

ALLIANCE FOR AGING, INC.

THE AREA AGENCY ON AGING

FOR

MIAMI-DADE AND MONROE COUNTIES

Alzheimer's Disease Initiative Program

Request for Proposals (RFP)

October 23, 2019



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SECTION A - INTRODUCTION

1. The Alzheimer's Disease Initiative

The Florida Legislature created the Alzheimer's Disease Initiative (ADI) in 1985 in recognition of the alarmingly high percentage of citizens (particularly those over age 65) affected by Alzheimer's disease (AD) and other related memory disorders. ADI is a Florida general revenue-funded program.

The ADI program, which today is codified in Sections 430.501 – 430.504, Florida Statutes, includes the following components:

1. An Alzheimer's Disease Advisory Committee;
2. Memory disorder clinics;
3. Model Day Care;
4. Specialized Alzheimer's Services Adult Day Care Centers;
5. Respite care; and
6. A brain bank.

Chapter Six (6) of the DOEA Programs and Services Handbook (DOEA Handbook) defines the purpose of ADI as the following:

- 1) to address the special needs of the clients with AD or related memory disorders, as well as their caregivers; and
- 2) to find through research the cause, treatment and ultimately a cure for AD or related memory disorders.

2. Purpose of RFP

The Alliance for Aging, Inc. (Alliance) has been designated by the State of Florida Department of Elder Affairs (DOEA or Department) as the Area Agency on Aging (AAA) for Planning and Service Area (PSA) 11 which covers Miami-Dade and Monroe Counties. Pursuant to Rule 58D-1.005, Florida Administrative Code, the AAA, under contract with DOEA, shall be responsible for the planning and administration of services funded under the ADI and shall contract with local service providers for the provision of such services. Additionally, the DOEA Handbook provides that it is a responsibility of a AAA to conduct a competitive solicitation for agencies to provide ADI services.

The purpose of this RFP is to solicit proposals from qualified agencies/organizations interested in providing services funded under the ADI Program in Miami-Dade and Monroe Counties. Through this RFP the Alliance intends to contract with up to three ADI Agencies for Miami-Dade and one ADI Agency for Monroe County each for a term of six years beginning with Fiscal Year 2020-21 and concluding at the end of Fiscal Year 2025-26. The Alliance does not contemplate renewal of the contracts awarded pursuant to this RFP beyond Fiscal Year 2025-26

This RFP defines the scope of work to be accomplished and conveys the requirements and expectations for awarded ADI Agencies. The RFP also describes the process by

which the Alliance will award contracts to ADI Agencies for the six-year period beginning with Fiscal Year 2020-21.

All decisions regarding contract awards to ADI Agencies beginning with Fiscal Year 2020-21 shall be made through this RFP. Those organizations that currently receive ADI funding under a contract with the Alliance will not receive ADI funding as of the start of Fiscal Year 2020-21 unless awarded a new contract as a result of this RFP.

3. Statement of Need

In a 2019 Alzheimer’s Association report, there are “over 5 million Americans living with Alzheimer’s, and nearly 14 million will have the disease in 2050. The cost for caring for those with Alzheimer’s and other dementias is estimated to total \$290 billion in 2018, increasing to \$1.1 trillion (in today’s dollars) by mid-century. Nearly one in every three seniors who die each year has Alzheimer’s or another dementia.” The Alzheimer’s Association indicates that there were 6,980 deaths in Florida related to AD in 2017.

Because AD is not a reportable disease (like HIV), it is not possible to obtain a definitive number of people with a diagnosis of AD or other dementias. Using state-level data from the CDC’s 2011 Behavior Risk factor Surveillance System (BHFSS) the Alzheimer’s Association noted that in Florida:

- 13.8% of people age 60+ reported experiencing confusion or memory loss that is happening more often and getting worse.
- 78.1% of them have not spoken to a health care professional about it.
- Four in ten say it has interfered with household activities and/or work or social activities.

This self-reported data also shows that while 53.6% said they need assistance, only 8.3% receive help from friends and family, and 28.2% live alone.

DOEA annual county profiles provide estimates of probable AD cases among people age 65+ in Miami-Dade and Monroe counties:

	Miami-Dade		Monroe	
Age 65+ probable AD cases	61,837	13.8%	1,831	10.9%

The nature of AD is such that the impact on caregivers is as great as the impact on the person with the disease. The caregiver of the AD client plays a key role in the prevention of premature institutionalization of the AD client. Consequently, caregivers need services to assist them in the continuation of care.

Under its contract for ADI funding with DOEA, the Alliance is required to ensure the provision of a continuum of services addressing the diverse needs for individuals with AD and their caregivers. The continuum of services that will be provided under contracts procured through this RFP include those identified by the following service categories:

- Caregiver Training / Support;
- Case Aide;
- Case Management;
- Counseling (Gerontological)
- Education / Training;
- Respite Care (Facility-Based);
- Respite Care (In-Home);
- Specialized Adult Day Care
- Specialized Medical Equipment, Services and Supplies; and
- Transportation.

Case management is a required service for in-home and facility-based respite services.

4. Responsibilities of ADI Agency

The responsibilities of an ADI Agency are to:

1. Establish service priorities and coordinate the delivery of services to clients;
2. Provide case management services as applicable and as specified in its contract with the Alliance;
3. Provide respite, and maintain coordination with the memory disorder clinics and the brain bank as specified in its contract with the Alliance, including receiving annual required in-service training related to AD;
4. Employ competent and qualified staff to provide the services essential to the achievement of program goals and objectives as specified in its contract with the Alliance;
5. Provide pre-service and in-service training for staff, volunteers, and subcontractors as specified in its contract with the Alliance and in compliance with the DOEA Handbook;
6. Maintain the minimum staffing requirements established in its contract with the Alliance;
7. Maximize the use of volunteers in service delivery;
8. Assess and collect co-payments, as appropriate, pursuant to Section 430.503(2), Florida Statutes;
9. Ensure all other funding sources available have been exhausted before using ADI funds;
10. Deliver directly, or through subcontracts, contracted services;
11. Maintain client and program records and provide timely and accurate reports, as required;
12. Monitor subcontracted providers to assure quality of service delivery;
13. Make payments to subcontractors;
14. Ensure that quality services are delivered to clients and caregivers;
15. Initiate and maintain coordination among local community agencies;
16. Demonstrate innovative approaches to program management, staff training and service delivery that have an impact on cost avoidance, cost

- effectiveness and program efficiency;
17. Develop and implement procedures for handling client complaints, grievances, and appeals concerning adverse actions such as service termination, suspension or service reduction;
 18. Conduct client satisfaction surveys to evaluate and improve service delivery;
 19. Maintain client and program records and provide reports as required by its contract with the Alliance;
 20. Ensure Consumer and Information Record Tracking System (CIRTS) data is timely and accurate; and
 21. Ensure that procedures include a process for identifying and reporting alleged abuse, neglect, or exploitation to the Florida Department of Children and Families Adult Protective Services – Abuse Hotline, as required by contract and Florida law, and ensure that conditions that may endanger the health, safety, or welfare of a recipient will be reported to the Alliance within 48 hours of the ADI Agency or a subcontractor having knowledge of such conditions.

In performing these responsibilities, the ADI Agency must comply with and ensure that all subcontractors comply with all applicable laws, regulations, contract requirements, and standards in the current version of the DOEA Handbook (which is amended from time to time and may be amended during the term of the contracts being awarded pursuant to this RFP). The current version of the DOEA Handbook at the time this RFP is issued can be found through this link:

<http://www.allianceforaging.org/providers/program-documents/2012-doea-programs-services-handbook> .

5. Requirements

Agencies applying to be an ADI Agency under this RFP must:

1. Promote Quality Services by Assuring:
 - a. Case managers develop care plans to meet the individual needs of clients;
 - b. Case managers act as client advocates by seeking services from all community resources, not just from traditional service providers;
 - c. Case managers monitor the quality, appropriateness and cost of services delivered to clients; and
 - d. All staff are appropriately trained and assigned.
2. Implement Measurable Client Outcomes
3. Ensure Maximum Efficiency by:
 - a. Minimizing administrative costs;
 - b. Actively seeking available community resources available for client services;
 - c. Identifying funding alternatives which shall be used prior to ADI funds; and
 - d. Billing accurately and timely and collecting all co-payments, as appropriate.

SECTION B - RFP SPECIFICATIONS

1. Program Requirements:

1.a. Service Delivery Methodology

1) Program Coordination

The Alliance is designated as an Aging and Disability Resource Center (ADRC) under Section 430.2053, Florida Statutes. The primary functions of an ADRC are to facilitate consumer friendly access to long term care services and benefits for elders and caregivers through a coordinated, multi-access “one stop” system that integrates information, referral and eligibility determination functions.

The ADRC functions are supported by designated Access Points. ADI Agencies are one type of ADRC Access Point. An Access Point operates as a local point of contact for elders and caregivers seeking to access services and benefits.

An ADI Agency, as an Access Point agrees to:

- Refer to the ADRC all individuals seeking services and benefits, including, but not limited to information, referral, intake, screening and eligibility determinations.
- Implement referral protocols and procedures established by the ADRC.
- Provide the ADRC with the most current information on available elder resources.

As the ADRC, the Alliance agrees to:

- Provide timely and helpful service options to elders and caregivers referred to the ADRC
- Provide written policies and procedures concerning the referral process.
- Provide technical assistance and training for ADI Agency staff, as needed.
- Provide an opportunity for clients to choose their ADI Agency in Miami-Dade County.

The ADRC and ADI Agencies mutually agree to:

- Cooperate on efforts to enhance client choice, support informed decision-making, minimize service fragmentation and confusion, reduce duplication of administrative paperwork and procedures, and increase cost-effectiveness of delivery systems.
- Participate in public education programs to increase awareness of ADRC services.

The above information is not intended to be all-inclusive. Additional responsibilities of the ADI Agency are listed throughout this RFP (including in the ADI Contract attached to the RFP as Appendix I).

2) Services

In order to ensure the provision of a continuum of services addressing the diverse needs for individuals with AD and their caregivers, Case Management and Case Aide must be provided directly by the ADI Agency and by that agency only. All Respite services must be provided either directly by each ADI Agency or through a qualified subcontractor. All other services referenced in Section A.3 must be coordinated or provided, as needed, either directly by each ADI Agency, through a qualified subcontractor, or coordinated through other community resources. Specialized Adult Day Care must be provided in accordance with Section 429.918, Florida Statutes.

3) ADI Service System

ADI Agency funding is contingent upon the bidder's demonstrated ability to accept referrals. Services must be provided countywide in accordance with Section 1.1.a.2. to meet the needs of all eligible clients. In order to ensure countywide services, the ADI Agency must be able to provide AD services directly, or by managing a service system of providers as needed throughout the term of the contracts being procured through this RFP. In the event of a contract award, bidders will be expected to provide services in accordance with their proposal submitted in response to this RFP and as stipulated in the contract between the ADI Agency and the Alliance.

1. b. ADI Agency Requirements

1) Coordination

Bidders must have two-years of case management experience serving people with AD or other dementia related disorders. **Bidders who do not meet the two years minimum required experience will not be considered eligible for a contract award under this RFP.** ADI Agency case managers will coordinate all AD resources for AD functionally impaired elderly.

Detailed information on services and program requirements is contained in the DOEA Handbook.

Chapter 2 of the DOEA Handbook contains information on all aspects of Case Management, including, among other things, case manager qualifications, job descriptions, duties and responsibilities. Chapter 6 of the DOEA Handbook provides a detailed description of the ADI program administration. Appendix B of the DOEA Handbook contains co-payment standards. Appendix D of the DOEA Handbook contains grievance standards. Bidders understand that by submitting an application in response to this RFP they agree to fully comply with all applicable requirements set forth in the DOEA Handbook.

2) Confidentiality

Pursuant to Section 430.504, Florida Statutes, information about clients of programs created or funded under the ADI is confidential and exempt from the provisions of Section 119.07(1), Florida Statutes, Florida's Public Records Act. This information may not be disclosed publicly in such a manner as to identify a person who receives services under the ADI, unless that person or their legal guardian provides written consent.

The ADI Agency must ensure confidentiality of client information by all employees, service providers and volunteers as required by all applicable laws. It is essential that training be established and provided for ADI Agency staff, subcontractors, and volunteers, and that necessary policies and procedures be implemented to promote security of information, including protection from loss, damage, defacement or unauthorized access.

The designated ADI Agency must comply with all confidentiality requirements in its contract with the Alliance.

3) Client Identification

a. Outreach

The ADI Agency is responsible for outreach to identify and inform AD functionally impaired elders and their caregivers of the range and availability of services. This may be done in cooperation with church, civic, social and medical organizations. ADI Agency staff should participate in local networks and consortiums where hospital, home health, social and medical providers are represented as these are often referral sources for AD functionally impaired individuals.

Oftentimes, caregivers wait until they are in crisis to request assistance. It is important to work in collaboration with memory disorder clinics and medical organizations in order to target outreach efforts to families of individuals recently diagnosed with Alzheimer's or another dementia related disorder. Outreach materials should include education on the progression of the disease and services available in the community.

b. Intake

The intake process begins when a diagnosed individual or their caregiver seeking assistance contacts the ADRC or other access point. The ADRC performs the intake and screening service functions using the 701S form. Service provider agencies, including ADI Agencies, seeking assistance on behalf of an older person should make referrals to the ADRC.

The purpose of the 701S telephone screening is to assess the person's situation and place them on the Assessed Priority Consumer List (APCL). The APCL, which is maintained by the ADRC, prioritizes persons based on

greatest need. Further information on APCL or wait list requirements can be found in the DOEA Handbook, Chapter 2.

The 701S Telephone Screening does not take the place of a comprehensive 701B in-home assessment performed by the ADI Agency which is required before care plan development and delivery of service(s).

During intake, essential information is gathered about the person's physical, mental and functional abilities; information regarding concerns, limitations, problems, and general background is also obtained to assist in eligibility screening for appropriate service referrals.

If a person does not meet eligibility requirements for the ADI program the person will be screened for other programs administered by the ADRC. Referral to other community-based service agencies may be made, if appropriate.

c. Eligibility Determination

A comprehensive in-home screening (701B) must be completed by the ADI Agency within 14 business days after receiving the referral from the ADRC for eligibility determination.

As per the DOEA Handbook, ADI Service Eligibility is as follows:

- i. Individuals must be 18 years of age or older and have a diagnosis of AD or a related memory disorder or be suspected of having AD or related memory disorder.
- ii. Caregivers are also eligible to receive training, respite and related support services to assist them in caring for the AD client.
- iii. Clients may not be dually enrolled in the ADI program and a Medicaid capitated long-term care program.

Final determination of eligibility is the responsibility of the ADI Agency. A potential client will be determined eligible only after a DOEA Form 701B Assessment is completed.

4) Service Care Plan

The result of the comprehensive assessment process is to develop a service care plan, which must address all service needs of the AD functionally impaired person.

ADI Agency case managers must prepare a care plan for each eligible consumer using the format prescribed by the DOEA Handbook, Chapter 2. The care plan is developed in coordination with the client and/or caregiver and must address all client needs. It is the responsibility of the case manager to consider the most appropriate resources to provide the services needed, as indicated in the care plan. Clients or caregivers may accept or decline services or providers of services. The option of the client to choose from service provider agencies must be observed at all times.

Case managers must manage service care plans by arranging for the services accepted and monitoring the quality of services delivered to their clients. A formal periodic review of continued appropriateness of the care plan should occur at least twice annually as specified in the DOEA Handbook.

All consumers must be reassessed at least annually, and care plans must reflect changing or ongoing consumer needs.

5) Resource Management and Development

Funds appropriated by the Florida Legislature for the ADI program must be used only to provide ADI services. The ADI Agency must ensure all other funding sources available have been exhausted before using ADI funds. Additionally, the designated ADI Agency must prepare ADI surplus/deficit reports and forward the reports to the Alliance as required in the contracts between the ADI Agency and the Alliance.

To provide an effective continuum of care, the ADI Agency must ensure coordination with all community-based health and social services programs for AD functionally impaired persons funded wholly or in part by federal, state and local funds. The ADI Agency must collaborate with memory disorder clinics to receive the annual required in-service training related to AD. The ADI Agency is expected to participate as a member of the PSA 11 Dementia Care and Cure Initiative (DCCI).

Contributions, gifts and grants should be used to expand ADI services to support a comprehensive service array.

It is important for the ADI Agency to identify potential Medicaid-eligible clients and refer them to the ADRC for potential eligibility and enrollment in the Medicaid Managed Care Long-Term Care Program.

6) Staffing and Facility Requirements

Each ADI Agency's governing body must designate an individual with the authority to act on behalf of the ADI Agency for purposes of the ADI program. This individual must devote sufficient time to ensure the ADI program is administered and managed pursuant to all applicable DOEA requirements and the ADI contract with the Alliance.

All ADI services must be delivered by qualified staff according to service standards included in the DOEA Handbook. The number of staff employed should follow the requirements of the DOEA Handbook and be sufficient to ensure timely and quality service delivery to all ADI Agency clients.

All ADI Agencies must be open and accessible to the public a minimum of 40 hours per week, Monday through Friday between the hours of 8:00 AM and 5:00 PM with

the exception of State of Florida official holidays. The ADI Agency's office should be reasonably accessible to persons seeking assistance and/or information. The ADI Agency's office should also be handicap accessible.

ADI Agencies must have sufficient resources, in terms of both trained staff and equipment, to complete timely CIRTS data entry and data management requirements. They must also be able to communicate with the DOEA and the Alliance via electronic mail and with encryption when communicating client confidential information.

A successful bidder must be prepared to assume program responsibilities and service provision at 12:01 AM on the first day covered by the contract period, without interruption to existing consumers. Failure to provide services on the first day of the contract may result in termination of the contract. Bidders that are awarded ADI contracts must provide detailed plans for the timely transfer of files and service care plans to assure a seamless transition with no interruption of service to consumers in the event of loss of the ADI contract as described in Section C.4. of this RFP below.

7) Personnel Standards and Employee Benefits

Personnel policies incorporated into ADI Agency operating procedures must be developed to address at a minimum, the following:

- a. Employee recruitment and hiring
- b. Lines of authority and supervision
- c. Working schedules and hours of operation
- d. Employee compensation
- e. Employee fringe benefits
- f. Employee evaluation and promotion
- g. Leave
- h. Confidentiality and privacy, including HIPAA (as applicable)
- i. Employee discipline and termination
- j. Employee grievance procedures
- k. Accidents, safety, and unusual incidents
- l. Travel and transportation policies
- m. Employee conduct
- n. Employee pre-and in-service training and staff development
- o. Background screening
- p. Assurance of compliance with all applicable federal and state laws and regulations

Job descriptions must be established for each position funded under a contract awarded pursuant to this RFP as well as for any unpaid position associated with service delivery under a contract awarded pursuant to this RFP. Job descriptions for funded positions must include reference to salary ranges. Job descriptions specifically for Case Managers, Case Aides, and Case Manager Supervisors must meet all applicable requirements and standards per Chapter 2 of the DOEA

Handbook. Personnel policies, job descriptions, and salary ranges must be made available by the ADI Agency upon request by the Alliance.

A salary range for each paid position must be established by the governing body of the ADI Agency.

8) Background Screening

The ADI Agency shall ensure that all applicable background screening requirements of Section 430.0402 and Chapter 435, Florida Statutes, are met. The ADI Agency must also comply with any applicable rules promulgated by DOEA or the Agency for Health Care Administration regarding implementation of Section 430.0402 or Chapter 435, Florida Statutes.

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

The ADI Agency is responsible for complying with the State of Florida, Office of the Governor, Executive Order Number 11-116 and all other applicable requirements to utilize the U.S. Department of Homeland Security's E-verify system to verify employment of individuals providing services under a contract procured through this RFP. The ADI Agency is required to maintain documentation to assure new employees hired by the agency within the contract period are eligible for employment.

9) Training

To assure effective and efficient client care through delivery of quality services, ADI Agencies must participate in pre-service and in-service training developed according to standards and requirements specified in rules adopted by DOEA and included in the DOEA Handbook.

All staff providing services require a general pre-service orientation and training specific to the service being provided. ADI Agencies shall be responsible for provision of the pre-service and in-service training for all paid and volunteer staff as referenced in the DOEA Handbook.

Each ADI Agency shall describe training in their proposal submitted in response to this RFP.

Pre-service orientation for staff and volunteers shall include:

- Overview of the aging process
- Overview of the aging network
- Overview of ADI services
- Review of the relationship of case management to the ADI services system
- Communication techniques with AD functionally impaired persons
- Abuse, neglect, exploitation and unusual incident reporting

- Client grievance procedures
- Local agency service procedures and protocols
- Client confidentiality
- Use and completion of assessment instruments and care plans
- Interviewing skills and techniques
- Record keeping procedures
- CIRTS procedures
- Caregiver training regarding responsibilities and resource development techniques
- Interagency coordination and informal network development training
- DOEA's on-line 701B assessment training

ADI Agencies must provide six (6) hours of in-service training per year and document the duration and content in staff records. In addition, the ADI Agency must collaborate with a Memory Disorder Clinic in the development of staff training to meet staff needs. Attendance at all trainings sponsored by the Alliance or DOEA is required.

Case managers must successfully complete DOEA's on-line training on the Uniform Client Assessment Form and pass the certification test as well as attend Care Plan training and receive an acceptable score on the post-test provided by the Alliance.

It is essential that ADI Agencies meet with subcontractors to establish necessary protocols and procedures for authorization of services, documentation and reporting, reporting unusual incidents and general expectations for service delivery.

10) Organization Chart

An organizational chart illustrating the structure and relationship of positions, units, supervision and functions must be developed and approved by the governing body of the ADI Agency and submitted by the bidder as part of its application submitted in response to this RFP.

11) Quality Assurance

The ADI Agency will self-monitor and self-evaluate the quality of service delivery by its own staff and subcontractors. Additionally, the Alliance will conduct independent quality assurance monitoring and performance evaluations of all ADI Agencies.

The degree of client satisfaction with service quality and staff effectiveness must be evaluated at least annually during the contract period. A client survey must be conducted by the ADI Agency, and the results compiled, evaluated and reported to the Alliance. Survey results are expected to be analyzed by the ADI Agency and used to develop continuous quality assurance initiatives to ensure improvements to service delivery.

12) Co-Payment

Pursuant to Section 430.503, Florida Statutes, and Appendix B of the DOEA Handbook, provider agencies are responsible for collection of fees for ADI program services. Provider agencies shall assess fees for services rendered according to Rule 58C-1.007. To help pay for services, an AD functionally impaired person shall be assessed a fee based on income. The fee assessed shall be fixed according to an established DOEA co-payment schedule.

The ADI Agency is responsible for timely billing and collecting assessed co-payments for all services provided under the ADI program. Case managers must exercise particular attention to the procedures established for termination of services to clients due to non-payment, and requirements for client notification of right to appeal and approval of waiver of termination for non-payment. The collected funds must be retained in an interest-bearing account and reported to the Alliance monthly. All collected co-payment funds must be used to expand client services under the ADI program. The ADI Agency's annual co-payment goals will be established in conjunction with the Alliance.

