

ALLIANCE FOR AGING, INC.

THE AREA AGENCY ON AGING
FOR
MIAMI-DADE AND MONROE COUNTIES

**OLDER AMERICANS ACT (“OAA”)
TITLES IIIB, IIIC, IIID, and IIIE**

Request for Proposal (“RFP”)

Issued: **August 30**



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SECTION A: INTRODUCTION

1. Overview

To meet the diverse needs of the growing numbers of older persons in the United States, the Older Americans Act (“OAA”) was signed into law by President Lyndon Johnson on August 14, 1965. The OAA set out specific objectives for maintaining the dignity and welfare of older individuals and created the primary vehicle for organizing, coordinating, and providing community-based services and opportunities for older Americans and their families. The compilation of the OAA of 1964, as amended through P.L. 116-131 (3/25/2020) can be found at: <https://acl.gov/sites/default/files/about-acl/2020-04/Older%20Americans%20Act%20Of%201965%20as%20amended%20by%20Public%20Law%20116-131%20on%203-25-2020.pdf>.

The Alliance for Aging (the “Alliance”) is one of the eleven designated Area Agencies on Aging in Florida. As mandated by the Older Americans Act, area agencies on aging (“AAA”) are responsible for advocacy on behalf of older persons and are the agency responsible for fostering the development of a comprehensive and coordinated system of service delivery in their respective Planning and Service Area (“PSA”). We are a private non-profit corporation that contracts with the State of Florida Department of Elder Affairs (“DOEA”) to administer federal and state programs for seniors and their caregivers in a two county PSA.

The Alliance serves as the designated AAA for Miami-Dade and Monroe Counties.

The Alliance initiates a competitive bid process every six years in order to solicit qualified entities capable of providing quality nutrition and supportive services to individuals age 60 and older in accordance with established OAA guidelines, contractual agreements between the DOEA and the Alliance, the Alliance’s Area Plan, and input from consumers and other community stakeholders. The Alliance releases a formal Request for Proposals (“RFP”) which defines the scope of work to be accomplished and convey the requirements and expectations for an agency to provide supportive services under Title IIIB, nutrition services under Titles IIIC-1 and C-2, disease prevention and health promotion programs under Title IIID, and services for family caregivers and grandparent caregivers under Title IIIE. This RFP is for the provision of the aforementioned programs and related services in Miami-Dade and Monroe Counties.

2. Statement of Need

The OAA has as its key purpose the creation of comprehensive service infrastructures that respond effectively to the needs of the 60+ population. The ultimate goal of all programs and services funded through the OAA is to enable older Americans to lead healthy and active lives in their own homes and communities for as long as possible and in a manner that is both meaningful and dignified.

OAA funds are appropriated annually by Congress and subsequently awarded to the individual States. The State Unit on Aging, the DOEA, designates PSAs in the state and makes a subcontract or contract under an approved area plan to one AAA in each PSA for the purpose of building comprehensive systems for older people throughout the state. AAAs in turn make sub-grants or subcontracts to service providers to perform certain specified functions.

According to demographic data provided by the DOEA, the elder population (individuals 60 years of age or older) in PSA 11 was estimated to be 657,279 in 2023 (Department of Elder Affairs, 2023 Profile of Older Floridians). The elder population in PSA 11 comprises approximately 23% of the area’s total population. We anticipate over the next ten years a considerable number of residents will become elders as a result of net migration and the cohort of “baby boomers” continuing to age into retirement. The number of adults aged 60 and above, who are potentially eligible for OAA services, is projected to

increase by more than 25% between 2020 and 2030, from 670,043 to 847,912 individuals. The fastest growth in the number of older adults will be observed in both Miami-Dade and Monroe Counties by 2025. Furthermore, due to improved longevity, the number of elders aged 85 and above will grow even faster, by 36.3% within the same period, from 70,927 in 2020 to 96,691 in 2030. Local health data suggests that this aging population may have a higher likelihood of experiencing dementia, disabilities, and the need for caregiving support or alternative transportation. Consequently, this growing elder population poses a significant challenge to the capacity of the local service system for decades to come.

In addition to the number and percentage of elders projected to increase in the coming years, people are also living longer. An expected consequence is the continued rise in the need for long-term care services. Programs must be well managed to avoid the unwanted results of depleted personal savings, strained government entitlement programs and unrealistic expectations of providers and caregivers (Long-Range Program Plan FY 2021-2022 through FY 2025-2026).

Along with these rising trends, there are challenges in addressing the increasing size of the 60 and older population. It is reasonable to expect as these individuals age in place and begin to cope with infirmities of old age, their reliance on a caregiver to help with their activities of daily living will also grow.

The Alliance intends to address the changing needs and interests of older adults through the issuance of this Request for Proposal, which identifies areas of unmet need through regional boundaries, seeks innovative approaches to service delivery and program management, while emphasizing improved quality and customer satisfaction.

The Older Americans Act requires AAAs, in coordination with its service providers to identify individuals eligible for assistance under this Act, with special emphasis on:

- a. older individuals residing in rural areas;
- b. older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
- c. older individuals with greatest social need (with particular attention to low- income minority individuals and older individuals residing in rural areas);
- d. older individuals with severe disabilities;
- e. older individuals with limited English proficiency;
- f. older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals);
- g. older individuals at risk for institutional placement.

As such, service providers must develop annual targeting goals and outreach plans to ensure access to programs and services is made available for eligible older adults throughout the region it serves.

The Alliance is seeking proposals from qualified service agencies and organizations desiring to contract with the Alliance for the provision of services to elders in regions of Miami-Dade and Monroe Counties using OAA funding under the below referenced services associated with OAA Titles or Subtitles. The current projection of total OAA funding available to Miami-Dade and Monroe Counties for the twelve-month initial contract period of January 1, 2025 through December 31, 2025 is \$17,422,295 (\$16,614,683 in Miami Dade county and \$995,342 in Monroe county).

3. Statement of Purpose

The purpose of this RFP is to solicit applications from qualified public or private agencies and organizations interested in providing services to the 60+ population of Miami-Dade and Monroe counties through funds from the OAA program. All OAA services must be client centered and delivered with the goal of providing elder consumers the support and assistance needed so that they may remain in the community, leading independent lives in the least restrictive environment. Small businesses, minority

owned businesses and women owned businesses are encouraged to respond to the RFP.

Any proposed contract between the Alliance and a for profit entity to provide services being procured through this RFP must receive approval from DOEA and may not receive any advanced funding for contractual services prior to execution of the contract. Further, neither a regional nor local agency of the State of Florida is eligible to perform as a service provider for the Alliance. As such, any applications submitted by any regional or local agency of the State of Florida will be rejected, but applications from municipal or county agencies will be accepted.

All awards are subject to the availability of funds and Area Plan approval by DOEA. Projections of available resources are used to allocate financial awards. If the actual amount of funding made available to the Alliance is less than originally projected, the Alliance will reconsider the awards and/or the amount of the awards. In such circumstances, the Alliance reserves the right, at its sole discretion, to cancel awards or reduce the amounts of any award in any manner determined at the sole discretion of the Alliance. The Alliance reserves the right to amend any contracts arising out of this RFP at any time during their terms, including any renewal periods, to make such contracts consistent with the approved Area Plan, as may be modified from time-to-time, as well as with any changes to state or federal law.

For any service included in this RFP for which there is no provider interest or for which there are no Designated Providers that can provide the service, the Alliance, at its sole discretion, may allocate funds to an alternative service within the same title, contract with a provider of choice for such services, or apply for a waiver to offer the service directly.

Any contract awarded pursuant to this RFP shall be for the initial contract period of January 1, 2025 through December 31, 2025. Contracts may be renewed on an annual basis, not to exceed five (5) consecutive years beyond the initial contract period. Renewals shall be upon mutual agreement of the parties, contingent upon the availability of funds and performance evaluations satisfactory to the Alliance. Any renewal shall be in writing and shall be subject to substantially the same terms and conditions as set forth in any contract awarded to a service provider pursuant to this RFP.

To maximize the use of funds and increase the availability of services, the Alliance reserves the right to amend funding awards, in accordance with its own surplus/deficit policies, when awarded agencies are experiencing an actual or projected surplus or deficit in funding in any particular contract year.

Notwithstanding the foregoing or anything to the contrary in any contract between a service provider and the Alliance, the terms of any contract awarded by the Alliance pursuant to this RFP shall end immediately upon expiration or termination of the Alliance's contract with the DOEA or any successor state area agency on aging for services under the Older Americans Act Program, or to the extent the Alliance no longer receives funding under the Older Americans Act.

The following are the principles guiding this RFP:

- a. The RFP ensures that quality services are provided by requiring that providers, and the services they deliver, meet the criteria and guidelines contained in the current DOEA Programs and Services Handbook and the Area Plan. Only applicants meeting these standards of quality and service delivery will be given consideration for contract awards.
- b. The services to be procured through this RFP are based on a comprehensive needs assessment, in conjunction with consideration of available funding.
- c. The RFP and allocation of funding is primarily driven by considerations of consumer needs for services.
- d. The RFP is intended to help the maximum number of consumers served with the most appropriate services by giving preference to bidders that meet the required standards of service that are able to offer the best quality services at the lowest possible cost.
- e. The RFP assures the viability of a competitive and dependable service delivery system.

4. Award Information

An applicant will be deemed a “Successful Applicant” if such applicant, for a particular service or bundle of services, is not eliminated by the terms of this RFP, receives a score of at least 2.0 points on its application and is among the top scoring applicants for each respective service. From the pool of Successful Applicants, the Alliance will select, based upon the established criteria referenced under each title and service, those agencies designated for funding (the “Designated Providers”).

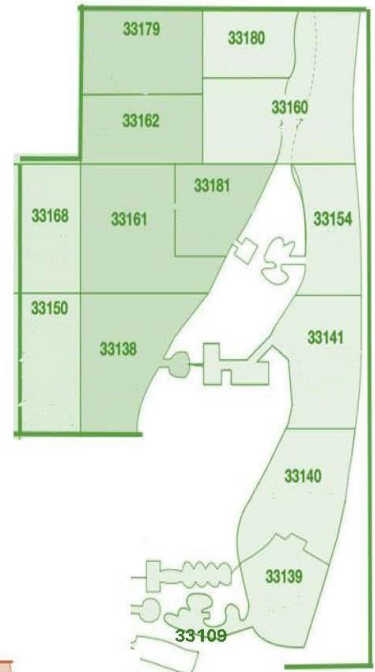
In order to enhance the efficiency and effectiveness of the services rendered under the OAA, Miami-Dade County will be divided into six (6) regions and Monroe County into two (2) regions. Each applicant will be required to identify all of the regions that they hope to provide services in. For purposes of this RFP, the definition of a Region will also contain any services or service bundle offered as County Wide.

Regions by Zip Code					
Miami-Dade County					
Region A	Region B	Region C	Region D	Region E	Region F
33138	33014	33010	33125	33133	33030
33139	33015	33012	33127	331334	33031
33140	33054	33013	33128	33143	33032
33141	33055	33016	33129	33144	33033
33150	33056	33018	33130	33146	33034
33154	33147	33122	33131	33155	33035
33160	33167	33126	33132	33165	33039
33161	33169	33166	33135	33173	33156
33162		33172	33136	33175	33157
33168		33174	33137	33183	33158
33179		33178	33142	33185	33170
33180		33182	33145	33193	33176
33181		33184	33149		33177
		33192			33186
		33194			33187
					33189
					33190
					33196

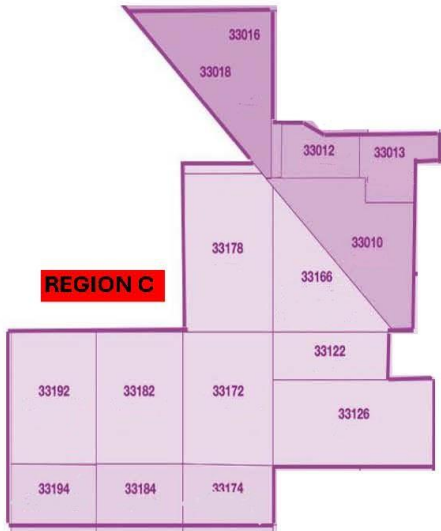
REGION B



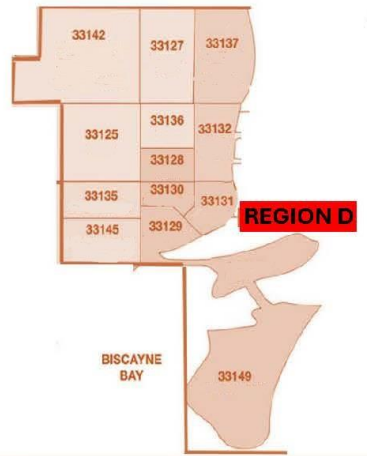
REGION A



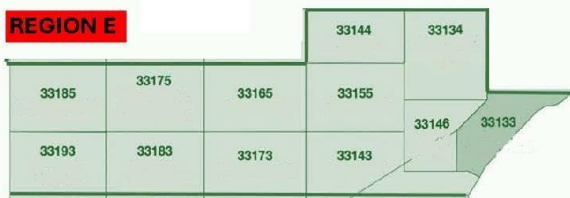
REGION C



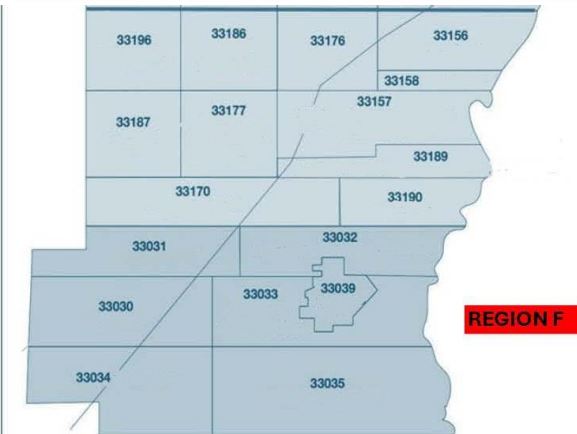
REGION D



REGION E



REGION F



**MIAMI-DADE
ZIP CODE
MAP**

Regions by Zip Code	
Monroe County	
Region A	Region B
33037	33043
33070	33042
33036	33040
33001	
33051	
33050	



By considering each region of the counties, the Alliance is able to consider the unique needs and characteristics of each district and minimize service deserts while ensuring that the procurement process remains organized and well-defined.

Under this solicitation the Alliance intends to award contracts for funding to providers on a competitive basis, according to the following amounts and provisions:

SECTION B: OAA SUBTITLES, SERVICES, AND FUNDING

1. Title III-B

A total of up to \$4,959,943 will be awarded in Miami-Dade County across the six regions and \$282,150 in Monroe County across its two (2) regions. Awards will be made in a manner such that the Alliance fulfills its requirements for each service provided under this title on a competitive basis. The Alliance reserves the right to adjust award allocations at any time during this RFP cycle based upon actual utilization patterns that are not consistent with the allocations.

a. Services to be Coordinated

The following is a list of the services, which may be funded under the Title III-B program:

Miami-Dade County

Registered Services

Adult Day Care

Chore Bundle (Core & Enhanced Chore)

In Home Bundle (Companionship, Escort, Homemaker, Personal Care)

Counseling (Gerontological)

Emergency Alert Response Bundle (Installation & Maintenance)

Screening & Assessment

Technology (Equipment, Install, Staff Support)

Non-Registered Services

Recreation

Transportation

Education & Training

Mental Health Counseling

Housing Improvement / Material Aide Bundle

Specialized Medical Equipment, Services .and Supplies

Monroe County

Registered Services

In Home Bundle (Companionship, Escort, Homemaker, Personal Care)

Chore Bundle (Chore & Enhanced Chore)

Screening and Assessment

Technology (Equipment, Install, Staff Support)

Non-Registered Services

Mental Health Counseling

Recreation

Specialized Medical Equipment, Services .and Supplies

Must be Offered in Both Miami-Dade and Monroe Counties

Legal Services

b. Successful Applicant:

A Successful Applicant is an applicant for a particular service or bundle of services that is not eliminated by the terms of this RFP, receives a score of at least 2.0 points in Part A on its application for such service. A Successful Applicant is not guaranteed funding under this RFP but may be considered at any time during the six-year RFP cycle for available funding. The initial contract awards for each service will be limited to the maximum number of providers indicated in Tables B.1.a, B.1.b, and B.1.c.

Designated Provider:

A Designated Provider, or multiple Designated Providers depending on the number of available contracts per service, is a Successful Applicant who has the highest overall score (combined Part A and Parts B) and receives funding. On a service-by-service basis, all numerical ties will be decided pursuant to the procedures set forth below.

c. Criteria for Specific Service Bundles and Individual Services:

The following criteria apply to awards under Title III-B:

- i. **Material Aide and Housing Improvement Bundle:** Any applicant for Material Aide or Housing Improvement must apply for both services and must provide both services county-wide.
- ii. **In-Home Services Bundle:** Any applicant for Homemaker, Personal Care, Escort, and Companionship services must apply for all four services.
- iii. **Emergency Alert Response:** Any applicant for Emergency Alert Response must provide Emergency Alert Response (Install) and ongoing maintenance of the personal emergency response system and must provide these services county-wide.
- iv. **Recreation:** Any applicant for Recreation must provide this service in a group setting. Recreation services must increase both physical and mental stimulation, prevent isolation, and encourage socialization.
- v. **Gerontological Counseling:** Any applicant for Gerontological Counseling Services may bid for Individual or Group or both. Any applicant for Gerontological Counseling must provide the service county-wide.
- vi. **Technology:** Technology is a standalone service. Applicants must apply for this service in the region(s) they want to serve. Technology is defined as a service or product that uses internet-based communication technology to connect participants to activities that promote maintaining and gaining independence, access to socialization, and/or access to health and wellness activities. The service should allow participants to communicate and connect more easily with peers, family members and service providers through a device that facilitates communication, such as a tablet, cloud-based computer program, TV or other similar product. The service is intended to prevent social isolation and enhance participants' quality of life. The Applicant must describe the specific technological device they want to implement, how it will address social isolation and enhance quality of life, and how the Applicant will designate staff to be responsible for overseeing the program, including the monitoring of Usage Reports, developing quality assurance processes, tracking client satisfaction, assisting participants, and ensuring vendor(s) are abiding by all contract guidelines and requirements.

vii. Transportation: An applicant should not include Transportation within any other services (i.e., an applicant should not increase their unit rate for a different service due to the need to provide transportation services), as Transportation will be considered for funding separate from all other services and not as a component to another service. Subject to provider interest, Title III-C1 Designated Providers shall also be Designated Providers for Transportation under Title III-B and considered first priority for funding purposes. Successful Applicants bidding for Transportation services who provide any other facility-based services will have the next funding priority to ensure access to services.

viii. Legal Services: A Successful Applicant for Legal Assistance must be willing and able to provide these services for the entire Planning and Service Area (all of Miami-Dade and Monroe Counties). Legal Assistance means legal advice and representation provided by an attorney to older individuals with economic or social needs. Providers must be licensed and in good standing with the Florida Bar and must provide the full scope of services and limited representation as appropriate in applicable Florida and Federal courts and administrative forums. Refer to the DOEA Programs and Services Handbook for complete definition and service requirements.

ix. Specialized Medical Equipment, Services, and Supplies: is a standalone service and must be offered county-wide.

x. Chore Bundle: Any applicant for Chore and Chore (enhanced) must apply for both services and deliver services county-wide.

xi. All Other IIB Services: All the other IIB Services are standalone services.

d. Applicants:

i. Applicants, including current providers, may have their application score under any service of this title reduced based on any historical funding surpluses with any funding source they operate under that was experienced during the preceding three years.

ii. Applicants, including current providers, may have their application score reduced under any service of this title for having corrective action taken against them by any funding source in the preceding three years.

e. Funding Allocation:

The number of existing funded clients used for all services below is an average of clients served each month from January – September 2024.

