT VII**.

D. Payment Withholding

Any payment due by the Department under the terms of this contract may be withheld pending the receipt and approval by the Department 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.

E. Final Invoice Instructions

The Contractor shall submit the final Request for Payment to the Department no later than August 15, 2017.

F. CIRTIS Data Entries for Subcontractors

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

G. Subcontractors' Monthly CIRTIS Reports

The Contractor must require Subcontractors to run monthly CIRTIS reports and verify client and service data in the CIRTIS is accurate. This report must be submitted to the Contractor with the monthly request for payment and expenditure report and must be reviewed by the Contractor before the Subcontractor's request for payment and expenditure reports can be approved by the Contractor.

H. Corrective Action Plan

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

I. Financial Consequences

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

1. Delivery of services to eligible clients as referenced in Section II.A.2 and Section II.D.1 of this contract – Failure to comply with established assessment and prioritization criteria, as evidenced by CIRTIS 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 Department's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Department-approved CAP, referenced in Section III. H.

2. Services and units of services as referenced in Section II.D.2 of this contract – Failure to provide services in accordance with the current DOE A Programs and Services Handbook, the service tasks described in Section II.A, **ATTACHMENT K**, 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 Department's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Department approved CAP, referenced in Section III. H.
3. Administrative duties as referenced in Section II.D.3 of this contract – Failure to perform management and oversight of CCE 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 Department's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Department approved CAP, referenced in Section III. H.
4. Timely submission of a CAP – Failure to timely submit a CAP within 10 business days after notification of a deficiency by the DOE A 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 Department's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Department approved CAP, referenced in Section III. H.
5. Exceptions may be granted solely, in writing, by the DOE A contract manager.

IV. SPECIAL PROVISIONS

A. Final Budget and Funding Revision Requests

Final requests for budget revisions or adjustments to contract funds based on expenditures for provided services must be submitted to the DOE A Contract Manager in writing no later than June 30, 2017; email requests are considered acceptable.

B. Contractor's Financial Obligations

1. Matching, Level of Effort, and Earmarking Requirement

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

2. Cost Sharing and Co-Payments

The Contractor must ensure Subcontractors establish annual co-payment goals. The Contractor has the option to withhold a portion of the Subcontractor's request for payment if goals are not met according to the Department's co-payment guidelines, in accordance with the current DOE A Programs and Services Handbook, which is incorporated by reference. Co-payments include only the amounts assessed to consumers by Subcontractors or the amounts consumers opt to contribute in lieu of an assessed co-payment. The consumer's contribution must be equal to or greater than the assessed co-payment. Co-payments collected in the CCE Program can be used as part of the local match, as detailed above in Section IV.B.

3. Use of Service Dollars and Management of the Assessed Priority Consumer List

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

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

C. Remedies for Nonconforming Services

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

ATTACHMENT II

CERTIFICATIONS AND ASSURANCES

DOEA 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 45 CFR Part 74)**
- 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**
- 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 Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the 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 Department.
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 DOE 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 DOE 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.

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make

required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

4. The Contractor and any 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.

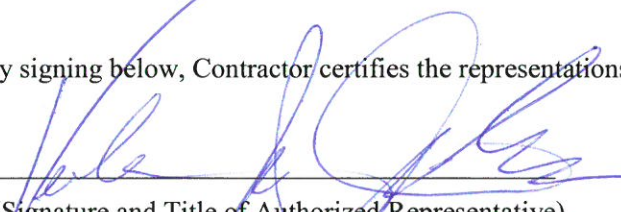
H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

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

The Contractor shall require that the language of this certification be included in all 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, and 215 (formerly OMB Circular A-110).

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

 3rd Vice President
 (Signature and Title of Authorized Representative)

Areawide Council on Aging
 of Broward County, Inc.