13) Disaster Preparedness and Emergency Related Service Provision

The ADI Agency is required to enter data into CIRTS for all clients which is also used for disaster preparedness. In addition to basic identification, location, emergency contact and handicap information, this data includes fields to indicate if a client needs help for emergency evacuation, and if they need a specially equipped shelter and special needs registry listing. The ADI Agency must be prepared to use CIRTS reports to routinely provide registry information to the local emergency management team and identify, locate and assist with evacuation and other needs of endangered clients in the event of disaster, as directed by the Alliance and/or DOEA.

To prepare for an emergency/disaster event, the ADI Agency will cooperate and coordinate with the local emergency management agency to the fullest extent possible. The ADI Agency must maintain a current DOEA required Disaster Plan and Continuity of Operations to be implemented, at the direction of the Alliance and/or the DOEA, in the event a disaster is declared by federal, state or local officials. For more detailed information refer to Chapter 8 of the DOEA Handbook. The plan minimally calls for the following measures and procedures:

- a. Designation of a Disaster Coordinator and alternate.
- b. Plans for contacting all at-risk clients, on a priority basis, prior to and immediately following a disaster.
- c. Plans to receive referrals, conduct outreach, and deliver services, before and after a disaster, to persons who may or may not be current clients.
- d. Plans for after-hours coverage of network services, as necessary.
- e. Plans to help at-risk clients register with the Special Needs Registry of the local emergency management agency.

14) Social Security Number Disclosure

An ADI Agency is authorized to collect a client's Social Security Number (SSN) only to the extent authorized by law and imperative to performance of the ADI Agency's duties and responsibilities. All clients, however, shall be provided a written statement that identifies in writing the specific law governing the collection, use, or release of the SSN, including any authorized exceptions to such collection, use or release. This notice is currently included as part of DOEA Form 701B, Comprehensive Assessment. Whenever possible, the ADI Agency should submit reports to the Alliance with client identifying information using the assigned client CIRTS identification, in lieu of an individual's SSN.

15) Client Complaints, Grievances and Appeals Procedures

The ADI Agency must develop and maintain procedures to provide for handling client complaints and processing grievances and appeals regarding denial, reduction or termination of services. These procedures must provide for informing all clients of the complaint, grievance and appeal process. Information concerning client complaints, grievances and appeals procedures can be found in Appendix D of the DOEA Handbook.

16) Reporting

The ADI Agency is required to compile ADI service delivery statistics and other data and report to the Alliance according to reporting requirements set forth in this RFP, the DOEA Handbook, and the contract between the ADI Agency and the Alliance.

The Alliance monthly reporting requirements for CIRTS require all client and service data to be entered into CIRTS by the 9th day of the month following the month during which services were performed. The following client and service data is required:

- a. Consumer Demographics
- b. Consumer Program Enrollment
- c. Consumer Assessment Information
- d. Consumer Care Plan Information
- e. Consumer Services

ADI services provided by the ADI Agency must be reported monthly in CIRTS by the ADI Agency with the ADI Agency's request for payment to the Alliance. The ADI Agency's monthly report in CIRTS must be reviewed by the Alliance before payment can be approved by the Alliance. All requests for payment and reports must be reconciled and submitted within the time frame established by the Alliance. Other required reports are identified in the ADI contract.

The ADI Agency is required to adhere to the Alliance's CIRTS Data Integrity Policy.

In addition, the proper storage, protection, security and preservation of source documentation, and valid backup and retention of electronic data on a regular basis is required.

17) Volunteers

Pursuant to section 58D-1.006(10), Florida Administrative Code: "Each service provider . . . must maximize the use of volunteers in service delivery."

Bidders must have written procedures to include recruitment, training, supervision, utilization, and retention of volunteers to assist the ADI Agency in service delivery.

Reports of the number of volunteers and volunteer hours must be submitted to the Alliance annually.

18) Funding Sources

Bidders must provide a list of all current funding sources, including the Alliance, if applicable, and submit a letter from each funding source, including the Alliance, indicating whether the bidder is in good standing.

1.c. Coordination of Case Management and Clients to be Case Managed

When a client is enrolled in one or more programs which fund case management, the following applies: CCE or HCE will provide and pay case management for CCE or HCE program participants who are also enrolled in ADI. If a consumer is not enrolled in CCE or HCE, the ADI will provide and pay case management. Additional information about each program for which case management services are to be provided is available in the DOEA Handbook.

The case manager is the gatekeeper for ADI services with the knowledge and responsibility to link clients to the most beneficial and least restrictive ADI services and resources. Case managers serve as a contact between health care and social service delivery systems, particularly physicians, hospitals, health maintenance organizations and home health agencies.

Client choice is the primary consideration in determining service referrals.

1.d. Special Conditions

All unit rate increase negotiations are governed by the Alliance's Reimbursement Rate Review Policy (Appendix XII).

1.e. Objectives and Outcome Measures

In keeping with the legislatively mandated requirements for performance-based budgeting, DOEA has identified five (5) key goals for which AAAs and provider agencies are required to develop implementation strategies in order to assist DOEA in achieving

the statewide outcome measures it has identified for the aging network. The identified goals are:

- To Age in Place
- To Age with Security
- To Age with Dignity
- To Age with Purpose
- To Age in an Elder Friendly Environment

Each proposal submitted in response to this RFP must include a Service Provider Application (SPA). All bidders are required to describe in their SPA the strategies and actions they will use to implement and follow to meet and/or exceed the outcome measures as specified by DOEA as delineated below.

1. 79.3% of clients assessed with high or moderate risk environments will improve their environment score.
2. 66% of new service recipients with high-risk nutrition scores will improve their nutritional status.
3. 63% of new service recipients will maintain or improve their ADL assessment score.
4. 62.3% of new service recipients will maintain or improve their IADL assessment score.
5. 90% of caregivers will maintain or improve their ability to provide care after one year of service intervention (as determined by the caregiver and the assessor).

All Objectives and Outcome Measures are subject to revision by DOEA or the Alliance at any time in any given contract year.

Each ADI Agency is required to adhere to the action steps and implementation strategies in their SPA to meet and/or exceed the planning goals and outcome measures as specified by the DOEA and the Alliance.

2. General Information

a. Contact Person

The contact for this RFP is:

Stan McNeese, CFO
Alliance for Aging, Inc.
760 NW 107th Avenue, Suite 214
Miami, FL 33172
mcneeses@allianceforaging.org

b. Inquiries/Code of Silence

Inquiries: Verbal inquires or other verbal questions relating to the RFP will not be accepted. All questions must be submitted in writing only and must be submitted by the deadline in the RFP timeline. The written inquires received by the Alliance and

the Alliance's answers to such inquiries will be posted on the Alliance's website as an addendum to this RFP. The address for the Alliance's website is:
www.allianceforaging.org

Cone of Silence: Bidders responding to this RFP, or persons acting on their behalf, may not contact between the time of the release of this RFP and the deadline for submission of written appeals, any employee or officer of the Alliance, any individual involved in evaluating proposals submitted in response to the RFP, or any employee or officer of the State of Florida concerning any aspect of this solicitation, except in writing to the contact person identified above. Violation of this provision may be grounds for rejecting a proposal.

No interpretation of the meaning of the RFP will be made to any proposer orally. Failure of a bidder to receive or review any addendum shall not relieve said bidder from complying with the RFP as clarified or revised in writing through an addendum. All addenda will be posted on the Alliance's website and shall become part of the RFP documents.

Written inquiries may only be emailed to the Alliance's contact person for this RFP identified above. It is the bidder's responsibility to ensure that written inquiries submitted by email have been received. The Alliance will send a reply email that the inquiry has been received. No phone calls will be accepted. Further, the Alliance has no obligation to respond to any written inquiries that have not been received by the Alliance within the established deadline and timely submitted to the contact person listed in Section B.2.a.

c. Funding Levels

Funding for the ADI program is contingent upon an annual appropriation from the Legislature and, therefore, is subject to the availability of funds which can be increased, reduced, or eliminated from the state budget. Based on the Legislative appropriation for Fiscal Year 2019-20 for ADI services and ADI funding provided to the Alliance for PSA 11, the total amount of funding included in this RFP is \$2,139,298.00 (\$1,949,840 for Miami-Dade County and \$189,458 for Monroe County). There is no guarantee that this amount will continue to be appropriated during subsequent years of this RFP.

ADI Agency contracts awarded pursuant to this RFP will be on a countywide basis with separate awards for Miami-Dade and Monroe Counties. Each bidder must ensure that the respective services will be accessible countywide for each county for which they submit a proposal. If a bidder chooses to bid on services in both Miami-Dade and Monroe counties, a separate proposal must be submitted for each county. Proposals submitted for Miami-Dade County will only be considered for Miami-Dade County. Proposals submitted for Monroe County will only be considered for Monroe County.

d. Type of Contract and Method of Payment

Contracts will be paid based on fixed unit rates, except for any services for which the contract between the Alliance and the ADI Agency expressly provides for payment on a cost reimbursement basis. Bidders awarded funds will be reimbursed monthly for the units of service provided, at the contracted unit rate (or on a cost reimbursement basis when such payment method is expressly specified in the contract), up to the total amount of the contract. The ADI Agency is expected to manage its budget such that the ADI agency is able to provide services to enrolled clients for the entire contract period without interruption. An ADI Agency shall monitor overall contract expenditures during the contract period. Monthly invoices submitted by the ADI Agency are consolidated by the Alliance and submitted to DOEA for payment. Payments will be submitted by the Alliance to the ADI Agencies within 7 calendar days of the date the Alliance receives payment from DOEA.

Service and client information must be maintained in CIRTS. Service units must be entered in CIRTS monthly for ADI Agencies to be reimbursed. All requests for payment will be processed using CIRTS and DOEA required forms. Additional information on method of payment and the schedule of reporting is included in the ADI Contract, **Appendix I**.

Bidders awarded funds through this RFP agree to maintain and provide, upon request, all programmatic, financial, and CIRTS reports as required in the ADI Contract. A sample copy of the anticipated ADI Contract is attached to this RFP document as **Appendix I**. Failure to abide by the terms and conditions in any contract between the ADI Agency and the Alliance may result in suspension of payment, financial consequences, and/or termination of the contract. The sample contract is based on the Alliance's current contract with DOEA for ADI funding and is subject to change prior to contract execution.

The method of payment for awarded contracts under this RFP may include payment advances. Per applicable Florida law, advance payments may be made only to not-for-profit corporations and governmental agencies.

The bidder must ensure fixed unit rates include only those costs allowable under all applicable state and federal laws and regulations. All fixed unit rates must also be based on audited historical costs in instances where an independent audit is required.

e. Allowable Costs and Method of Cost Presentation

Allowable Costs

All ADI program costs must be reasonable and necessary. ADI Agencies must comply with the provisions of the Florida Single Audit Act as contained in Section 215.97, Florida Statutes, if applicable.

Method of Cost Presentation

All fixed unit rates and other contract costs must be developed using the DOEA Unit Cost Methodology (UCM) (Appendix V) format as described in the Service Provider Application (**Appendix VIa**) and Contract Module Worksheets Instructions (**Appendix V**). Visit the Alliance website at <https://allianceforaging.org/whats-happening/funding-opportunities/procurement> to obtain a UCM template required for this RFP.

f. Trade Secrets

The Alliance is unable to assure confidentiality of information that a bidder claims to meet the definition of trade secret in Section 812.081, Florida Statutes. The Alliance assumes no liability for disclosure of or use of unmarked material containing trade secrets or other confidential material and may use or disclose the data for any purpose, and may assume the proposal was not submitted in confidence and therefore is a public record pursuant to Chapter 119, Florida Statutes. The Alliance is not obligated to agree with a bidder's claim of trade secret for marked materials and, by submitting a proposal, the bidder agrees to be responsible for defending its claim that each and every portion of the proposal expressly marked as trade secret is exempt from inspection and copying under Florida's public records laws. Each bidder agrees that it shall protect, defend, and indemnify, including for attorney's fees and costs, including any appellate attorney's fees and costs, the Alliance, and its officers, employees, and agents from any and all claims and litigation arising from or relating to a bidder's claim that the marked portions of its proposal are trade secret exempt from disclosure under Florida's public records laws.

g. Costs of Preparation of Proposal

Any and all expenses involved in the preparation and submission of proposals in connection with this solicitation process shall be borne by the bidder(s). The Alliance assumes no liability for any cost incurred by a bidder in responding to this RFP nor for any costs incurred by any bidder prior to the effective date of any contract awarded between the bidder and the Alliance pursuant to this RFP. Each bidder must certify they have not used ADI program funds in preparing their proposals submitted in response to this RFP by completing **Appendix XI** and attaching it as part of the Organizational Capabilities Package (**Attachment VIb**).

h. RFP Timeline

	ACTIVITIES	DATE	TIME
1.	RFP released	<i>October 23, 2019</i>	<i>5:00 PM</i>
2.	RFP documents available on the Alliance website (http://www.allianceforaging.org/)	<i>October 23, 2019</i>	<i>5:00 PM</i>
3.	Last day for written inquiries to be submitted	<i>November 6, 2019</i>	<i>5:00 PM</i>
4.	Notice of Intent to submit a proposal forms due (optional)	<i>November 12, 2019</i>	<i>5:00 PM</i>
5.	Alliance responses to timely received written inquiries posted on Alliance website as an addendum to the RFP	<i>November 21, 2019</i>	<i>5:00 PM</i>
6.	Deadline for proposal submission at: <i>Alliance for Aging, Inc.</i> <i>760 NW 107th Avenue, Suite 214</i> <i>Miami, FL 33172</i>	<i>December 20, 2019</i>	<i>1:00 PM</i>
7.	Proposals opened at public meeting <i>Alliance for Aging, Inc.</i> <i>760 NW 107th Avenue, Suite 214</i> <i>Miami, FL 33172</i>	<i>December 20, 2019</i>	<i>1:15 PM</i>
8.	Meeting with Evaluators for Process (Public Meeting) <i>Alliance for Aging, Inc.</i> <i>760 NW 107th Avenue, Suite 214</i> <i>Miami, FL 33172</i>	<i>December 20, 2019</i>	<i>3:00 PM</i>
8.	Public Meeting to open/tally evaluator's scores at: <i>Alliance for Aging, Inc.</i> <i>760 NW 107th Avenue, Suite 214</i> <i>Miami, FL 33172</i>	<i>February 7, 2020</i>	<i>11:00 AM</i>
9.	Presentation to Alliance Board of Directors and recommendations for contract awards – Public Meeting	<i>February 20, 2020</i>	<i>4:00 PM</i>
10.	Intent to Award Contracts posted on Alliance website	<i>February 21, 2020</i>	<i>5:00 PM</i>
11.	Anticipated Contract Effective Date	<i>July 1, 2020</i>	<i>12:01 AM</i>

i. Notice of Intent to Submit a Proposal

Applicants are asked to submit a Notice of Intent to Submit a Proposal (Appendix II) by the deadline specified in the RFP Timeline. Failure to submit the Notice of Intent to Submit a Proposal will not preclude an applicant from submitting a proposal. All addenda to the RFP will be posted on the Alliance's website at www.allianceforaging.org.

j. Acceptance of Proposal

Proposals must be received by the date and time specified in the RFP Timeline immediately preceding this section and submitted to:

Stan McNeese, CFO
Alliance for Aging, Inc.
760 NW 107th Avenue, Suite 214
Miami, FL 33172

Proposals, changes, modifications, or additions received by the Alliance after the commencement of the opening of the RFPs as per the date and time specified in the RFP Timeline immediately preceding this section will be rejected. All times specified in this RFP are based on the clock maintained at the reception desk in Suite 214 at the Alliance's offices.

k. Submission Procedure and Number of Copies Required

Bidders must submit a complete SPA (both Program Module and Contract Module) including the required number of copies as referenced below in a sealed container which is clearly marked on the outside to read:

**Proposal for ADI Agency
Submitted by: [name of Bidder Agency]
Indication of which County applied for**

Within the sealed container in which the proposal is submitted, the Program Module and Contract Module must be in separate binders. Please note that the Organizational Capability Package (**Appendix VIb**), which is part of the Contract Module, must be packaged separately and submitted in such a way that it may be easily pulled out of the Contract Module binder.

The outside cover of the Program Module Binder shall be marked:

**Program Module
Proposal for ADI Agency
Submitted by: [name of Bidder Agency]
Indication of which County applied for**

The outside cover of the Contract Module Binder shall be marked:

**Contract Module
Proposal for ADI Agency
Submitted by: [name of Bidder Agency]
Indication of which County applied for**

Bidders are required to submit one original and three hard copies of their proposal for the Program Module. Bidders are required to submit one original and three hard copies for the Contract Module.

In addition to the original and hard copies of the proposals, each bidder must submit one electronic copy of the completed Program Module and the completed Contract Module on a flash drive which must be attached to the Program Module Binder. The electronic copy of the Contract Module must contain the Unit Cost Methodology (UCM) in excel format.

The original hard copy of the proposal must contain, where required, the original signature of an individual authorized to bind the bidder.

Proposals must be hand-delivered or sent by courier to the Alliance by the date and time specified in the RFP Timeline to:

Stan McNeese, CFO
Alliance for Aging, Inc.
760 NW 107th Avenue, Suite 214
Miami, FL 33172

Proposals cannot be faxed or e-mailed.

I. Notice of Intent to Award

The Alliance's Notice of Intent to Award contracts arising from this RFP shall be published in the same manner as this RFP by posting on the Alliance website (www.allianceforaging.org). The posting of the Notice of Intent to Award is anticipated to occur on the date and time specified in the RFP Timeline.

The Alliance will award contracts to ADI Agencies which are responsive and responsible and are determined in writing to be the most advantageous to the Alliance and the state taking into consideration the price and other criteria in this RFP. The Alliance reserves the right to waive any minor irregularity or reject any and all proposals.

Regardless of any other statements in this RFP, the Alliance reserves the right to reject any one or all proposals; to re-advertise for the contracts being procured through this RFP; to postpone or cancel the solicitation process; and to waive any informality in any proposal.

m. Appeal Process

The Alliance has an existing appeals policy, the full text of which may be found under **Appendix IX** to this RFP. Written appeals must be received at the Alliance as set forth in **Appendix IX**. All written appeals must be submitted to:

Max B. Rothman, President & CEO
Alliance for Aging, Inc.
760 NW 107 Ave.
Suite 214
Miami, Florida 33172

Written appeals must be hand delivered or sent certified mail, return receipt requested. The appeal procedures apply to any intended decision of the Alliance including: (1) issuance by the Alliance of specifications in this RFP, including addenda; and (2) an intended contract award. Failure to timely file a notice of appeal and formal written appeal of the RFP specifications shall constitute a waiver

of proceedings and waiver of all rights to contest the specifications. Failure to timely file a notice of appeal and formal written appeal of a notice of intent to award shall constitute a waiver of proceedings and waiver of all rights to contest the intended contract award.

When a disputed contract award that is the subject of an appeal may result in an interruption of service(s) to clients, the Alliance reserves the right to contract with one or more providers of choice on an emergency basis or extend existing contracts, on a provisional basis, to maintain services in place until such time when the appeal is resolved.

n. Contract Terms and Conditions

Contracts procured through this RFP are for a term of one-year, Fiscal Year 2020-2021. Each contract may be renewed for up to five additional one-year periods subject to continued legislative appropriations and satisfactory performance.

Appendix I of this RFP includes a sample of the anticipated ADI Contract that the Alliance intends to enter into as a result of this RFP. All bidders are instructed to read the sample contract carefully to determine their ability to meet the requirements in all of the sample contract documents. Proposals must include a signed and dated Contract Terms and Conditions Statement (**Appendix III**) that certifies each bidder's intention to abide by all terms and conditions as set forth in the sample contract included in Appendix I to this RFP.

SECTION C: INSTRUCTIONS TO BIDDERS

The following pages contain general instructions a bidder must follow to submit their proposal. The RFP proposal that is submitted must include a Table of Contents, and all pages must be numbered. A Bidder's Checklist has been provided for your convenience as a guide to ensure all required documents and responses have been provided (**Appendix VIc**). The Table of Contents must note the corresponding page number(s) associated with each item.

1. BIDDER CERTIFICATIONS

The following forms are **REQUIRED** and must be included in the proposal as part of the **Organizational Capability Package (Appendix VIb)**:

- a. **Administrative Assessment Checklist:** Each bidder is required to fill out this standard checklist to indicate the agency's adherence to commonly accepted fiscal and administrative policies and procedures. The checklist is **Appendix VII** to the RFP.
- b. **Contract Terms and Conditions:** A signed statement indicating the bidder's acceptance of all terms and conditions of the sample ADI Contract attached as Appendix I is required. The Contract Terms and Conditions Statement is included as **Appendix III** to the RFP.
- c. **Statement of No Involvement:** A signed statement indicating neither the bidder, nor any person with an interest in the bidder's firm had a noncompetitive contract with the Alliance that involved any preliminary work (e.g., feasibility study or actual preparation of the RFP) prior to release of the solicitation document. This form is **Appendix IV** to the RFP.

2. SERVICE PROVIDER APPLICATION (APPENDIX VIa)

- a. **Service Provider Summary Information Page**
Section I.A. of SPA (**Appendix VIa**) must be completed in its entirety and must be signed and dated by an individual authorized to bind the bidder.
- b. **Program Module – General Requirements**
Section II.A. (Items 1-15) of the SPA (**Appendix VIa**) must be completed by each bidder in its entirety. Detailed instructions are included for each item (1-15) on the SPA form. Bidders will be expected to provide, in narrative form, information that indicates an understanding of the need for, and purpose for the project, as presented in the RFP.

The proposal should include a detailed description of the program objectives pursued by the bidder, as well as a description for each service to achieve the output and outcome measures set forth in the SPA and intended by the bidder.

Applications must be properly paginated and bound in three ring loose-leaf binders, not to exceed the maximum number of pages referenced in the instructions for each section of the SPA. Only the maximum number of pages referenced in the instructions for each SPA section will be evaluated. Applications must be prepared using a font size no smaller than 11 pt.

c. Contract Module – General Requirements

Section II.B. Items 1-3 of the SPA (**Appendix VIa**) must be completed by each bidder in its entirety. Bidders must follow the UCM closely to provide the Alliance with sufficient information to allow the evaluators to determine the appropriateness and accuracy of all identified costs and rates. Bidders are required to submit a proposal detailing the cost for all ADI services provided. A schedule of ADI contracted rates per unit of service for the previous two years is included as Appendix X. Information regarding funding levels for ADI services under this RFP is included in Section B.2.c.

The evaluators must be able to establish through review of the UCM that costs are allowable, reasonable and necessary. Budget notes and any additional narrative that will give the evaluators a clear picture of the allocation methodology followed by the bidder are recommended and bidders are encouraged to include any and all such information in their proposals.