It is the intent of the Alliance to avoid interruptions in the service to existing Alliance funded clients; however, no preference in selection will be given to any existing providers. Instead, funding will be allocated on a service-by-service basis, first to service existing Alliance funded clients or Displaced Clients, and then to expand services to other potential clients. Funding will be assigned to Designated Providers using a multiple stage process as defined below.

For all bundled services, the applicant must provide a unique rate for each service in the bundle.

i. In-Home Bundled Services:

1) During the first stage, regional funding will be assigned to Designated Providers to be used to serve their existing Alliance funded clients from the respective region receiving services under this title, if any.

- Regional funding will be assigned for all existing Alliance funded clients of the Designated Provider in the respective region with the highest overall score.
 - Then regional funding will be assigned for all existing Alliance funded clients of the Designated Provider in the respective region with the next highest overall score.
 - And so on until regional funding has been assigned for all existing Alliance funded clients of Designated Providers in the respective region to the extent such funding is available.
- 2) In the second stage, Displaced Clients will be assigned to Designated Providers in the order of highest to lowest overall score.
- The Designated Provider with the highest overall score for the region will be first in receiving assigned Displaced Clients not to exceed its funding request from its Service Provider Application.
 - Then the provider with the second highest overall score for the region will be assigned Displaced Clients not to exceed its original funding request from its Service Provider Application.
 - And so on, moving down to the next highest overall scored provider, until all Displaced Clients have been assigned to a Designated Provider.
 - If all Displaced Clients cannot be accommodated among the Designated Providers using the above criteria, the Alliance will, at its sole discretion, will contract with a Provider of Choice to serve these remaining Displaced Clients, including a Designated Provider who has capacity to serve these clients.
- 3) The third stage distributes In-Home Bundled care regional funding that remains equally to the Designated Providers in stages 1 and 2 combined for the purpose of serving new clients.
- For regional funds available in these service categories, funding will be awarded equally to Designated Providers who receive funding for In-Home Bundle.
- 4) If there are no Designated Providers, or the Designated Providers have met their funding request from their service provider application, the Alliance may allocate any outstanding funding pursuant to its procurement policy.

ii. **For Transportation:**

Subject to provider interest, Title III-C1 Designated Providers shall also be Designated Providers for Transportation under Title III-B and considered first priority for funding purposes.

- 1) During the first stage, funding for Transportation will be assigned to Title III-C1 Designated Providers to be used to serve their existing Alliance funded clients who also currently receive Transportation to a meal site, as follows:
- Funding will be assigned during this stage first for all existing Alliance funded clients of the Designated Provider with the highest overall score.
 - Then for all existing Alliance funded clients of the Designated Provider with the next highest overall score.
 - And so on until funding has been assigned for all existing Alliance funded clients of Designated Providers to the extent such funding is available.
- 2) In the second stage of funding for Transportation, Displaced Clients will be assigned to Designated Providers for Title III-C1 services. Funding for Transportation services will follow the client by awarding the assigned Designated Provider funding for Transportation for the Displaced Clients if needed, and to the extent such funding is available.
- 3) The third stage distributes funding for Transportation services to Designated Providers, if necessary, as follows:
- Funding will be assigned to Designated Providers to serve existing Alliance funded clients

who currently receive Transportation for center-based services, excluding Title III C-1. Funding will be assigned using a hierarchy of highest to lowest overall score.

- 4) The fourth stage distributes any remaining funding to all designated transportation providers evenly,

iii. For Adult Day Care:

- 1) During the first stage, regional funding will be assigned to Designated Providers to be used to serve their existing Alliance funded clients served in this respective region receiving services under this title, if any.
 - Funding will be assigned during this stage first for all existing Alliance funded clients of the Designated Provider with the highest overall score.
 - Then for all existing Alliance funded clients of the Designated Provider with the next highest overall score.
 - And so on until funding has been assigned for all existing Alliance funded clients of Designated Providers to the extent such funding is available.
- 2) In the second stage, Displaced Clients served in the region will be assigned to Designated Providers on the basis of site location with the convenience of the client as the first priority.
 - The Designated Provider with the site most convenient for the Displaced Client (which is defined as the site closest to the location at which the Displaced Client receives services) will be first in receiving assigned Displaced Clients not to exceed its funding request.
 - Then the provider with the second closest site will be assigned Displaced Clients not to exceed its funding request, and so on, moving down to the next closest site provider, until all displacements have been assigned to a Designated Provider, if possible.
 - If all Displaced Clients cannot be accommodated, notwithstanding anything stated above, the Alliance may contract with a Provider of Choice to provide services to only Displaced Clients that could not be placed with Designated Providers.
- 3) The third stage equally distributes any funding that remains to Designated Providers to serve new clients.
- 4) If all Displaced Clients cannot be accommodated, notwithstanding anything stated above, the Alliance may contract with a Provider of Choice, which may include providers who were not selected as Designated Providers, to provide services to only Displaced Clients that could not be placed with Designated Providers.
- 5) A Displaced Client may cross into a new Region for Adult Day Care service if that Region is the most appropriate facility for that Displaced Client. If this situation occurs, the funding for the Displaced Client will follow the Displaced Client into the new Region.

iv. For Screening and Assessment:

The Alliance will award contracts for Screening and Assessment service to all Designated Providers selected to provide registered services under this title as follows¹:

- 1) For Designated Providers who are funded to provide registered services as identified in Section B.1.a., the funding allocation for Title III-B Screening and Assessment services will be proportional to the Designated Provider's share of total county-wide unduplicated existing

¹ Applicants must attest in their application if they intend to not bill the OAA grant for Screening and Assessment services, or which Title will be billed Screening and Assessment against if they receive awards for more than one Title as part of the Unit Cost Grid in Part B of the Application.

Alliance funded clients receiving registered services under this Title. The Alliance reserves the right to adjust awards for Screening and Assessment to avoid funding duplication for providers that apply under more than one title in this RFP and for those providers who serve clients under other Alliance funded case managed programs (i.e. CCE, HCE, ADI)

- 2) Any funding that remains shall be used to provide Title III-B Screening and Assessment services to new clients and will be allocated to Designated Providers who provide Registered services as identified in Section B.1.a. The funding allocation for Title III-B Screening and Assessment services will be proportionate to the amount of funds received for Registered Services.
- 3) Only one assessment is required for receiving services across titles (except for III-C1 which requires a different screening).

v. **For all other authorized services:**

Funding will be distributed among Designated Providers proportionally, based on the percentage of the total score (Parts A and B combined) that each provider's application represents in relation to the total scores of all Designated Providers within the same service category for which they are applying.

- vi. Tied scores will be resolved first by the years of experience as a provider for the service, regardless of funding source. If this criterion does not resolve the tie, the tie will be broken by a coin toss. The tied applicants will be informed of the tie and will be provided with reasonable notice of the time and location of the coin toss, which they may attend. The coin will be tossed by the Alliance's Executive Director in the presence of at least two witnesses.
- vii. In the event that there is not enough funding available for any particular service under this title to serve all existing Alliance funded clients for that service, awards will be reduced proportionately for that service so as to distribute funding to serve as many existing Alliance funded clients as possible.
- viii. Notwithstanding any other provision of this RFP, the Alliance reserves the right in its sole discretion to:
 - 1) Adjust award amounts for each service, and the number of applications funded, in order to ensure that the totality of the funding allocated for Title III-B of the Older Americans Act is exhausted within this title.
 - 2) Adjust award amounts for each service, and the number of applications funded, in order to ensure that there are sufficient funds to serve existing Alliance funded clients, areas and communities within the PSA that would suffer service reductions that would be attributable to this RFP. In such case, the Alliance reserves the right to contract with a Provider of Choice , which may include providers who were not identified as Designated Providers, to maintain services in place.

Note: For purposes of this RFP, the definition of a Region will also contain any services or service bundle offered as County Wide.

Title III-B Services by Region						
Miami-Dade County						
(All III-B Applicants are required to provide Screening & Assessment for services designated as Registered "R")						
	Region A		Region B		Region C	
	Funding Amount	Up to # Providers	Funding Amount	Up to # Providers	Funding Amount	Up to # Providers
Adult Day Care (R)	98,420.00	3	61,070.00	2	66,860.00	3
In-Home Bundle (R)	190,400.00	2	295,670.00	2	389,470.00	2
Recreation	20,680.00	5	28,780.00	5	30,550.00	6
Technology (R)	45,000.00	2	45,000.00	2	45,000.00	2
Transportation	171,600.00	6	104,640.00	5	256,590.00	6
	Region D		Region E		Region F	
	Funding Amount	Up to # Providers	Funding Amount	Up to # Providers	Funding Amount	Up to # Providers
Adult Day Care (R)	83,560.00	3	163,520.00	3	98,200.00	3
In-Home Bundle (R)	202,300.00	2	509,570.00	2	394,500.00	2
Recreation	26,750.00	6	24,070.00	5	22,590.00	5
Technology (R)	45,000.00	2	45,000.00	2	45,000.00	2
Transportation	281,030.00	5	97,350.00	6	92,900.00	4
- Note: Screening and Assessment can be performed as an OAA service or through other funding sources.						
Title III-B Services County Wide						
Miami-Dade County						
(All III-B Applicants are required to provide Screening & Assessment for services designated as Registered "R")						
	All Regions					
	Funding Amount			Up to # Providers		
Chore Bundle (R)	47,000.00			2		
Education / Training	90,000.00			1		
Gerontological Counseling (R)	44,800.00			1		
Mental Health Counseling	120,000.00			1		
Emergency Alert Response Bundle (R)	56,000.00			1		
Material Aid / Housing Improvement Bundle	66,000.00			1		
Specialized Medical Equipment, Services, and Supplies	336,330.00			2		
- Note: Screening and Assessment can be performed as an OAA service or through other funding sources.						

Table B.1.a

Title III-B Services by Region Monroe County (All III-B Applicants are required to provide Screening & Assessment for services designated as Registered "R")				
	Region A		Region B	
	Funding Amount	# Providers	Funding Amount	# Providers
In-Home Bundle (R)	32,000.00	1	41,000.00	1
Recreation	30,000.00	1	30,000.00	1
Technology (R)	25,000.00	1	25,000.00	1
Title III-B Services County Wide Monroe County (All III-B Applicants are required to provide Screening & Assessment for services designated as Registered "R")				
	All Regions			
	Funding Amount		# Providers	
Chore Bundle (R)	32,250.00		1	
Mental Health Counseling	30,000.00		1	
Specialized Medical Equipment, Services, and Supplies	31,900.00		1	
- Note: Screening and Assessment can be performed as an OAA service or through other funding sources.				
Table B.1.b				

Title III-B Services PSA Wide Miami-Dade & Monroe County		
	All Regions / Both Counties	
	Funding Amount	Up to # Providers
Legal; Services	166,530.00	1
Table B.1.c		

2. Subtitle III-C1

A total of up to \$4,297,583 will be awarded under Title III-C1 of the OAA in Miami-Dade County across the six (6) regions and \$138,000 in Monroe County across its two (2) regions, to OAA Title III-C1 Designated Providers. Awards will be made in a manner such that the Alliance fulfills its requirements for services provided under this title on a competitive basis. Funds will be awarded on a competitive basis among Successful Applicants that become Designated Providers under OAA Title III-C1. The Alliance reserves the right to adjust award allocations at any time during this RFP cycle based upon actual utilization patterns that are not consistent with the allocations.

a. Services to be Coordinated

The following is a list of the services, which may be funded under the Title III-C1 program:

Miami-Dade County

Congregate Meals Bundle

(Congregate Meals, Emergency Shelf Stable Meals, Congregate Meals Screening, Nutrition Education, Nutrition Counseling).

Kosher Congregate Meals

(Kosher Congregate Meals, Emergency Shelf Stable Meals, Congregate Meals Screening, Nutrition Education, Nutrition Counseling)

Monroe County

Congregate Meals Bundle

(Congregate Meals, Emergency Shelf Stable Meals, Congregate Meals Screening, Nutrition Education, Nutrition Counseling)

b. Successful Applicant:

A Successful Applicant is an agency that is not eliminated by the terms of this RFP, receives a score of at least 2.0 points in Part A for each service. A Successful Applicant is not guaranteed funding under this RFP but may be considered at any time during the six-year RFP cycle for available funding. From the pool of Successful Applicants, the Alliance will select, based upon the established criteria referenced under each title, those agencies designated for funding (the "Designated Provider"). The initial contract awards for each service will be limited to the maximum number of providers indicated in Tables B.2.a. and B.2.b.

Successful Applicants that are the most responsive and responsible in compliance with the terms of this RFP shall be considered Designated Providers. Responsive and responsible refers to the highest overall scoring results of the quantitative evaluation process and consideration of unit rates, complete submissions compliance, and the best interest of the Alliance.

Designated Provider shall also promote health and well-being of older individuals by assisting them in gaining access to disease prevention and health-promotion services with the intent to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior

c. Criteria for Congregate Meals

- i. Designated Providers shall make reasonable efforts to provide modified diet meals, as indicated in the DOEA Programs and Services Handbook, to serve clients that require them.

- ii. Designated Providers shall seek innovative approaches to service delivery in order to improve quality, client satisfaction and increase client participation at meal sites.

d. Applicants:

- i. Applicants, including current providers, may have their application score under any service of this title reduced based on any historical surpluses with any funding source they operate under that they experienced during the preceding three years.
- ii. Applicants, including current providers, may have their application score reduced under any service of this title for having corrective action taken against them by any funding source in the preceding three years.
- iii. There shall be at least one Designated Kosher meals provider in Miami-Dade County under Title III-C1. If there is not a Kosher meals provider among the Designated Providers for Miami-Dade County as per the above criteria, the Alliance will designate at least one Kosher meals provider, at its sole discretion from the pool of applicants or other sources, as an additional Designated Provider based first on the provider's ability to serve all existing Kosher meals clients and then on the highest overall score.
- iv. Each Designated Provider under this title to which an award is made must contract for, and be able to provide, all of the following services: Congregate Meals, Nutrition Counseling, Nutrition Education and Congregate Screening Services.
- v. On a service-by-service basis, all ties will be decided pursuant to the procedure set forth in Section B.2.e.vi below.

e. Funding Allocation:

The number of existing funded clients used for all services below is an average of clients served each month from January – September 2024.

It is the intent of the Alliance to avoid interruption in the service to existing Alliance funded clients; however, no preference in selection will be given to existing providers. Instead, funding among Designated Providers will be allocated first to serve existing or Displaced Clients and then to expand services to other potential clients. Funding for Congregate Meals will be assigned to Designated Providers using the following three-stage process:

- i. During the first stage, regional funding will be assigned to Designated Providers to be used to serve their current existing DOEA clients in the Provider's respective region. Funding will be assigned during this stage first for all existing Alliance funded clients of the Designated Provider in the Provider's respective region with the highest overall score, then for all existing Alliance funded clients of the Designated Provider in the Provider's respective region with the next highest overall score, and so on until funding has been assigned for existing Alliance funded clients of Designated Providers in the respective region while funding is available.
- ii. In the second stage, Displaced Clients will be assigned, on a site-by-site basis, to Designated Providers, using geographic distance as a guide. If the closest site to the Displaced Clients does not have capacity, the next closest site will receive the remaining Displaced Clients, not to exceed the provider's funding request. However, if there are two or more competing Congregate Meal sites within an equal radius of an existing Congregate Meal site which fails

to become funded, the assignment of the Displaced Clients will be made to the provider with the highest overall score among these Designated Providers, not to exceed the provider's capacity at that site. If all Displaced Clients cannot be accommodated, notwithstanding anything to the contrary herein, the Alliance may contract with a provider of choice to provide services to Displaced Clients that could not be placed with Designated Providers.

- iii. A Displaced Client may cross into a new Region for a congregate meal service if that Region is the most appropriate facility for that Displaced Client. If this situation occurs, the funding for the Displaced Client will follow the Displaced Client into the new Region.
- iv. The third stage equally distributes any regional funding that remains to Designated Providers to serve new clients served in their respective region not to exceed the provider's capacity.
- v. Notwithstanding the previous paragraph, the Alliance will award contracts for Congregate Screening, Nutrition Education, and Nutrition Counseling services to all Designated Providers selected to provide services under this title. The funding allocation for these services will be determined on a pro rata basis by taking (A) the ratio of the number of Subtitle III-C1 estimated Congregate Meal enrollment awarded to the applicant to the total number of Subtitle III-C1 estimated Congregate Meal enrollment awarded to all applicants and (B) multiplying such ratio by the RFP amount allocated for each of these services, as shown in Tables B.2.a and B.2.b.
- vi. The Alliance reserves the right to adjust awards for Congregate Screening to avoid funding duplication for providers that apply under more than one title in this RFP and for those providers who serve clients under other Alliance funded case managed programs (i.e. CCE, HCE, ADI).
- vii. Tied scores will be resolved first by years of experience as a provider for the service, regardless of funding source. If this criterion does not resolve the tie, the tie will be broken by a coin toss. The tied applicants will be informed of the tie and will be provided with reasonable notice of the time and location of the coin toss, which they may attend. The coin will be tossed by the Alliance's Executive Director in the presence of at least two witnesses.
- viii. The selection by the Alliance of a provider as a Designated Provider does not guarantee that a provider will be funded. However, the Alliance reserves the right to contract with unfunded Designated Providers in the future to the extent that additional funding becomes available for assignment by the Alliance whether through an increase in funding from DOEA or a need to reassign funding as a result of a surplus experienced by a funded Designated Provider.
- ix. In the event that there is not enough funding available under this title to serve all existing Alliance funded clients, awards will be reduced proportionately so as to distribute funding to serve as many existing Alliance funded clients as possible.
- x. Notwithstanding any other provision of this RFP, the Alliance reserves the right in its sole discretion to:
 - Adjust the award amounts and the number of applications funded to ensure that the totality of the funding allocated for Title III-C1 of the Older Americans Act is exhausted within this subtitle.
 - Adjust the award amounts and the number of applications funded to ensure that there are sufficient funds to serve existing Alliance funded clients, areas and communities within the PSA that would suffer service reductions that would be attributable to this RFP. In such case, the Alliance reserves the right to contract with a provider of choice, which

may include providers who were not identified as Designated Providers, to maintain services in place.