06-22-2016

Contractor

Date

5300 Hiatus Road

(Street)

Sunrise, FL 33351

(City, State, ZIP Code)

ATTACHMENT III FINANCIAL AND COMPLIANCE AUDIT

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

I. MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

In the event that the provider expends \$750,000.00 or more in federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 2 to this agreement indicates federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

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

If the provider expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to agreements with the Department shall be based on the agreement’s requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Department shall be fully disclosed in the audit report with reference to the Department of Elder Affairs agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with the Department in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider’s fiscal year end.

PART II: STATE FUNDED

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

In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 2 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

If the provider expends less than \$750,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the provider expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

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

The Department of Elder Affairs at each of the following addresses:

**Department of Elder Affairs
Attn: Grant Stoltzfus
4040 Esplanade Way, Suite 350I
Tallahassee, Florida 32399-7000**

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

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

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

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

**Department of Elder Affairs
Attn: Grant Stoltzfus
4040 Esplanade Way, Suite 350I
Tallahassee, Florida 32399-7000**

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

The Department of Elder Affairs at each of the following addresses:

**Department of Elder Affairs
Attn: Grant Stoltzfus
4040 Esplanade Way, Suite 350I
Tallahassee, Florida 32399-7000**

The Auditor General's Office at the following address:

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

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

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

III. PART IV: RECORD RETENTION

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

EXHIBIT 1**PART I: AUDIT RELATIONSHIP DETERMINATION**

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part §200.500, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients 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 is met. Providers 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, providers 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, provider 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 provider is determined to be a recipient/subrecipient 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-.5006, 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. Providers 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 – Cost Principles*
- 2 CFR Part §200.201 – Administrative Requirements**
- 2 CFR Part §200.500 – 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 §200.500 – 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 – Cost Principles*
- 2 CFR Part §200.100 – Administrative Requirements
- 2 CFR Part §200.500 – 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 92; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Providers 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.

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

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

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

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

GRANT AWARD (FAIN#): N/A		FEDERAL AWARD DATE:	
DUNS NUMBER: 039652961			
PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL FEDERAL AWARD			

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

FEDERAL FUNDS:

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Community Care for the Elderly	General Revenue	65010	\$6,180,239.00
TOTAL AWARD			\$6,180,239.00

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

STATE FINANCIAL ASSISTANCE:

Section 215.97, F.S., Chapter 69I-5, FL Admin Code, Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules and regulations.

ATTACHMENT VI
ANNUAL BUDGET SUMMARY
COMMUNITY CARE FOR THE ELDERLY PROGRAM

1. CCE Services	\$6,146,204.00
2. Administration Total	\$34,035.00
A. Salaries	\$30,496.00
B. Fringe Benefits:	\$3,539.00
3. Total	\$6,180,239.00

ATTACHMENT VII

INVOICE REPORT SCHEDULE

COMMUNITY CARE FOR THE ELDERLY

Report Number	Based On	Submit to State on this Date
1	July Advance*	July 1
2	August Advance*	July 1
3	July Expenditure Report	August 25
4	August Expenditure Report	September 25
5	September Expenditure Report	October 25
6	October Expenditure Report	November 25
7	November Expenditure Report	December 25
8	December Expenditure Report	January 25
9	January Expenditure Report	February 25
10	February Expenditure Report	March 25
11	March Expenditure Report	April 25
12	April Expenditure Report	May 25
13	May Expenditure Report	June 25
14	June Expenditure Report	July 25
15	Final Expenditure Report	August 15
16	Closeout Report	August 31

Legend: * Advance based on projected cash need.

- Note # 1: Report #1 for Advance Basis Agreements cannot be submitted to the Department of Financial Services (DFS) prior to July 1 or until the agreement with the Department has been executed and a copy sent to DFS. Actual submission of the vouchers to DFS is dependent on the accuracy of the expenditure report.
- Note # 2: Report numbers 5 through 14 shall reflect an adjustment of at least one-tenth of the total advance amount, on each of the reports, repaying advances issued the first two months of the agreement. The adjustment shall be recorded in Part C, 1 of the report (**ATTACHMENT VIII**).
- Note #3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Department, payment is to accompany the report.