The rate calculated from the Supporting Budget schedule of the UCM will be utilized for scoring on the Contract Module as well as for contractual purposes.

The “Availability of Documents” form located in Section II.B.2 of the SPA identifies required documentation that must be maintained and available at the bidder’s administrative office. The form must be signed and dated by the bidder’s authorized representative.

3. ORGANIZATIONAL CAPABILITY PACKAGE (APPENDIX VIb)

The Organizational Capability Package (**Appendix VIb**) details 12 items requested from all bidders. These items are intended to assist the evaluators in measuring the bidder’s management capabilities, financial position and experience. Bidders are urged to pay close attention to the specific requirements in **Appendix VIb** and address each item in detail.

4. TRANSITION PLAN

Bidders must include a statement as part of their Organizational Capability Package (Appendix VIb) agreeing to submit a Transition Plan within 20 days of the posted intent to award contracts. Failure to timely submit the Transition Plan may result in forfeiture of a contract awarded pursuant to this RFP. The Alliance must approve any Transition Plan in advance of implementation.

Transition Plans for all bidders must take into consideration the transfer of current client files. The plan from any newly awarded ADI Agency which is not a current

ADI Agency must include an implementation schedule to ensure uninterrupted service delivery, staffing and training plans, start-up activities, time frames for completion, any modification of service delivery schedules and sites, and notification to clients of the new ADI Agencies.

If there is insufficient time for the current and new service providers to transition services so there is no disruption in service delivery, the Alliance may continue services under an emergency contract with a provider of the Alliance's choice or by extending an existing ADI Agency contract until such time as transition can be accomplished without disruption in service delivery.

Failure of an existing ADI Agency that is not awarded a contract arising out of this RFP to comply with any and all contractual requirements relating to transition, including regarding the transfer of files, will forfeit its opportunity to bid on any and all future procurements issued by the Alliance.

SECTION D: PROPOSAL EVALUATION AND FUNDING ALLOCATION

1. Description of Evaluation Process

An evaluation committee of three persons appointed by the Alliance's President and CEO will individually and independently review and score the Program Modules of all timely proposals. The Contract Module of all such proposals will be reviewed and scored by a member of the Alliance Finance staff appointed by the Alliance's President and CEO for such purposes. The Alliance will ensure that no person evaluating the proposals has a conflict of interest.

The proposals will be evaluated using the Proposal Evaluation Instrument **(Appendix VIII)**.

After the proposals are reviewed and scored on an independent and individual basis by the evaluators, a public meeting will be held during which the scores from the Program Module and the Contract Module will be tallied. The average score of the Program Module reviewed and scored by each of the three persons appointed by the Alliance's President and CEO will be used as the Program Module score.

The Program Module and Contract Module scores will be used to calculate the overall Total Weighted score.

Proposals scoring less than a minimum Total Weighted score of 2.0 will be eliminated from further consideration.

The scores and rankings of the proposals will be presented to the Alliance President and CEO who, in turn, will make a recommendation to the Alliance Board of Directors which has ultimate authority to approve ADI Agency contracts awarded pursuant to this RFP.

For Miami-Dade County, the Alliance intends to award three ADI Agency contracts unless there are fewer than three qualified bidders. Qualifications are ascertained by a total weighted score of 2.0 or higher.

If there are more than three bidders with a total weighted score of 2.0 or more, the Alliance will award ADI contracts in Miami-Dade County to the three bidders with the highest total weighted scores. Ties will be decided by the number of years of experience as a case management agency providing services specifically for the AD population as evidenced by collaboration with a Memory Disorder Clinic and/or direct or subcontracted operation of a Specialized Adult Day Care with the bidder with the greatest number of years' experience being awarded the contract.

If there are less than three bidders for Miami-Dade County with a total weighted score of 2.0 or higher, only the bidder(s) with a total weighted score of 2.0 or higher will be awarded the ADI contracts.

For Monroe County, the Alliance intends to award an ADI contract to one agency. Qualifications are ascertained by a total weighted score of 2.0 or higher.

If there is more than one bidder with a total weighted score of 2.0 or more, the Alliance will award an ADI contract in Monroe County to the bidder with the highest total weighted score. Ties will be decided by the number of years of experience as a case management agency providing services specifically for the AD population as evidenced by collaboration with a Memory Disorder Clinic and/or direct or subcontracted operation of a Specialized Adult Day Care with the bidder with the great number of years' experience being awarded the contract.

The Alliance reserves the right to reject any and all proposals if it is deemed to be in the best interest of the Alliance, the State of Florida, and/or the current or potential ADI program participants in PSA 11.

In the event that a contract is awarded based on the information submitted in response to this RFP that is found to be false, financial consequences and/or termination of the contract may result.

2. Description of Funding Allocation:

During the first stage, funding will be assigned for all existing DOEA and Alliance Current Clients of ADI Agencies receiving funding under contract with the Alliance for Fiscal Year 2019-20.

The number of Current Clients is defined as the average monthly number of unduplicated case managed clients served during the period of January – December 2019.

Funding for each client is based on an average cost per client and is calculated as:

The average monthly provider billing per county for the period of January – December 2019 divided by the average monthly provider unduplicated case managed client count per county for January-December 2019 respectively multiplied by 12.

As a guide, the average funding for each client during the contract year 2018-19 was \$11,840.26 in Miami-Dade County and \$14,318.64 in Monroe County.

For Miami-Dade County:

- Awarded bidders that are ADI providers under contract with the Alliance for Fiscal Year 2019-20 will be funded for their average monthly unduplicated case managed caseload for the period of January – December 2019 multiplied by the average cost per client as defined above.
- Displaced clients from current providers that are not awarded funding

through this RFP, will be assigned to all awarded bidders on a rotating basis. Funding for these clients will be awarded based on the average cost per client as defined above.

- Any remaining funding will be used to serve new clients based on client choice of ADI Agency.
- If the total funding required to serve the average monthly unduplicated case managed caseload for the period of January – December 2019 for the county exceeds the RFP funding allocation for the county, funding will be reduced proportionately for all ADI Agencies within the county by the amount exceeding the RFP funding allocation.

For Monroe County:

- If the awarded bidder is the ADI Agency under contract with the Alliance for ADI services in Monroe County for Fiscal Year 2019-20, funding will be awarded to serve the existing clients based on their unduplicated case managed caseload for the period of January – December 2019 multiplied by the average cost per client.
- If the awarded bidder is not the current provider, the displaced clients from the current provider that is not awarded funding through this RFP, will be assigned to the awarded bidder. Funding for these clients will be awarded based on the average cost per client as defined above.
- Any remaining funding will be used to serve new clients.
- If the total funding required to serve the average monthly unduplicated case managed caseload for the period of January – December 2019 for the county exceeds the RFP funding allocation for the county, funding will be reduced for the awarded provider to the RFP funding allocation.

APPENDIX I

ALZHEIMER'S DISEASE INITIATIVE CONTRACT 2020-2021 Fiscal Year

THIS CONTRACT is entered into between the Alliance for Aging, Inc., hereinafter referred to as the "Alliance," and [Contractor Name], hereinafter referred to as the "Contractor," and collectively referred to as the "Parties."

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

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 entered into a contract with the Alliance to fund Alzheimer Initiative Contractors in Miami-Dade and Monroe Counties; and

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

1. Purpose of Contract

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

2. Incorporation of Documents within the Contract

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

Incorporation of Reference Memoranda:

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

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

3. Term of Contract

a. **Effective Date:**

This Contract shall begin at twelve (12:00) A.M. Eastern Standard Time on **July 1, 2020** or on the date the Contract has been signed by both Parties, whichever is later. The contract will end on **June 30, 2021**, or such earlier date as the Contract is terminated pursuant to Section 54 herein, except that the Parties shall continue to perform those limited Contract close-out activities set forth in Section 3.b. in July 2021.

- b. Delivery of services shall end at eleven fifty-nine (11:59) P.M. Eastern Standard Time on **June 30, 2021**, or such earlier time as the Contract is terminated pursuant to Section 54 herein. Under no circumstances will the Alliance reimburse the provider for services provided after June 30, 2021 or any earlier termination date. No changes to funding allocations will be made after June 30, 2021. Only limited contract close-out activities are to be performed after June 30, 2021 consisting of reporting, invoicing and payment in July of 2021 to facilitate payment for services rendered by the provider under this Contract as provided in ATTACHMENT VIII.

4. 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 [Total Contract \$] 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.

4.1 **Obligation to Pay**

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

4.2 **Source of Funds**

The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this Contract. The funds awarded to the 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
Alzheimer’s Disease Initiative	2020-21	General Revenue	65004	[Total Contract Award \$]
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				[Total Contract Award \$]

5. **Renewals**

The Contract may be renewed on a yearly basis for no more than two additional years. Such renewals shall be contingent upon satisfactory performance evaluations as determined by the Alliance and the availability of funds. 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 Department’s Notice of Policy Clarification: Service Cost Reports Notice #092815-1-PC-SCBS dated September 28, 2015 and the approved Alliance’s Reimbursement Rate Review Policy.

In the event that contracts cannot be executed prior to the July 1st start date, the Alliance may, at its discretion, extend this Contract 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 agreement amount.

6. **Compliance with State Law**

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

6.2 The Contractor shall comply with the requirements of s. 287.058, F.S., as amended.

6.2.1 The Contractor shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this contract, which the Alliance’s Contract Manager must receive and accept in writing prior to payment in accordance with s. 215.971(1) and (2), F.S.

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

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

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

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

6.4 The Contractor may not subcontract with any individuals or entities on the discriminatory vendor list (see s. 287.134, F.S.).

- 6.5 The Contractor shall comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 6.6 The Alliance and/or Department may terminate if the Contractor is found to have submitted a false certification as provided under s. 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the scrutinized companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel. Further, the Contractor is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification.

7. Background Screening

- 7.1 The Contractor shall ensure that the requirements of s. 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's Level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0402 and Chapter 435, F.S. To demonstrate compliance with this provision, Contractor shall submit to the Department the Background Screening Affidavit of Compliance (Screening Form) within thirty (30) days of execution of this contract. Should the Alliance have a completed Screening Form on file for the Contractor, a new Screening Form will be required every twelve (12) months.
- 7.2 Further information concerning the procedures for background screening may be found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

8. Grievance and Complaint Procedures

8.1 Grievance Procedure

The Contractor shall comply with and ensure subcontractor compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

8.2 Complaint Procedures

The Contractor shall develop and implement complaint procedures and ensure that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, Contractor and direct service worker complaints, or any other complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint on a complaint log, and the opportunity for review of the Contractor's or subcontractor's determination.

9. Public Records and Retention

- 9.1 The Contractor, subject to the terms of s. 287.058(1)(c), F.S., shall:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services.
 - b) Upon request from the Alliance or the Department, provide a copy of the request for records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d) Upon completion of the Contract, or upon termination or expiration of any contract or agreement incorporating this Contract by reference the Contractor will either transfer, at no cost to the Alliance all public records in the possession of the Contractor or will keep and maintain public records required by the Alliance or the Department. If the Contractor transfers all public records to the Alliance upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the

Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Alliance in a format that is compatible with the information technology systems of the Alliance.

- 9.2 The Alliance may unilaterally cancel this contract notwithstanding any other provision of this Contract, for refusal by the Contractor to comply with Section 9.1 of this Contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract or agreement incorporating this Contract by reference, unless the records are exempt, or confidential and exempt from Section 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

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

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

10. Audits, Inspections, Investigations

- 10.1 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the Alliance under this Contract. Contractor agrees to maintain records, including paid invoices, payroll registers, travel vouchers, copy logs, postage logs, time sheets, etc., as supporting documentation for Service Cost Reports and for administrative expenses itemized for reimbursement. This documentation will be made available upon request for monitoring and auditing purposes. Whenever appropriate, financial information should be related to performance and unit cost data.
- 10.2 The Contractor shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Alliance.
- 10.3 Upon demand, at no additional cost to the Alliance, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 10.4 The Contractor shall assure that the records described in Section 10 will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Alliance.
- 10.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Alliance and the Department, pursuant to Title 45 Code of Federal Regulations (CFR) Part 75, will be allowed full access to and the right to examine any of the Contractor's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 10.6 The Contractor shall provide a financial and compliance audit to the Alliance as specified in this contract and in ATTACHMENT III and ensure that all related third-party transactions are disclosed to the auditor.
- 10.7 The Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General pursuant to s. 20.055, F.S. Contractor further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055(5), F.S. By execution of this Contract, Contractor understands and will comply with this subsection.
- 10.8 The Contractor shall maintain and file with the Alliance such progress, fiscal and inventory and other reports as the Alliance may require within the period of this Contract.

- 10.9 The Contractor shall submit management, program, and client identifiable data, as specified by the Department and/or the Alliance. The Contractor must record and submit program specific data in accordance with the Department's Client Information Registration and Tracking System (CIRTS) Policy Guidelines.

11. Nondiscrimination-Civil Rights Compliance

- 11.1 The Contractor shall execute assurances in ATTACHMENT VI that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all Contractors, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 11.2 During the term of this Contract, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist (ATTACHMENT B).
- 11.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 11.4 These assurances are a condition of continued receipt of or benefit from financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all sub-contractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of any statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Alliance may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

12. Provision of Services

The Contractor shall provide services in the manner described 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.

13. Monitoring by the Alliance for Aging

The Alliance will perform administrative, fiscal, and programmatic monitoring of the Contractor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall permit persons duly authorized by the Alliance to inspect and copy any records, papers, documents, facilities, goods, and services of the contractor which are relevant to this contract, and to interview any clients, employees, and subcontracted employees of the Contractor to assure the alliance of satisfactory performance of the terms and conditions of this contract. Following such review, the Alliance will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop an Action Plan and/or a Corrective Action Plan (CAP). The Contractor hereby agrees to correct all deficiencies identified in a timely manner as determined by the Alliance's Contract Manager.

- 13.1 The Contractor will supply progress reports, including data reporting requirements as specified by the Alliance or the Department to be used for monitoring progress or performance of the contractual services as specified in this contract. Following the norms set down by the Department, the Alliance will track performance on a monthly basis. In addition to monthly tracking, annual monitoring will include desk reviews and onsite visits to review requested fiscal documents, CIRTS, and research production reports and any other system or process designated by the Alliance. Examples of review criteria are surplus/deficit, independent audits, internal controls, reimbursement requests, subcontract monitoring, targeting, program eligibility, outcome measures, service provision to clients designated as "high risk" by the Department of Children & Families, Adult Protective Services program, data integrity, co-payments, client satisfaction, correspondence, and client file reviews (see ATTACHMENT I, Section 2.9.2).
- 13.2 The Contractor shall permit persons duly authorized by the Department or the Alliance to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this contract, and to interview any clients, employees, and sub-contractor employees of the Contractor to be assure the Alliance of the satisfactory performance of the terms and conditions of this contract. Following such review, the Alliance will provide the Contractor

a written report of its findings. The Contractor hereby agrees to correct all deficiencies identified in a timely manner as determined by the Alliance's Contract Manager.

14. Coordinated Monitoring with Other Agencies

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

15. Indemnification

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

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

16. Insurance and Bonding

16.1 The Contractor must provide continuous adequate liability insurance and worker's compensation insurance coverage, on a comprehensive basis, and must hold such liability and worker's compensation insurances at all times during the effective period of this contract and any renewal(s) or extension(s) of this contract. The Alliance shall be included as an additional insured on the Contractor's liability insurance policy or policies and a copy of the Certificate of Insurance shall be provided annually or when any changes occur. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. Upon execution of this Contract, the Contractor shall furnish the Alliance written verification supporting both the determination and existence of such insurance coverage. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract. The Contractor shall ensure that the Alliance has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department and the Alliance reserve the right to require additional insurance where appropriate.

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

17. Confidentiality of Information

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

18. Health Insurance Portability and Accountability Act

Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act (42 U.S.C. §§ 1320d to 1320d-9), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

19. Incident Reporting

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

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

20. Bankruptcy Notification

During the term of this contract, the Contractor shall immediately notify the Alliance if the Contractor, its assignees, sub-contractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Alliance: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name, address, and telephone number of the bankruptcy attorney.

21. Sponsorship and Publicity

- 21.1 Any nongovernmental organization which sponsors a program financed wholly or partially by state funds or funds obtained from a state agency shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by the State of Florida, Department of Elder Affairs and Alliance for Aging Inc." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs and the Alliance for Aging" shall appear in the same size letters or type as the name of the organization (s. 286.25, F.S.). This shall include, but is not limited to, any correspondence or other writing, publication or broadcast that refers to such program.
- 21.2 The Contractor shall not use the words "State of Florida, Department of Elder Affairs" and/or "Alliance for Aging, Inc." to indicate sponsorship of a program otherwise financed unless specific authorization has been obtained by the Alliance prior to use.

22. Assignments

- 22.1 The Contractor shall not assign its rights and responsibilities under this contract without the prior written approval of the Alliance. All contracts or agreements incorporating this Contract by reference shall remain binding upon the successors in interest of either the Contractor or the Alliance.
- 22.2 No approval by the Alliance of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the Alliance in addition to the dollar amount agreed upon in this contract.
- 22.3 The Alliance and/or the State of Florida is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any contract or agreement to another governmental agency in the PSA, upon giving prior written notice to the Contractor. In the event the Alliance and/or the State of Florida approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the contract or agreement.

23. Subcontracts

- 23.1 The Contractor is responsible for all work performed and for all commodities produced pursuant to this Contract, whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written agreement subject to all applicable terms and conditions of this contract. Alliance's approval of the service application presented by the Contractor shall constitute Alliance's approval of the Contractor's proposed subcontracts if the subcontracts follow the service and funding information identified in the Contractor's service application. All other subcontracts proposed to be funded under this contract must be approved in advance by the Alliance. The Contractor agrees that the Alliance shall not be liable to any subcontractor in any way or for any reason. The Contractor, at its expense, will indemnify and defend the Alliance against any subcontractor claims.
- 23.2 The Contractor shall promptly pay any subcontractors. Failure to pay subcontractors pursuant to any subcontract or as required by law may result in enforcement action under this contract.
- 23.3 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 sated in this contract are achieved.

- 23.4 The Contractor shall have a procurement policy that assures maximum free and open competition. Such procurement policy must conform, as applicable, with Federal and State contracting and procurement regulations, as set forth in 45 CFR part 74 - Sub-Part C, Ch. 287.057, F.S., U.S. Office of Management and Budget (OMB) Circular 110, Florida Department of Management Services (DMS) Rule 60A-1, F.A.C., and with the Department Program and Services Handbook.
- 23.5 The Contractor shall dedicate the staff necessary to meet the obligations of this Contract and ensure that subcontractors dedicate adequate staff accordingly.
- 23.6 The Contractor shall ensure that staff responsible for performing any duties or functions within this Contract have the qualifications as specified in the Department Programs and Services Handbook.

24. Service Cost Reports and Unit Cost Methodology 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, with the inclusion of a Unit Cost Methodology, in accordance with the Alliance's approved Reimbursement Rate Review Policy, which is incorporated by reference.

25. Funding Obligations

- 25.1 The Alliance acknowledges its obligation to pay the Contractor for the performance of the Contractor's duties and responsibilities set forth in any contract or agreement incorporating this Contract by reference.
- 25.2 The Alliance shall not be liable to the Contractor for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this Contract, including but not limited to terms governing the Contractor's promised performance and unit rates and/or reimbursement capitations specified.
- 25.3 The Alliance shall not be liable to the Contractor for any expenditure which is not an allowable cost as defined by applicable federal or state law, or which expenditures have not been made in accordance with the terms of this contract or fiscal or programmatic guidelines and requirements outlined by the current Department Programs and Services Handbook.
- 25.4 The Alliance shall not be liable to the Contractor for expenditures made in violation of regulations promulgated under the Older Americans Act, Department rules, Florida Statutes, or this contract.

26. Independent Capacity of Contractor

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

27. Payment

Payments shall be made to the Contractor for all completed and approved deliverables (units of service) as defined in ATTACHMENT I. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422, F.S. A Vendor Ombudsman has been established with the Florida Department of Financial Services and may be contacted at 800-342-2762.

- 27.1 Payments shall be made to the Contractor as services are rendered and invoiced by the Contractor. The Alliance will have final approval of the invoice for payment and will approve the invoice for payment only if the 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.
- 27.2 Payment Documentation Required:
The Contractor shall maintain documentation to support payment requests which shall be available to the Department, or the Alliance upon request. Invoices must be submitted in sufficient detail for a proper pre audit and post audit thereof. The

Contractor shall comply with all state and federal laws governing payments to be made under this contract including, but not limited to the following: (a) paragraph (16)(b) of s. 216.181, F.S., regarding advances; and (b) the Contract Payment Requirements subsection of section C of the Reference Guide for State Expenditures from the Department of Financial Services (http://www.dbf.state.fl.us/aadir/reference_guide/).

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

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

27.3 The Contractor and subcontractors shall provide units of deliverables, including reports, findings, and drafts as specified in this contract to be received and accepted by the Alliance's Contract Manager prior to payment.

28. Return of Funds

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

29. Data Integrity and Safeguarding Information

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

30. Computer Use and Social Media Policy

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

31. Conflicts of Interest

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

and management must disclose to the Alliance any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The Contractor's employees and subcontractors must make the same disclosures described above to the Contractor's board of directors. Compliance with this provision will be monitored.

32. Public Entity Crime

Pursuant to s. 287.133, F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

If the Contractor or any of its officers or directors is convicted of a public entity crime during the period of this agreement, the Contractor shall notify the Alliance immediately. Non-compliance with this statute shall constitute a breach of this agreement.

33. Purchasing

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

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

33.3 The Contractor shall provide a Certified Minority Business Expenditure (CMBE) Report summarizing the participation of certified suppliers for the current reporting period and project date. The CMBE Report shall include the names, addresses, and dollar amount of each certified participant, and a copy must be forwarded to the Alliance and must accompany each invoice submitted to the Alliance. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Florida Department of Elder Affairs, Minority Coordinator (850-414-2134) will assist with questions and answers.

34. Patents, Copyrights, Royalties

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

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

34.2 If this Contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR 200.315.

35. Emergency Preparedness and Continuity of Operations

35.1 The Contractor shall, within thirty (30) calendar days of the execution of this Contract, submit to the Alliance's Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the Contractor shall notify the Alliance of emergency provisions.

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

36. Equipment

36.1 Use of Contract Funds to Purchase Equipment

No funds under this Contract will be used by the Contractor to purchase equipment.