Note: For purposes of this RFP, the definition of a Region will also contain any services or service bundle offered as County Wide.

Title III-C1 Services by Region Miami-Dade County						
(All III-C1 Service Provider's are required to provide Congregate Meals Screening for Congregate Meals)						
	Region A		Region B		Region C	
	Funding Amount	Up to # Providers (# meal sites)	Funding Amount	Up to # Providers (# meal sites)	Funding Amount	Up to # Providers (# meal sites)
Congregate Meals Bundle (R)	560,460.00	4 (7)	329,550.00	1 (2)	1,400,180.00	5 (17)
	Region D		Region E		Region F	
	Funding Amount	Up to # Providers (# meal sites)	Funding Amount	Up to # Providers (# meal sites)	Funding Amount	Up to # Providers (# meal sites)
Congregate Meals Bundle (R)	1,038,390.00	4 (14)	416,400.00	4 (8)	326,780.00	2 (6)
- Note: Congregate Meals Screening can be performed as an OAA service or through other funding sources.						
Title III-C1 Services County Wide Miami-Dade County						
(All III-C1 Service Provider's are required to provide Congregate Meals Screening for Congregate Meals)						
	All Regions					
	Funding Amount			Up to # Providers (# meal sites)		
Kosher Congregate Meals Bundle (R)	217,760.00			1 (2)		
- Note: Congregate Meals Screening can be performed as an OAA service or through other funding sources.						
Table B.2.a						

Title III-C1 Services by Region Monroe County				
(All III-C1 Service Provider's are required to provide Congregate Meals Screening for Congregate Meals)				
	Region A		Region B	
	Funding Amount	# Providers	Funding Amount	# Providers
Congregate Meals Bundle (R)	67,500.00	1	67,500.00	1
- Note: Congregate Meals Screening can be performed as an OAA service or through other funding sources.				
Table B.2.b				

3. Subtitle III-C2

A total of \$5,332,645 will be allocated to OAA Title III-C2 Designated Providers in Miami-Dade County across the six (6) regions and \$242,116 in Monroe County across its two (2) regions. Awards will be made in a manner such that the Alliance fulfills its requirements for services provided under this title on a competitive basis. Funds will be awarded on a competitive basis among Successful Applicants that become Designated Providers under OAA Title III-C2. The Alliance reserves the right to adjust award allocations at any time during this RFP cycle based upon actual utilization patterns that are not consistent with the allocations.

a. Services to be Coordinated

The following is a list of the services, which may be funded under the Title III-C2 program in PSA 11.

Miami-Dade County

Frozen Home Delivered Meals Bundle

(Frozen Home Delivered Meals, Emergency Shelf Stable Meals, Screening & Assessment, Nutrition Counseling, Nutrition Education)

Hot Home Delivered Meals Bundle

(Hot Home Delivered Meals, Emergency Shelf Stable Meals, Screening & Assessment, Nutrition Counseling, Nutrition Education)

Kosher Home Delivered Meals Bundle

(Home Delivered Meals, Emergency Shelf Stable Meals, Screening & Assessment, Nutrition Counseling, Nutrition Education)

Monroe County

Frozen Home Delivered Meals Bundle

(Frozen Home Delivered Meals, Emergency Shelf Stable Meals, Screening & Assessment, Nutrition Counseling, Nutrition Education)

b. Successful Applicant

A Successful Applicant is an agency that is not eliminated by the terms of this RFP, receives a score of at least 2.0 points in Part A on its application and is among the top scoring (Part A and Part B combined scores) applicants for each service. A Successful Applicant is not guaranteed funding under this RFP but may be considered at any time during the six-year RFP cycle for available funding. From the pool of Successful Applicants, the Alliance will select, based upon the established criteria referenced under each title, those agencies designated for funding (the "Designated Provider"). The initial contract awards for each service will be limited to the maximum number of providers indicated in Tables B.3.a and B.3.b.

Successful Applicants that are the most responsive and responsible in compliance with the terms of this RFP shall be considered Designated Providers. Responsive and responsible refers to the highest overall scoring results of the quantitative evaluation process and consideration of unit rates, complete compliance with submission requirements, and the best interest of the Alliance.

Applicants and their affiliates are limited to one award per region under this title. The term "affiliates" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the applicant.

c. Applicants

- i. Applicants, including current providers, may have their application score under any service of this title reduced based on any historical surpluses with any funding source they operate under that they experienced during the preceding three years.
- ii. Applicants, including current providers, may have their application score reduced under any service of this title for having corrective action taken against them by any funding source in the preceding three years.
- iii. There shall be at least one Designated Kosher meals provider under Title III-C2 serving countywide in Miami-Dade. If there is not a Kosher meals provider among the Designated Providers as per the above criteria, the Alliance will designate at least one Kosher meals provider, at its sole discretion from the pool of applicants or other sources, as an additional Designated Provider based first on the provider's ability to serve all existing Kosher meals clients and then on the lowest proposed unit rate.
- iv. On a service-by-service basis, all ties will be decided pursuant to the procedure set forth in Section B.3.c.v below.
- v. Each entity that is Designated must provide Home Delivered Meals, Nutrition Counseling, Nutrition Education, and Screening and Assessment services.
- vi. Designated Providers shall make reasonable efforts to provide modified diet meals, as indicated in the DOEA Programs and Services Handbook, to serve clients that require them.
- vii. Applicants under this title that also apply through Title III-B to offer services that address social isolation through the use of Technology will receive an additional 0.1 point(s) their applications score in Title III-C2.

d. Funding Allocation:

The number of existing funded clients used for all services below is an average of clients served each month from January – September 2024.

It is the intent of the Alliance to avoid interruptions in the service to existing Alliance funded clients; however, no preference in selection will be given to any existing providers. Instead, funding among Designated Providers will be allocated first to serve existing or Displaced Clients and then to expand services to other potential clients. Funding for Home Delivered Meals will be assigned to Designated Providers using a three-stage process.

- i. During the first stage, regional funding will be assigned to Designated Providers to be used to serve their current existing Alliance funded clients in the respective region. Funding will be assigned during this stage first for all existing Alliance funded clients of the Designated Provider in the respective region with the highest overall score, then for all existing Alliance funded clients of the Designated Provider in the respective region with the next highest overall score, and so on until funding has been assigned for all existing Alliance funded clients of Designated Providers in the respective region to the extent such funding is available.
- ii. In the second stage, Displaced Clients will be assigned to Designated Providers in the respective region in the order of the highest to the lowest overall score. The Designated Provider with the highest overall score will be first in receiving assigned Displaced Clients not to exceed its funding request, then the Designated Provider with the second highest overall score will be

assigned Displaced Clients not to exceed its funding request, and so on, moving down to the next lowest proposed unit rate provider, until all Displaced Clients have been assigned to a Designated Provider. The Alliance may contract with a provider(s) of choice to provide services to Displaced Clients that could not be placed with Designated Providers.

- iii. The third stage equally distributes any funding that remains to all Title III-C2 Designated Providers for the respective region to be used to serve hot meals to new clients.
- iv. Notwithstanding the previous paragraph, the Alliance will award contracts for Screening, Nutrition Education, and Nutrition Counseling services to all Designated Providers selected to provide services under this title. The funding allocation for Screening, Nutrition Education, and Nutrition Counseling Services will be determined on a pro rata basis by taking (A) the ratio of the number of Subtitle III-C2 estimated Home Delivered Meals enrollment awarded to the applicant to the total number of Subtitle III-C2 estimated Home Delivered Meals enrollment awarded to all applicants and (B) multiplying such ratio by the RFP amount allocated to Screening and Assessment, Nutrition Education, and Nutrition Counseling services under this Title, as shown in Section B.3.a. The Alliance reserves the right to adjust awards for Screening and Assessment to avoid funding duplication for providers that apply under more than one title in this RFP and for those providers who serve clients under other Alliance funded case managed programs (i.e. CCE, HCE, ADI).
- v. Tied scores will be resolved first by years of experience as a provider for the service, regardless of funding source. If this criterion does not resolve the tie, the tie will be broken by a coin toss. The tied applicants will be informed of the tie and will be provided with reasonable notice of the time and location of the coin toss, which they may attend. The coin will be tossed by the Alliance's Executive Director in the presence of at least two witnesses.
- vi. The Alliance reserves the right to contract with unfunded Successful Applicants in the future to the extent that additional funding becomes available for assignment by the Alliance whether through an increase in funding from DOEA that cannot be expended by a funded Designated Provider or a need to reassign funding as a result of a surplus experienced by a funded Designated Provider.
- vii. In the event that there is not enough funding available under this title to serve all existing Alliance funded clients, awards will be reduced proportionately to distribute funding to serve as many existing Alliance funded clients as possible.
- viii. Notwithstanding any other provision made of this RFP, the Alliance reserves the right in its sole discretion to:
 - Adjust the award amounts and the number of applications funded to ensure that the totality of the funding allocated for Title III-C2 of the Older Americans Act is exhausted within this title.
 - Adjust the award amounts and the number of proposals funded to ensure that there are sufficient funds to serve existing Alliance funded clients, areas and communities within the PSA that would suffer service reductions that would be attributable to this RFP. In such case, the Alliance reserves the right to contract with a provider(s) of choice to maintain services in place.

Note: For purposes of this RFP, the definition of a Region will also contain any services or service bundle offered as County Wide.

Title III-C2 Services by Region Miami-Dade County (All III-C2 Service Provider's are required to provide Screening & Assessment for Home Delvered Meals)						
	Region A		Region B		Region C	
	Funding Amount	Up to # Providers	Funding Amount	Up to # Providers	Funding Amount	Up to # Providers
Home Delivered Meals Bundle - Hot (R)	155,000.00	3	129,500.00	4	1,305,000.00	8*
Home Delivered Meals Bundle - Frozen (R)	68,000.00	4	356,000.00	5	232,000.00	4
	Region D		Region E		Region F	
	Funding Amount	Up to # Providers	Funding Amount	Up to # Providers	Funding Amount	Up to # Providers
Home Delivered Meals Bundle - Hot (R)	285,000.00	4	376,000.00	3	185,000.00	3
Home Delivered Meals Bundle - Frozen (R)	379,000.00	4	327,000.00	5	337,000.00	4
- Note: Screening and Assessment can be performed as an OAA service or through other funding sources.						
Title III-C2 Services County Wide Maimi-Dade County (All III-C2 Service Provider's are required to provide Congregate Meals Screening for Congrefgate Meals)						
	All Regions					
	Funding Amount			Up to # Providers		
Kosher Home Delivered Meals Bundle (R)	1,163,500.00			1		
- Note: Congregate Meals Screening can be performed as an OAA service or through other funding sources.						
Table B.2.a						

Title III-C2 by Region Monroe County (All III-C2 Service Provider's are required to provide Screening & Assessment for Home Delivered Meals)				
	Region A		Region B	
	Funding Amount	# Providers	Funding Amount	# Providers
Home Delivered Meals Bundle - Frozen (R)	110,500.00	1	127,500.00	1
- Note: Screening and Assessment can be performed as an OAA service or through other funding sources.				
Table B.3.b				

4. Title III-D of the Older Americans Act.

A total of up to \$261,471 will be awarded under Title III-D of the Older Americans Act in Miami-Dade County across the six (6) regions and \$45,806 in Monroe County in its two (2) regions, to Older Americans Act Title III-D Designated Providers by county. Awards will be made in a manner such that the Alliance fulfills its requirements for services provided under this title on a competitive basis. Funds will be awarded on a competitive basis among Successful Applicants that become Designated Providers under Older Americans Act Title III-D. The Alliance reserves the right to adjust award allocations between counties at any time during this RFP cycle based upon actual utilization patterns that are not consistent with the allocation for each county.

a. Services to be coordinated.

The following is a list of the services, which may be funded under the Title III-D program in PSA 11.

Miami-Dade County

A Matter of Balance
Un Asunto de Equilibrio
Bingosize (English / Spanish)
Enhanced Fitness (English)
Enhanced Fitness (Spanish)
Arthritis Foundation Tai Chi (English / Spanish)
Tai Chi / Tai Ji Quan Moving for Better Balance (English/Spanish)
Diabetes Self-Management
Programa de Manejo Personal de la Diabetes
Chronic Disease Self-Management
Tomando Control de su Salud
Walk With Ease (English / Spanish)
Fit and Strong (English/Spanish)
Savvy Caregiver (English)
Savvy Caregiver (Spanish)

Monroe County

A Matter of Balance / Un Asunto de Equilibrio
Bingosize
Enhanced Fitness (Excludes Summer months)
Chronic Disease Self-Management / Tomando Control de su Salud
Savvy Caregiver

b. Successful Applicant

A Successful Applicant is an agency that is not eliminated by the terms of this RFP, receives a score of at least 2.0 points in Part A on its application and is among the top scoring (Part A and Part B combined scores) applicants for each service. A Successful Applicant is not guaranteed funding under this RFP but may be considered at any time during the six-year RFP cycle for available funding. From the pool of Successful Applicants, the Alliance will select, based upon the established criteria referenced under each title, those agencies designated for funding (the "Designated Provider"). The initial contract awards for each service will be limited to the maximum number of providers indicated in Tables B.4.a. and B.4.b.

- i. Successful Applicants that are the most responsive and responsible in compliance with the terms of this RFP shall be considered Designated Providers to the extent that a contract is available. Responsive and responsible refers to the highest overall scoring results of the quantitative evaluation process and consideration of unit rates, complete compliance with application submission requirements, and the best interest of the Alliance,

- ii. Applicants must ensure that all staff assigned to the Evidence Based Programs are qualified to perform their job duties.
- iii. Applicants must submit and sign the Certifications and Attestations as part of Part B (Contract Module) and supply copies of all certifications (or licenses) requested with the application in the applicant created exhibit folder. **or** Applicants must guarantee in writing that all qualifications (certifications/licenses) required to deliver all listed Evidence Based Programs will be provided to the Alliance within 60 days of contract commencement. (Included in applicant created Exhibit Folder)
- iv. Designated Providers who fail to obtain or maintain certifications for all listed Evidence Based Programs at any time during the contract period will result in immediate cancellation of the contract. In such case, the Alliance reserves the right to contract with the highest ranked Designated Provider, provider of choice or determine alternate means to deliver the service for the remaining term of the RFP period.
- v. Priority will be given to serving older adults who are of greatest economic need and those living in geographic areas designated by the United States Department of Health and Human Services, Health Resources & Services Administration (HRSA) as Medically Underserved Areas/Populations (<https://data.hrsa.gov/tools/shortage-area/mua-find>).

c. Applicants

- i. Applicants, including current providers, may have their application score under any service of this title reduced based on any historical surpluses with any funding source they operate under that they experienced during the preceding three years.
- ii. Applicants, including current providers, may have their application score under any service of this title for having corrective action taken against them by any funding source in the preceding three years.

d. Funding Allocation:

- i. Regional Area funding will be allocated to designated providers based on the highest overall score and available contracts.
- ii. The initial number of contract awards to Designated Providers for each service shall not exceed the maximum number of providers for that service per regional area as indicated in Tables B.4.a. and B.4.b.
- iii. Tied scores will be resolved first, by the years of experience as a provider for the Evidence Based Programs, regardless of funding source. If this does not resolve the tie, the tie will be broken by a coin toss. The tied applicants will be informed of the tie and will be provided with reasonable notice of the time and location of the coin toss, which they may attend. The coin will be tossed by the Alliance's Executive Director in the presence of at least two witnesses.
- iv. Notwithstanding any other provision of this RFP, the Alliance reserves the right in its sole discretion to:
 - Adjust the award amounts and the number of applications funded to ensure that the totality of the funding allocated for Title III-D of the Older Americans Act is exhausted within this title.
 - Adjust the award amounts and the number of applications funded to ensure that there are sufficient funds to serve existing Alliance funded clients, areas and communities within the

PSA that would otherwise not be served under this title that are attributable to this RFP. In such case, the Alliance reserves the right to contract with a provider of choice, which may include providers who were not identified as Designated Providers, to maintain services in place.

Title III-D Services by Regional Area Miami-Dade County (One English and One Spanish in each Regional Area)				
	Regional Area = Regions A, B, D		Regional Area = Regions C, E, F	
	Funding Amount	Up to # Providers	Funding Amount	Up to # Providers
Falls Prevention Group				
- A Matter of Balance	5,500.00	2	5,500.00	2
- Un Asunto de Equilibrio	5,500.00	2	5,500.00	2
- Bingosize (English / Spanish)	5,530.00	1	5,530.00	1
- Enhanced Fitness (English)	24,000.00	1	24,000.00	1
- Enhanced Fitness (Spanish)	24,000.00	1	24,000.00	1
- Arthritis Foundation Tai Chi (English / Spanish)	5,500.00	1	5,500.00	1
- Tai Chi / Tai Ji Quan Moving for Better Balance	12,000.00	1	12,000.00	1
Chronic Disease Group				
- Diabetes Self Management	5,420.00	2	5,420.00	2
- Programa de Manejo Personal de la Diabetes	5,420.00	2	5,420.00	2
- Chronic Disease Self Managemnt	5,420.00	2	5,420.00	2
- Tomando Control de su Salud	5,420.00	2	5,420.00	2
Physical Activity/Wellness Group				
- Walk With Ease (English / Spanish)	5,420.00	1	10,820.00	2
- Fit and Strong (English/Spanish)	9,000.00	1	18,000.00	2
Caregiver Support Group				
- Savvy Caregiver (English)	2,700.00	1	2,700.00	1
- Savvy Caregiver (Spanish)	2,700.00	1	2,700.00	1

Table B.4.a

Title III-D Services County Wide Monroe County		
	All Regions	
	Funding Amount	# Providers
Falls Prevention Group		
- A Matter of Balance / Un Asunto de Equilibrio	5,450.00	1
- Bingosize	5,450.00	1
- Enhanced Fitness Excludes Summer months	24,000.00	1
- Chronic Disease Self Management / Tomando Control de su Salud	5,450.00	1
Caregiver Support Group		
- Savvy Caregiver	5,450.00	1

Table B.4.b

5. **Title III-E**

Up to \$1,763,040 is available for Miami-Dade County across the six (6) regions and \$287,270 is available for Monroe County in its two (2) regions. Awards will be made in a manner such that the Alliance fulfills its requirements for each service provided under this title on a competitive basis. The Alliance reserves the right to adjust award allocations at any time during this RFP cycle based upon actual utilization patterns that are not consistent with the allocations.

a. Services to be Coordinated:

The following is a list of the services, which may be funded under the Title III-E program in PSA 11.