ATTACHMENT VIII

REQUEST FOR PAYMENT
COMMUNITY CARE FOR THE ELDERLY

RECIPIENT NAME, ADDRESS, PHONE# and FEID# 	TYPE OF PAYMENT : Regular _____ Advance _____	This Request Period: From: _____ To: _____ Contract Period _____ Contract # _____ Report # _____ PSA # _____	
CERTIFICATION: I hereby certify to the best of my knowledge that this request or refund conforms with the terms and the purposes of the above contract.			
Prepared by: _____ Date: _____ Approved by: _____ Date: _____			
PART A: BUDGET SUMMARY	CCE Admin.	CCE Services	TOTAL
1. Approved Contract Amount	\$ 0.00	\$ 0.00	\$ 0.00
2. Previous Funds Received for Contract Period	\$ 0.00	\$ 0.00	\$ 0.00
3. Contract Balance (line 1 minus line 2)	\$ 0.00	\$ 0.00	\$ 0.00
4. Previous Funds Requested and Not Received for Contract Period	\$ 0.00	\$ 0.00	\$ 0.00
5. CONTRACT BALANCE (line 3 minus line 4)	\$ 0.00	\$ 0.00	\$ 0.00
PART B: CONTRACT FUNDS REQUEST			
1. Anticipated Cash Need (1st - 2nd months)	\$ 0.00	\$ 0.00	\$ 0.00
2. Net Expenditures For Month (DOEA Form 105C, Part B, Line 4)	\$ 0.00	\$ 0.00	\$ 0.00
3. TOTAL	\$ 0.00	\$ 0.00	\$ 0.00
PART C: NET FUNDS REQUESTED			
1. Less Advance Applied	\$ 0.00	\$ 0.00	\$ 0.00
2. TOTAL FUNDS REQUESTED (Part B Line 3, minus Part C Line 1)	\$ 0.00	\$ 0.00	\$ 0.00
List of Services / Units / Rates provided - See attached report.			

DOEA FORM 106C
Revised 5/4/12

ATTACHMENT IX

RECEIPT AND EXPENDITURE REPORT COMMUNITY CARE FOR THE ELDERLY

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

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

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

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

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

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

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

ATTACHMENT X

Cost Reimbursement Summary					
			Contract #		
		Report (invoice) Number:			
Budget Category	Description	Number of units	Service Date	Amount	
Administration					
	TOTAL ADMINISTRATION				\$0.00
	Expenses				
TOTAL EXPENSES				\$0.00	

ATTACHMENT F

DOEA Cost Analysis for Non-Competitively Procured Contracts in Excess of Category II

PSA #: _____

Contract #: _____

PROGRAM: _____

CONTRACT PERIOD: _____

TYPE OF SERVICE

1	2	Column 3	Column 4	Column 5	6	7	8
		(to be completed by Contractor)			(to be completed by DOEA)		
Budget Category		Line Item	Amount	% Allocated to this Agreement	Allowable	Reasonable	Necessary
Administration	a.	Salaries (List position titles and salaries below; add rows as necessary)					
		Sub-total Salaries					
	b.	Fringe Benefits					
	c.	Equipment					
	d.	Telephone & Utilities					
	e.	Travel					
	f.	Printing & Supplies					
	g.	Building Space					
	h.	Other (List below; add rows as necessary)					
		TOTAL ADMINISTRATION					
Services		Client Services (Attach details per instructions)					
		TOTAL SERVICES					
		CONTRACT TOTAL					

CERTIFICATION (to be signed by DOEA Contract Manager)

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. documentation is on file evidencing the methodology used and the conclusions reached.

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT F**Exhibit 1****INSTRUCTIONS: COST ANALYSIS FOR NON-COMPETITIVELY PROCURED
CONTRACTS IN EXCESS OF CATEGORY II**

The purpose of the ATTACHMENT F, Exhibit 1, is to document that costs in non-competitively procured contracts in excess of \$35,000 are allowable, reasonable and necessary.