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

37. PUR 1000 Form

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

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

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

38. Use of State Funds to Purchase or Improve Real Property

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

39. Dispute Resolution

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

40. Corrective Action Plan

- a) Contractor shall ensure one hundred percent (100%) of the deliverables identified in the PROVISION OF SERVICE section of this contract and ATTACHMENT I, Section II – MANNER OF SERVICE PROVISION are performed pursuant to contract requirements.
- b) If at any time the Contractor is notified by the Alliance's Contract Manager that it has failed to correctly, completely, or adequately perform contract deliverables, the Contractor will have 15 days to submit a Corrective Action Plan ("CAP") to the Alliance's Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Department's Contract Manager. The Alliance shall assess a Financial Consequence for Non-Compliance on the Contractor for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Alliance will also assess a Financial Consequence for failure to timely submit a CAP.
- c) In the event Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Alliance shall deduct, from the payment for the invoice of the following month, one percent (1%) of the monthly value of the monthly invoiced funds in the Contract for each day the deficiency is not corrected. The Alliance shall also deduct, from the payment for the invoice of the following month, one percent (1%) of the monthly value of the invoiced funds in the contract for each day the Contractor fails to timely submit a CAP.
- d) If Contractor fails to timely submit a CAP, the Alliance shall deduct one percent (1%) of the monthly value of the invoiced funds in the Contract for each day the CAP is overdue, beginning the 11th day after notification by the Alliance's Contract Manager of the deficiency. The deduction will be made from the payment for the invoice of the following month.

41. Financial Consequences of Non-Performance

If the Contractor fails to meet the minimum level of service or performance identified in this agreement, or that is customary for the industry, then the Alliance must apply financial consequences commensurate with the deficiency. Financial consequences

may include, but are not limited to, contract suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of contract and reacquiring services from an alternate source.

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, Section I and Section 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, Section II of this contract.

- a) Delivery of services to eligible clients as referenced in ATTACHMENT I, Section I, 1.3 and Section II, 2.1 of this Contract – Failure to ensure adherence to established assessment and prioritization criteria as evidenced in CIRT reports will result in a reduction of payment equal to the percentage of new clients served who did not meet the criteria, compared to the total number of clients served.
 - b) Services and units of services as referenced in ATTACHMENT I, Section II, 2.2 of this Contract – Failure to ensure the provision of services in accordance with the current DOEA Programs and Services Handbook, and ATTACHMENT VII and submission of required documentation will result in a two percent (2%) reduction of payment per business day any identified deficiency is not cured or satisfactorily addressed.
 - c) Performance Specifications as referenced in ATTACHMENT I, Section II, 2.6 of this Contract – Failure to perform the performance specifications and oversight of ADI Program operations will result in a two percent (2%) reduction of payment per business day any identified deficiency in duties not cured or satisfactorily addressed in accordance with ATTACHMENT I, Section III, 3.6.
 - d) Exceptions may be granted solely, in writing, by the Alliance Contract Manager.
- 41.1 The Contractor will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Alliance.
- 41.2 No Waiver of Sovereign Immunity
Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

43. Venue

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

44. Entire Contract

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

45. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

46. Severability Clause

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.

47. Appropriations Condition Precedent to Contract

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

48. Addition/Deletion

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

49. Waiver

The delay or failure by the Alliance to exercise or enforce any of its rights under this Contract will not constitute or be deemed a waiver of the Alliance's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

50. Compliance

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

51. Final Invoice

The Contractor shall submit the final invoice for payment to the Alliance as specified in Paragraphs 3.4, 3.4.1 and 3.4.2 (date for final request for payment) of ATTACHMENT I. If the Contractor fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the Alliance may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and necessary adjustments thereto have been approved by the Alliance.

52. Modifications

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this Contract if revisions of any applicable laws or regulations make changes in this contract necessary. The parties agree that no such modifications or changes will be made to this Contract after **June 30, 2021**.

53. Suspension of Work:

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

54. Termination

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

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

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

55. Successors

This Contract shall remain binding upon the successors in interest of either the Alliance or the Contractor.

56. Electronic Records and Signature

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

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

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

57. Special Provisions

The Contractor agrees to the following provisions:

57.1 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. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Contractor shall notify Alliance's Contract Manager. 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 Contract Manager with a summary of the investigation and allegations.

57.2 Volunteers:

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

57.3 Enforcement

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

- a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;
- b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
- c. The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Alliance, or the Contractor has committed or repeated violations of Department standards;
- d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency; and/or
- e. The Contractor has failed to adhere to the terms of this contract.

- f. The Contractor consistently misses performance measure targets or does not demonstrate to the satisfaction of the Alliance that a program budget surplus/deficit problem is being addressed in order to avoid closing out the contract year with a budget variance of more than two percent.
- g. The Contractor has failed to properly determine client eligibility as defined in this Contract and the Department Programs and Services Handbook or efficiently managed program budgets.
- h. The Contractor has failed to implement and maintain an approved client grievance resolution procedure.
- i. In the alternative, the Alliance may, at its sole discretion, take immediate measures against the Contractor, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action
- j. In making any determination under this provision the Alliance may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating this Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Miami-Dade County.

57.4 Use of Service Dollars:

The Contractor will optimize the use of contract funds by serving the maximum possible number of individuals with appropriate care plans with the services allowed by this contract. The Contractor will spend all funds provided by this Contract to provide such services.

57.5 Surplus/Deficit Report:

The Contractor will 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.

57.6 Surplus Recapture:

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

58. Official Payee and Representatives

The name, address, and telephone number of the representative for the Alliance for this contract is:

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

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:	[Contractor Name & Address]
b.	The name of the contact person and street address where financial and administrative records are maintained is:	[Contractor Contact, Name, & Adress]
c.	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	[Contractor Contact, Name, Address, Phone #, Email]
d.	The section and location within the AAA where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Vice President for Finance Alliance for Aging, Inc. 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:	<p style="text-align: center;">Contract Manager Alliance for Aging, Inc. 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155</p>

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.

59. All Terms and Conditions Included

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

Contractor: [Contractor Name]

ALLIANCE FOR AGING, INC.

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

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

TITLE: _____

TITLE: PRESIDENT AND CEO

DATE: _____

DATE: _____

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ATTACHMENT I

ALZHEIMER'S DISEASE INITIATIVE PROGRAM

SECTION I. SERVICES TO BE PROVIDED

1.1. DEFINITIONS OF TERMS AND ACRONYMS

1.1.1 DEFINITIONS OF ACRONYMS

Alzheimer's Disease (AD)
 Alzheimer's Disease Initiative (ADI)
 Activities of Daily Living (ADL)
 Assessed Priority Consumer List (APCL)
 Adult Protective Services (APS)
 Client Information and Registration Tracking System (CIRTS)
 Community Care for Disabled Adults (CCDA)
 Corrective Action Plan (CAP)
 Department of Elder Affairs – (DOEA) or Department
 Department of Elder Affairs Program and Services Handbook (DOEA HANDBOOK)
 Home Care For Disabled Adults (HCDA)
 Instrumental Activities of Daily Living (IADL)
 Memory Disorder Clinic (MDC)
 Planning and Service Area (PSA)

1.1.2 PROGRAM SPECIFIC TERMS

Aging Out Clients: Individuals reaching 60 years of age who are being transitioned from the Department of Children and Families Services Community Care for Disabled Adults (CCDA) or Home Care for Disabled Adults (HCDA) services to the Department's community-based services.

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

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

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

Memory Disorder Clinic: Research oriented programs created pursuant to s. 430.502(1) and (2), F.S., to provide diagnostic and referral services, conduct basic and service-related multidisciplinary research, and develop training materials and educational opportunities for lay and professional caregivers of individuals with AD.

1.2 GENERAL DESCRIPTION

1.2.1 General Statement

The primary purpose of the ADI program is to provide a continuum of services addressing the special needs of individuals with AD, their families and caregivers.

1.2.2 Alzheimer's Disease Initiative Mission Statement

The ADI program ensures that persons afflicted with AD and other forms of dementia are given essential services to help them age in place in an elder-friendly environment with security, dignity, and purpose. The program also provides support to family members and caregivers of persons afflicted with AD.

1.2.3 Authority

The relevant authority governing ADI program are:

- a. Rule 58D-1, Florida Administrative Code
- b. Sections 430.501 through 430.504, F.S.
- c. The Catalog of State Financial Assistance (CSFA) Numbers are 65004 and 65002

1.2.4 **Scope of Service and Eligible Individuals**

The Contractor is responsible for the programmatic, fiscal, and operational management of the ADI program per this Contract. The program services shall be provided in a manner consistent with the Area Plan as updated and the current Department Programs and Services Handbook, which are incorporated by reference. The Contractor agrees to be bound by all subsequent amendments and revisions to the Department Programs and Services Handbook, and the Contractor agrees to accept all such amendments and revisions.

1.3 **Clients to be Served**

1.3.1 **General Eligibility**

The ADI Program addresses the special needs of individuals with AD or other related disorders and their caregivers.

1.3.2 **Individual Eligibility**

Clients eligible to receive services under this contract must:

- a. Be 18 years of age or older and have a diagnosis of AD or a related disorder, or be suspected of having AD or a related disorder; and
- b. Not be enrolled in a Medicaid capitated long-term care program.

1.3.3 **Targeted Groups**

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

SECTION II. MANNER OF SERVICE PROVISION

2.0 **CONDITIONS**

All services under this contract will be provided in a manner consistent with the conditions set forth in the current Department Programs and Services Handbook.

Client access to services, assessment and eligibility determination must conform to the protocols listed in ATTACHMENT C.

2.1 **SERVICE TASKS**

To achieve the goals of the ADI program, the Contractor shall perform or ensure the performance of its subcontractors, the following tasks:

2.1.1 **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 this ATTACHMENT I, Section 1.3.

2.1.2 **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. It is not the intent of the Department to remove existing clients from any services in order to serve new clients being assessed and prioritized for service delivery.

Priority Criteria for Service Delivery

- a. Individuals in nursing homes under Medicaid who could be transferred to the community;
- b. Individuals in nursing homes whose Medicare coverage is exhausted and may be diverted to the community;
- c. Individuals in nursing homes that are closing and can be discharged to the community;
- d. Individuals whose mental or physical health condition has deteriorated to the degree self-care is not possible, there is no capable caregiver, and institutional placement will occur within 72 hours; and
- e. For the purpose of transitioning individuals receiving CCDA and HCDA services through the Department of Children and Families' Adult Services to community-based services provided through the Department when services are not currently available, area agency on aging staff and lead agency case managers will ensure that "Aging Out" individuals are prioritized for services only after APS High Risk and Imminent Risk individuals.

2.1.3 Priority Criteria for Service Delivery for Other Assessed Individuals

The assessment and provision of services should always consider the most cost-effective means of service delivery. Functional impairment will be determined through the Department's functional assessment form administered to each applicant. The most frail individuals not prioritized as described in this attachment, Paragraph 2.1.2 will receive services to the extent funding is available.

2.1.4 Delivery of Services to Eligible Clients

The Contractor shall ensure the provision of a continuum of services addressing the diverse needs of individuals with AD and their caregivers. The Contractor shall ensure services are performed in accordance with the current Department Programs and Services Handbook. Services categories include:

- a. Caregiver Training/Support;
- b. Case Aide;
- c. Case Management;
- d. Counseling (Gerontological);
- e. Education/Training;
- f. Respite (Facility-Based);
- g. Respite (In-Home);
Specialized Adult Day Care;
- h. Specialized Medical Equipment, Services, and Supplies; and

Transportation

2.2 SERVICE TIMES AND LOCATION**Service Times:**

The Contractor shall ensure the provision of the services listed in this Contract is available at times appropriate to meet client service needs at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm.

Change in Locations:

The Contractor shall notify the alliance in writing a minimum of one week prior to making changes in location that will affect the Alliance's ability to contact the Contractor by telephone, facsimile, or email.

2.3 Service Units

Services will be reported in units as described in the Department Handbook.

2.4 REPORTS

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

2.4.2 Client Information and Registration Tracking System (CIRTS) Reports

The Contractor shall ensure timely input of ADI specific data into CIRTS. 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:

- a. Client Reports;
- b. Monitoring Reports;
- c. Service Reports;
- d. Miscellaneous Reports;
- e. Fiscal Reports; and
- f. Outcome Measures Reports.

2.4.3 The Contractor shall provide the Alliance with an expenditure plan by July 15 or two weeks after this contract has been signed; a monthly update is due on the 15th day of each following month. The expenditure plan and updates must follow the format provided by the Alliance.

- 2.4.4 The Contractor shall respond to surplus/deficit inquiries and will provide ad-hoc reports as requested by the Alliance.
- 2.4.5 The Contractor shall submit Program Highlights referencing specific events that occurred in SFY/FFY 2020-2021 by September 15, 2021. 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.

2.5 ELECTRONIC RECORDS AND DOCUMENTATION

The Contractor will ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRTS). Maintenance includes valid exports and backups of all data and systems according to Alliance and Department standards.

2.5.1 Timely Data Entry

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

2.5.2 Data Accuracy

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

2.5.3 Failure to Maintain CIRTS Database

Failure to ensure the collection and maintenance of the CIRTS data may result in the Alliance enacting the "Enforcement" clause of this agreement in ATTACHMENT I, Section 2.7, including delaying or withholding payment until the problem is corrected.

2.5.4 Computer System Backup and Recovery

Each Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of 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. A copy of the backed up data shall be stored in a secure, offsite location. The Contractor shall maintain written policies and procedures for computer backup and recovery. These policies and procedures shall be made available to the Alliance upon request.

2.6 PERFORMANCE SPECIFICATIONS

2.6.1 Outcomes

- a. The Contractor shall timely submit to the Alliance all reports described in ATTACHMENT I, SECTION 2.4 REPORTS;
- b. The Contractor shall timely submit to the Alliance all information described in ATTACHMENT I, SECTION 2.5 ELECTRONIC RECORDS AND DOCUMENTATION;
- c. The Contractor shall ensure services in this Contract are in accordance with the current Department Programs and Services Handbook.
- d. The Contractor shall establish procedures for handling complaints concerning adverse actions such as termination, suspension, or reduction in services, as per Section 8 of the Contract.
- e. The Contractor shall conduct client satisfaction surveys to evaluate and improve service delivery.
- f. The Contractor shall monitor and evaluate subcontractors and vendors for programmatic and fiscal compliance.

2.6.2 The performance of the Contractor in providing the services described in this Contract shall be measured by the current strategies for the following criteria:

- a. Percent of elders assessed with high or moderate risk environments who improved their environment score;

- b. Percent of new service recipients with high-risk nutrition scores whose nutritional status improved;
- c. Percent of new service recipients whose ADL assessment score has been maintained or improved;
- d. Percent of new service recipients whose IADL assessment score has been maintained or improved;
- e. Percent of family and family-assisted caregivers who self-report they are likely to provide care;
- f. Percent of caregivers whose ability to provide care is maintained or improved after one year of service intervention (as determined by the caregiver and the assessor).

The Contractor's performance will be documented in the Alliance's annual monitoring report.

2.7 Compliance and Enforcement

The Contractor shall comply with all the terms and conditions set forth in this contract, the Service Contractor Application and the most recent edition of the Department Programs and Services Handbook. The Contractor is also responsible for responding to any fiscal or programmatic monitoring items/issues within the timeframe stipulated by the Alliance. Monitoring Items/Issues may include Corrective Actions, Reportable Conditions or Quality Improvement Recommendations provided by the Alliance. The Contractor is also responsible to provide timely response to any inquiry related to program expenditures including, but not limited to, addressing program surplus or deficit and corresponding program spend-out plan.

Failure to meet any of the contractual requirements or compliance items mentioned above will result in the imposition of sanctions and/or other enforcement actions by the Alliance as stipulated in Section 41.

2.8 Contractor's Financial Obligations

Cost Sharing and Co-payments

The Contractor in conjunction with the Alliance shall establish an annual co-payment goal (amount to be collected from clients). Using the method prescribed in the current Department Program and Services Handbook, the Contractor shall project the annual co-payments to be collected from each active client in all income ranges prior to the start of each fiscal year. The Contractor is required to meet at least ninety percent (90%) of the goal.

2.9 Alliance for Aging Responsibilities

2.9.1 Program Guidance and Technical Assistance

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

2.9.2 Contract Monitoring

The Alliance will review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted annually through direct contact with the Contractor through telephone, in writing, or an onsite visit. 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:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled and follow-up onsite 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.

SECTION III. METHOD OF PAYMENT

3.1 General Statement of Method of Payment

The method of payment for this Contract includes advances, cost reimbursement for administration costs, as well as fixed rate and cost reimbursement for services. Payment may be authorized for all allowable expenditures to complete the tasks identified in the deliverables, in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. All Contractor requests for payment and expenditure reports submitted to support requests for payment shall be on Department forms 106Z and 105Z, included as

ATTACHMENTS IX, X, and XI. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on department forms.

3.1.1 Contractor invoices shall be submitted in accordance with ATTACHMENT VIII, except that invoices cannot be submitted beyond the date for final invoicing, as stated in this contract. Invoices submitted late will not be honored. Exceptions to this rule are at the discretion of the Alliance, on a case by case basis; such exceptions must be requested prior to the expiration of the invoicing deadline. In making a determination of the exception the Alliance will consider whether the disruption to the billing cycle was beyond the control of the Contractor, the frequency with which such exceptions are requested by the Contractor, and whether the Alliance can request reimbursement at a late date from the Department. Exceptions for invoicing late after the closeout date will not be made.

3.2 **Advance Payments:**

Non-profit contractors may request a monthly advance for service costs for each of the first two months of the contract period, based on anticipated cash needs. Detailed documentation justifying cash needs for advances must be submitted with the signed contract, approved by the Alliance, and maintained in the contract manager's file. All payment requests for the third through the twelfth months shall be based on the submission of monthly actual expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests is ATTACHMENT VIII to this Contract. Reconciliation and recouping of advances made under this Contract are to be completed by October. All advance payments are subject to the availability of funds.

3.3 Advance funds may be temporarily invested by the Contractor in an FDIC insured interest bearing account. All interest earned on contract fund advances must be returned to the Alliance within thirty (30) days of the end of the first quarter of the contract period.

3.4 **Final Request for Payment:**

3.4.1 The Contractor must submit the final request for payment to the Alliance no later than August 15, 2021; 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.

3.4.2 If the contract is terminated prior to the Contract end date of June 30, 2021, then the Contractor must submit the final request for payment to the Alliance no more than forty-five (45) days after the contract is terminated, but no later than August 15, 2021. 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.

3.5 **Documentation for Payment**

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

3.5.1 The Contractor must require subcontractors to enter all required data per the Department's CIRTSS Policy Guidelines for clients and services in the CIRTSS database. The data must be entered into the CIRTSS before the subcontractors submit their request for payment and expenditure reports to the Contractor. The Contractor shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Alliance.

3.5.2 The Contractor must require subcontractors to run monthly CIRTSS reports and verify client and service data in the CIRTSS 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 subcontractors' request for payment and expenditure reports can be approved by the Contractor.

3.6 **Remedies for Nonconforming Services**

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.

3.6.1 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.

3.6.2 Financial Consequences of Surplus

Contractor shall ensure the provision of services to the projected number of clients in accordance with Alliance's forecasts and within the contract amount. The Contractor shall ensure expenditure of one hundred percent (100%) of the contract amount budgeted for services to clients at the unit rates established in this contract. In the event the Contractor has a surplus of one percent (1%) or more at the end of the contract term, the Alliance will reallocate one percent (1%) of the budget for the next year contract term to other lead agencies found to be serving clients to the fullest extent of their allocated budgets.

3.6.3 The Alliance reserves the right to adjust the total award as well as the contracted unit rate to reflect Contractor costs and utilization rates based on active clients enrolled in the program.

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

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:

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

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

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

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or 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
7. 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.

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

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

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

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

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

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

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

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

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

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of s. 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.

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

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

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

1. The Contractor and any subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any subcontractors of services under this Contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

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

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

This certification is a material representation of upon which reliance was placed with this Contract was made or entered into.

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 Section 9 of this contract, and s. 119.0701(3) and (4), F.S., and any other applicable law, if a civil action is commenced as contemplated by s. 119.0701(4), F.S., and the Alliance and/or Department is named in the civil action, Contractor agrees to indemnify and hold harmless the Alliance and/or Department for any costs incurred by the Alliance and/or Department, and any attorneys’ fees assessed or awarded against the Alliance and/or 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 J above are true and correct.

 (Signature and Title of Authorized Representative)

 Contractor Date

 (Street Address)

 (City, State, Zip code)

FINANCIAL AND COMPLIANCE AUDIT

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

MONITORING

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

AUDITS**PART I: FEDERALLY FUNDED**

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

In the event that the Contractor expends \$750,000 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates federal resources awarded through the Department of Elder Affairs and the Alliance by this agreement. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of federal awards, including federal resources received from the Alliance or the Department of Elder Affairs. 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 Contractor 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 Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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

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

PART II: STATE FUNDED

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

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Contractor (for fiscal years ending September 30, 2004 or thereafter), the Contractor must have a State single or project-specific audit for such fiscal year in accordance with s. 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Alliance by this agreement. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Alliance, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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

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

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

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the Contractor directly to each of the following:

The Alliance for Aging, Inc. at the following address:

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

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

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

**Alliance for Aging, Inc.
Attn: Fiscal Monitor
760 NW 107th Ave. Suite 214
Miami, FL 33172-3150**

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

The Alliance for Aging, Inc. at the following address:

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

The Auditor General's Office at the following address:

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

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

Contractors, when submitting financial reporting packages to the Alliance 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 Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

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

**ATTACHMENT III
EXHIBIT – 1**

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL FEDERAL AWARD			

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Alzheimer’s Disease Initiative Program	General Revenue	65004	[Contract Award \$]
TOTAL AWARD			[Contract Award \$]

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

State Financial Assistance
Section 215.97 F.S.
Chapter 691-5 Fla. Administrative Code

**ATTACHMENT III
EXHIBIT-2****PART I: AUDIT RELATIONSHIP DETERMINATION**

Contractors who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or s. 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 is met. Contractors who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or s. 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 Sec. 210 of OMB Circular A-133 and/or Rule 69I-5.006, FAC, Contractor has been determined to be:

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

Recipient/sub-recipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

Exempt organization not subject to 2 CFR Part 200 and/or s. 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 s. 215.97(7), F.S., and Rule 69I-.006(2), F.A.C. [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

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

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

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

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

STATE FINANCIAL ASSISTANCE. 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 VI

ASSURANCES—NON-CONSTRUCTION PROGRAMS

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

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

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

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §§ 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION [Contractor Name].	DATE SUBMITTED

ATTACHMENT VII

ALZHEIMER'S DISEASE INITIATIVE 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
XXXXX	\$XXX	XXX	\$XXX
XXXXX	\$XXX	XXX	\$XXX
TOTAL			\$XXX

ATTACHMENT VIII

ALZHEIMER'S DISEASE INITIATIVE

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 9
4	August Expenditure Report	September 9
5	September Expenditure Report + 1/10 advance reconciliation	October 9
6	October Expenditure Report + 1/10 advance reconciliation	November 9
7	November Expenditure Report + 1/10 advance reconciliation	December 9
8	December Expenditure Report + 1/10 advance reconciliation	January 9
9	January Expenditure Report + 1/10 advance reconciliation	February 9
10	February Expenditure Report + 1/10 advance reconciliation	March 9
11	March Expenditure Report + 1/10 advance reconciliation	April 9
12	April Expenditure Report + 1/10 advance reconciliation	May 9
13	May Expenditure Report + 1/10 advance reconciliation	June 9
14	June Expenditure Report+ 1/10 advance reconciliation	July 9
15	Final Expenditure and closeout	August 15

Legend: * Advance based on projected cash need.