Miami-Dade County

III E

Adult Day Care
Respite In Home
Respite Facility
Legal Services
Screening and Assessment

III ES

Chore Bundle (Chore & Enhanced Chore)
Housing Improvement / Material Aide Bundle
Specialized Medical Equipment, Services, & Supplies

III EG

Grandparent Bundle
(Sitter, Homemaker, Home Delivered Meals)
Legal Services

Monroe County

III E

Adult Day Care
Respite In Home
Respite Facility
Screening and Assessment

III ES

Chore Bundle (Chore & Enhanced Chore)
Specialized Medical Equipment, Services, & Supplies
Material Aide / Housing Improvement Bundle

III EG

Grandparent Bundle
(Sitter, Homemaker, Home Delivered Meals)
Legal Services

Funds will be awarded under Title III-E of the Older Americans Act to Successful Applicants that become Designated as Older Americans Act Providers by county, per region on a service-by-service basis under Title III-E. Applicants must specify the sub-title under Title III-E for each of the services for which they apply. The sub-titles for Title III-E are Support Services (III-E), Grand Parent Support Services (III-EG), and Supplemental Services (III-ES), Section B.5.a.

b. Successful Applicant:

A Successful Applicant is an agency that is not eliminated by the terms of this RFP, receives a score of at least 2.0 points in Part A on its application and is among the top scoring (Part A and Part B combined scores) applicants for each service. A Successful Applicant is not guaranteed funding under this RFP but may be considered at any time during the six-year RFP cycle for available funding. From the pool of Successful Applicants, the Alliance will select, based upon the established criteria

referenced under each title, those agencies designated for funding (the “Designated Provider”). The initial contract awards for each service will be limited to the maximum number of providers indicated in Tables B.5.a, B.5.b, and B.5.c.

Successful Applicants that are the most responsive and responsible in compliance with the terms of this RFP shall be considered Designated Providers. Responsive and responsible refers to the highest overall scoring results of the quantitative evaluation process and consideration of unit rates, complete compliance with application submission requirements, and the best interest of the Alliance.

c. Criteria for III E Services:

All applicants must bid by service and by region. Each service shall have a supported unit cost (except cost reimbursement items). The list of Services to be bid on, Maximum number of Providers, Maximum Unit Rate, and Service Allocation are referenced in Table B.5.a, B.5.b, and B.5.c.

i. Material Aide and Housing Improvement Bundle

Applicants for Material Aide / Home Improvement must have the capacity and qualifications to deliver these services on a countywide basis and apply for both services.

ii. Specialized Medical Equipment Services & Supplies

Applicants for Material Aide / Home Improvement must have the capacity and qualifications to deliver these services on a countywide basis and apply for both services.

d. Applicants

- i. Applicants, including current providers, may have their application score under any service of this title reduced based on any historical surpluses with any funding source they operate under that they experienced during the preceding three years.
- ii. Applicants, including current providers, may have their application score reduced under any service of this title for having corrective action taken against them by any funding source in the preceding three years.
- iii. Applicants and their affiliates, as defined, are limited to one award under this title per region. The term “affiliates” means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the applicant.
- iv. The initial number of contract awards to Designated Providers for each service per region shall not exceed the maximum number of providers for that service as indicated in Tables B.5.a, B.5.b, and B.5.c.
- v. Tied scores will be resolved by the lower proposed unit rate first then by years of experience as a provider for the service, regardless of funding source. If none of these criteria resolves the tie, the tie will be broken by a coin toss. The tied applicants will be informed of the tie and will be provided with reasonable notice of the time and location of the coin toss, which they may attend. The coin will be tossed by the Alliance’s Executive Director in the presence of at least two witnesses.
- vi. The Alliance reserves the right to contract with unfunded Successful Applicants in the future to the extent that additional funding becomes available for assignment by the Alliance whether through an increase in funding from DOEA that a funded Designated Provider cannot expend or a need to reassign funding as a result of a surplus experienced by a funded Designated Provider.

vii. In the event that there is not enough funding available under this title to serve all existing Alliance funded clients, awards will be reduced proportionately so as to distribute funding to serve as many existing Alliance funded clients as possible.

viii. Notwithstanding any other provision contained in this RFP, the Alliance reserves the right in its sole discretion to:

- Adjust the award amounts and the number of applications funded for each service to ensure that the totality of the funding allocated for Title III-E of the Older Americans Act is exhausted within this title.
- Adjust the award amounts and the number of applications funded to ensure that there are sufficient funds to serve existing Alliance funded clients and areas and communities within the PSA that would suffer service reductions that would be attributable to this RFP. In such case, the Alliance reserves the right to contract with a provider of choice, which may include providers who were not identified as Designated Providers, to maintain services in place.

e. Funding Allocation

The number of existing funded clients used for all services below is an average of clients served each month from January – September 2024.

It is the intent of the Alliance to avoid interruption in the service to existing Alliance funded clients; however, no preference in selection will be given to existing providers. Instead, funding among Designated Providers will be allocated by region on a service-by-service basis, first to serve existing or Displaced Clients and then to expand services to other potential clients. Funding will be assigned to Designated Providers using a three-stage process as follows:

- i. During the first stage, regional funding will be assigned to Designated Providers to be used to serve their current existing Alliance funded clients in the respective region. Funding will be assigned during this stage first for all existing Alliance funded clients of the Designated Provider in the respective region with the highest overall score, then for all existing Alliance funded clients of the Designated Provider in the respective region with the next highest overall score, and so on until funding has been assigned for all existing Alliance funded clients of Designated Providers in the respective region to the extent such funding is available.
- ii. In the second stage, Displaced Clients will be assigned to Designated Providers in the respective region in the order of highest to lowest overall score. The Designated Provider with the highest overall score will be first in receiving assigned Displaced Clients not to exceed its funding request, then the provider with the second highest overall score will be assigned Displaced Clients not to exceed its funding request, and so on, moving down to the next lowest proposed unit rate provider, until all Displaced Clients have been assigned to a Designated Provider in the respective region. If all Displaced Clients cannot be accommodated among the Designated Providers, notwithstanding anything to the contrary herein, the Alliance may contract with a provider of choice, which may include providers who were not identified as Designated Providers, to provide services to Displaced Clients that could not be placed with Designated Providers.
- iii. The third stage equally distributes any funding that remains in each service by region to Designated Providers for that service to serve new clients.
- iv. Notwithstanding any other provision of this RFP, the Alliance reserves the right in its sole discretion to:

- Adjust the award amounts and the number of applications funded to ensure that the totality of the funding allocated for Title III-E of the Older Americans Act is exhausted within this title.
- Adjust the award amounts and the number of applications funded to ensure that there are sufficient funds to serve existing Alliance funded clients, areas and communities within the PSA that would otherwise not be served under this title that attributable to this RFP. In such case, the Alliance reserves the right to contract with a Provider of Choice, which may include providers who were not identified as Designated Providers, to maintain services in place.

Note: For purposes of this RFP, the definition of a Region will also contain any services or service bundle offered as County Wide.

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Title III-E Services by Region						
Miami-Dade County						
(All III-E Applicants are required to provide Screening & Assessment for services designated as Registered "R")						
	Region A		Region B		Region C	
	Funding Amount	Up to # Providers	Funding Amount	Up to # Providers	Funding Amount	Up to # Providers
Adult Day Care (R)	153,931.00	3	48,650.00	3	143,200.00	2
Respite Services - In Home (R)	81,000.00	3	82,000.00	3	217,000.00	3
Respite Services - Facility (R)	12,430.00	1	20,600.00	1	26,300.00	1
	Region D		Region E		Region F	
	Funding Amount	Up to # Providers	Funding Amount	Up to # Providers	Funding Amount	Up to # Providers
Adult Day Care (R)	19,300.00	2	86,650.00	3	18,350.00	1
Respite Services - In Home (R)	58,000.00	3	283,800.00	3	141,500.00	3
Respite Services - Facility (R)	12,000.00	1	12,150.00	2	12,400.00	2
- Note: Screening and Assessment can be performed as an OAA service or through other funding sources.						
Title III-ES Services County Wide						
Miami-Dade County						
(All III-ES Applicants are required to provide Screening & Assessment for services designated as Registered "R")						
	All Regions					
	Funding Amount			Up to # Providers		
Chore Bundle (R)	70,000.00			2		
Material Aid / Housing Improvement Bundle	70,000.00			2		
Specialized Medical Equipment, Services, and Supplies	27,000.00			2		
- Note: Screening and Assessment can be performed as an OAA service or through other funding sources.						
Title III-EG County Wide						
Miami-Dade County						
(All III-EG Applicants are required to provide Screening & Assessment for services designated as Registered "R")						
	All Regions					
	Funding Amount			Up to # Providers		
Grandparents Bundle	104,000.00			2		
- Sitter (R)						
- Home Delivered Meals- Frozen (R)						
- Homemaker (R)						
- Note: Screening and Assessment can be performed as an OAA service or through other funding sources.						
Table B.5.a						

Title III-E Services by Region Monroe County (All III-E Applicants are required to provide Screening & Assessment for services designated as Registered "R")				
	Region A		Region B	
	Funding Amount	# Providers	Funding Amount	# Providers
Adult Day Care (R)	22,020.00	1	22,020.00	1
Respite Services - In Home (R)	28,560.00	1	43,810.00	1
Respite Services - Facility (R)	30,000.00	1	32,000.00	1
- Note: Screening and Assessment can be performed as an OAA service or through other funding sources.				
Title III-ES Services County Wide Monroe County (All III-ES Applicants are required to provide Screening & Assessment for services designated as Registered "R")				
	All Regions			
	Funding Amount		# Providers	
Chore Bundle (R)	27,250.00		1	
Housing Improvement / Material Aid Bundle	30,000.00		1	
Specialized Medical Equipment, Services, and Supplies	21,110.00		1	
- Note: Screening and Assessment can be performed as an OAA service or through other funding sources.				
Title III-EG Services County Wide Monroe County (All III-EG Applicants are required to provide Screening & Assessment for services designated as Registered "R")				
	All Regions			
	Funding Amount		# Providers	
Grandparents Bundle	30,000.00		1	
- Sitter (R)				
- Home Delivered Meals- Frozen (R)				
- Homemaker (R)				
- Note: Screening and Assessment can be performed as an OAA service or through other funding sources.				
Table B.5.b				

Title III-ES Services PSA Wide Miami-Dade & Monroe County (All III-ES Applicants are required to provide Screening & Assessment for services designated as Registered "R")		
	All Regions	
	Funding Amount	Up to # Providers
Legal Services	21,200.00	1
- Note: Screening and Assessment can be performed as an OAA service or through other funding sources.		
Table B.5.c		

SECTION C - RFP SPECIFICATIONS

1. PROGRAMMATIC REQUIREMENTS

a. Services to be Provided

The primary goal held in common by all the services identified through this RFP is to support aging in place by helping older persons maintain an optimal degree of independent living, with its corresponding quality of life, in a manner that preserves dignity and human connectedness. The common primary objective, therefore, is to offer older persons and their caregivers access to programs and activities that will promote physical and emotional health and financial independence.

The OAA requires that services be targeted to low-income older individuals, including low-income minority older individuals with limited English proficiency, and older individuals residing in rural areas. In an effort to serve those who need the services most and to achieve the best consumer outcomes possible, the Alliance has prioritized the services for which applicants are invited to submit proposals. Although levels of service may vary, emphasis is placed on the level of service that will achieve those outcomes that will best empower older consumers to age in place, age with security, age with dignity, age with purpose and age in an elder-friendly environment.

A complete listing of the services funded under all programs, and descriptions for each of these services and minimum requirements for the provision of services may be found in the most current, Department of Elder Affairs (DOEA) Programs and Services Handbook. (This Handbook can be downloaded from the Alliance website: www.allianceforaging.org). A provider responding to this RFP must agree to the following:

- i. OAA providers must make an effort to be innovative, improve, and expand the services available to older persons by obtaining additional resources of funding for services.
- ii. OAA providers must ensure coordination of service delivery at the community level by establishing cooperative agreements between agencies to ensure that there is no overlapping of service responsibilities or duplication of effort in services to older adults.
- iii. OAA providers must develop cooperative agreements with community mental health provider agencies for appropriate linkages and referrals of older persons. These agreements must remain on file for monitoring purposes.
- iv. OAA providers must be responsive to Adult Protective Services referrals.
- v. OAA providers must maximize service delivery capacity by the use of volunteer resources.
- vi. OAA providers shall also function as a focal point for the concerns of older people in inter-agency coalitions developed to stimulate community change.

b. Client Eligibility Requirements

Title III-B, supportive services, require that service recipients be 60 years of age or older, regardless of income, assets, or ability to pay. The provider must prioritize services to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

Subtitle III-C1, congregate meals, require that persons served are 60 years or older and their spouses who is age 60 or older; persons with disability regardless of age who reside at home with persons over 60 years of age and accompany the eligible older client to the site; persons with disability

regardless of age who reside in housing facilities occupied primarily by older persons where congregate nutrition services are provided; and volunteers regardless of age who provide essential services on a regular basis during meal hours. Participants are eligible to participate in the congregate meal program at no cost, with the opportunity to contribute toward the cost of the meals.

Subtitle III-C2, home delivered meals, requires that persons served are persons who are 60 years or older who are incapacitated or unable to attend a congregate nutrition site due to illness, disability, isolation, or caring for a loved one who is ill at home; individuals age 60 or older who are unable to attend a congregate nutrition site due to teeth and/or mouth issues which makes it difficult to eat in public; individuals age 60 or older who are at nutritional risk who have physical, emotional, or behavioral conditions, which would make their presence at the congregate site inappropriate; individuals age 60 or older who are at nutritional risk who are socially or otherwise isolated, including those who are self-isolating at home due to health or other reasons, and unable to attend a congregate nutrition site; individuals age 60 or older who are unable to prepare meals due to a lack of or inadequacy of facilities; an inability to shop, cook, or prepare meals safely; a lack of funds to purchase nutritious food; or a lack of appropriate knowledge or skill; a home delivered meals recipient's spouse, regardless of age, if the provision of the collateral meal supports maintaining the person at home; individuals with disabilities, regardless of age, who reside at home with home delivered meals recipients and are dependent on them for care; or caregivers and individuals who reside in the home and are dependent on the caregiver for care.

Title III-D, Evidence-Based Disease Prevention and Health Promotion Services, requires that persons served are 60 years or older, are of greatest economic need, or live in Medically Underserved Areas/Populations as designated by the United States Department of Health & Human Services, Health Resources and Services Administration (HRSA).

Specifically, these areas in Miami-Dade County are: North Beach, South Beach, Liberty City, Wynwood, Little Havana, Hialeah, Biscayne Park, North Miami Beach, West Perrine, Opa Locka, Golden Glades, Homestead, and West Dade/Sweetwater. All of Monroe County is designated as a Medically Underserved Area/Population. The Alliance reserves the right to change this list of areas as designations change.

Title III-E, National Family Caregiver Support Program, requires that services are provided to family caregivers of older individuals who are 60 years of age and older and grandparents or older individuals who are relative caregivers of children not more than 18 years old or an individual with a disability of any age. Grandparents or older individuals who are relative caregivers of children must be 55 years of age or older.

c. **Continuity of Services**

Clients that would suffer service interruptions as a consequence of this RFP shall be referred to the provider organization, which at the sole discretion of the Alliance, is best suited to provide such clients with services in a cost-effective manner. Provider organization participation in this RFP constitutes tacit agreement to accept such referrals. If among Designated Providers, such services cannot be provided in a cost-effective manner, the Alliance will adjust the award amounts and the number of proposals funded to ensure that there are sufficient funds to serve such clients by contracting with a Provider of Choice, which may include providers who were not identified as Designated Providers, to maintain services in place.

d. **Service Provider Eligibility Requirements** in accordance with DOEA's Programs and Services Handbook each application submitted in response to this RFP must include:

- i. A proposal of supportive or nutritional services consistent with the RFP.

- ii. Meaningful and realistic program objectives which comply with DOEA minimum service standards and policies.
- iii. A realistic plan on how the service needs of low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas will be met, ensuring that services will be provided to them in accordance with their needs, rather than in proportion to their percentage of the population served.
- iv. Incorporation of reasonable, necessary, and allowable budget information in agreement with DOEA grants accounting standards.
- v. A proposal including cost effective services in a defined geographic service area.
- vi. A proposal including sufficient staff qualified by experience, education, and training to ensure proper and efficient program and fiscal accountability.
- vii. Verifiable assurances that the providers' activities will be operated in accordance with OAA, Title III regulatory requirements.
- viii. Responsiveness to the instructions contained in this RFP.
- ix. Applicant Certifications:
 - **Certifications and Attestations (Attachment III)** : The Certifications and Attestations (Attachment III) must be signed and submitted as part of the Organizational Capabilities Package uploading the application.

e. **Applicants for Nutrition Services**

Applicants interested in Subtitles III-C1 and III-C2 must meet the following criteria in accordance with the DOEA Programs and Services Handbook and the policies of the Alliance:

- Have demonstrated an ability to provide congregate and home delivered meals efficiently and reasonably.
- Each nutrition service provider shall obtain the advice of a licensed dietician or licensed registered dietitian in planning and providing nutrition services.
- Must provide monthly nutrition education to all clients receiving meal services and nutrition counseling to all clients determined nutritionally high risk.
- Must establish and maintain a project advisory council made up of representatives from each congregate nutrition site.
- Ensure that meal regardless of development method will provide each participant with a minimum of 33 1/3 percent of the current Dietary Reference Intake and comply with the current Dietary Guidelines for Americans.
- Contracts for the provision of food with vendors who supply meals from premises that have a valid permit, license, or certificate issued by the appropriate regulatory authority.
- Have at least three (3) days' worth of shelf stable meals; or a pre-approved three-day menu for emergency meals with reserved funds set aside from the allocated award or another source to purchase the food items;

- Have at least one back-up caterer (for the same meal type) who can provide meals immediately in the event of an emergency.