Upon receipt of the form completed by the AAA, the DOEA contract manager will:

1. Evaluate each separate line item to determine whether the cost is allowable, reasonable and necessary.
 - a. To be allowable, a cost must be allowable pursuant to state and federal expenditure laws, rules and regulations and authorized by the agreement between the State and the Contractor.
 - b. To be reasonable, a cost must be evaluated to determine that the amount does not exceed what a prudent person would incur given the specific circumstances.
 - c. To be necessary, a cost must be essential to the successful completion of the program.
2. Place the Cost Analysis for Non-Competitively Procured Agreements in Excess of Category II form in the official file for this contract at the Department of Elder Affairs.
 - a. In accordance with the following instructions for this Attachment F, DOEA Cost Analysis For Non-Competitively Procured Contracts In Excess Of Category II worksheet, the Contractor must complete COLUMNS 3 and 4 AND ensure COLUMN 5 calculates accurately. This form is required for the original contract and for any amendment that affects the amount of compensation and/or the level of services provided.
 - b. Definition of Administrative Costs –
 - (1) Salaries/Wages: The charges to directly hire someone and put them on payroll.
 - (2) Fringe Benefits: The costs of health insurance, Social Security, Medicare, unemployment and other benefits paid on behalf of each employee. If fringe benefits will be based on a specified percentage, rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
 - (3) Equipment: Equipment means: (a) an article of nonexpendable, tangible personal property generally having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000 (federal funds); or (b) nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$1,000 or more per unit, and an 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 (state funds).
 - (4) Telephone and Utilities: Expenses such as utilities and telephone service costs.
 - (5) Travel: Expenses that are necessary, reasonable and allowable for carrying out the project. Travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved State travel voucher or electronic means and at the authorized meal, per diem and state mileage reimbursement rates.
 - (6) Printing and Supplies: Expenses such as office supplies, postage, and printing.
 - (7) Building Space: Costs related to lease or mortgage payments.
 - (8) Other Costs: Identify these by individual line item and include their associated costs.
 - c. Client Service costs should be documented via Area Agency on Aging Area Plans, Unit Cost information input into CIRTS, or some other form of documentation to support the cost analysis.
 - d. The allocation to the agreement will be calculated based on the cost by line item cost divided by the total agreement amount.

**ATTACHMENT K
SERVICE RATE REPORT**

SERVICE	REIMBURSEMENT UNIT RATE	Method of Payment	UNIT TYPE
ADMINISTRATIVE COSTS	Cost Reimbursement	Cost Reimbursement	EPISODES
ADULT DAY CARE	\$9.50	Fixed Fee / Unit Rate	HOURS
CASE AIDE	\$34.27	Fixed Fee / Unit Rate	HOURS
CASE MANAGEMENT	\$60.54	Fixed Fee / Unit Rate	HOURS
CHORE	\$23.26	Fixed Fee / Unit Rate	HOURS
EMERGENCY ALERT RESPONSE	\$0.80	Fixed Fee / Unit Rate	DAYS
HOMEMAKER	\$17.99	Fixed Fee / Unit Rate	HOURS
HOUSING IMPROVEMENT	Cost Reimbursement	Cost Reimbursement	EPISODES
INTAKE	\$70.37	Fixed Fee / Unit Rate	HOURS
MATERIAL AID	Cost Reimbursement	Cost Reimbursement	EPISODES
OTHER SERVICES	Cost Reimbursement	Cost Reimbursement	EPISODES
PERSONAL CARE	\$17.54	Fixed Fee / Unit Rate	HOURS
RESPIRE IN-HOME	\$17.01	Fixed Fee / Unit Rate	HOURS
SPECIALIZED MEDICAL EQUIPMENT, SERVICES, AND SUPPLIES	Cost Reimbursement	Cost Reimbursement	EPISODES