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

Note 2: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Alliance, payment is to accompany the report.

ATTACHMENT IX

**REQUEST FOR PAYMENT
Form 106
ADI**

Provider Name, Address, Phone# Provider: <input type="text"/> Address: <input type="text"/> Telephone: <input type="text"/>	Type Of Report		Contract #:	<input type="text"/>
	Advance	<input type="text"/>	Contract Period:	<input type="text"/>
	Reimbursement	<input type="text"/>	Report Period	<input type="text"/>
			REPORT #:	<input type="text"/>

CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.

Prepared By: _____ Date _____ Approved By: _____ Date: _____

BUDGET SUMMARY		ADI					TOTAL
Approved Contract Amount		0.00					0.00
Previous Month YTD Billed		0.00					0.00
Prior Month Ending Contract Balance		0.00					0.00
Current Month Amount Billed		0.00					0.00
Less Current Month Adv Payback		0.00					0.00
Contracted Funds Requested for Month		0.00					0.00

CO-PAYMENTS	CURRENT MONTH	YEAR-TO-DATE	Prior Mo. YTD
1. Total of Co-payments assessed	<input type="text"/>	\$ -	<input type="text"/>
2. Total of Co-payments collected	<input type="text"/>	\$ -	<input type="text"/>

(for Tracking Purposes only)

ATTACHMENT B

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

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

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

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
---------	---------	---------	------------	---------	----------	--	--

3. STAFF CURRENTLY EMPLOYED. Effective date:

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

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

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

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

6. Is an Assurance of Compliance on file with DOEA? If N/A or NO, explain. N/A YES NO

7. Compare the staff composition to the population. Is staff representative of the population? If N/A or NO, explain. N/A YES NO

8. Compare the client composition to the population. Are race and sex characteristics representative of the population? If N/A or NO, explain. N/A YES NO

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

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

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

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

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

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

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO
-
-
17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES NO
-
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
-
-
19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO
-
-
20. Are auxiliary aids available to assure accessibility of services to hearing and sight-impaired individuals? If NO, explain. YES NO
-
-

PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

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

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

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the contract language for DOEA recipients and their sub-grantees, 45 CFR 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3(b)(6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3(a) and 45 CFR 80.1(b)(2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3(b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3(a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3(a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6(d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504. 45 CFR 84.7(b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504. 45 CFR 84.7(a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8(a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52(d).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT C**REFERRAL PROTOCOL**

- Issue:** Screening, Triage, and Referral for Activation under the Alzheimer’s Disease Initiative (ADI) Program.
- Policy:** Referrals will be made based on availability of funds, in accordance with prioritization requirements.
- Purpose:** To ensure funding is spent expeditiously and consumers are given a choice of case management agencies, to the extent possible.

Procedure:**I. Roles and Responsibilities****A. Alliance for Aging / Aging and Disability Resource Center**

- Reconciles overall program and ADI Agency specific spending levels on a monthly basis to ensure the ADI Agency is operating within the funding allocations.
- Screens consumers to link with appropriate resources and prioritize for DOEA-funded programs and services.
- Releases cases for activation based upon ADI Agency Requests.
- Releases cases from the waiting list based on their prioritization score.
- Monitors compliance with service standards and outcome measures.
- Reviews files per the File Review Policies and Procedures.
- Reviews data in CIRTS.

B. ADI Agency

- Requests and accepts referrals from the Aging and Disability Resource Center, to serve an optimal caseload and to avoid surpluses or deficits in accordance with the Alliance Surplus/Deficit Analysis policy.
- Refers inquiries from consumers interested in services to the ADRC for Information and Referral to community resources, Screening, Triage, and Long-Term Care Options Counseling, as appropriate.
- Completes comprehensive assessments on new consumers and annual reassessment on existing consumers and develops care plans and reviews care plans semi-annually.
- Authorizes service delivery and enters data into CIRTS.
- Bills in CIRTS as appropriate.
- Monitors care plans in an effort to keep costs down while sustaining the individuals in the community.

II. Management of the Assessed Prioritized Consumer List (APCL).

- A.** As clients are referred to the ADRC, clients are provided information on community resources and programs available including private pay options. Persons are directed to those resources most capable of meeting the need they have expressed to ADRC staff. Cases presenting strong identifiers that indicate the consumer might benefit from publicly funded long-term care services are screened, entered into CIRTS, triaged and provided options counseling.

1. Consumers applying for the ADI program will be contacted by Intake Unit staff and screened using the statewide assessment form developed by the Department of Elder Affairs for this purpose (Form 701S). The 701S will determine their ranking on the appropriate waiting list(s) APCL status.
2. The ADRC will reassess consumers on the waiting lists according to the 2018 Department of Elder Affairs Programs and Services Handbook, or any revisions made thereafter.

B. HIPAA forms will be sent to the consumer as appropriate.

III. Opening New Cases

A. ADI Clients

1. The Alliance Fiscal Department will monitor ADI Agency specific spending levels on a monthly basis to ensure each ADI Agency is operating within its spending authority. In addition, the Alliance will analyze surplus/deficit projections, and share the information with the ADI Agency to assist in their determination of slot availability. The ADI Agency will request referrals directly from the ADRC. The Fiscal Department will be notified of the number of new cases being referred to the ADI Agency for activation.
2. Upon receipt of the request for referrals from the ADI Agency, the ADRC Intake Unit Supervisor will run the Prioritized Risk Report to identify the consumers on the APCL to be opened.
3. In response to the request for referrals, the ADRC Intake Unit Supervisor will refer wait listed clients to the ADI Agency for activation, in accordance with prioritization requirements. The Intake Unit will update the wait list enrollment using the appropriate code to terminate from the APCL, for release to the ADI Agency (TAEI).
4. Upon receipt of the list of clients released from the waiting list, the ADI Agency will enter the APPL enrollment, contact clients to offer program enrollment, and proceed with the process for activation. The ADI Agency will enter subsequent enrollments into CIRTS to reflect client status.
5. The Alliance will oversee the enrollment process to ensure referrals have timely outcomes in CIRTS.
6. **Choice (for Miami-Dade County only):** In the event that unallocated funds become available at the Alliance to allow for new client enrollments into ADI, the ADRC will contact consumers from the waiting list to offer choice of ADI Agency. If the client is no longer interested in receiving services, the next client on the list will be contacted.
 - a. Intake Unit Specialists will contact the client to obtain choice of Provider. The client referral will then be sent to the ADI Agency selected by the client.
 - b. If after two attempts by phone the Intake Unit staff is unable to reach the consumer, a contact letter will be sent.
 - c. If there is still no contact made with the consumer after these attempts, the Intake Unit will close CIRTS enrollments (TALO).
 - d. If the consumer later contacts the Elder Helpline, the consumer can be placed back on the APCL if they so desire.
 - e. Upon receipt of referral, the ADI Agency will enter the APPL enrollment, and subsequent enrollments to reflect client status. Contract amendments will follow in accordance with the number of clients referred for activation.

B. Statewide Medicaid Managed Care Long Term Care Program Clients

1. The Department of Elder Affairs will run the statewide APCL (Assessed Priority Consumer List) report to review clients wait listed for the SMMCLTCP program. DOEA will provide the ADRC with a list of individuals authorized for release from the APCL.
2. For clients identified as active in ADI and authorized for release from the SMMCLTCP waiting list, the ADRC will be responsible for the SMMCLTCP application process. For ADI active clients, the ADRC will notify the ADI Agency in order to waive the ADI co-pay.

IV. Clients Changing ADI Agencies

A. Frequency of Changes

1. Consumers may change ADI Agencies on a monthly basis if they so choose.
2. Consumers will need to request a change of ADI Agency by the first (1st) of the month in order for the change to be in effect by the 16th of that same month.
3. If the request is made after the first of the month, the change will take effect by the 16th of the following month.

i. Process for Changing

1. Requests to change case management agency must come from the client or their personal representative to the ADRC/Elder Helpline. Requests made by a case management agency will not be honored.
2. When requesting a change, the consumer will be asked by the ADRC staff person to share his/her reasons for doing so; if they spoke with their case management agency about their concerns; and if they would like to speak with someone else at that agency.
3. If the consumer chooses to call the agency, nothing will be done until the consumer calls the ADRC back requesting a change.
4. If the consumer does not want to speak with the ADI Agency and wants to change, the ADRC will initiate the transfer process. A verbal choice will be accepted and documented in the REFER database.
5. The ADRC/ Intake Unit will send a Transfer Form to the selected ADI Agency and to the current ADI Agency. Both ADI Agencies will work closely with the ADRC to ensure the transfer process is completed by the 15th of the month, as long as the transfer request was received at the ADRC by the first of that same month.
6. The ADRC Intake Unit will change the owner provider record in CIRTS to the new ADI Agency.
7. The current ADI Agency will terminate enrollment in CIRTS as of the 15th of the month when the transfer is to take place. The new ADI Agency will activate enrollment in CIRTS as of the 16th of the month when the transfer is to take place.
8. Each ADI Agency will notify its respective vendors of the termination and/or activation of services for the transferred client as appropriate.
9. Services will start on the 16th of the month when the change becomes effective.

Note: These ADRC policies and procedures are subject to change. Any modifications will be done through a contract amendment.

ATTACHMENT E

Alliance for Aging, Inc.
Data Privacy and Security Business Associate Agreement

This Business Associate Agreement (“BA Agreement”) is dated _____, by the **Alliance for Aging, Inc.** (“Alliance”) and [Contractor Name], (“Business Associate”), a not-for-profit Florida corporation.

1.0 Background.

- 1.1 The Alliance has entered into one or more contracts or agreements with Business Associate (“Service Agreement”) that involves the use of Protected Health Information (PHI).
- 1.2 The Alliance, recognizes the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and has indicated its intent to comply in the County’s Policies and Procedures.
- 1.3 State and federal laws and regulations may establish specific conditions on when and how covered entities may share information with contractors who perform functions for the Alliance and how that information must be kept private and secure, and how individuals must be given access to their information. Such laws and rules, to the extent applicable to the Service Agreement, will be referred to in this BA Agreement as the Confidentiality Laws.
- 1.4 The parties wish to ensure that all individually identifiable health information or other personal data used and disclosed pursuant to the Service Agreement is kept secure and used and disclosed only as permitted by the Confidentiality Laws. The Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (2009) and its implementing regulations, require business associates of covered entities to comply with the HIPAA Security Rule, as set forth in, but not limited to 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 (2009) and such sections shall apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity. Neither Alliance nor Business Associate admit that they are subject to these provisions, but nevertheless intend that PHI, as defined below, will be used by Business Associate only as contemplated by HIPAA and the HITECH Act and as permitted by the Confidentiality Laws.

The parties therefore agree as follows:

- 2.0 **Definitions.** For purposes of this BA Agreement, the following definitions apply in addition to definitions elsewhere in the BA Agreement:
- 2.1 **Access.** The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.
- 2.2 **Administrative Safeguards.** The administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic Protected Health Information (ePHI) and to manage the conduct of the entity’s workforce in relation to the protection of that information.
- 2.3 **Authentication.** The corroboration that a person is the one claimed.
- 2.4 **Availability.** The property that data or information is accessible and useable upon demand by an authorized person.
- 2.5 **Breach.** The unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.
- 2.6 **Confidentiality.** The property that data or information is not made available or disclosed to unauthorized persons or processes.

- 2.7 **Information System.** An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
- 2.8 **Integrity.** The property that data or information have not been altered or destroyed in an unauthorized manner.
- 2.9 **Malicious software.** Software, for example, a virus, designed to damage or disrupts a system.
- 2.10 **Password.** Confidential authentication information composed of a string of characters.
- 2.11 **Physical Safeguards.** The physical measures, policies, and procedures to protect an entity's electronic information systems, as well as its buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 2.12 **Privacy Rule.** The Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
- 2.13 **Protected Information. (PHI)** Personal facts about individuals, including individually identifiable information as defined in 45 CFR §160.103, medical records subject to Section 456.057, Florida Statutes, hospital records subject to 395.3025, Florida Statutes, customer records and personal information protected under Section 501.171, Florida Statutes, and other personal data, whether in paper or electronic form, subject to state or federal laws or regulations limiting use or disclosure, or subject to contractual obligations of confidentiality, limited to the information created or received by Business Associate from or on behalf of Alliance.
- 2.14 **Required by Law.** Has the same meaning as the term "required by law" in 45 CFR § 164.103.
- 2.15 **Secretary.** The Secretary of the Department of Health and Human Services or his or her designee.
- 2.16 **Security incident.** The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 2.17 **Security or Security measures.** All of the administrative, physical, and technical safeguards in an information system.
- 2.18 **Security Rule.** The Security Standards for the protection of Electronic Protected Health Information at 45 CFR part 164, subpart C, and amendments thereto.
- 2.19 **Technical Safeguards.** The technology and the policy and procedures for its use that protect electronic protected health information and control access to it.
- 2.20 **Unsecured PHI.** Protected health information that is not secured through the use of technology or methodology specified by the Secretary in guidance issued under 42 U.S.C. section 17932(h)(2).
- 2.21 All other terms used, but not otherwise defined, in this BA Agreement shall have the same meaning as those terms in the Privacy Rule.
- 3.0. **Obligations and Activities of Business Associate.**
- 3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this BA Agreement, the Service Agreement, or as Required by Law.
- 3.2 Business Associate agrees to:
- (a) Implement policies and procedures to prevent, detect, contain and correct Security violations in accordance with the Security Rule;
 - (b) Prevent use or disclosure of the PHI other than as provided for by this BA Agreement or as required by law;

- (c) Reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that the Business Associate creates, receives, maintains, or transmits on behalf of the Alliance; and
 - (d) Comply with the Security Rule requirements including the Administrative Safeguards, Physical Safeguards, Technical Safeguards, and policies and procedures and documentation requirements set forth in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.
- 3.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BA Agreement.
- 3.4 Business Associate agrees to promptly (within 48 hours) report to Alliance any use or disclosure of the PHI not provided for by this BA Agreement of which it becomes aware. This includes any requests for inspection, copying or amendment of such information and including any security incident involving PHI.
- 3.5 Business Associate agrees to notify Alliance without unreasonable delay of any breach pertaining to:
- (a) Identification of any individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such security breach; and
 - (b) All information required for notices required by Section 501.171, Florida Statutes, as well as the Privacy Rule and Security Rule, and such other information requested by the Alliance.
- 3.6 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Alliance, agrees to the same restrictions and conditions that apply through this BA Agreement and the Service Agreement to Business Associate with respect to such information.
- 3.7
- (a) Business Associate agrees to provide access, at the request of the Alliance during regular business hours, to PHI to the Alliance or, as directed by Alliance, to an individual in order to meet the requirements the Confidentiality Laws; and
 - (b) Business Associate agrees to make any amendment(s) to PHI that the Alliance directs or agrees to at the request of the Alliance within 10 business days of receiving the request.
- 3.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Alliance, available to the Alliance or to relevant regulatory authorities, which may include the Secretary, upon request of the Alliance or the Secretary for purposes of determining compliance with applicable Confidentiality Laws.
- 3.9 Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Alliance to respond to a request by an individual for an accounting of disclosures of PHI in accordance with the Confidentiality Laws.
- 3.10 Business Associate agrees to provide to the Alliance, upon request, information collected to permit the Alliance to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Confidentiality Laws.
- 3.11 Business Associate specifically agrees to use security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in electronic or any other form, that it creates, receives, maintains, or transmits on behalf of the Alliance.
- 3.12 Business Associate agrees to implement security measures to secure passwords used to access PHI that it accesses, maintains, or transmits as part of this BA Agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.
- 3.13 Business Associate agrees to implement security measures to safeguard PHI that it accesses, maintains, or transmits as part of this BA Agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

- 3.14 Business Associate agrees to comply with all other applicable Confidentiality Laws including, but not limited to, restrictions on the sale of PHI and any obligations under the Confidentiality Laws delegated by the Alliance to Business Associate, including any obligations under the Privacy Rule, and agrees to use and disclose only the minimum necessary PHI to fulfill its obligations under this BA Agreement and the Service Agreement.
- 4.0 **Permitted Uses and Disclosures by Business Associate.**
Except as otherwise limited in this Agreement or any related agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Alliance as specified in any and all contracts with Alliance provided that such use or disclosure would not violate the Privacy Rule if done by Alliance or the minimum necessary policies and procedures of the Alliance.
- 5.0 **Specific Use and Disclosure Provisions.**
- 5.1 Except as otherwise limited in this BA Agreement, the Service Agreement or any Confidentiality Laws, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 5.2 Except as otherwise limited in this BA Agreement, the Service Agreement, or any Confidentiality Laws, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 5.3 Business Associate may use PHI to provide data aggregation services to the Alliance as permitted by the Confidentiality Laws, but only when specifically authorized in writing by the Alliance.
- 6.0 **Obligations of Alliance.**
- 6.1 The Alliance shall notify Business Associate of any restriction to the use or disclosure of PHI to which the Alliance has agreed to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 6.2 **Permissible Requests by the Alliance.** Except for data aggregation or management and administrative activities of Business Associate, the Alliance shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Alliance.
- 7.0 **Effective Date and Termination.**
- 7.1 The Parties hereby agree that this BA Agreement is effective as of the date above and amends, restates and replaces any other Business Associate Agreement currently in effect between the Alliance and Business Associate.
- 7.2 **Termination for Cause.** Upon the Alliance's knowledge of a material breach by Business Associate, the Alliance may:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this agreement if Business Associate does not cure the breach or end the violation within the time specified by the Alliance; or
 - (b) Immediately terminate this BA Agreement and may also terminate the Service Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- 7.3 **Effect of Termination.** Except as provided in subparagraph (b) of this section, upon termination of this agreement, for any reason, Business Associate shall return all PHI received from the Alliance or created or received by Business Associate on behalf of the Alliance. No PHI shall be destroyed without the express written permission of the Alliance.
- (a) This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(b) In the event that Business Associate or Alliance determines that returning the PHI is infeasible, notification of the conditions that make return of PHI infeasible shall be provided to the Affiliate. If the Affiliate agrees that termination is infeasible, Business Associate may retain the PHI, subject to the requirements of this BA Agreement. Business Associate shall extend the protections of this BA Agreement to such retained PHI and limit further uses and disclosures of such retained PHI for long as Business Associate maintains such PHI.

- 8.0 **Regulatory References.** A reference in this agreement to a section in the Privacy Rule or Security Rule or other Confidentiality Law means the section then in effect or as may be amended in the future.
- 9.0 **Amendment.** The Parties agree to take such action as is necessary to amend this agreement from time to time as is necessary for the Alliance to comply with the requirements of the Confidentiality Laws.
- 10.0 **Survival.** Any term, condition, covenant or obligation which requires performance by either party hereto subsequent to the termination of this BA Agreement shall remain enforceable against such party subsequent to such termination.
- 11.0 **Interpretation.** Any ambiguity in this BA Agreement shall be resolved to permit the Alliance to comply with the Confidentiality Laws.
- 12.0 **Notices.** All notices and communications required, necessary or desired to be given pursuant to this BA Agreement, including a change of address for purposes of such notices and communications, shall be in writing and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

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

To Business Associate: [Contractor Name & Address]

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

- 13.0 **Governing Law.** The laws of the State of Florida, without giving effect to principles of conflict of laws, govern all matters arising under this BA Agreement.
- 14.0 **Severability.** If any provision in this agreement is unenforceable to any extent, the remainder of this BA Agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.
- 15.0 **Successors.** Any successor to Business Associate (whether by direct or indirect or by purchase, merger, consolidation, or otherwise) is required to assume Business Associate's obligations under this BA Agreement and agree to perform them in the same manner and to the same extent that Business Associate would have been required to if that succession had not taken place. This assumption by the successor of the Business Associate's obligations shall be by written agreement satisfactory to the Alliance.
- 16.0 **Entire Agreement.** This BA Agreement, together with the Service Agreement, constitutes the entire agreement of the parties relating to the subject matter of this BA Agreement and supersedes all other oral or written agreements or policies relating thereto, except that this agreement does not limit the amendment of this agreement in accordance with section 9.0 of this BA Agreement.

Alliance for Aging, Inc.

By: _____
(signature)

Date: _____

Business Associate: [Contractor Name].

By: _____
(signature)

Date: _____



BACKGROUND SCREENING

Affidavit of Compliance - Employer

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

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

ATTESTATION:

As the duly authorized representative of _____
Employer Name

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

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

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

 Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

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

 Print, Type, or Stamp Commissioned Name of Notary Public

 Notary Public

APPENDIX II

Notice of Intent to Submit a Proposal

for

Alzheimer's Disease Initiative Program

Request for Proposals Issued October 23, 2019

Date _____

Agency Name _____

Address _____

City, State, Zip _____

Telephone Number _____ Fax Number _____

Email Address _____

Contact Person _____

Contract Person's Telephone Number _____

ALLIANCE FOR AGING, INC. USE ONLY:

DATE RECEIVED: _____

TIME RECEIVED: _____

RECEIVED BY: _____

APPENDIX III

Contract Terms and Conditions Statement

In the event _____ ,
(Name of Agency)

is designated an ADI Agency and awarded a contract for the provision of services based on this Request for Proposals for the Alzheimer's Disease Initiative Program,

(Name of Agency)

agrees to abide by and comply with all the terms and conditions set forth in the sample ADI Contract included as Appendix I to the RFP.

Signature of Authorized Representative

Date

APPENDIX IV

Statement of No Involvement

I, _____, as the authorized representative

of _____, certify that this agency, no member of this agency, or no person having an interest in this agency, has been awarded a contract by the Alliance, on a noncompetitive basis to:

- (1) participate in drafting of any aspect of this RFP;
- (2) perform a feasibility study of the potential implementation of the contracts being procured through this RFP; or
- (3) develop a program for future implementation that covers the services being procured through this RFP.

Signature of Authorized Representative

Date

APPENDIX V

Unit Cost Methodology Worksheet Instructions

CONTRACT MODULE INSTRUCTIONS General Requirements:

The **Contract Module** is comprised of the Department of Elder Affairs' **Unit Cost Development Worksheets**, the **Availability of Documents**, the **Organizational Capability Package**, and the **Bidder Checklist**. The Unit Cost Development Worksheets (consisting of the Personnel Allocations Worksheet, Unit Cost Worksheet, and Supporting Budget by Program Activity) are included with the Excel workbook entitled "2020-2021 SGR Contract Module Worksheets.xls." All Contract Module documentation (with the exception of documents in the Organizational Capability Package) must be completed using the required Word documents and Excel worksheets. The Excel worksheets include formulas and links intended to assist the bidder. These formulas and links should not be overwritten or altered. It is important that the bidder review the detailed instructions and worksheets before beginning the unit cost development process.