Additional program specific requirements are included in the Service Provider Application (SPA) relevant to each OAA Title or Subtitle as included in Appendix V (Part A) and in the most current DOEA Programs and Services Handbook.

IN ADDITION TO THESE REQUIREMENTS, ANY APPLICANT WHOSE CONTRACT FROM ANY FUNDING SOURCE, INCLUDING THE ALLIANCE, WAS TERMINATED FOR CAUSE AS A RESULT OF FINANCIAL IRREGULARITIES OR BREACH OF THE REQUIREMENTS SET FORTH IN THE DOEA PROGRAMS AND SERVICES HANDBOOK. IN THE SIX YEARS PRECEDING THE RFP SUBMISSION DATE IS NOT ELIGIBLE TO APPLY FOR OAA FUNDING DURING THIS RFP CYCLE.

f. **Outcome Measures and Standards**

An applicant is required to submit separate strategies and action steps to accomplish the performance measures listed for each OAA Title or Subtitle (with the exception of subtitle IIID) in the Service Provider Application in Appendix V (Part A.4.B, D, F, I).

g. **Subcontracts for Services.**

If the applicant intends to issue subcontracts to provide services with funding derived from this RFP, it must identify in the application the intention to subcontract one or more specific services, identify the service(s) to be subcontracted, and the identities of the proposed subcontractors, in Appendix V (Part A.4). The Successful Applicant agrees to update all subcontractor information during the course of any awarded contract. In addition, by submitting the application, the applicant acknowledges that it has read and understands the subcontracting requirements listed in Chapter 4 of the DOEA Programs and Services Handbook. No contracts will be issued under this RFP if these requirements are not met to the satisfaction of the Alliance.

SECTION D- RFP PROCESS

1. General Information

a. **Contact Person**

The Alliance's sole point of contact person for this RFP and the address for submission of written inquiries regarding this RFP, a Notice of Intent to Submit a Proposal, or the withdrawal of a proposal is:

Stan McNeese, Alliance for Aging, Inc.
E-mail: OAARFP2024@allianceforaging.org

b. **Cone of Silence:**

Applicants or anyone acting on behalf of an applicant are prohibited from contacting, seeking information, providing information, attempting to influence or persuade or otherwise engaging in discussions relating to this RFP with any Alliance employees, Alliance Board Members, members of the Alliance's Advisory Council, employees of DOEA, any elected officer, or any members of any Review Panel for this RFP, except for the Alliance contact person identified above. Only those written communications from the Alliance's sole point of contact identified in this RFP shall be considered as a duly authorized response on behalf of the Alliance. For violation of this provision, the Alliance reserves the right to reject an application.

c. **Inquiries:**

No verbal, telephone or facsimile inquiries will be accepted. Applicants may submit inquiries via e-mail to the sole point of contact identified in SECTION D.1.a. in this RFP by the deadline specified in the Calendar of Events. The Alliance will post its responses to timely received written inquiries on its website, www.allianceforaging.org, by the deadline specified in the Calendar of Events. Addenda to this RFP will also be posted on the Alliance's website at www.allianceforaging.org. It is the applicant's responsibility to ensure that written inquiries submitted by e-mail have been received. The Alliance shall have no responsibility to respond to written inquiries not received by e-mail by the deadline established in this RFP.

d. **Funding Source:**

The OAA Program is funded in its entirety through an annual appropriation from the U.S. Administration on Aging and is therefore subject to reduction or elimination from the federal budget. The total amount of funding to be awarded pursuant to this RFP is subject to the availability of funds. Awards may be adjusted to comply with changes to the approved Area Plan for PSA 11. If final funds made available to the Alliance are less/more than originally projected, the applicant understands and agrees that the Alliance, in its sole discretion, may adjust any amount awarded pursuant to this RFP, including any amounts awarded to a Designated Provider.

e. **Matching Requirement**

Applicants awarded funds through this RFP process will be required to provide a match, in accordance with 2CFR 200.306 of at least 10% of the funds awarded for all OAA services under contract (with the exception of Title III-D, which does not require a match). Match is calculated as \$1 of match for every \$9 of grant funds. The match requirement may be satisfied through a commitment of cash or in-kind resources, or a combination of both. Federal dollars from other contracts or grants may not be used as match. The same restriction applies to client contributions, which are considered program income and must be used to expand services. Please note that the minimum 10% match applies to the total funding received by the Designated Provider from the Alliance in each title (except for Title III-D).

Matching funds are based on the total amount of the award by title, not on a service-by-service basis. Applicants must indicate which services within the title they will apply to the match; however, the total amount must equal 10% (as defined in the preceding paragraph) of the total cost of services funded through an award for the Title. Failure to provide all of the units allocated to a service does not preclude the provider from meeting the match requirement for the Title. Once awards are made, the Designated Provider must demonstrate to the Alliance that it will be in a position to provide the match at the title level, regardless of what services are funded.

f. Type of Contract and Method of Payment

Fixed rate contracts will be entered into for all services under OAA funding titles or subtitles, although some services are paid by cost reimbursement. (See Tables B.1.a, b, & c ; B.2.a & b; B.3.a & b ; B.4.a & b , B.5.a, b, & c)

Applicants awarded funds under a fixed rate contract or a cost reimbursement contract as appropriate will be reimbursed for the units of service provided, at the contracted unit rate, up to the total amount under contract for the service(s) in question. Service and client information must be maintained in Enterprise Client Information, Registration and Tracking System (eCIRTS) maintained by DOEA. Services not reported in eCIRTS will not be reimbursed. The Alliance reserves the right to withhold payment or require reimbursement for any services billed for which the provider does not have adequate supporting documentation. Providers receiving funding must document that reimbursements are for expenses incurred in providing the service under contract.

Applicants awarded funds through this RFP agree to maintain and provide upon request all programmatic, financial, administrative, and eCIRTS reports as required by contract with the Alliance. A sample OAA contract is included in this RFP in Appendix I. Failure to abide by these terms and conditions may result in suspension of payment and/or termination of contract.

Contracts will be awarded for specific services within each title. Service providers will not be reimbursed for services provided in excess of the units contracted, without the prior execution by the parties of a written contract amendment (no modified spending authority) in accordance with state law and Alliance fiscal policies.

g. Method of Cost Presentation

Applicants will propose an adjusted unit rate for each service in accordance with the terms of the RFP. The adjusted unit rate is the amount that will be paid by the Alliance net of provider match. For example, if a provider's unit cost is \$15 and its match and other adjustments reduce the unit cost by \$3 per unit then the adjusted unit rate is \$12 per unit.

Pending the selection of an Applicant to provide services, the selected Applicant must provide a complete and accurate Unit Cost Methodology to the Alliance. The unit rate for the services awarded to the selected Applicant will be the unit rate provided by the Applicant in their Service Provider Application or the unit rate provided by the Uniform Cost Methodology, whichever is lower. Unit Cost Methodology training will be provided by the Alliance prior contracting for services.

After the first year of contracting from this RFP, the selected applicant may only increase its unit rate for any service it is awarded by the rate of inflation from the point of contract award from this RFP.

h. Public Records

Any material submitted in response to this RFP will become a public document pursuant to chapter 119, Florida Statutes. This includes material which the applicant might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission. An applicant shall not

submit any information in response to this RFP that the applicant considers to be a trade secret, proprietary or confidential. The act of submitting any information to the Alliance in connection with this RFP – including any information identified by the applicant as trade secret, proprietary or confidential -- shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the applicant.

i. **Costs Incurred by Applicants**

Any and all expenses incurred in the preparation and submission of proposals in connection with this solicitation process shall be borne by the applicant(s) and are not chargeable to the Alliance.

j. **Contract Formation**

The Alliance will issue a notice of intent to award to any successful applicants responding to this RFP to which the Alliance intends to award OAA funding. However, no contract shall be formed between any applicant and the Alliance until a contract is duly executed by both parties. The Alliance shall not be liable for any costs incurred by an applicant in preparing or producing its response to this RFP or for any work performed before a contract awarded pursuant to this RFP is executed and effective.

k. **Calendar of Events:**

ACTIVITY	DATE/TIME	LOCATION
Request for Proposal Issued by the Agency	August 30, 2024	Posted at: www.allianceforaging.org
Last Day for written inquiries to be submitted	September 16, 2024 5:00 pm	Must be emailed to: OAARFP2024@allianceforaging.org Attention: Stan McNeese
Anticipated Date for Agency Responses to Written Inquiries	September 20, 2024	Posted at: www.allianceforaging.org
Notice of Intent to Submit an RFP Response	September 25, 2024 5:00 pm	Must be emailed to: OAARFP2024@allianceforaging.org Attention: Stan McNeese
Proposals Due to the Alliance for Aging	October 17, 2024 1:00 pm	<i>Must be submitted electronically via the link sent by email to the email address included in your Notice of Intent</i>
Review Committee Instruction Meeting	October 17, 2024 3:00 pm	Virtually via the following link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_Njc0YWNhOWEtMGU3ZC00MDc5LWl5Y2UtMDNjNzFhYzVkZDlj%40thread.v2/0?context=%7b%22id%22%3a%226ca7bf92-f613-45a5-b6a4-c860a52a9449%22%2c%22Oid%22%3a%223ebe880e-7167-4d17-aef2-563ae9569949%22%7d
Public Meeting to Open/Tally Evaluator's Scores	December 6, 2024 1:00 pm	Virtually via the following link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_Nml1ODYyNWQtNGNmMi00NTZILTgzMTQtOGEyOTUwY2UzNGVh%40thread.v2/0?context=%7b%22id%22%3a%226ca7bf92-f613-45a5-b6a4-c860a52a9449%22%2c%22Oid%22%3a%223ebe880e-7167-4d17-aef2-563ae9569949%22%7d
Board of Directors Meeting: Bid Review Committee Recommendations	December 19, 2024 4:00 pm	Virtually via the following link: https://us02web.zoom.us/j/84711129476?pwd=L9Q90BZVO PbeiOMOWSS1baTc20wfeQ.1
Anticipated Posting of Notice of Intent to Award	December 20, 2024 5:00 pm	Posted at: www.allianceforaging.org
Estimated New Contracts Begin	January 1, 2025	

NOTE: The Alliance reserves the right to adjust this schedule by amendment or addendum to this RFP.

l. Notice of Intent to Submit an Application.

Applicants are asked to submit by email a Notice of Intent to Submit an Application (Appendix II) by the deadline specified in the Calendar of Events. **Failure to submit the Notice of Intent to Submit a Proposal will preclude an applicant from submitting an application.**

m. Corrections to or Modifications of Applications

No changes, modifications, or additions to applications submitted will be accepted after the submission deadline, except in response to a request for clarification by the Alliance. In the event of conflict between the language of an application and the language contained in this RFP, the language of the RFP shall prevail.

n. Receipt of Applications

The application and all its components should be prepared and submitted or uploaded electronically into the folders located within the link emailed to the email address on the Notice of Intent to Apply. No paper copies of the application will be accepted. The various components of the application must be uploaded into their corresponding folders which will be set up for you to upload the application.

Each application must be in pdf format. All places within the application requiring signature must be signed or digitally signed. Using digital signatures guarantees the authenticity of the signer and ensures the document has not been altered after signing. Each application and its various components will be logged and recorded with the date and time the items were uploaded. The Alliance will furnish the Applicant a time marked proof of submission and will simultaneously log the submission as received. Each application will be examined to verify that it is properly signed as required in this RFP.

APPLICATIONS MUST BE RECEIVED AT OR BEFORE THE TIME AND DATE indicated in the Calendar of Events in this RFP. The time/date log when items are uploaded to their proper folders shall serve as the authority to determine timeliness of an application. Applications not received at the specified date and time specified in the Calendar of Events will be rejected.

A list of all applications received by the date and time specified in the timeline of this RFP will be emailed to the email address included on the Notice of Intent to Apply/

o. Withdrawal of Applications

An applicant may withdraw an application by written notice submitted by e-mail and received by the contact person for this RFP on or before the deadline for receipt of applications in the Calendar of Events.

p. Independent Applications

An applicant shall not collude, consult, communicate or enter into any agreement with any other applicant regarding this RFP as to any matter relating to the applicant's proposal.

q. Copyrighted Material

With respect to any copyrighted material contained within an application, the submission of such application shall be deemed to constitute the granting of a license from the applicant to the Alliance to use such copyrighted material in connection with the RFP process, including the making of paper and electronic copies by the Alliance, its staff, and its agents, of such copyrighted materials, and the distribution thereof to any member of the public requesting any or part of a proposal submitted in response to this RFP pursuant to a public records request received by the Alliance pursuant to Chapter 119, Florida Statutes, without regard to whether an exemption for copyrighted material is applicable. All development and use of copyright material in fulfilling the terms of the

application shall be governed by the terms of any contract entered into between an applicant selected and the Alliance.

r. **Acceptance of Application**

The Alliance reserves the right, in its sole discretion, to waive minor irregularities in an application. A minor irregularity is a variation from the RFP that does not affect the price of the proposal, give one applicant an advantage or benefit not enjoyed by other applicants, or adversely impact the interests of the Alliance.

s. **Alliance Reservations**

The Alliance reserves the right to reject any and all applications or portions of applications or postpone or cancel this RFP if the Alliance determines, in its sole discretion, that such action is in its best interest or in the best interest of the individuals that it serves.

t. **Organization and Submission of Applications**

Applications must be submitted as required by Section E “Application Preparation” of this RFP.

The Alliance will not verify that an application has been assembled correctly nor reorganize a proposal that is incorrectly submitted.

u. **Disposition of Applications**

All applications timely received by the Alliance become property of the Alliance and will be a matter of public record subject to the provisions of chapter 119, Florida Statutes.

v. **Proposal Evaluation and Selection**

Applications will be evaluated and rated by service within each OAA Title.

Applications will be evaluated as described in Section F: “Application Evaluation Process” of this RFP.

w. **Recommendations for Contract Award and Funding Allocation**

The scores and rankings of the applications will be taken into consideration as further explained in Section F: “Application Evaluation Process”.

x. **Contract Award Decisions**

Contract award and funding determination will be made in accordance with Section F.3 – Contract Award Decisions of this RFP.

y. **Notice of Contract Award**

The Alliance's notice of intended contract awards will be posted at the Alliance's website on the date specified in the Calendar of Events in this RFP. Contracts will be finalized thereafter with the expectation that services will commence no later than the date specified in the calendar of events.

z. **Appeals Process**

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

Max B. Rothman, President & CEO Alliance for Aging
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 award.

If, in the sole determination of the Alliance, 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 or extend existing contracts, on a provisional basis, to maintain services in place until such time when the appeal is resolved.

2. Contract Terms and Conditions

A sample OAA contract is included in Appendix I to this RFP. All applicants are instructed to read the sample contract carefully in order to determine their agency's ability to meet the requirements set down in the sample contract. Applications should include a signed and dated Acceptance of Contract Terms and Conditions form (included in Part B of the Application) that certifies each applicant's intention of abiding by all terms and conditions of the sample contract in Appendix I. The Alliance objects to and shall not consider any additional terms or conditions submitted by an applicant, including any appearing in documents attached as part of an application. In submitting its application, an applicant agrees that any additional terms or conditions, whether submitted intentionally or inadvertently shall have no force or effect.

3. Applicant's Representations and Authorizations

In submitting an application response to this RFP, each applicant understands, represents and acknowledges the following (if the applicant cannot so certify to any of the following, the applicant shall submit with its application a written explanation of why it cannot do so) (See Appendix III).

- a. The applicant is not currently under suspension or debarment by the federal government, the State of Florida, or any other governmental entity.
- b. To the best of the knowledge of the person signing the proposal, the applicant, its affiliates, subsidiaries, directors, officers and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any contract involving state or federal funds.
- c. The applicant is not on the State of Florida's convicted vendors list.
- d. The applicant is not on the State of Florida's discriminatory vendors list.
- e. The applicant is not on the Scrutinized Companies list or otherwise prohibited from entering into a contract arising out of this RFP due to any prohibitions in Section 287.135, Florida Statutes.
- f. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive application.
- g. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other applicant or potential applicant; neither the prices

nor amounts, actual or approximate, have been disclosed to any applicant or potential applicant, and they will not be disclosed before the applications are publicly opened.

- h. The applicant has fully informed the Alliance in writing of all convictions of the applicant, its affiliates, and all directors, officers, and employees of the applicant and its affiliates for violation of state or federal antitrust laws with respect to a publicly funded contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a publicly funded contract.
- i. Neither the applicant nor any person associated with the applicant in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding six years been convicted of or had a civil judgment rendered against them or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or publicly funded contract; violation of federal or state antitrust statutes; or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within the preceding six-year period prior to the RFP submission date had one or more contracts from any funding source, including the Alliance, terminated for cause as a result of financial irregularities or breach of the requirements set forth in the DOEA Programs and Services Handbook. All information provided by, and representations made by, the applicant are material and important and will be relied upon by the Alliance in awarding any contracts arising out of this RFP. The Alliance reserves the right to reject any application as non-responsive if the Alliance learns that the application contains any misrepresentations of fact including, but not limited to, the applicant's years of experience.

SECTION E: APPLICATION PREPARATION

1. General

This RFP is only for OAA services under Title III-B – Supportive Services, Title III-C (1 and 2) – Nutrition Services, Title III-D – Evidence –Based Disease Prevention and Health Promotion Services and Title III-E – National Family Caregiver Services.

The application should be prepared and submitted or uploaded electronically into the folders located within the link emailed to the email address on the Notice of Intent to Apply. No paper copies of the application will be accepted. The various components of the application must be uploaded into their corresponding folders which will be set up for you to upload the application. Those folders are:

- Part A Program Module
- Organizational Capability
- Qualifications & Experience
- Part B Contract Module
- Exhibits

The application and all of its components are found in Appendix V.

The application must be submitted or uploaded into their proper folders by the date and time specified in the Calendar of Events of this RFP. Requests for extension of the due date will not be granted. It is the applicant's responsibility to have the proposals delivered on time. The link to the folders will be sent to the email provided on the Notice of Intent to Award within five (5) days after the due date of the Notice of Intent to Apply.

Paper copies of the application and emailed copies of the application will not be accepted.

The Alliance will not verify that an application has been assembled correctly nor reorganize an application that is incorrectly submitted into the proper folders at the time it is submitted. After the date and time, the applications are due, an email will be sent to all applicants containing the names of the organizations that have submitted and application that is considered to be responsive.