The bidder should include additional documentation wherever clarification is needed.

Section II.B.1.a – Personnel Allocations Worksheet:

The **Personnel Allocations Worksheet** is located in the Excel workbook entitled "2020-2021 ADI RFP Contract Module Worksheets.xls." This spreadsheet is the first of the three **Unit Cost Development Worksheets** to be completed by the bidder. The **Personnel Allocations Worksheet** develops the staff time allocations for each DOE funded service. It is intended to include all staff positions within the bidder's agency (including non-ADI staff). The allocation of staff time must be based on recent time studies or other accurate and verifiable documentation.

Before beginning the Worksheet:

- 1) Hide the Service Columns that are not applicable to your agency or the Service Provider Application as this will make the worksheet much more manageable. All service titles offered through the ADI program and this RFP are highlighted in dark green for your convenience.
- 2) Complete the "Freeze Panes" option by completing the following steps: select the cell within the spreadsheet to freeze (on this spreadsheet it is often cell L10), click View, click Freeze Panes, and then, click Freeze Panes within that option. This will make working with the spreadsheet much more manageable. As you will notice there are other "Freeze Panes" options available. Also, when you no longer want the worksheet Freeze Pane on, complete the following: click View, click Freeze Panes, and then click "Unfreeze Panes" within that option.

Note: The Freeze Panes option freezes all cells above and to the left of the cell selected to freeze.

Start by inserting the personnel information on the first line (cell A10). Use one line for each employee. Include all agency personnel. Add rows as necessary to include all personnel. Include the proposed gross wages and net available hours calculations for each employee. Volunteers can be shown with "0" wages and net available hours. For each position, manually insert the percentage of time allocated to one or more of the services (the allocations must be based on recent time studies or other accurate and verifiable documentation). The worksheet will calculate the amount of time and wages allocated to each service.

Priority Items

- All positions must be shown individually, and all personnel allocations must equal 100%. It is important to ensure proper personnel allocations per employee.
- If your agency uses Paid Time Off (PTO), instead of the individual categories of Holidays, Sick, and Annual Leave, include the total PTO per employee under the Annual Leave category.
- Importance of Other Non-Billable Time and the Net Available Hours Categories
These categories are essential in assessing the time available for Direct Service Workers unit achievement by service. The total “HR/UNIT” information will be carried over to the Unit Cost Worksheet to develop the “Number of Billing Units” for all services which equate a staff hour with a unit of service.
Note: Having the correct Net Available Hours for all Direct Services is a key component to the “Number of Billing Units” on the Unit Cost Worksheet.
- Management & General (M&G) Cost Pool
Personnel Positions normally associated with M&G Cost Pool are Executive Director and Assistant Director(s), fiscal staff, human resource staff, data processing office staff, and all related supporting personnel for those offices. These positions should be placed 100% in this cost pool unless a portion of these positions are providing direct service of which a percentage may be allocated directly to the service. Exceptions to this rule are if any of these positions are participate in lobbying, fundraising or other activities unallowable under state and federal grants, if this is the case an appropriate proportion of time should be allocated to these unallowable activities. These costs are allocated to the various services on the next worksheet, the “Unit Cost Worksheet”.
- Facilities & Maintenance Cost Pool
Personnel Positions normally associated with this cost pool are maintenance, janitorial, or security staff. These positions should be placed 100% in this cost pool. These costs are allocated to the various services on the next worksheet, the “Unit Cost Worksheet”.
- Non-DOEA Services and Activities (far-right on spreadsheet)
A percentage of any personnel that provide direct service to programs not funded with DOEA funding should be captured here.
- Fundraising and Unallowable Activities (far-right on spreadsheet)
Personnel positions, or percentages of personnel positions that provide fundraising, lobbying, or other unallowable activities, should be captures here.
- There are multiple percentage and total “Check Points” located in the far-right column on the Personnel Allocation Worksheet. Allow these check points to work for you and assist you in locating areas of concern within the spreadsheet.

Section II.B.1.b – Unit Cost Worksheet:

The **Unit Cost Worksheet** is located in the Excel workbook entitled “2020-2021 ADI RFP Contract Module Worksheets.xls.” This spreadsheet is the second of the three **Unit Cost Development Worksheets** to be completed by the bidder. The **Unit Cost Worksheet** develops an “agency-wide” unit rate for each DOEA

funded service. It is intended to include all of the agency's budgeted units and costs for the proposed annual period *no matter what the funding source*.

Total personnel wages for each service are linked to the **Personnel Allocations Worksheet**. Personnel benefits are calculated by formula, unless more accurate manual allocations are documented and made. Specific cost categories for other budgeted costs are identified. Budgeted costs that can be directly charged to a service should be manually included in that service. Budgeted costs that apply to all services can be included and allocated by formula using the "Management & General Cost Pool" and the "Facilities & Maintenance Cost Pool." Considerations and allowances are given to bidders who may include service subcontractors or in-kind costs in their budgets.

The **Unit Cost Worksheet** develops an "agency-wide" or "total" unit rate by taking the total budgeted cost for each service and dividing this cost by the proposed "agency-wide" or "total" units to be achieved during the contract period. This total unit rate becomes the basis for the bidder's proposed unit rate for the services funded by the Alliance.

The Prior year Historical Costs and Proposed Increase/Decrease columns are included to provide clarity of any changes that occur between your prior actual costs and projected budgets on these worksheets.

There are multiple "Check Points" located in the far-right column (Column BU) on the Unit Cost Worksheet. Allow these check points to work for you and assist you in locating areas of concern or unreconciled allocations within the spreadsheet.

1. Line Item Expenses (rows 8 – 32)

A. Wages (row 8): will be carried over from Personnel Allocation Worksheet calculated via FORMULA

B. Fringe (row 9): the total agency fringe expense must be **MANUALLY INPUT** into cell B9, and then the total fringe will be automatically spread based on the Personnel Allocation percentages.

Note: if you choose not to use the total Personnel Allocations as your Fringe allocation – a separate worksheet is required, noting by position each Fringe Allocation.

All Line Item Expenses other than the two noted above (Wages and Fringe) must be **MANUALLY INPUT and spread appropriately to all service categories.**

C. Subcontractors (rows 21-25):

- 1) Multiple subcontracts for services having the same unit costs can be grouped (consolidated) and should be spread appropriately (i.e. In-Home Service subcontract could be spread to Homemaker, Personal, Care, and In-Home Respite).
- 2) If subcontractors with the same unit costs are grouped, the subcontractor names must be indicated on the area on the bottom portion of the worksheet,
- 3) Subcontracts cannot be grouped or consolidated unless they have the same cost per unit.

2. Service Subcontract Allowance and Service Subcontract Adjustment (rows 32 and 33)

Service Subcontract Allowance (row 32) – **MANUAL INPUT**

The agency should input the amount of the subcontract if it is under \$25,000 and input a maximum of \$25,000 per subcontract for all subcontracts that are over \$25,000.

Example: if the following Respite subcontracts are noted as subcontracts:

ABC HMKR \$150,000

EZ HMKR \$ 16,000
Premier HMKR \$ 22,000

The Service Subcontract Allowance amount would be \$63,000 (\$25,000 for ABC, \$16,000 for EZ, and \$22,000 for Premier – for a total of \$63,000).

Service Subcontract Adjustment (row 33) – calculated via FORMULA

The Subcontract Adjustment will automatically calculate based on the information input for the Service Subcontract Allowance (SSA). The SSA will then be deducted from the Agency’s Total Allowable Costs (row 30) to create the Total Modified Direct Costs (row 36), which is the basis for the Reallocation of Management & General Costs (row 35).

Note that although the adjustment initially reduces service cost for the service, the intention behind the Allowance is to provide a greater allocation of the Management & general Cost pool to the services utilizing subcontracts.

3. Reallocate Management & General Costs (row 35) – calculated via FORMULA
As stated above, the M & G Cost Pool is reallocated based on the percent of funding in the Total Modified Direct Costs (row 36).
4. Reallocate Facilities & Maintenance (Space) Costs (row 38) – calculated via FORMULA based on the Square Footage which must be MANUALLY INPUT into row 39. Total Square feet is placed in cell B39, and the allocation per service is manual.
5. Total Cost by Service (row 41) - calculated via FORMULA
This item is formula driven and adds the Total Allowable Cost (row 30), the Allocation of M & G (row 35), and the Allocation of F & M (row 38) to provide the Total Cost by Service (row 41).
6. Number of Billing Units (estimated) (row 43) – MANUAL INPUT – COMPLETE THIS ITEM LAST.
Note: When developing the Number of Units billed, consider such things as units within subcontract agreements.

Review and analyze the multiple “Check Points” located in the far-right column on the Unit Cost Worksheet (column BT). All “Line Item Expenses” (rows 8-29) should equate to zero in column BT. Additionally, notes are included on the right of “column BT” for all other allocations to assist you in checking the spreadsheet for accuracy.

Section II.B.1.c – Supporting Budget by Program Activity:

The **Supporting Budget by Program Activity Worksheet** is located in the Excel workbook entitled “2020-2021 ADI RFP Contract Module Worksheets.xls.” This spreadsheet is the third of the three **Unit Cost Development Worksheets** to be completed by the bidder. The **Supporting Budget by Program Activity Worksheet** develops the “adjusted cost per unit of service” for each service funded by the Alliance. It is intended to include any required match and other resources that may affect the proposed unit rate.

Unlike the first two worksheets, the **Supporting Budget by Program Activity Worksheet** reflects only the proposed units and funding available for the specific program and services funded by the Alliance. It is not an “agency-wide” spreadsheet. The unit rate developed on the **Unit Cost Worksheet** is linked to the **Supporting Budget by Program Activity Worksheet** for each funded service. This rate is then “adjusted” for match (OAA

3B, C1, C2, 3E, and CCE only), client co-payments, program income, or other resources contributed by the bidder. These factors and the allocation determined by the Alliance will result in the proposed units to be achieved and the proposed unit rate.

As with the other worksheets, the service titles offered through the ADI program are highlighted in dark green for your convenience. It is recommended to hide the columns of the services not relevant to this RFP.

- Line 1: This will automatically calculate for service cost and units are utilized in the Unit Cost Worksheet.
- Line 2: This will automatically link to the Unit Cost Work Sheet.
- Line 2a: This will automatically link to the Unit Cost Work Sheet.
- Line 3: Less NSIP: Not Applicable for ADI.
- Line 4: Less Cash Match: Not Applicable for ADI.
- Line 5: Less In-Kind Match: Not Applicable for ADI.
- Line 6: Less Co-Pay Used as Match: Not Applicable for ADI
- Line 7: Total Match Commitment this line automatically calculates and adds all Matching components (lines 4 – 6).
- Line 8: Less Program Income: enter the amount of program income received by the Agency, this is normally based on historical data.
- Line 9: Less Co-Pay Used as Program Income: this should include any additional Co-Pay budgeted that is not shown in Line 6 (Co-Pay Used as Match). Normally, all Co-Pay is used as match and shown on Line 6.
- Line 10: Less Other Non-Matching Cash: This line is often used to balance the budget to the Adjusted Budgeted Cost or to further buy-down the cost being charged to the Federal or State contract.
- Line 11: Adjusted Budgeted Cost: This line is automatically calculated.
- Line 12: Adjusted Cost Per Unit of Service: This line is automatically calculated.
- Line 11: Estimated Number of UNDUPLICATED Clients: input the unduplicated clients per service. This is normally based on historical CIRTS data.

Section II.B.2 – Availability of Documents

The **Availability of Documents** is located in the SPA (RFP Appendix VIa) Section II.B.2. The form must be signed and attached to the RFP response.

Section II.B.3 – Organizational Capability Package:

Information regarding the **Organizational Capability Package** is located in the RFP Appendix VIb. The **Organizational Capability Package** identifies other required documentation that must be submitted.

APPENDIX VIa

Alliance for Aging, Inc. State General Revenue Programs Service Provider Application 2019 ADI RFP

This packet contains the application formats to be used by bidders seeking to be designated by the Alliance as an ADI Agency and to be awarded contracts pursuant to which they would receive funding under the following DOEA State General Revenue funded programs:

Alzheimer's Disease Initiative



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Alliance for Aging, Inc.
State General Revenue Programs (ADI)
Service Provider Application (SPA)

Section II. A.

Program Module – General Requirements

II.A.1. ALZHEIMER'S DISEASE SERVICE SYSTEM COUNTYWIDE

Alzheimer's Disease Initiative (ADI) Agency funding is contingent upon the bidder's demonstrated ability to accept referrals and provide case management and a continuum of services on a county-wide basis for all eligible consumers residing in the specific county.

In order to ensure the provision of a continuum of services addressing the diverse needs for individuals with AD and their caregivers, Case Management and Case Aide must be provided directly by the ADI Agency and by that agency only. All Respite services must be provided either directly by each ADI Agency or through a qualified subcontractor. All other services (referenced in Section A.3 of the RFP) must be coordinated or provided, as needed, either directly by each ADI Agency, through a qualified subcontractor, or coordinated through other community resources. Specialized Adult Day Care must be provided in accordance with Section 429.918, Florida Statutes.

Services must be provided countywide in accordance with Section 1.1.a.2. of the RFP and as stated in the paragraph above.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic.

- a. Describe your agency's ability to accept referrals and provide services countywide to include:
 - Providing Case Management directly by your Agency.
 - Providing all Respite services must be provided either directly by each ADI Agency or through a qualified subcontractor.
 - Coordinating or providing all other ADI services (referenced in Section A.3 of the RFP) as needed directly, through a qualified subcontractor, or through other community resources.

- b. Describe your agency's ability to manage a coordinated service system of in-home and center-based AD services to ensure county-wide coverage.

II.A.2. Consumer Identification

The ADRC and ADI Agencies are charged with the responsibility to identify and inform individuals with AD or related memory disorders and their caregivers of the range and availability of services. This may be carried out in cooperation with church, civic, social, and medical organizations.

ADI Agency staff should participate in local networks and consortiums where Memory Disorder Clinics, hospitals, home health, social and medical providers are represented, since these may be sources of referrals.

The intake process begins when an individual with AD or related memory disorders and their caregiver makes contact with, or is referred to, the ADRC. ADI Agencies must refer all potential clients in need of service to the ADRC for preliminary screening and intake.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic.

- a. Describe the anticipated activities your agency will conduct to identify and inform individuals with AD or related memory disorders and their caregivers of the availability of services.
- b. Describe your agency's process for referral to the ADRC including the steps and criteria your agency will use to determine if the referral is appropriate.
- c. Describe your agency's procedures to request referrals of wait listed clients from the ADRC including the process to determine the number and frequency of referral requests (including budgetary considerations).
- d. Describe how your agency will process referrals from the ADRC for new client enrollments including each step from the initial receipt of the referral through all required and documented actions for eligibility determination.

II.A.3. Case Management Functions

The case manager is the gatekeeper of AD services provided through the ADI program with the knowledge and responsibility to link clients to the most beneficial and least restrictive services and resources irrespective of funding source or program. Each client will be assigned one, and only one, case manager, even if the client is enrolled in more than one program.

Case Management and case aide must be provided directly by an ADI Agency and by the ADI Agency only. ADI Agency case managers will coordinate AD resources for individuals with AD or related memory disorders and their caregivers.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic.

- a. Clearly describe how, and the extent to which, your agency has provided a minimum of two years of case management experience servicing individuals with AD or related memory disorders. Note: Per Section B.1.b.1. of the RFP, **bidders who do not meet the two years minimum required experience will not be considered eligible for a contract award under this RFP.**

Functional impairment shall be determined through the 701B assessment developed by the Department of Elder Affairs (DOEA) and administered to each applicant for ADI services. Final determination of eligibility is the responsibility of the ADI Agency. Case managers must prepare a service care plan for each eligible client, utilizing the format prescribed by the DOEA. The service care plan is developed in coordination with the client and caregiver and must address all the consumer's needs.

- b. Describe the average timeline for client assessment, service care plan development, and service initiation. Specifically address your client to case manager ratio. The timeline should meet the requirements of Chapter 2 of the DOEA Handbook.
- c. Describe your agency's process of coordinating all formal and informal resources of all services accessible through DOEA funded and non-DOEA funded programs to meet client need.

The ADI Agency must ensure that all other available funding sources have been exhausted before using ADI funding.

- d. Describe how all other available alternative resources for client services will be explored, utilized, and documented prior to using ADI funding.

In accordance with statute as well as rules and guidelines established by DOEA, an ADI Agency must assess co-payments for all non-exempt ADI clients for services rendered based on ability to pay. Co-payment guidelines are included in Appendix B of the DOEA Handbook. In addition, DOEA may also have issued a Notice of Instruction on co-payments.

The ADI Agency is responsible for assessing and collecting assessed co-payments for all services provided under the ADI program. This includes coordinating with other service provider agencies which share ADI clients in common.

- e. Describe your agency's internal procedure for assessing, collecting, and reporting co-payments in a timely manner.

II.A.4. List of Services Proposed

This page must be completed for all required services. If you propose to provide optional services, these services must also be included on the lists below.

For Center Based Services, complete the following table:

Service	Business/ Location Name	Address	Phone	Cap- acity	License Type (if applicable)	License # (if applicable)	Direct (D) or Subcontracted (S)

If subcontracting, the subcontract agreement, signed by both parties, must be available upon request from the Alliance.

For Non-Centered Based Services, complete the following table:

Service	Business/ Location Name	Address	Phone	License Type (if applicable)	License # (if applicable)	Direct (D) or Subcontracted (S)

If subcontracting, the subcontract agreement, signed by both parties, must be available upon request from the Alliance.

II.A.5 Services Description

It is important that ADI Agencies provide all services indicated in Section A.3 of the RFP either directly or through a subcontractor. A complete listing of the service descriptions funded under this RFP may be found in Appendix A of the DOEA Handbook.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic.

- a. Describe how your agency will provide each service listed in section II.A.4.

- b. Describe your experience collaborating with a Memory Disorder Clinic in providing services specifically for the AD population including the number of years related to this collaboration.

- c. Are any of the Direct Service Day Care Centers listed section II. A.4. above licensed to provide Specialized Alzheimer's Disease Day Care services in accordance with Section 429.918, F.S.? Indicate Yes or No and you must also include a copy of documentation evidencing the specialty license.

II.A.6. Quality Assurance

The ADI Agency will self-monitor and self-evaluate the quality of services by its own staff and sub-contractors, at least annually, subject to further monitoring by the Alliance and/or DOEA.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic.

Note: Copies of all Quality Assurance/Quality Initiative procedures must be maintained and available upon request by the Alliance as per **Section II.B.2. (Availability of Documents)**

- a. Describe your agency's procedures to evaluate the quality of services delivered by the ADI Agency staff.
- b. Describe your agency's procedures to evaluate the quality of services delivered by any subcontractor providing ADI services.
- c. Explain how the results of your quality assurance process for services delivered by both ADI agency staff and subcontractors has been and will be used to improve services.

The degree of client satisfaction with service quality and staff effectiveness must be evaluated annually by the ADI Agency during the contract period. Survey results must be used to develop continuous quality assurance initiatives to ensure improvement of case management and other service delivery.

- d. Describe the procedures your agency uses to evaluate client satisfaction. The description should include sample size, tabulation of the results, analysis and follow up process, and information on how the results are utilized to make improvements to services. Note: Copies of your consumer satisfaction policies must be maintained and available upon request by the Alliance as per **Section II.B.2 (Availability of Documents)**.

ADI Agencies must meet the pre-service and in-service training requirements as referenced in Appendix A and Chapter 2 of the DOEA Handbook.

- e. Pre-Service and In-Service Staff Training

ADI Agencies shall be responsible for provision of the pre-service and in-service training for all paid and volunteer staff.

1. Describe your plan to provide the required pre-service staff training. Your plan should include the minimum standards/topics as outlined in Appendix A of the DOEA Handbook.
2. Describe your plan to provide the required six (6) hours of in-service training annually to case management staff. Your plan should include the minimum standards/topics as outlined in Chapter 2 of the DOEA Handbook.
3. Describe your plan to collaborate with a Memory Disorder Clinic(s) in the development of staff training to meet staff needs.

II.A.7. Process for Handling and Reporting Client Complaints, Grievances, and Appeals

The ADI Agency must develop and maintain procedures to provide for handling client complaints and processing grievances and appeals regarding denial, reduction or termination of services. These procedures must provide for informing all clients of the complaint, grievance and appeal process. Information concerning client complaints, grievances and appeals procedures can be found in Appendix D of the DOEA Handbook.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic.

- a. Describe your agency's process for receiving, reporting and remediating client complaints.
- b. Describe your agency's process for handling client grievances including appeals regarding denial, reduction, or termination of services.

Note: Copies of your agency's Client Complaint, Grievance, and Appeals Procedures and logs must be maintained and available upon request by the Alliance as per **Section II.B.2 (Availability of Documents)**.

II.A.8. Reporting

The ADI Agency is required to compile service delivery statistics and other data and report to the Alliance as required by contract, or if otherwise requested.

Monthly reporting requirements for CIRTS require all client and service data for the previous month to be entered into CIRTS by the 9th day of the month. Information is to be reported in the following categories:

- Consumer Demographics
- Consumer Program Enrollment
- Consumer Assessment Information
- Consumer Care Plan Information
- Consumer Services

All services provided by the ADI Agency must be reported on a monthly basis in CIRTS. Additionally, all reports and requests for payment must be submitted within the time frames established by the Alliance.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic.

- a. Describe the steps your agency will follow in order to provide for accurate and timely entry of all service and consumer specific information in the CIRTS database. Note: Copies of your agency's CIRTS Policies and Procedures must be maintained and available upon request by the Alliance as per **Section II.B.2 (Availability of Documents)**.
- b. Describe the method for validating and reconciling service units from service authorization to service delivery in billing the Alliance.

II.A.9 Client Confidentiality

Pursuant to Section 430.504, Florida Statutes, information about clients of programs created or funded under the ADI is confidential and exempt from the provisions of Section 119.07(1), Florida Statutes, Florida's Public Records Act.

The ADI Agency must ensure confidentiality of client information by all employees, service providers and volunteers as required by all applicable laws. It is essential that training be established and provided for ADI Agency staff, subcontractors, and volunteers, and that necessary policies and procedures be implemented to promote security of information, including protection from loss, damage, defacement or unauthorized access.

The ADI Agency must ensure the confidentiality of client information by all employees, service providers and volunteers as required by state and federal laws.

The response for the topic below should not exceed two (2) pages double spaced using a font size of at least 11 pt.

- a. Describe what security measures are in place to address client confidentiality, including client notification, as it relates to state and federal (including HIPAA) requirements. Note: A copy of your agency's Privacy Notice issued to clients must be maintained and available upon request by the Alliance as per **Section II.B.2 (Availability of Documents)**.