In order to be considered responsive, an application must:

- a. Contain a signed (or electronically signed) Page 1, Title Page. The signature must be by the senior officer of the applicant agency's governing board or designee.
- b. Be submitted on the Service Provider Application, included in Appendix V.
- c. Provide an acceptable commitment for required non-federal financial participation (match requirement).
- d. Contain the signed Certifications and Assurances (Attachment II).

2. Application Part A (Program Module)

a. Title Page

Section I.A. of the standard application (Appendix V) should be filled out in its entirety and must be digitally signed by the most senior officer of the applicants' governing body.

b. Statement of Work/Response to RFP Specifications

Sections II.A through IV.A of the application detail the proposal's intended clients, program objectives pursued by the applicant as well as an explanation of how each funded service will be provided in order to achieve the output and outcome measures intended by the applicant. Part A (Program Module) of each application will be evaluated for accuracy and compliance and the contents entered into a spreadsheet that will compute the scores for each section. Part A will be reviewed by three Alliance staff members using the evaluation criteria set forth in this RFP. The scores from each of the three staff members will be averaged and used in calculating the Part a score and in calculating the overall score.

Under Part A (Program Module) of the OAA Application (Appendix V) – all items should be addressed as they pertain to the services in the OAA Titles or Subtitles covered by the proposal being submitted.

In order to be accepted for consideration in the bid scoring process, the application must be completed on the actual application (the application will be accessible as a WORD document in the same location as the RFP on the Alliance website). Part A of the application must be easily accessible by uploading Part A into its corresponding folder.

Any additional documents requested in Part A of the application must be easily accessible and uploaded in eth "Exhibits" folder.

c. Organizational Capability Package

Each proposal should include each of the documents identified in Section V.A. (Organizational Capability Package) of Appendix V. In order to be accepted for consideration in the bid scoring process, the Organizational Capability Package (Section V.A of the Service Provider Application), must be uploaded into the "Organization Capability" folder.

d. Applicant's Qualifications and Prior Experience

Each applicant's proposal should contain the designation of the applicant's qualifications and prior experience performing tasks similar to or relevant to those required in the RFP. In order to be accepted for consideration in the bid scoring process, the Qualifications and Experience components must be uploaded into the "Qualifications and Experience" folder. However, any supporting documents requested when responding to Part A questions must be uploaded into the "Exhibits" folder.

By submitting an application, the applicant certifies that it has read and understands the service requirements as described in the Department of Elder Affairs Program and Services Handbook, for each service for which funding is requested, meets the qualifications to provide each service and will comply with the service requirements as written in the Handbook.

Application Part B (Contract Module)

Part B (Contract Module) of each application will be evaluated for accuracy and compliance by a staff member of the Alliance's fiscal department and the contents entered into a spreadsheet that will compute the scores for each section, using the evaluation criteria set forth in this RFP. In order to be accepted for consideration in the bid scoring process, all responses to Part B must be easily accessible and identifiable as a separate folder labeled "Part B" when uploading the application.

Failure to submit all of the items listed below as part of the Contract Module Part B will result in an automatic rejection of the application:

a. **Unit Cost Grids**

The Unit Cost Grids must be completed for each Title and service within each title as per the instructions preceding the Unit Cost Grids. Match and rate are components of the scoring.

b. **Match Commitment**

Part B (Contract Module) of each application must include information regarding match commitments. The form for this information is contained in Appendix V, Section II.B

In completing Part B (Contract Module) of each application, applicants should consider the evaluation criteria Section E.3 to ensure that all information is included in Part B (Contract Module) and is adequately presented.

SECTION F: APPLICATION EVALUATION PROCESS

1. Application Evaluation

Immediately following the deadline for receipt of applications, each application submitted will be opened and initially reviewed as responsive and for consideration as identified in Section E.1 in this RFP. An email will be sent to all applicants to the email address provided in the Notice of Intent to Apply. The email will contain a list of all applicants that are considered responsive.

The contents of the “Part A Program Module”, “Organization Capability”, “Qualifications & Experience”, and the “Exhibits” folders will be provided to the Part A Review Panelists for independent review and scoring. The “Part B Contract Module” folder will be provided to the member of the Review committee responsible for review and scoring Part B of the application. Upon completion of their evaluation and scoring, the members of the Review Panel will submit their completed evaluation instruments to the Alliance’s V.P. for Finance/CFO to the email address identified in Section D.1 of this RFP.

A Review Panel for Part A of the application consists of four professional staff of the Alliance. These professionals are knowledgeable about social services and have a general knowledge about the types of services being procured. Three Reviewers will review, evaluate, and score the components of Part A (Program Module) of each RFP application using the evaluation criteria set forth in Section E.2 of this RFP. The score for each component of Part A will be comprised of the average of the three review panelists. Part B of the application will consist of one Alliance fiscal staff member appointed by the Alliance’s V.P. for Finance / CFO.

Each member of the Review Panel will be required to complete a Conflict-of-Interest Questionnaire. A total overall score for both Part A and Part B will be determined for each application submitted by service or service bundle within each OAA Title or Subtitle.

2. Scoring the proposal:

Each service or service bundle will be scored within each Sub-Title, County, and further within each service region or regional area as identified in Tables B.1.a, b, & c ; B.2.a & b ; B.3.a & b ; B.4.a & b , B.5.a, b, & c. The scoring proposal is made up of 3 scoring sections. The scoring sections pertaining to Part A, Program Module, are comprised of multiple questions. The section score is determined by a sum of the of the questions divided by the number of questions within that scoring section. The scoring sections related to Part A, Program Module, will be reviewed and scored by 3 reviewers. A mathematical average score of the three reviewers will be used in the final scoring tally. The parts pertaining to Part, B Contract Module, will be reviewed and scored by one reviewer. The score for unit rate within Part B of the application for Service Bundles will be the average of the rates for all services within that bundle. Should a rate not be submitted in the Unit Cost Grid in the application for any services within a bundle that is applied for, no points will be awarded for the rates for that service bundle rate score.

The maximum point value for each scoring question and each scoring section is 3.0. The scores for each of the scoring sections are weighted and then combined into the final Overall Score for that service or service bundle. The sum of these weighted scoring sections results in the Overall Score for each service or bundle of services within each region (or regional area in III-D).

The Overall Score for each service or service bundle uses the following scoring calculation methodology as follows:

- i. For Services that are reimbursed on a per unit basis in Subtitles III-B, III-C1, III-C2, III-E:
 - 60% - Avg score of the three program reviewers on sections II.A.2, II.A.3, II.A.4.1, II.A.4.2, III.A, and IV.A
 - 20% - The Score on section V.A
 - 20% - The score on the rate and proper match calculation combined and the submission of required forms as indicated in Sections I.B and II.B.

- ii. For Subtitle III-D:
 - 50% - Avg score of the three program reviewers on section II.A.2, II.A.3, II.A.4.1, III.A, and IV.A
 - 25% - The Score on section V.A
 - 25% - The score on the rate and proper match calculation combined and the submission of required forms as indicated in Sections I.B and II.B.

- iii. For services that are Cost Reimbursement:
 - 60% - Avg score of the three program reviewers on sections II.A.2, II.A.3, II.A.4.1, II.A.4.2, III.A, and IV.A
 - 20% - The Score on section V.A
 - 20% - The score on the proper match calculation combined and the submission of required forms as indicated in Sections I.B and II.B.

3. Recommendation for Contract Award and Funding Allocation

Contract awards and funding determination will be done by OAA service or service bundle within each Title or Subtitle as set forth in Tables B.1.a, b, & c ; B.2.a & b; B.3.a & b ; B.4.a & b , B.5.a, b, & c of this RFP. Further, determination will be made within each region or regional area. For purposes of this RFP, the definition of a Region will also contain any services or service bundle offered as County Wide.

For instance, it is possible that an applicant may submit an application for a service in Title III-B, Subtitle III-C1, Subtitle C-2 and another for a service in Title III-E and only receive consideration for funding in Subtitle III-B and not the others. In addition, the same applicant submitted to serve in all 6 regions in Miami-Dade County (or both regions in Monroe County) and may only receive consideration for funding in one of those regions and not the others. Similarly, an applicant may submit an application that includes the provision of multiple services within one Title (e.g., Title III-B) and be given consideration for funding for certain services which the Alliance considers responsive and most advantageous to consumers, but not awarded funding for services within the same Title or Subtitle applied for which the Alliance considers not to be advantageous to consumers because of price, units of services to be provided or the service area that the applicant intends to serve is not consistent with the area where there is need as determined by the Alliance.

The scores, ranking and applicant's proposed service grid will be reviewed by staff members of the Alliance to set forth funding allocations to the Alliance's President & CEO based on the application of the funding methodology described in this RFP. The President & CEO will make a recommendation to the Board of Directors for funding award and allocation, based on applications considered to be the most advantageous to the Alliance in meeting the needs of the elder population of PSA 11, price, quality, and other factors considered as set forth in this RFP. The Alliance's Board of Directors will make the final determination of contract award and funding allocations by

applicants consistent with the terms and procedures set forth in this RFP.

4. Contract Award Decisions

It is anticipated that contracts will be entered into for funding of multiple service providers who submit applications in response to the RFP. Contracts will be awarded by the Alliance's Board of Directors to responsive applicants whose proposals are determined to be the most advantageous to the Alliance and the older adult population of Miami-Dade and Monroe Counties based on price, quality and other factors as set forth in this RFP based on the availability of funds.

5. Notice of Contract Award

The Alliance's notice of intended OAA contract awards by the Board of Directors will be posted on the Alliance's website on the date specified in the Calendar of Events in this RFP.

6. Appeals Process

Any appeals shall be submitted and processed pursuant to the procedures set forth in Appendix X of this RFP.

STANDARD CONTRACT

OLDER AMERICANS ACT

THIS CONTRACT is entered into between the Alliance for Aging, Inc., hereinafter referred to as the “Alliance,” and **XXXXXXXXX, Inc.**, hereinafter referred to as the “Provider”, and collectively referred to as the “Parties.” The term contractor for this purpose may designate a vendor, sub-grantee or sub-recipient, the status to be further identified in ATTACHMENT II, Exhibit-2 as necessary.

WITNESSETH THAT:

WHEREAS, the Alliance has established through the Area Plan on Aging that it is in need of certain services as described herein; and

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

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

1. Purpose of Contract

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

2. Definitions

- ADL – Activities of Daily Living
- APS – Adult Protective Services
- ADA – Americans with Disabilities Act
- Alliance – Area Agency on Aging
- APCL – Assessed Priority Consumer List
- CIRTS – Client Information and Registration Tracking System
- DOEA – Department of Elder Affairs (The Department)
- I&R – Information and Referral
- IADL – Instrumental Activities of Daily Living
- MOA – Memorandum of Agreement
- MOU – Memorandum of Understanding
- NSIP – Nutritional Services Incentive Program
- OAA – Older Americans Act
- PSAs – Planning and Service Areas corresponding to Miami-Dade and Monroe Counties
- SPA – Service Provider Application
- USDA – United States Department of Agriculture

3. Incorporation of Documents within the Contract

This contract incorporates by reference attachments, proposal(s), Provider’s Service Provider Application, and the current DOEA Programs and Services Handbook (the “Handbook”). Any and all contracts or agreements executed between the Provider and the Alliance during the effective period of this contract shall be governed in accordance with the applicable laws and statutes.

4. Term of Contract

This contract shall begin on **January 1, 2024**, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Miami, Florida, on **December 31, 2024**, unless renewed or extended as provided herein.

5. Contract Amount

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

6. Renewals

By mutual agreement of the parties, the Alliance may renew the contract for five additional one-year periods. Contingent upon satisfactory performance evaluations by the Alliance and the availability of funds. Any renewal is subject to the same terms as the original contract, and any amendments, with the exception of establishing unit rates which is described further in this section. The original contractual unit rates are set forth in the bid proposal and reply.

Requests to change the original contractual established rates are provided for in Attachment I. Section IV.G of this contract.

This contract may be extended upon mutual agreement for one extension period not to exceed six months to ensure continuity of service. Services provided under this extension will be paid for out of the succeeding agreement amount.

7. Compliance with Federal Law

7.1 This contract contains federal funds. The following shall apply:

- 7.1.1. The Provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.
 - 7.1.2. If this contract contains federal funds and is over \$100,000.00, the Provider shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The Provider shall report any violations of the above to the Alliance.
 - 7.1.3. The Provider, or agent acting for the Provider, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any State legislature. The Provider must complete all disclosure forms as required, specifically the Certification of Assurances Attachment, which must be completed and returned with this signed contract.
 - 7.1.4. In accordance with Appendix A to 2 CFR 215, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.
 - 7.1.5. A contract award with an amount expected to equal or exceed \$25,000.00 and certain other contract awards shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Provider shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Provider shall complete and sign the Certification and Assurances Attachment prior to execution of this contract.
- 7.2. The Provider shall not employ an unauthorized alien. The Alliance shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324 a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such a violation shall be cause for unilateral cancellation of this contract by the Alliance.
- 7.3. If the Provider is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the Provider must notify the Alliance in writing within thirty (30) days of receiving the IRS notice of revocation.
- 7.4. The Provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 7.5. Unless exempt under 2 CFR Part 170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.
- 7.6. To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the contract term. Provider shall include in related subcontracts a

requirement that subcontractors and/or vendors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the subcontractor and/or vendor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

8. Compliance with State Law

- 8.1. 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.
- 8.2. The Provider shall comply with the requirements of s. 287.058, Florida Statutes (“F.S.”) as amended.
 - 8.2.1. The Provider shall provide units of deliverables, including reporting, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept in writing prior to payment.
 - 8.2.2. The Provider shall comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in ATTACHMENT I, Section III. Method of Payment.
 - 8.2.3. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
 - 8.2.4. If itemized payment for travel expenses is permitted in this contract, the Provider will 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.
 - 8.2.5. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Provider in conjunction with this contract except for those records which are made confidential or exempt by law. The Provider’s refusal to comply with this provision shall constitute an immediate breach of contract for which the Alliance may unilaterally terminate the contract.
- 8.3. If clients are to be transported under this contract, the Provider shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, Florida Administrative Code (“F. A. C.”).
- 8.4. Subcontractors and/or vendors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.
- 8.5. The Provider will 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.
- 8.6. In accordance with Section 287.135 F.S., any Contractor 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 (Lists), created pursuant to Section 215.473 F.S. and 215.4725, F.S., or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria, is ineligible to enter into or renew a contract with the Department for goods or services of \$1,000,000 or more. Pursuant to Section 287.135 F.S., the Alliance may terminate this contract if the Provider is found to have submitted a false certification of its status on the Lists or has been placed on the Lists or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria. Further, the Provider is subject to civil penalties, attorney’s fees and costs and any costs for investigations that led to the finding of false certification. The Provider shall complete and sign the Certifications and Assurances Attachment, prior to the execution of this contract.

9. Background Screening

The Provider shall comply with and ensure subcontractors are in compliance with the requirements of s. 430.0402 and Chapter 435, F.S., as amended, regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department’s level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The Provider must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0402 and Chapter 435, F.S. To demonstrate compliance with this provision, Provider shall submit to the Alliance, the Background Screening Affidavit of Compliance (Screening Form) upon thirty (30) days of execution of this contract. Should the Alliance have a completed Screening Form on file for the Provider, a new Screening Form will be required every twelve (12) months.

- 9.1 Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>
- 9.2 Background Screening Affidavit of Compliance - To demonstrate compliance with this contract, the Provider shall submit ATTACHMENT D, Background Screening Affidavit of Compliance annually as part of his contract.

10. Grievance and Complaint Procedures

10.2 Grievance Procedures

The Provider shall comply with and ensure subcontractor and/or vendors compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, of the Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

10.1. Complaint Procedures

The Provider shall develop and implement complaint procedures and ensure that subcontractors and/or vendors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, of the Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, the determination of each complaint, and the follow-up with the client to ensure satisfaction with the resolution

11. Public Records and Retention

- 11.1. By execution of this contract, Provider agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:
 - 11.1.1. Keep and maintain public records required by the Department to perform the contracted services.
 - 11.1.2. Upon request from the Alliance or the Department's custodian of public records, provide the Alliance or the Department a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
 - 11.1.3. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the Alliance or the Department.
 - 11.1.4. Upon completion of the contract, the Provider will either transfer, at no cost to the Alliance, all public records in possession of the Provider, or will keep and maintain public records required by the Department. If the Provider transfers all public records to the Department upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.
- 11.2 The Alliance may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Provider to comply with ATTACHMENT I of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with this contract, unless the records are exempt, or confidential and exempt, from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

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

**Public Records Coordinator
Florida Department of Elder Affairs 4040 Esplanade Way**

Tallahassee, Florida 32399
850-414-2342
doeapublicrecords@elderaffairs.org

- 11.3 Upon termination of this contract, whether for convenience or for cause as detailed in this contract, the Provider and subcontractors shall, at no cost to the Alliance, transfer all public records in their possession to the Alliance and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to the Alliance in a format that is compatible with the information technology systems of the Alliance.

12. Audits, Inspections, Investigations, Public Records and Retention

- 12.1. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Alliance under this contract. The provider shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.
- 12.2. The Provider shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Alliance.
- 12.3. Upon demand, at no additional cost to the Alliance, the Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 12.2.
- 12.4. The Provider shall assure that the records described in this section shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Alliance.
- 12.5. At all reasonable times for as long as records are maintained, persons duly authorized by the Alliance, DOEA and Federal auditors, pursuant to 45 CFR Part 75, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 12.6. The Provider shall provide a financial and compliance audit to the Alliance as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.
- 12.7. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the DOEA's Inspector General pursuant to s. 20.055, F.S. Provider further agrees that it shall include in related subcontracts a requirement that subcontractors and/or vendors performing work or providing services pursuant to this contract agree to cooperate with the Alliance or Inspector General in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055(5), F.S. By execution of this contract the Provider understands and will comply with this subsection.

13. Nondiscrimination-Civil Rights Compliance

- 13.1 The Provider shall execute assurances in ATTACHMENT VI that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Provider further assures that all contractors, subcontractors, vendors, 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.
- 13.2 During the term of this contract, the Provider shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist attached to this contract.

- 13.3 The Provider shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 13.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Provider understands that the Alliance may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

14. Monitoring by the Alliance for Aging

- 14.1 The Provider shall permit persons duly authorized by the Alliance to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Alliance of the 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 Provider, and where appropriate, the Provider shall develop a Corrective Action Plan (CAP). The Provider hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Contract Manager. Failure to comply with the CAP shall subject the Provider to enforcement actions as described in this Contract.
- 14.2 The Alliance will perform administrative, fiscal, and programmatic monitoring of the provider to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Provider will supply progress reports, including data reporting requirements as specified by the Alliance or the Department to be used for monitoring progress or performance of the contractual services. Examples of review criteria are surplus/deficit reports, independent audits, internal controls, reimbursement requests, subcontractor monitoring, targeting, program eligibility, outcome measures, service provision to clients, data integrity, client satisfaction, and client file reviews.