II.A.10 Screening & Security

The ADI Agency is responsible for complying with State of Florida, Office of the Governor, Executive Order Number 11-116 and all applicable requirements to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of individuals provider services under a contract procured through this RFP. The ADI Agency is required to maintain documentation to assure new employees hired by the agency within the contract period are eligible for employment.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic.

- a. Describe the procedures implemented by your agency to ensure that all required employees are properly verified and determined eligible for hire through the U.S. Department of Homeland Security's E-verify system.

The ADI Agency shall ensure that all applicable background screening requirements of Section 430.0402 and Chapter 435, Florida Statutes, are met. The ADI Agency must also comply with any applicable rules promulgated by DOEA or the Agency for Health Care Administration regarding implementation of Section. 430.0402 and Chapter 435, Florida Statutes.

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

- b. Describe the procedures implemented by your agency to ensure that all staff, volunteers, or subcontractors who meet the definition of direct service providers are properly screened and determined to have no disqualifying offenses prior to rendering services.

Proper storage, protection, security and preservation of source documentation, and valid backup and retention of electronic data on a regular basis is required.

- c. Describe your agency's procedures for the proper storage, protection, security and preservation of source documentation, and valid backup and retention of electronic data.

Note: A copy of your agency's Staff Level II Background Procedures, E-Verify procedures, and IT and Electronic Back-up Procedures must be maintained and available upon request by the Alliance as per Section II.B.2 (Availability of Documents).

II.A.11. Disaster Preparedness

The ADI Agency will maintain a current Disaster Plan to be implemented, at the direction of the Alliance or DOEA, in the event that a disaster is declared by federal, state or local officials. The ADI Agency is required to enter data into CIRTTS for all clients which is also used for disaster preparedness.

ADI Agencies must be prepared to use CIRTTS reports to routinely provide registry information to the local emergency management team and to identify, locate, and assist with the evacuation and other needs of endangered clients in the event of a disaster.

The response for the topic below should not exceed four (4) pages double spaced using a font size of at least 11 pt.

a. Provide a summary of your agency's disaster plan which must include the following key elements: (Refer to Chapter 8 of the DOEA Handbook for further information):

- Designation of a Disaster Coordinator and alternate.
- Plans for contacting all at-risk clients, on a priority basis, prior to and immediately following a disaster.
- Plans to receive referrals, conduct outreach, and deliver services, before and after a disaster, to persons who may or may not be current clients.
- Plans for after-hours coverage of network services, as necessary.
- Plans to help at-risk clients register with the Special Needs Registry of the local emergency management agency.

Note: A copy of your agency's Disaster Preparedness Plan must be maintained and available upon request by the Alliance as per **Section II.B.2 (Availability of Documents)**.

II.A.12. Volunteer Plan

ADI Agencies must have written procedures to include recruitment, training, supervision, utilization, and retention of volunteers to assist the ADI Agency.

The response for the topic below should not exceed two (2) pages double spaced using a font size of at least 11 pt.

- a. Provide a written plan of action on how your agency will recruit, train, utilize, and retain volunteers to assist with your agency's functions.

II.A.13. Organizational Chart

An organizational chart illustrating the structure and relationship of positions, units, supervision and functions must be developed and approved by the governing body of the ADI Agency and submitted by the bidder as part of the proposal response.

The response for the topic below should not exceed two (2) pages double spaced using a font size of at least 11 pt.

- a. Describe how your agency organizational structure is sufficient to support the functional requirements of the ADI program including case management functions and CIRTTS data entry and maintenance.

Note: A copy of the most recent, board approved, organizational chart illustrating the structure and relationship of all positions related to the ADI program must be submitted as part of the Organizational Capability Package **(Appendix VIb.)**.

II.A.14. Funding Sources

- a. Provide a list of all current funding sources, including the Alliance, if applicable.

- b. As an attachment to the Program Module SPA, provide a letter from each funding source listed above, including the Alliance, if applicable, indicating whether your agency is in good standing.

II.A.15. OBJECTIVES AND OUTCOME MEASURES

Outcome Measures

In keeping with the legislatively mandated requirements for performance-based budgeting, DOEA has identified five (5) key goals for which area agencies on aging and provider agencies are required to develop implementation strategies in order to assist DOEA in achieving the statewide outcome and output measures it has identified for the aging network. The identified goals are:

- To Age in Place
- To Age with Security
- To Age with Dignity
- To Age with Purpose
- To Age in an Elder Friendly Environment

All ADI Agencies are required to describe the strategies and actions they will use to meet and/or exceed the outcome measures as specified by DOEA as delineated in the table below.

Objectives and Outcome Measures

Objectives	Outcome Measures	Standards*
1: To help clients to have home environments that are as safe as possible.	Outcome Measure: Percent of clients assessed with high or moderate risk environments who improved their environment score	79.3%
2: To improve the nutritional status of clients.	Outcome Measure: Percent of new service recipients with high-risk nutrition scores whose nutritional status improved	66%
3: To assist clients to maintain their independence and choices in their homes as long as possible.	Outcome Measure: Percent of new service recipients whose ADL assessment score has been maintained or improved	63%
4: To assist clients to maintain their independence and choices in their communities as long as possible.	Outcome Measure: Percent of new service recipients whose IADL assessment score has been maintained or improved	62.3%
5: To provide caregivers with assistance/respice to help them to be able to continue providing care.	Outcome Measure: Percent of caregivers will maintain or improve their ability to provide care after one year of service intervention (as determined by the caregiver and the assessor).	90%

The responses for each of the outcome measures below should not exceed two (2) pages double spaced using a font size of at least 11 pt.

OUTCOME MEASURES

Use the format below as needed to describe in sufficient detail the implementation strategies, action steps and/or process measures you will follow to meet the goals, objectives and performance measures identified in the Objectives and Outcome Measures Grid above. Use additional pages following the same format, if more space is needed.

OBJECTIVE AND OUTCOME MEASURE #1.

79.3% of clients assessed with high or moderate risk environments who improved their environment score

STRATEGIES/ACTION STEPS

OUTPUT: Describe the services that will be delivered or resources that will be used to meet the outcome measure.

OBJECTIVE AND OUTCOME MEASURE #2.

66% of new service recipients with high-risk nutrition scores whose nutritional status improved.

STRATEGIES/ACTION STEPS

OUTPUT: Describe the services that will be delivered or resources that will be used to meet the outcome measure.

OBJECTIVE AND OUTCOME MEASURE #3

63% of new service recipients whose ADL assessment score has been maintained or improved

STRATEGIES/ACTION STEPS

OUTPUT: Describe the services that will be delivered or resources that will be used to meet the outcome measure.

OBJECTIVE AND OUTCOME MEASURE #4:

62.3% of new service recipients whose IADL assessment score has been maintained or improved

STRATEGIES/ACTION STEPS

OUTPUT: Describe the services that will be delivered or resources that will be used to meet the outcome measure.

OBJECTIVE AND OUTCOME MEASURE #5:

90% of caregivers will maintain or improve their ability to provide care after one year of service intervention (as determined by the caregiver and the assessor).

STRATEGIES/ACTION STEPS

OUTPUT: Describe the services that will be delivered or resources that will be used to meet the outcome measure.

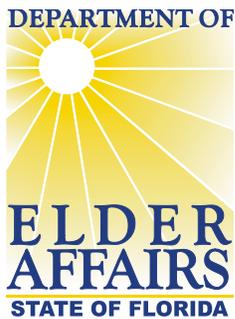
II.A.16. SPA Program Module Bidder's Checklist

A Program Module Bidder's Checklist has been provided for your convenience as a guide to ensure all required documents and responses have been provided (**Appendix VIc**).

**Alliance for Aging, Inc.
State General Revenue Programs
Service Provider Application
2019 ADI RFP**

Section II. B.

Contract Module – General Requirements



The Contract Module must be submitted in a separate binder from the Program Module.

Complete and attach the following documents:

INSTRUCTIONS for the contract module are found in **Appendix V**.

II. B. 1. Unit Cost Methodology includes the following:

- a. Personnel Allocations Worksheet**

- b. Unit Cost Worksheet**

- c. Supporting Budget by Program Activity**

The link to the Unit Cost Methodology can be found at the following link:

<https://allianceforaging.org/whats-happening/funding-opportunities/procurement>

II. B. 2. Availability of Documents (Section II.B.2 below)

II. B. 3. Organizational Capability Package (Appendix VIb)

II.B. 4. SPA Contract Module Bidder's Checklist (Appendix VIc)

A Contract Module Bidder's Checklist has been provided for your convenience as a guide to ensure all required documents and responses have been provided. (**Appendix VIc**).

II. B. 2. AVAILABILITY OF DOCUMENTS

The undersigned hereby gives assurance that the following documents are maintained and are accessible for review by the Alliance. Bidder agrees to amend any policies that are not in compliance with applicable regulations as necessary.

- a. Current Board Roster
- b. Articles of Incorporation and Corporate By-Laws
- c. Staffing Plan (i.e. Position Descriptions, Salary Ranges, Organizational Chart with staff names)
- d. Personnel Policies and Procedures
- e. Accounting Policies and Procedures
- f. Procurement Policies and Procedures
- g. Operational Policies and Procedures
- h. Affirmative Action Plan
- i. Targeting Plan and documentation of activities
- j. Americans With Disabilities Act Assurances and Policies
- k. Staff Development and Training Plan (i.e. schedule, agendas, handouts, sign in sheets)
- l. Unusual Incident File
- m. Subcontracts and Subcontractor Monitoring Reports
- n. All Quality Assurance and Quality Improvement Initiative Procedures
- o. Consumer Satisfaction Policies and Procedures
- p. Consumer Complaint, Grievance, Appeals Procedures
- q. CIRT Reporting Policies and Procedures
- r. Sample of Privacy Notice Issued to Clients (HIPAA)
- s. Sample of Notification to Clients Regarding Collection of Social Security Number
- t. Copayment Policies and Procedures
- u. Civil Rights Compliance Documentation
- v. Staff Level II Background Procedures
- w. E-Verify Procedures
- x. IT and Electronic Back-up Procedures
- y. Volunteer Policies and Procedures
- z. Applicable Required Licenses and Permits
- aa. Disaster Preparedness Plan and Continuity of Operations Plan (COOP)
- bb. Conflict of Interest Policies and Procedures
- cc. Current Equipment Inventory
- aa. Detailed Documentation Supporting Contract Expenditures and Units of Service
- ab. Client Files

CERTIFICATION BY AUTHORIZED INDIVIDUAL:

I hereby certify that the documents identified above currently exist and are available for review upon request.

Signature

Date

Name and Title of Authorized Individual

APPENDIX VIb

ORGANIZATIONAL CAPABILITY PACKAGE

The documents listed below are to be submitted with the Contract Module in such a way that they may be pulled out of the RFP proposal packet and reviewed separately. Please provide the listed items in the order specified below:

1. A copy of the organizational chart illustrating the structure and relationship of all positions including the ADI program.
2. A copy of the most recent audited financial statements and Single Audit (if applicable) and the management letter(s) submitted by the independent Auditor (no further back than the fiscal year ending 2018).
3. A copy of the IRS determination letter granting tax exempt status as a 501(c)(3) for non-profit agencies or the IRS EIN Confirmation Letter for for-profit Companies.
4. A copy of the most recent tax return or Tax Extension (no further back than the fiscal year ending in 2018).
5. A certificate of insurance detailing the types of coverage currently held, the maximum dollar amount for each, and the dates when coverage became effective and is scheduled to terminate.
6. A copy of the Administrative Assessment Checklist required by this RFP (**Refer to Appendix VII**).
7. Certification of availability of 30 days operating funds must be provided in a signed statement by a corporate officer.
8. At least one letter of reference from a current funding source, excluding the Alliance, must be provided addressing the agency's management capabilities, accountability of funds and service provision.
9. Signed statement assuring that no ADI funds were used in the development of the RFP (**Appendix XI**).
10. A statement agreeing to forward a transition plan within 20 days of the posting of the intent to award contracts.
11. Signed Contract Terms and Conditions Statement (Appendix III)
12. Signed Statement of No Involvement (Appendix IV)

APPENDIX VIc

BIDDER'S CHECKLIST

Bidders are encouraged to use this 2-page checklist to assure all required proposal items/timelines have been met. The bidder is cautioned to read and become familiar with all sections of the Alliance's RFP including all appendices. Bidders should carefully review the items specified for submission of all of the required proposal documents. No representation is made that the following checklist is a complete guide to every submission requirement in the RFP.

1. Minimum Requirements for A Proposal:

- 1. All copies of the proposal are in a container that is securely sealed and clearly marked on the outside with RFP title, the name of the bidder, and the county for which the proposal is submitted.
- 2. The proposal includes one signed original and three hard copies of the Program Module and one original and three hard copies of the Contract Module in separate binders and clearly marked.
- 3. The proposal includes one electronic copy of the completed Program Module and Contract Module on a flash drive that is attached to the Program Module Binder. The electronic copy of the Contract Module contains the Unit Cost Methodology (UCM) in excel format.
- 4. Signed Service Provider Summary Information Page (Appendix VIa.I.A.)
- 5. Signed Administrative Assessment Checklist (Appendix VII)
- 6. Signed Contract Terms and Conditions Statement (Appendix III)
- 7. Signed Statement of No Involvement (Appendix IV)

2. **Service Provider Application:** Verify the following sections of the SPA have been completed:

- | | |
|--|----------------------|
| | Initial if submitted |
| I.A. Signed Service Provider Summary Information Page | _____ |
| II.A. Program Module – General Requirements: | |
| 1. Alzheimer’s Disease Service System Countywide | _____ |
| 2. Client Identification | _____ |
| 3. Case Management Functions | _____ |
| 4. List of Services Proposed | _____ |
| 5. Services Description | _____ |
| 6. Quality Assurance | _____ |
| 7. Process for Handling and Reporting Client Complaints, Grievances, and Appeals | _____ |
| 8. Reporting | _____ |
| 9. Client Confidentiality | _____ |
| 10. Screening & Security | _____ |
| 11. Disaster Preparedness | _____ |
| 12. Volunteer Plan | _____ |
| 13. Organizational Chart | _____ |
| 14. Funding Sources | _____ |
| 15. Objectives and Outcome Measures | _____ |
| II.B. Contract Module Documents: | Initial if submitted |
| 1. Unit Cost Methodology | |
| a. Personnel Allocations Worksheet | _____ |
| b. Unit Cost Worksheet | _____ |
| c. Supporting Budget Schedule by Program Activity | _____ |
| 2. Availability of Documents | _____ |
| 3. Organizational Capability Package (Appendix VIb) | _____ |

Appendix VII

Administrative Assessment Checklist

Agency: _____

Date: _____

Address: _____

No. of Employees: _____

No. of Business

Locations: _____

Director's Name: _____

Authorized Signature: _____

Administrative Assessment: An assessment of your organization's managerial, financial, and administrative capabilities will be made based on information in your proposal including your response to the following questions. If response is **"no"**, please give your explanation below the applicable question. This information must be completed and returned with your response to the RFP.

		YES	NO
1.	Property Management		
	a. Are property records on file which describe the equipment, including the item number, the manufacturer's model number, equipment identification number, grant or contract identification number, acquisition date, location and condition of equipment maintained?	_____	_____
2.	Procurement		
	a. Are written purchasing policies for procurement of supplies, equipment, construction, and other services on file?	_____	_____
	b. Is a code of conduct in writing maintained which governs performance of the officers, employees or agents engaged in procurement which states that they will avoid any conflict of interest?	_____	_____
3.	Accounting		
	a. Are financial reports prepared monthly for internal management purposes?	_____	_____
	b. Does an independent auditor perform a certified audit annually?	_____	_____
	c. Are basic books of accounting maintained? (General Ledger, Sub Ledgers Accounts Receivable/Cash Receivables, Accounts Payable/Cash Disbursements)	_____	_____

YES NO

d. Is there adequate segregation of duties among personnel in accounting functions listed below?

(1) Is payroll prepared by someone other than the timekeepers and persons who deliver paychecks to employees?

(2) Are duties of the bookkeeper separate from cash-related functions?

(3) Is the signing of checks limited to those authorized to make disbursements and whose duties exclude posting and recording of cash received?

(4) Are personnel performing disbursement functions excluded from the purchasing, receiving, inventory, and general ledger services?

4. Revenue

a. Are receipts recorded in a cash receipt journal by individual cost centers?

b. Is an equitable system of allocating fees and other third-party payments to funding sources used when two or more sources are involved?

c. Do controls exist to ensure that all appropriate costs for eligible service provisions are billed to third party payers in a timely manner?

d. Are there guidelines for assessing fees?

		YES	NO
g.	Are uncollectible write-offs approved by a responsible official?	_____	_____
h.	Are all checks marked " For Deposit Only " immediately upon receipt?	_____	_____
i.	Are receipts deposited on a regular basis?	_____	_____
5.	Expenditures		
a.	Are expenditure entries posted by cost centers/funded programs?	_____	_____
b.	Is there a system for allocating direct cost when the project is funded by two or more sources?	_____	_____
c.	Are there written procedures for making refunds to clients, third party payers and others?	_____	_____
e.	Are written travel policies maintained?	_____	_____
f.	Are time and attendance records kept for all employees by program, by funding source?	_____	_____
g.	Are Federal quarterly payroll tax forms (U.S. 941) submitted in a timely manner?	_____	_____
h.	Are payroll records maintained?	_____	_____

		YES	NO
6.	Disbursements		
a.	Are banks notified in writing when authorized check signers terminate employment with the provider?	_____	_____
b.	When not in use, are checks locked in a secure cabinet?	_____	_____
f.	Are cash receipts from accounts receivable or other sources segregated from petty cash funds?	_____	_____
g.	Are disbursements from petty cash documented by approved supporting invoices?	_____	_____
7.	Personnel		
a.	Are personnel policies in writing and approved by appropriate authority?	_____	_____
b.	Are job descriptions provided to all employees at time of initial employment?	_____	_____
c.	Are job descriptions on file for all positions?	_____	_____
d.	Is each staff member evaluated on performance, at least annually?	_____	_____

**APPENDIX VIII
ALLIANCE FOR AGING, INC.
ADI RFP
PROPOSAL EVALUATION INSTRUMENT**

This document is a public record.

COVER

Bidder: _____

Evaluator: _____

Date: _____

Point Value	Description
3	Exceeds expectations. The response expands upon the minimum requirements and is presented in a consistent, clear, understandable, and concise manner.
2	Meets minimum expectations. The response meets minimum requirements.
1	Fails to meet minimum expectations. The response is insufficient, unclear, and inconsistent in some areas.
0	Response is incomplete or inadequate. Required item(s) not included and/or inadequate.

The full proposal evaluation instrument includes this page and the following components:

- 1) Program Module Evaluation Instrument
- 2) Contract Module Evaluation Instrument
- 3) Organization Capability Evaluation Instrument
- 4) Rating Summary Sheet

ALLIANCE FOR AGING, INC.
Program Module Evaluation Instrument
This document is a public record.

Item #	PROGRAM MODULE ITEM	SCORE	COMMENTS
II. A	Program Module - General Requirements		
1	Demographic and Community Care Service System		
	a.) The bidder described its ability to accept referrals and provide services countywide by: - Providing Case Management directly by your Agency. - Providing all Respite services must be provided either directly by each ADI Agency or through a qualified subcontractor. - Coordinating or providing all other ADI services (referenced in Section A.3 of the RFP) as needed directly, through a qualified subcontractor, or through other community resources.		MAXIMUM POINT VALUE = 3
	b.) The bidder described how it will manage a coordinated service system of in-home and center-based AD services to ensure countywide coverage		MAXIMUM POINT VALUE = 3
2	Client Identification		
	a.) The bidder described the anticipated activities it will conduct to identify and inform individuals with AD or related memory disorders and their caregivers of the availability of services.		MAXIMUM POINT VALUE = 3
	b.) The bidder described its process for referral to the ADRC including the steps and criteria the agency will use to determine if the referral is appropriate.		MAXIMUM POINT VALUE = 3
	c.) The bidder described its procedures to request referrals of wait listed clients from the ADRC including the process to determine the number and frequency of referral requests including budget considerations.		MAXIMUM POINT VALUE = 3
	d.) The bidder described how it will process referrals from the ADRC for new client enrollments including each step from the initial receipt of the referral through all required and documented actions for eligibility determination		MAXIMUM POINT VALUE = 3
3	Case Management Functions		
	a.) The bidder described how, and the extent to which, it has provided a minimum of two years of case management experience servicing individuals with AD or related memory disorders		MAXIMUM POINT VALUE = 3
	bidder met the minimum 2 year requirement	No	Enter Yes/No in the Red Cell
	b.) The bidder described the average timeline for client assessment, service care plan development, and service initiation and specifically addressed the client to case manager ratio.		MAXIMUM POINT VALUE = 3
	c.) The bidder described its process of coordinating all formal and informal resources of all services accessible through DOEA funded and non-DOEA funded programs to meet client need.		MAXIMUM POINT VALUE = 3
	d.) The bidder described how all other available alternative resources for client services will be explored, utilized, and documented prior to using ADI funding.		MAXIMUM POINT VALUE = 3
	e.) The bidder described its internal procedure for assessing, collecting, and reporting copayments in a timely manner.		MAXIMUM POINT VALUE = 3
4	Services		
	The bidder completed the List of Services Proposed indicating intent to subcontract		MAXIMUM POINT VALUE = 3 If the bidder completed the list of services proposed, give all three points. If no, zero points.
5	Services Description		
	a.) The bidder described how it will provide each service listed in II.A.4		MAXIMUM POINT VALUE = 3 Deduct 1 points for each service not described (do not go below zero)
	b.) The bidder described its experience collaborating with a Memory Disorder Clinic in providing services specifically for the AD population including the number of years related to this collaboration.		MAXIMUM POINT VALUE = 6 If bidder has experience, give all 6 points. If no, zero points
	c.) For at least one Adult Day Care Center, the bidder is licensed to provide Specialized Alzheimer's Disease Day Care AND provided documentation evidencing the specialty license.		MAXIMUM POINT VALUE = 6 If bidder answers yes and provided evidence, give all 6 points. If no, zero points
6	Quality Assurance		
	a.) The bidder described its procedures to evaluate the quality of services delivered by the ADI Agency staff.		MAXIMUM POINT VALUE = 3
	b.) The bidder described its procedures to evaluate the quality of services delivered by any subcontractor.		MAXIMUM POINT VALUE = 3
	c.) The bidder explained how the results of its quality assurance process for services delivered by both ADI agency staff and subcontractors has been and will be used to improve services.		MAXIMUM POINT VALUE = 3
	d.) The bidder described the procedures it uses to evaluate client satisfaction to include sample size, tabulation of the results, analysis and follow up process, and information on how the results are utilized to make improvements to services.		MAXIMUM POINT VALUE = 3
	e.1.) The bidder described its plan to provide the required pre-service staff training to include the minimum standards/topics as outlined in Appendix A of the DOEA Handbook.		MAXIMUM POINT VALUE = 3

ALLIANCE FOR AGING, INC.
Program Module Evaluation Instrument
This document is a public record.