15. Provision of Services

The Provider shall provide the services referred to in ATTACHMENT VII in the manner described in the Handbook and the procurement documents leading to this contract. In the event of a conflict between the Service Provider Application and this contract, the contract language prevails.

16. Service Cost Reports (SCR)

The Provider shall submit a SCR to the Alliance annually, but no later than ninety (90) calendar days after the Provider Fiscal Year ends. The SCR shall reflect the actual costs of providing each service by program for the preceding contract year. Costs associated with services provided under this contract shall only include allowable direct and indirect costs as defined by applicable state law. If the Provider desires to renegotiate its reimbursement rates, the Provider 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.

17. Coordinated Monitoring with Other Agencies

If the Provider receives direct, or pass through funding from one or more other State of Florida human service agencies, in addition to the Department of Elder Affairs funding passed through the Alliance, it is expected that the provider cooperates with all monitors, inspectors, and/or investigators should a state agency joint inquiry or investigation begin.

18. Indemnification

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

19. Insurance and Bonding

- 19.1 The Provider shall provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The Alliance shall be included as an additional insured on the provider's liability insurance policy or policies and a copy of the Certificate of Insurance shall be provided annually or when any changes occur. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. The Provider shall ensure that the Alliance has a copy of 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 Alliance reserves the right to require additional insurance as specified in this contract.
- 19.2 Throughout the term of this agreement, the Provider shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Provider authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

20. Confidentiality of Information

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

21. Health Insurance Portability and Accountability Act

Where applicable, the Provider shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR 160, 162, and 164).

22. Incident Reporting

- 22.1 The Provider shall notify the Alliance immediately but no later than forty-eight (48) hours from the Provider's awareness or discovery of conditions that may materially affect the Provider's, subcontractor's or vendor's ability to perform the services required to be performed under any contract. Such notice shall be made orally to the Contract Manager (by telephone) with an email to immediately follow.
- 22.2 The Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon the Provider, subcontractors, vendors, and their employees.

23. Bankruptcy Notification

If, at any time during the term of this contract, the Provider, its assignees, subcontractors, vendors or affiliates files a claim for bankruptcy, the Provider must immediately notify the Alliance. Within ten (10) days after notification, the Provider must also provide the following information to the Alliance: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e. g., Northern District of Florida, Tallahassee Division); and, (4) the name, address, and telephone number of the bankruptcy attorney.

24. Sponsorship and Publicity

- 24.1 As required by s. 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Provider's name), the State of Florida Department of Elder Affairs and the Alliance for Aging, Inc." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs" and "Alliance for Aging, Inc." shall appear in at least the same size letters or type as the name of the organization.

24.2 The Provider shall not use the words “The State of Florida Department of Elder Affairs” 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.

25. Assignments

25.1 The Provider shall not assign the rights and responsibilities under this contract without the prior written approval of the Alliance, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Alliance will constitute a material breach of the contract.

25.2 The Alliance shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another agency upon giving prior written notice to the Provider. In the event the Alliance approves the transfer of the Provider’s obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract.

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

26. Subcontracts

26.1 The Provider is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Provider or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Alliance deems necessary. The Provider further agrees that the Alliance will not be liable to the subcontractor in any way or for any reason. The Provider, at its expense, shall defend the Alliance against any such claims.

26.2 The Provider shall promptly pay any subcontractors upon receipt of payment from the Alliance or other state agency. Failure to make payments to any subcontractor in accordance with s. 287.0585, Fla. Stat., unless otherwise stated in this contract between the Provider and subcontractor, will result in a penalty as provided by statute.

26.3 The Provider shall programmatically monitor, at least once per year, each of its Subrecipients. The Provider shall perform programmatic monitoring to ensure contractual compliance, and programmatic performance and compliance with applicable state and federal laws and regulations. The Provider shall monitor to ensure that time schedules are met; the budget and scope of work are accomplished within the specified time periods, and other performance goals. The Provider shall also perform fiscal and administrative monitoring for all subrecipients to ensure fiscal accountability.

26.4 The Provider shall award subcontracts in a manner that offers maximum free and open competition. Such subcontract awards must conform with the Alliance’s procurement policy.

26.5 The Provider shall dedicate the staff necessary to meet the obligations of this contract and ensure that subcontractors dedicate adequate staff, accordingly. The provider shall ensure that staff responsible for performing any duties or functions within this contract has the qualifications as specified in the Department’s Programs and Services Handbook.

27 Funding Obligations:

27.1 The Alliance for Aging, Inc. acknowledges its obligation to pay the Provider for the performance of the Provider’s duties and responsibilities set forth in this Contract.

76.2 The Alliance shall not be liable to the Provider for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to terms governing the Provider’s promised performance and unit rates and/or reimbursement capitations specified.

27.3 The Alliance shall not be liable to the Provider for any expenditures which are not allowable costs as defined in 2 CFR Part 200 and 45 CFR Part 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.

27.4 The Alliance shall not be liable to the Provider for expenditures made in violation of regulations promulgated under the Older Americans

28. Independent Capacity of Provider

It is the intent and understanding of the Parties that the Provider, or any of its subcontractors and/or vendors, 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 Provider and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Provider or its subcontractors and/or vendors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider shall be the sole responsibility of the Provider.

29. Payment

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

29.2 The Provider shall maintain documentation to support payment requests which shall be available to the Department of Financial Services, the Department, or the Alliance upon request. Invoices must be submitted in sufficient detail for a proper pre audit and post audit thereof. The Provider shall comply with all state and federal laws governing payments to be made under this contract including, but not limited to the following: ss. 216.181(16)(a) & (b), 215.422, Fla. Stat., and the Invoice Requirements of the Reference Guide for State Expenditures from the Department of Financial Services at <https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>

The Provider shall maintain detailed documentation to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables, for this contract, including paid subcontractor invoices, and will be produced upon request by the Alliance. The Provider shall only request reimbursement for allowable expenses as defined in the laws and guiding circulars cited in this Contract section 6, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable.

29.3 The Provider 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 prior to payment.

30. Return of Funds

The Provider will 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 this contract that were disbursed to the Provider by the Alliance. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Alliance. In the event that the Alliance first discovers an overpayment has been made, the Contract Manager, on behalf of the Alliance, will notify the Provider of such findings. The Alliance may deduct the overpayment from the invoice most recently submitted but net yet paid, even if from a different program or contract year. Should repayment not be made forthwith, the Provider will be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after Alliance notification or Provider discovery.

31. Data Integrity and Safeguarding Information

The Provider and its subcontractors and/or vendors shall ensure an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Provider employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or

outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Provider shall ensure all subcontractors and/or vendors maintain written procedures for computer system back-up and recovery. The Provider shall complete and sign ATTACHMENT IV prior to the execution of this contract.

32. Social media and Personal Cell Phone use:

32.2 Social Media Defined. The term Social Media and /or personal cellular communication includes, but is not limited to, social networking websites, blogs, podcasts, discussion forums, RSS feeds, video sharing, SMS (including Direct Messages (DMs), iMessages, text messages, etc.); social networks like Instagram, TikTok, Snapchat, Google Hangouts, WhatsApp, Signal, Facebook, Pinterest, and Twitter; and content sharing networks such as Flickr and YouTube. This includes the transmission of social media through any cellular or online transmission via any electronic, internet, intranet, or other wireless communication.

32.3 Application to any direct or incidental DOEA or other state business. This contract applies to any DOEA or other state business conducted on any of the Provider's, Subcontractor's, or their employees' social media accounts or through personal cellular communication.

32.4 Application to DOEA and Providers Equipment. This contract applies regardless of whether the social media is accessed using DOEA's IT facilities and equipment or equipment belonging to Provider, Subcontractor, or their respective employees. Equipment includes, but is not limited to, personal computers, cellular phones, personal digital assistants, smart watches, or smart tablets.

32.5 Florida Government in the Sunshine, Florida Public Records Law, and HIPAA. Provider acknowledges that any DOEA or other state business conducted by social media or through personal cellular communication is subject to Florida's Government in the Sunshine Law, Florida's Public Records Law (Chapter 119, Florida Statutes), and the Health Insurance Portability and Accountability Act (HIPAA). Compliance with these laws and other applicable laws are further detailed in the contract.

32.6 Prohibited or Restricted Postings.

Any social media posts which include photos, videos, or names of clients, volunteers, staff, or other affiliates of DOEA may only be posted when authorized by law and when any required HIPAA authorizations and any other consents or authorizations required pursuant to federal, or state law are on file with the Provider's records.

32.7 Assist DOEA with Communications. Contractors may be asked periodically to assist in distributing certain DOEA communications through their social media outlets. Any such requests should be posted in adherence to the social media requirements herein and the other provisions of this contract.

33. Conflict of Interest

The Provider 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 Provider 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 Provider or subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Providers, potential Providers, or parties to subcontracts.

Pursuant to Chapter 4, Section 2 of the Handbook, no Provider may employ, in any capacity, any member of its governing board or any family member of a person on the board or family member of its Executive Director.

The Providers' 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 Providers' employees and subcontractors must make the same disclosures described above to the Providers' Board of Directors. Compliance with this provision will be monitored.

34. Public Entity Crime

Pursuant to s. 287.133, F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Provider, supplier, sub-Provider, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two for a period of 36 months following the date of being placed on the convicted vendor list. If the Provider or any of its officers or directors is convicted of a public entity crime during the period of this agreement, the Provider shall notify the Alliance immediately. Non-compliance with this statute shall constitute a breach of this agreement.

35. Purchasing:

35.1 The Provider shall procure products and/or services required to perform this contract in accordance with section 413.036, F.S.

35.1.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

35.1.2 Pursuant to sections 413.036(1) and (4), F.S., the Provider shall not be required to procure a product or service from RESPECT if: (a) the product or service is not available within a reasonable delivery time, (b) the Provider is required by law to procure the product or service from any agency of the state, or (c) the Provider determines that the performance specifications, price, or quality of the product or service is not comparable to the Provider's requirements.

35.1.3 This act shall have precedence over any law requiring state agency procurement of products or services from any other nonprofit corporation unless such precedence is waived by the alliance or the Department in accordance with its rules.

35.1.4 Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

35.2 The Provider shall procure any recycled products or materials which are the subject of, or are required to carry out, this contract when the Department of Management Services determines that those products are available, in accordance with the provisions of section 403.7065, F.S.

54.3 The Provider shall procure products and/or services required to perform this contract in accordance with section 946.515, F.S.

35.3.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS

OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

- 35.3.2 The corporation identified is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Additional information about PRIDE and the commodities or contractual services it offers is available at <https://pride-enterprises.org>.
- 35.4 The Provider shall provide a Certified Minority Business Subcontractor Expenditure (CMBE) Report summarizing the participation of certified suppliers for the current reporting period and project to date. The CMBE Report shall include the names, addresses, and dollar amount of each certified participant, and a copy must be forwarded to the Department, Division of Financial Administration, and must accompany each invoice submitted to the Department. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department's Minority Coordinator (850-414-2153) will assist with questions and answers. The CMBE Report is attached to this contract (ATTACHMENT (H)).

36. Patents, Copyrights, Royalties

- 36.1 If this contract is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under this contract the Provider shall refer the discovery, invention or material to the Alliance to be referred to the Department. 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), as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract.
- 36.2 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.
- 36.3 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR Part 200.315.

37. Emergency Preparedness and Continuity of Operations

- 37.1 If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Provider shall, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan, Continuity of Operations Plan. ("COOP"). In the event of an emergency, the Provider shall notify the Alliance of emergency provisions. The COOP must address continuity of services, especially for meal providers, in weather and non-weather-related emergencies.
- 34.2 In the event a situation results in a cessation of services by a subcontractor and/or vendor, the Provider shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruptions.
- 34.3 Providers offering nutrition services must have an Alliance approved shelf stable menu with at least 3 days' worth of shelf stable meals with reserved funds set aside to purchase the food items in order to ensure continuity of services without interruptions in weather and no-weather related emergencies.

38. Use of Contract Funds to Purchase Equipment

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

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].

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

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.

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

No funds under this contract will be used by the Provider to purchase or improve Real Property.

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

41. Dispute Resolution

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

42. No Waiver of Sovereign Immunity

Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

43. Venue

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

44. Entire Contract

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

45. Force Majeure

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

46. Severability Clause

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

47. Condition Precedent to Contract: Appropriations

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

48. Addition/Deletion

The Parties agree that notwithstanding the terms of the procurement documents and actions leading to this contract, the Alliance reserves the right to add or to delete any of the services required under this contract when deemed to be in the best interest of the elder population targeted by the Area Plan 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 shall not constitute or be deemed a waiver of the Alliance's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

50. Compliance

The Provider shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current state statutes, laws, rules and regulations, policies of the Alliance and the Department, and the terms of this contract. The Parties agree that failure of the Provider to abide by these laws, rules, regulations, policies, and terms of this contract shall

be deemed an event of default of the Provider and subject the Provider to disciplinary action including corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance or noncompliance, or other administrative action to immediate, unilateral contract cancellation at the discretion of the Alliance.

If the Alliance finds that the Provider fails to abide by all applicable current federal and state statutes, laws, rules and regulations, as well as conditions of this contract, the Alliance shall provide the Provider a Notice of Violation which shall include a concise statement of the specific violations of the Provider and the facts relied upon to establish the violation.

Upon receipt of the Notice of Violation, the Provider shall have twenty-one (21) days to respond to the Notice of Violation. The Provider's response must include a statement of any disputed issues of material fact and a concise statement of the specific facts the Provider contends warrant reversal or deviation from the Alliance's proposed action, including an explanation of how the alleged facts relate to the specific rules, statutes, or contractual term.

Failure of the Provider to respond to the Notice of Violation within twenty-one (21) days shall be deemed a waiver of the rights outlined above and the Alliance will proceed against the Provider by default.

The Alliance, upon receiving a timely filed response to a Notice of Violation, will forward the response and all accompanying documentation to the Contract Manager to review and consider. The Contract Manager shall, within 30 days after the receipt of the Provider's response, file an order which lays out the final determination of disciplinary action by the Alliance.

51. Final Invoice

The Provider shall submit the final invoice for payment to the Alliance as specified in section 3.4.7 (date for final request for payment) of ATTACHMENT I. If the Provider fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the Alliance may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by the Alliance.

52. Renegotiations or Modifications

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

53. Suspension of Work:

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

54. Termination

54.1 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 Contract Manager or the representative of the Provider responsible for administration of the contract. The Provider shall not furnish any product after it receives notice of termination, except as necessary to complete the continued portion of the contract, if any. The Provider shall not be entitled to recover any cancellation charges or lost profits. See notes on email regarding this paragraph.

54.2 Termination for Cause. The Alliance may terminate this contract if the Provider fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, (4) abide by any statutory requirement, regulatory requirement, licensing requirement, or Department policy 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 Provider will be compensated for any work satisfactorily completed prior to the date of termination. Rule 60A- 1.006(3), F.A.C., governs the procedure and consequences of default. The Provider shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Provider 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 Provider. 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 Provider and the subcontractor, and without the fault or negligence of either, the Provider 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 Provider to meet the required delivery schedule. If, after termination, it is determined that the Provider 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 Provider 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 the interest of either the Alliance or the Provider, subject to the assignment provisions in Section 22 above.

56. Electronic Records and Signature

- 56.1 The Alliance authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this contract. A Provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, s. 668.50, F.S.. All electronic records must be fully auditable; are subject to Florida's Public Records Law, Ch. 119, F.S.; must comply with Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this contract.
- 56.2 The Alliance's authorization pursuant to this section does not authorize electronic transactions between the Provider and the Alliance. The Provider is authorized to conduct electronic transactions with the Alliance only upon further written consent by the Alliance.
- 56.3 Upon request by the Alliance, the Provider shall provide the Alliance or 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 Provider agrees to the following provisions:

- 57.1 Investigation of Criminal Allegations:
Any report that implies criminal intent on the part of the Provider or any subcontractors and/or vendors and was referred to a governmental or investigatory agency must be sent to the Alliance. If the Provider has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Provider shall notify the Alliance immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Provider, its subcontractors, or vendors, must be sent to the Alliance's contract manager with a summary of the investigation and allegations.
- 57.2 Volunteers:
The Provider shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Provider shall work in coordination with

organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

57.3 Enforcement:

- 57.3.1 In accordance with s. 430.04, F.S., the Alliance may, without taking any intermediate measures available to it against this contract rescind this contract if the Alliance finds that:
 - 87.3.2 An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement, or substantially and negatively affected the operation of services covered under any contract or agreement;
 - 57.3.3 The Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
 - 57.3.4 The Provider has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Alliance, or the Provider has committed or repeated violations of Alliance standards;
 - 57.3.5 The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency; and/or
 - 57.3.6 The Provider has failed to adhere to the terms of any contract or agreement incorporating in this Contract.
 - 57.3.7 In the alternative, the Alliance may, at its sole discretion, in accordance with section 430.04, F.S., take immediate measures against the Provider, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.
- 57.4 In making any determination under this provision the Alliance may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Miami-Dade County.
- 57.5 Use of Service Dollars:
The Provider will optimize the use of contract funds by serving the maximum possible number of individuals with the services allowed by this contract. The Provider will spend all funds provided by this contract to provide such services.
- 57.6 Training: The Provider will attend all required trainings and meetings schedule by the Alliance.

58. Contract Manager

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

59. Official Payee and Representatives (Name, Address, and Telephone Numbers)

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

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

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

A	The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	XXXXX, Inc. 123 Main St Miami, FL 33XXX XXX-XXX-XXXX
B	The name of the contact person of the Provider and street address where financial and administrative records are maintained is:	XX XX XXXXX, Inc. 123 Main St Miami, FL 33XXX XXX-XXX-XXXX
c	The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:	XXXX XXXX XXXXX, Inc. 123 Main St Miami, FL 33XXX XXX-XXX-XXXX
d	The section and location within the AAA where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Alliance for Aging, Inc. Fiscal Department 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155 305-670-6500
e	The name, address, and telephone number of the Contract Manager for the AAA for this contract is:	Contract Monitor Alliance for Aging, Inc. 760 NW 107th Avenue, Suite 214 Miami, Florida 33172-3155 305-670-6500

Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

60. All Terms and Conditions Included

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

By signing this contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS THEREOF, the Parties hereto have caused this contract, to be executed by their undersigned officials as duly authorized.

XXXXXXXXXX, INC.

ALLIANCE FOR AGING, INC.