Item #	PROGRAM MODULE ITEM	SCORE	COMMENTS
	e.2.) The bidder described its plan to provide the required six (6) hours of in-service training annually to case management staff to include the minimum standards/topics as outlined in Chapter 2 of the DOEA Handbook.		MAXIMUM POINT VALUE = 3
	e.3.) The bidder described its plan to collaborate with a Memory Disorder Clinics in the development of staff training to meet staff needs.		MAXIMUM POINT VALUE = 3
7	Process for Handling & Reporting client Complaints, Grievances, & Appeals		
	a.) The bidder described its process for receiving, reporting and remediating client complaints.		MAXIMUM POINT VALUE = 3
	b.) The bidder described its process for handling client grievances including appeals regarding denial, reduction, or termination of services.		MAXIMUM POINT VALUE = 3
8	Reporting		
	a.) The bidder described the steps it will follow in order to provide for accurate and timely entry of all service and client specific information in the CIRTS database.		MAXIMUM POINT VALUE = 3
	b.) The bidder described its method for validating and reconciling service units from service authorization to service delivery to billing the Alliance.		MAXIMUM POINT VALUE = 3

ALLIANCE FOR AGING, INC.
Program Module Evaluation Instrument
This document is a public record.

Item #	PROGRAM MODULE ITEM	SCORE	COMMENTS
9	Client Confidentiality		
	a.) The bidder described what security measures are in place to address client confidentiality, including client notification, as it relates to state and federal (including HIPAA) requirements.		MAXIMUM POINT VALUE = 3
10	Screening & Security		
	a.) The bidder described its procedures to ensure that all required employees are properly verified and determined eligible for hire through the U.S. Department of Homeland Security's E-verify system.		MAXIMUM POINT VALUE = 3
	b.) The bidder described its procedures to ensure that all staff, volunteers, or subcontractors who meet the definition of direct service providers are properly screened and determined to have no disqualifying offenses prior to rendering services.		MAXIMUM POINT VALUE = 3
	c.) The bidder described its procedures for the proper storage, protection, security and preservation of source documentation, and valid backup and retention of electronic data.		MAXIMUM POINT VALUE = 3
11	Disaster Preparedness		
	a.) The bidder provided a summary of its disaster plan that included the following key points: <ul style="list-style-type: none"> • Designation of a Disaster Coordinator and alternate. • Plans for contacting all at-risk clients, on a priority basis, prior to and immediately following a disaster. • Plans to receive referrals, conduct outreach, and deliver services, before and after a disaster, to persons who may or may not be current clients. • Plans for after-hours coverage of network services, as necessary. • Plans to help at-risk clients register with the Special Needs Registry of the local emergency management agency. 		MAXIMUM POINT VALUE = 3 Deduct one point for each key point not included in the summary (Do not go below zero)
12	Volunteer Plan		
	a.) The bidder provided a written plan of action on how it will recruit, train, utilize, and retain volunteers to assist with the agency's functions.		MAXIMUM POINT VALUE = 3
13	Organizational Chart		
	a.) The bidder described how its organizational structure is sufficient to support the functional requirements of the ADI program including case management functions and CIRT's data entry and maintenance.		MAXIMUM POINT VALUE = 3
14	Funding Sources		
	a.) The bidder provided a list of all current funding sources.		MAXIMUM POINT VALUE = 3 If list included, score 3, if not, score zero.
	b.) A letter was submitted as an attachment to the Program Module SPA from each funding source listed above indicating whether the agency is in good standing.		MAXIMUM POINT VALUE = 3 If any funding source indicates the agency is not in good standing, score zero. If a letter was not submitted for each funding source, score zero.
15	Objectives and Outcome Measures		
	The bidder described its strategies/action steps and outputs used to implement and follow to meet and/or exceed all outcome measures listed in Section II.A.15		MAXIMUM POINT VALUE = 3
	Total Rating:	0	
	Divided by Number of Questions:	36	
	Section Total:	0.00	
	Weight	60%	

ALLIANCE FOR AGING, INC.
Contract Module Evaluation Instrument
This document is a public record.
Contract Module - Part A

Item #	CONTRACT MODULE A ITEM	Rating	Comments
1	Personnel Allocations Worksheet		MAXIMUM POINT VALUE = 3
	The Personnel Allocation Worksheet submitted lists agency staff and available hours for each staff member. The required information provided is complete and allocated.		<ul style="list-style-type: none"> - If the Personnel Allocation was completed and submitted, give three points. - Deduct one point for each of the following if not indicated: <ul style="list-style-type: none"> - All staff were included individually (no staff were grouped together on one line) - Sick, Holiday, or annual leave were indicated for FT staff. - Both cost pools had allocations from appropriate staff - Non-Doea Services AND other unallowable costs columns were utilized appropriately - All staff were 100% allocated If points are deducted for any of the above reasons, do not go below zero.
2	Unit Cost Worksheet		MAXIMUM POINT VALUE = 3
	Appropriate wages and salary information is linked from the Personnel Allocation Worksheet. The Unit Cost Worksheet submitted reflects services provided by bidder and includes costs associated with those services regardless of funding source. Costs appear to be allowable, reasonable and necessary.		<ul style="list-style-type: none"> - If the Unit Cost Worksheet was completed and submitted, give three points. - Deduct one point for each of the following if not indicated: <ul style="list-style-type: none"> - Total Wages were carried over from the Personnel Worksheet and 100% allocated - Fringe was allocated properly (either auto allocation or manually (and 100% allocated) - Subcontractors are listed and allocated properly - Other Expenses are listed and allocated properly (including into cost pools as appropriate) - Subcontractor Allowance utilized properly and not exceeding the greater of subcontractor expense or \$25,000 per subcontract - Square footage was included and allocated allowing the Facilities and Maintenance Cost Pool to be allocated - Number of billing units were included for each service. If points are deducted for any of the above reasons, do not go below zero.
3	Supporting Budget by Program		MAXIMUM POINT VALUE = 3
	The Supporting Budget by Program utilizes the units of service and total cost as calculated on the Unit Cost Worksheet. All calculations are complete and correct.		<ul style="list-style-type: none"> - If the Supporting Budget Worksheet was completed and submitted, give three points. - Deduct one point for each of the following if not indicated: <ul style="list-style-type: none"> - Total Cost per Unit of Service carried over from the Unit Cost Worksheet for each service - Total Budgeted Units were entered for each service - Program Income, Co-Pay Income, and non-match cash were included (if applicable) - Estimated number of Unduplicated Clients were included per service. If points are deducted for any of the above reasons, do not go below zero.
4	Availability of Documents		MAXIMUM POINT VALUE = 3
	The Availability of Documents is included, the certification is signed and dated.		Please note: Meeting the full requirements of this section will be assigned the maximum point value of three. Failure to meet the full requirements of this section will result in a point value of zero.
	Total Rating:	0	
	Divided by Number of Questions:	4	
	Section Total:	0	
	Weight	10%	

Contract Module - Part B

Item #	CONTRACT MODULE B ITEM	Rating	Comments
1	Case Management Unit Rate		MAXIMUM POINT VALUE = 3
	A maximum of 3 points will be awarded to the proposal with the lowest Case Management unit rate. The second lowest will receive 2.5 points, the third lowest will receive 2 points, the fourth lowest will receive 1.5 points, and so on. If more than 6 bidders submit proposals, only the six bidders with the lowest Case Management rates will receive any points.		
	Total Rating:	0	
	Divided by Number of Questions:	1	
	Section Total:	0	
	Weight	10%	

ALLIANCE FOR AGING, INC.

ADI Organizational Capability Evaluation Instrument

This document is a public record.

Item #	ORGANIZATIONAL CAPABILITY ITEM	RATING	COMMENTS
1	Organizational Chart		MAXIMUM POINT VALUE = 3
	The bidder submitted a copy of the organizational chart illustrating the structure and relationship of all positions including the ADI program.		If Org Chart submitted, 3 points, otherwise, zero points.
2	Audit		MAXIMUM POINT VALUE = 3
	A copy of the most recent audited financial statements, Single Audit (if applicable) and management letter(s) submitted by the independent Auditor (no further back than the fiscal year ending 2018). The documentation submitted provided that: 1. An Audit Report and Management letters were submitted 2. The Audit Report provided an unmodified opinion. 3. The Audit Report indicated no findings.		- If the Audit Report and Audit Management Letter was submitted with an unmodified opinion and no findings, 3 points - If the Audit Report and Audit Management Letter was submitted with a modified opinion and any findings or audit and letter was not submitted, 0 points.
3	IRS Determination		MAXIMUM POINT VALUE = 3
	A copy of the IRS determination letter granting tax exempt status as a 501(c)(3) for non-profit agencies or the IRS EIN Confirmation Letter for for-profit companies was submitted.		If IRS Determination Letter (non-profit) or IRS EIN Confirmation Letter (for-profit) submitted, 3 points, otherwise, zero points.
4	Tax Return		MAXIMUM POINT VALUE = 3
	A copy of the most recent Tax Return or Tax Extension (no further back than the fiscal year ending 2018) was submitted.		If most recent Tax Return or Extension (no further back than the fiscal year ending 2018) was submitted, 3 points, otherwise, zero points.
5	Certificate of Insurance(s)		MAXIMUM POINT VALUE = 3
	A certificate of insurance was submitted detailing the types of coverage held, the maximum dollar amount for each, and the dates when coverage became effective and is scheduled to terminate.		If a Certificate of Insurance indicating type of coverage, amounts for each type of coverage, and dates of coverage was submitted, 3 points, otherwise, zero points.
6	Administrative Assessment Checklist		MAXIMUM POINT VALUE = 3
	The Administrative Assessment Checklist was fully completed and submitted.		If the Administrative Checklist was fully completed and submitted, 3 points, otherwise, zero points.
7	Certification of 30 days operating funds		MAXIMUM POINT VALUE = 3
	Certification of the availability of 30 days operating funds was submitted in a signed statement.		If the Certification was signed and submitted, 3 points, otherwise, zero points.
8	Reference Letters		MAXIMUM POINT VALUE = 3
	The bidder submitted at least one letter of reference, excluding the Alliance, from a current funder addressing the agency's management capabilities, accountability of funds and service provision.		If the reference letter from a current funding source indicating management capabilities, accountability of funds and service provision was submitted, 3 points, otherwise, zero points.
9	Statement of No ADI Funding Used		MAXIMUM POINT VALUE = 3
	A signed statement assuring that no ADI funds were used in the development of the RFP (Appendix XIV) was submitted.		If the signed Statement that no ADI funds were used in the development of the RFO was submitted, 3 points, otherwise, zero points.
10	Transition Plan Statement		MAXIMUM POINT VALUE = 3
	The Bidder provided a statement agreeing to forward a transition plan within 20 days of the posting of the intent to award contracts.		If the Statement agreeing to forward a transition plan within 20 days of the posting of the intent to award contracts was submitted, 3 points, otherwise, zero points.
11	Contract Terms & Conditions (Appendix III)		MAXIMUM POINT VALUE = 3
	The bidder provided a signed Contract Terms and Conditions Statement (Appendix III)		If the signed statement of Contract Terms and Conditions was submitted, 3 points, otherwise, zero points.
12	Statement of No Involvement (Appendix IV)		MAXIMUM POINT VALUE = 3
	The bidder provided a signed Statement of No Involvement (Appendix IV)		If the signed statement of No Involvement was submitted, 3 points, otherwise, zero points.
	Total Rating:	0	
	Divided by Number of Questions:	12	
	Section Total:	0	
	Weight	10%	

APPENDIX VIII

ALLIANCE FOR AGING, INC.
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RATING SUMMARY SHEET

Program Module		
	Total Rating:	0
	Divided by Number of Questions:	36
	Section Total:	0.0000
	Weight	60%
Contract Module - A		
	Total Rating:	0
	Divided by Number of Questions:	4
	Section Total:	0.0000
	Weight	10%
Contract Module - B		
	Total Rating:	0
	Divided by Number of Questions:	1
	Section Total:	0.0000
	Weight	10%
Organizational Capability (See note below)		
	Total Rating:	0
	Divided by Number of Applicable Questions:	12
	Section Total:	0.0000
	Weight	20%

TOTAL WEIGHTED SCORE (by component)

Program Module (60%)	0.00
Contract Module Part A (10%)	0.00
Contract Module Part B (10%)	0.00
Organizational Capability (20%)	0.00

TOTAL WEIGHTED SCORE: 0.00

Bidder met the minimum 2 year requirement	No
--	-----------

APPENDIX IX

ADI RFP APPEAL PROCEDURES

For purposes of these appeal procedures, an “intended decision” means: (1) issuance of specifications in an RFP or any addenda, or (2) an intended contract award. Failure to file a notice of appeal and a formal written appeal as described in this appendix shall constitute a waiver of proceedings and a waiver of any rights to contest the Alliance’s intended decision.

STANDARDS FOR APPEAL

- (a). No submission made after the application opening that amends or supplements the application will be considered on appeal.
- (b). The burden of proof shall rest with the party appealing the Alliance's intended decision.
- (c). The decision maker must determine whether the Alliance's proposed action is contrary to its governing statutes or rules, or to the specifications in the RFP. The burden of proof for the appellant is whether the Alliance's intended decision is clearly erroneous, contrary to competition, arbitrary or capricious.

APPEAL PROCEDURES

(1). APPEALING PARTY PROCEDURES:

- (a) Any party who is substantially affected by the Alliance’s intended decision as reflected in the issuance of specifications in an RFP or in any addenda to an RFP must file a written notice of appeal with the Alliance within 72 hours after the posting of the RFP or any addenda, excluding weekends and state holidays.
- (b) Any party who is substantially affected by the Alliance’s intended decision to award a contract must file a written notice of appeal with the Alliance within 72 hours after the posting of the notice of intent to award, excluding weekends and state holidays. A substantially affected party is any party who submitted an application for the services that are at issue in the appeal.
- (c) A formal written appeal must be filed within 10 calendar days after the date the notice of appeal is filed, unless the 10th day falls on a weekend or state holiday, in which case the deadline shall be the next business day.
- (d) The formal written appeal must state, with particularity, the facts and law upon which the appeal is based. The issues to be addressed in any proceeding conducted pursuant to subsection (3) below are limited to those timely raised in any formal written appeal.

- (e) Failure to timely file a notice of appeal and formal written appeal shall constitute a waiver of proceedings and waiver of any rights to contest the Alliance's intended decision.
- (f) If any substantially affected party decides to participate in the appeal proceedings, that party must give notice within 3 business days of the posting of the initial notice of the appeal by the Alliance.

(2). PROCEDURES FOR APPEAL.

Upon receipt of a timely filed notice of appeal, the Alliance must take the following steps:

- (a) Stop the contract award process until the subject of the appeal is resolved by final action.
- (b) Immediately post the notice of appeal in the same manner as the notice of intended award or in the same manner the RFP was posted.
- (c) Randomly select an impartial decisionmaker from the Alliance's pool of qualified decisionmakers.
- (d) Provide an opportunity to resolve the appeal by mutual agreement between the parties within 7 days, excluding weekends and state holidays. If the subject of an appeal is not resolved by mutual agreement within the time frame set forth in this paragraph, a proceeding must be conducted as set forth in subsection (3) below.

(3). APPEAL RESOLUTION.

- (a) If the appeal is not resolved pursuant to paragraph (2)(d), the impartial decisionmaker must commence a hearing within 30 calendar days after the Alliance receives the formal written appeal, unless the 30th day falls on a weekend or state holiday, in which case the deadline shall be the next business day. The provisions of this subsection may be waived only upon stipulation by all parties.
- (b) The decisionmaker must render a written decision within 30 calendar days after the hearing. If the 30th day falls on a weekend or state holiday, the deadline shall be the next business day. The provisions of this paragraph may be waived only upon stipulation by all parties.
 1. The written decision must include findings of fact and conclusions of law. Based on these findings and conclusions, the decisionmaker may affirm or reject the Alliance's intended decision.
 2. If rejecting the Alliance's intended decision, the decisionmaker must simultaneously issue a recommendation to the Alliance supported by findings of fact and conclusions of law.
 3. The Alliance may either accept or reject the decisionmaker's recommendation. If the Alliance rejects the decisionmaker's recommendation, the Alliance must notify all parties in writing within 10

calendar days after the recommendation is received, outlining the reason or reasons for rejecting the recommendation; and the Alliance must either start the procurement process again or proceed with its intended decision consistent with its reason or reasons for rejecting the decisionmaker's recommendation.

- (c) The decisionmaker may permit the parties to submit findings of fact, conclusions of law, draft orders or memoranda on the issues within a time designated by the decisionmaker.
- (d) A default must be entered against a party who fails to appear at a hearing as directed by the decisionmaker, unless at least one of the following conditions exists:
 - i. Illness of a party, witness or attorney that would prevent attendance at the hearing;
 - ii. An act of God that would prevent attendance at the hearing.
 - iii. A designated threat to public safety that would prevent attendance at the hearing; or
 - iv. Any other circumstance in the opinion of the decisionmaker that would warrant a continuance of the hearing.
- (e) An entry of default against a party is deemed the final decision of the decisionmaker.

APPENDIX X
Alliance for Aging, Inc.
ADI CONTRACT RATES PER UNITS OF SERVICE

The following is a list of contracted rates for ADI services for the contract years specified.
 Services that were not contracted with any provider do not reflect a rate in the chart.

2018/2019 ADI Service	Miami-Dade Provider A	Miami-Dade Provider B	Miami-Dade Provider C	Monroe
Case Aide	-	-	13.05	-
Case Management	36.78	58.25	35.04	50.51
Counseling (Gerontological-Individual)	-	67.14	-	-
Caregiver Training/Support	-	-	-	-
Respite In-Facility	-	17.96	9.26	10.70
Respite In-Home	20.34	17.08	18.68	24.03

2019/2020 ADI Service	Miami-Dade Provider A	Miami-Dade Provider A	Miami-Dade Provider C	Monroe
Case Aide	-	-	13.05	-
Case Management	36.78	58.25	35.04	60.73
Counseling (Gerontological-Individual)	-	67.14	-	-
Respite In-Facility	-	17.96	9.26	10.90
Respite In-Home	20.34	17.08	18.68	24.22

APPENDIX XI

Statement Assuring No ADI Funds Were Used in Developing Proposal in Response to the RFP

I, _____, as an authorized representative
of _____, certify that no funding received from an
Area Agency on Aging for Alzheimer Disease Initiative program services or other
services funded with Florida State General Revenue funds was used in preparing this
proposal.

Signature of Authorized Representative

Date

APPENDIX XII

Alliance for Aging, Inc. March, 2016

REIMBURSEMENT RATE REVIEW POLICY

POLICY: The Alliance and a service provider shall re-evaluate contract reimbursement rates on an annual basis pursuant to the Florida Department of Elder Affairs (DOEA) Notice of Policy Clarification #: 092815-1-PC-SCBS. Each provider's rates will be reviewed and approved by the Alliance as required by the Alliance's contract with the Florida Department of Elder Affairs ("DOEA") and in accordance with the policy adopted by the Alliance's Board. An adjustment to a provider's reimbursement rates pursuant to this policy will not necessarily result in a change in contracted funds allocated to the provider.

SERVICE COST REPORTS:

The Alliance shall require service providers to annually submit to the Alliance service cost reports, due 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.

REQUESTING A CHANGE IN REIMBURSEMENT RATES:

If a service provider desires to request a change in its reimbursement rates for a new contract year, the service provider shall make a request in writing to the Alliance no later than March 15 for General Revenue contracts and September 15 for Older Americans Act contracts of each year identifying the specific unit rates the service provider seeks to change and the proposed adjustment to such rates. The request must be accompanied by:

- (a) a unit cost methodology report with line item budget projections for the new contract year showing any anticipated changes to the costs incurred as reflected in the most recent service cost report; and
- (b) any other information the service provider believes should be considered in renegotiating rates including supporting documents for line item increases, information relating to sustainability of services and current market conditions.

The service provider's written request for rate adjustment and all supporting information shall be submitted to the Alliance no later than the due date specified in the paragraph above.

The service provider's written request for rate adjustment shall also include specific information regarding the extent to which the requested rate adjustment, if approved, will affect the availability of client services (positively or negatively), e.g. accommodating the increase through attrition by reducing the number of clients served during the contract year. This plan will provide the Alliance with the information needed to respond to any questions from clients, family members, DOEA or other interested person should the requested rate adjustment be approved and implemented pursuant to this policy.

The Alliance shall use the last service cost report, the last and new unit cost methodology reports, and other information submitted with a request for rate adjustment to re-evaluate the service provider's reimbursement rates based on relevant factors, including, but not limited to, sustainability, the respective consumer price index, and/or current market conditions. In evaluating any request for a rate adjustment, it is the intent of DOEA, as

stated in its' NOTICE #: 092815-1-PC-SCBS and the Alliance that the quality of services provided to current program recipients will not be reduced.

After review of the service provider's written request for rate adjustment and supporting documentation, the Alliance may determine a need for dialogue with the service provider which, if needed, will take place within 30 calendar days following each submission deadline.

The Alliance's President/CEO shall provide written notice to each service provider, who requested a rate adjustment, of the Alliance's determination within 30 calendar days following each submission deadline. No adjustments shall be made to the rates of, and no notice shall be given to, any service provider who has not timely submitted to the Alliance a written request for a rate adjustment.

A service provider may appeal to the Alliance Board's Executive Committee the Alliance's decision as communicated by the Alliance's President/CEO by submitting a written appeal to the President/CEO within five (5) business days of receipt of the Alliance's determination on the service provider's request for rate adjustment. The Executive Committee shall meet to hear any timely submitted appeal and render a decision on the appeal within forty-five (45) calendar days of the receipt of an appeal. The information to be considered by the Executive Committee in any appeal shall be limited to that information timely submitted by the service provider to the Alliance with the service provider's request for a rate adjustment. The President/CEO's decision shall be final with respect to any determination on a requested rate adjustment that is not timely appealed. The Executive Committee's decision shall be final with respect to any determination that is timely appealed.

A one-time exception for the requirements of the March 15 deadline date for General Revenue contracts provides for an extension during the first year of this policy only to April 18, 2016. This onetime exception will reduce the time for which the Alliance's President/CEO shall provide written notice to each service provider who requested a rate adjustment. The one-time exception adjusts the Alliance's determination to within twenty-one (21) calendar days following the submission deadline. The one-time exception will also reduce the Executive Committee's time to review each appeal and render a decision on each appeal within thirty (30) calendar days of the receipt of an appeal.

Any rate adjustment made pursuant to this policy shall be effective on July 1 for General Revenue contracts or January 1 for Older Americans Act contracts or the date of execution of a new contract, whichever is later.

To the extent that the last day within a time frame for providing written notice or performing a task pursuant to this policy falls on a Saturday, Sunday or legal holiday during which the Alliance's offices are closed, the last day to provide written notice or perform such task shall be extended to the next business day during which the Alliance's offices are open.