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

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

TITLE: _____

TITLE: PRESIDENT AND CEO

DATE: _____

DATE: _____

INDEX TO CONTRACT ATTACHMENTS

ATTACHMENT	ATTACHMENT DESCRIPTION
ATTACHMENT I	STATEMENT OF WORK
ATTACHMENT II	FINANCIAL COMPLIANCE AUDIT ATTACHMENT
ATTACHMENT II EXHIBIT 1	AUDIT REPLATIONSHIP DETERMINATION
ATTACHMENT II EXHIBIT 2	FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT
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**ALLIANCE FOR AGING, INC.
STATEMENT OF WORK
OLDER AMERICANS ACT**

SECTION I: SERVICES TO BE PROVIDED**A. ALLIANCE FOR AGING, INC. MISSION STATEMENT**

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

B. PROGRAM SPECIFIC TERMS

Area Plan: A plan developed by the area agency on aging outlining a comprehensive and coordinated service delivery system in its planning and service area in accordance with the Section 306 (42 U.S.C. 3026) of the Older Americans Act and DOEA instructions.

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

Child: An individual who is not more than 18 years of age or an individual with disability.

Criteria: A standard which the Administration on Aging/Administration for Community Living set for the Title IIID Program. AoA/ACL's standard criterion consists of three tiers: Minimal Criteria, Intermediate Criteria, and Highest-Level Criteria.

Family Caregiver: An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual.

Frail: When an older individual is unable to perform at least two activities of daily living ("ADL") without substantial human assistance, including verbal reminding, physical cueing or supervision; or due to cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood, marriage or adoption and who lives with the child; is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

Living Healthy: Also known as CDSMP for the State of Florida.

C. GENERAL DESCRIPTION**1. General Statement**

The primary purpose of the OAA Program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. These systems assist older individuals to attain and maintain maximum independence with supportive services.

The NSIP provides incentives for the effective delivery of nutritious meals to older individuals. NSIP allows programs to increase the number and/or the quality of meals served. NSIP is a cash allotment or commodity program that supplements funding or food used in meals served under the OAA. Florida has opted for cash payments in lieu of donated foods.

2. Authority

All applicable federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

- a. Catalog of Federal Domestic Assistance No. 93.043, 93.044, 93.045, 93.052, and 93.053;
- b. Older Americans Act of 1965, as amended 2016;

- c. 42 U.S.C. §303, 42 U.S.C. §604;
- d. Rule 58A-1, Florida Administrative Code (FAC);
- e. Section 430.101, Florida Statutes (F.S.); and
- f. DOEA Programs and Services Handbook,
<http://www.allianceforaging.org/providers/program-documents>

3. Scope of Service

The Provider is responsible for coordinating and assessing the needs of older persons and assuring the availability of quality services. The services shall be provided in a manner consistent with the Handbook and the procurement documents leading to this contract. If receiving NSIP funding, the provider shall use NSIP funding to supplement funding for food used in meals served by OAA Nutrition Program Providers.

4. Major Program Goals

The major goals of the OAA program are to improve older individual's quality of life, preserve their independence, and prevent or delay their need for costlier institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives and effective delivery of nutritious meals that meet the diverse needs of elders and their caregivers.

5. Leadership and Advocacy

As a designated Focal Point, a provider is encouraged to provide coordination of services for older individuals. The Provider must also provide community leadership on aging issues and serve as the advocate and focal point for the elderly within the community in cooperation with agencies, organizations and individuals participating in activities funded by the Alliance. Advocacy should include initiating positive changes in public or private policies and attitudes towards older persons, taking action to improve, modify, or eliminate situations which adversely impact on lives of older persons, or expressing support for older persons and their interests. Advocacy activities may be broadly supportive of the general interests of older persons or may involve specific activities on behalf of individuals.

D. CLIENTS TO BE SERVED

1. General Description

Preference shall be given to those with the greatest economic and social needs, with particular attention to low-income older individuals, including those that are low-income minorities, have limited English proficiency, and older individuals residing in rural areas.

2. OAA Title III, General Client Eligibility

Consumers shall not be dually enrolled in an OAA program, and a Medicaid capitated long-term care program, with the exception of consumers in need of OAA Legal Assistance services and OAA Congregate Nutrition Services, including transportation services to and from congregate meal sites.

2.1 OAA Title IIIB, Supportive Services, Client Eligibility

- a. Individuals age 60 or older

2.2 OAA Title IIIC1, Congregate Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in ATTACHMENT I, Paragraph 1.4.1.3 individuals must be mobile, not homebound and physically, mentally and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include:

- a. Individuals age 60 or older; and
- b. Any spouse (regardless of age) who attends the dining center with his/her eligible spouse;
- c. Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;
- d. Disabled persons who reside at home with and accompany an eligible person to the dining center; and
- e. Volunteers, regardless of age, who provide essential services on a regular basis during meal hours.

2.3 OAA Title IIIC2, Home Delivered Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in ATTACHMENT I, Paragraph 1.4.1.3, individuals must be homebound and physically, mentally or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include the following:

- a. Individuals aged 60 or older who are incapacitated or unable to attend a congregate nutrition site due to illness, disability, isolation, or caring for a loved one who is ill at home;
- b. Individuals aged 60 or older who are unable to attend a congregate nutrition site due to teeth and mouth issues which makes it difficult to eat in public;
- c. A home delivered meals recipient's spouse, regardless of age, if the provision of the collateral meal supports maintaining the person at home;
- d. Individuals with disabilities, regardless of age, who reside at home with home delivered meals recipients and are dependent on them for care;
- e. Persons at nutritional risk who have physical, emotional, or behavioral conditions, which would make their presence at the congregate site inappropriate;
- f. Persons at nutritional risk who are socially or otherwise isolated, including those who are self-isolating at home due to COVID-19, and unable to attend a congregate nutrition site; or
- g. Individuals age 60 or older who are unable to prepare meals due to a lack of or inadequacy of facilities, an inability to shop, cook, or prepare meals safely, or a lack of appropriate knowledge or skill.

2.4 OAA Titles IIIC1 and IIIC2, Nutrition Services, Client Edibility

General factors that should be considered in establishing priority for nutrition services include those older persons who meet the following:

- a. Cannot afford to eat adequately;
- b. Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
- c. Have limited mobility which may impair their capacity to shop and cook for themselves; or
- d. Have a disabling illness or physical condition requiring nutritional support or have been screened at a high nutritional risk.

2.5 OAA Title IIID, Disease Prevention and Health Promotion Services

- a. Target individuals aged sixty (60) or older; and
- b. Priority will be given to individuals residing in medically underserved areas.

2.6 OAA Title IIIE, Caregiver Support Services, Client Eligibility

- a. Family caregivers of individuals aged 60 or older;
- b. Grandparents (age 55 or older) or older individuals (age 55 or older) who are relative caregivers;
- c. Priority will be given to family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and for grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities; and
- d. For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term "frail" in OAA, as per ATTACHMENT I, Section 1.2.

2.7 NSIP

Meals served to an elderly individual, funded in whole or in part under Statewide Medicaid Managed Care Long-Term Care, Home Care for the Elderly, Community Care for the Elderly Programs, or other means tested programs may not be included in the NSIP count. OAA-funded congregate meals provided to SMMC LTC clients may be included in the NSIP count.

SECTION II – MANNER OF SERVICE PROVISION

A. Service Tasks

To achieve the goals of the OAA program, the Provider shall ensure the following tasks:

1. Client Eligibility Determination
The Provider shall ensure that applicant data is evaluated annually to determine eligibility prior to rendering services. Eligibility to become a client is based on meeting the requirements described in this contract.
2. Targeting and Screening of Service Delivery for New Clients: The Provider shall develop and implement policies and procedures consistent with OAA targeting and screening criteria.
3. Program Services: The Provider shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. The Provider shall ensure the performance and report performance of the following services are in accordance with the current Handbook.
4. Program Eligibility Requirements
 - 4.1 Eligibility Criteria
Entities must meet the following criteria to be eligible for program participation:
 - 4.1.1 An agency that has received a grant under OAA Title III [OAA section 311(42 U.S.C. § 3030a)]; and
 - 4.1.2 A nutrition service provider that serves meals and is under the jurisdiction, control, management and audit authority of the Area Agency on Aging and the Department.
 - 4.2 Provider's Nutrition Service Operations
The Provider shall ensure the nutrition service operations of the Provider meet the requirements of this contract, as well as any other applicable regulations and policies prescribed by the current Handbook, the Department of Health and Human Services, USDA, DOH and local health departments, DBPR, or any other agency designated to inspect meal quality for the State. The Provider must run the DBPR report monthly and agree to notify the Alliance of any sanitation inspections, especially those that include high priority violations and provide a copy of the report to the Alliance within 24 hours. Closures must be reported immediately. All subcontracted food service vendors must provide a written corrective action plan to the Nutrition Provider for any high priority or significant findings on sanitation inspections. The CAPs must be approved by the Provider's registered dietician and submitted to the Alliance to ensure that deficiencies are remedied.
 - 4.3 Prescribed Nutritional Requirements
The Provider shall ensure that each meal provided under this contract meets the following criteria:
 - 4.3.1 Complies with the current Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the Department of Agriculture;
 - 4.3.2 Provides a minimum of 33 1/3 percent of the dietary reference intakes/adequate intakes for an age 70+ female as established by the Food and Nutrition Board of the National Academy of Sciences; and
 - 4.3.3 Is served from an approved Alliance menu.
 - 4.3.4 Food Origin and Commodities Requirements
 - 4.3.5 Consistent with existing requirements of the NSIP, the Provider and its service providers may use NSIP cash to purchase foods of U.S. origin for their nutrition projects under Title III of the OAA. NSIP funds must be used to expand meal services to older adults.
5. Monitoring the performance of its subcontractors and/or vendors
6. Comply with the Alliance's Nutrition policies and procedures

B. Staffing Requirements

1. Staffing Levels

The Provider shall assign its own administrative and support staff as needed to perform the tasks, responsibilities and duties under this contract and ensure that subcontractors and/or vendors dedicate adequate staff accordingly.

2. Professional Qualifications

The Provider shall ensure that the staff responsible for performing any duties or functions within this contract have the qualifications as specified in the Handbook.

3. Service Times

The Provider shall ensure the provision of services listed in this contract during normal business hours unless other times are more appropriate the meet the performance requirements of this contract, and it shall monitor its subcontractors and/or vendors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service community.

4. Use of Volunteers to Expand the Provision of Available Services

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

5. Use of Subcontractors and/or Vendors

If this contract involves the use of a Subcontractor or third party, then the Provider shall not delay the implementation of its agreement with the Subcontractor. If any circumstance occurs that may result in a delay of a period of 60 days or more the initiation of the subcontract or the performance of the Subcontractor, the Provider shall notify the Alliance's Contract Manager in writing of such delay. The Provider shall not permit a Subcontractor to perform services related to this agreement without having a binding Subcontractor agreement executed. In accordance with Section 23 of this Contract, the Alliance will not be responsible or liable for any obligations or claims resulting from such action.

5.1. Copies of Subcontracts:

The Provider shall submit a copy of all subcontracts to the Alliance Contract Manager within thirty (30) days of the subcontract being executed.

5.2. Monitoring the Performance of Subcontractors:

The Provider shall programmatically monitor, at least once per year, each of its Subrecipients. The Provider shall perform programmatic monitoring to ensure contractual compliance, and programmatic performance and compliance with applicable state and federal laws and regulations. The Provider shall monitor to ensure that time schedules are met; the budget and scope of work are accomplished within the specified time periods, and other performance goals. The Provider shall also perform fiscal and administrative monitoring for all subcontractors to ensure fiscal accountability.

5.3. Copies of Subcontractor Monitoring Reports

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

C. Deliverables

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the tasks specified in this contract. The Provider must submit all required documentation in the time and manner specified for the minimum performance levels to be met. Each deliverable must be accepted in writing by the Alliance Contract Manager based on the requirements for each deliverable before the Provider submits an invoice requesting payment.

1. The Provider shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. The Provider shall ensure the performance and reporting of the following services in accordance with the current Handbook and this contract. Documentation of service delivery must include a report consisting of the

following: unduplicated number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount.

The services include the following categories:

a. **Supportive Services (IIB Program)**

Supportive services include a variety of community-based and home-delivered services that support the quality of life for older individuals by helping them remain independent and productive. Services include the following:

- | | |
|--|---|
| (1) Adult Day Care | (10) Housing Improvement / Material Aid |
| (2) Chore Services | (11) Legal Assistance |
| (3) Companionship | (12) Personal Care |
| (4) Counseling (Gerontological) | (13) Recreation |
| (5) Counseling (Mental Health) | (14) Screening and Assessment |
| (6) Emergency Alert Response | (15) Shopping Assistance |
| (7) Education / Training | (16) Technology |
| (8) Escort | (17) Transportation |
| (9) Homemaker | (18) Specialized Medical Equipment, Svs, and Supplies |
| (10) Medical Equipment, Services, and Supplies | |

b. **Congregate Nutrition Services (IIC1 Program)**

Nutrition services are provided in congregate settings and are designed to reduce hunger and food insecurity, promote socialization and the health and well-being of older individuals by assisting them to gain access to nutrition and other disease prevention and health promotion services. Services include the following:

- (1) Congregate Meals
- (2) Congregate Meals Screening
- (3) Nutrition Education and Nutrition Counseling

c. **Home Delivered Nutrition Services (IIC2 Program)**

In-home nutrition services are provided to reduce hunger and food insecurity; promote socialization and the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services. Services include the following:

- (1) Home delivered meals
- (2) Nutrition education and counseling
- (3) Screening/Assessment.

d. **Disease Prevention and Health promotion Services (IID Program)**

Evidence-Based Disease Prevention and Health promotion (“EBDPHP”) service have been demonstrated through evaluation to be effective for improving the health, wellbeing or reducing disease, disability and/or injury among older adults, and proven effective with older adult populations. The ACL defines EBDPHP services as meeting highest-level criteria. Only services that meet the highest-level criteria are allowed under the IID Program. EBDPHP services must be delivered per the requirements of the program and ensure program fidelity. Evidence based programs include the following:

- | | |
|--------------------------------------|----------------------------------|
| (1) A Matter of Balance | (6) Arthritis Foundation Tai Chi |
| (2) Chronic Disease Self-Management | (7) Tai Chi / Tai Ji Quan |
| (3) Diabetes Self-Management Program | (8) Walk with Ease |
| (4) Enhanced Fitness | (9) Fit and Strong |
| (5) Bingosize | (10) Savvy Caregiver |

e. **Caregiver Support Services (IIE Program)**

The following services are intended to provide direct help to caregivers, assist in the areas of health, nutrition and financial literacy and assist caregivers in making decisions and problem solving related to their caregiving roles and responsibilities:

- (1) Adult Day Care
- (2) Caregiver Training/Support (Individual & Group)
- (3) Respite Services
- (4) Screening/Assessment

f. **Caregiver Support Supplemental Services (IIIES Program)**

The following services are provided to complement the care provided by caregivers:

- (1) Chore Services
- (2) Housing Improvement / Material Aid
- (3) Specialized Medical Equipment, Services and Supplies.

g. **Caregiver Support Grandparent Services (IIIEG Program):**

Services for grandparents or older individuals who are relative caregivers designed to help meet their caregiving obligations include the following:

- (1) Legal Assistance
- (2) Sitter
- (3) Home Delivered Meals
- (4) Technology
- (5) Homemaker

2. Service Units

The Provider shall ensure that the provision of services described in this contract is in accordance with the current DOEA Handbook and the service tasks described in Section II.A. Attachment VII lists the services that can be performed, budget allocation for each service, the number of units of service, and the reimbursement unit rate. Units of service will be paid pursuant to the rate established in Attachment VII.

3. Administrative Responsibilities

The Provider shall provide management and oversight of CCE Program operations in accordance with the current DOEA Handbook which include the following:

- a. Establish contractual agreements or vendor agreements with appropriate and capable subcontractors, when applicable.
- b. Provide technical assistance to subcontractors and vendors to ensure provision of quality services.
- c. Monitor and evaluate subcontractors and vendors for appropriate programmatic and fiscal compliance.
- d. Appropriately submit payments to subcontractors.
- e. Establish procedures for handling recipient complaints and ensure that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint.
- f. Ensure compliance with Client Information and Registration Tracking System (eCIRTS) regulations.
- g. Monitor outcome measures in accordance with targets set by the Department.
- h. Conduct client satisfaction surveys to evaluate and improve service delivery.

D. Reports

The Provider is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Alliance. The Provider must establish due dates for any subcontractors and/or vendors that permit the Provider to meet the Alliance's reporting requirements.

1. Service Cost Report (SCR):

The Provider shall submit a SCR to the Alliance annually and no later than ninety (90) calendar days after the Provider Fiscal Year end. The SCR shall reflect the actual costs of providing each service by program for the preceding contract year.

2. Surplus/Deficit Report

The Provider will submit a consolidated surplus/deficit report in a format provided by the Alliance to the Alliance's Contract Manager in conjunction with the required monthly billing submission. This report is for this contract between the Provider and the Alliance. The report will include the following:

- a. The Provider's detailed plan, by program and service, on how the surplus or deficit spending exceeding the 1% threshold will be resolved;
- b. A detailed plan on how the surplus or deficit spending exceeding the 1% monthly threshold will be resolved. The plan must include specific budget numbers to reflect how the Provider plans to address the variance.
- c. Number of clients currently on the waitlist (APCL).
- d. Number of Unduplicated Client served.

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 Provider is not spending according to monthly plans and is projected to incur a surplus at the end of the year.

3. Volunteer Activity Report

The Provider shall submit an annual unduplicated report of volunteer hours on the format provided by the Alliance. The data collection period is from January 1 – December 31 for each calendar year. The data submission date is five (5) working days following the close of the contract period.

4. eCIRTS Reports:

The Provider shall input OAA-specific data into eCIRTS, depending on the instructions provided by the Alliance, to ensure eCIRTS data accuracy. The Provider shall use CIRTS-generated (or eCIRTS generated) reports which include the following:

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

5. Program Highlights

The Provider shall submit Program Highlights referencing specific events that occurred in the previous contract year by September 10th of the current contract year. The Provider 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 Provider 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 Provider shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Alliance.

6. Outreach Activity

The Provider shall report on outreach activities at least semi-annually using a uniform reporting format established by the Alliance. The format must include the following information: number and type of provider events or activities; date and location; total number of participants at each event or activity; individual service needs identified; and referral sources or information provided. Reports must be submitted by June 30 and December 31 of each contract year. At a minimum, the number of outreach activities required to be completed annually for the Provider must be consistent with the number of outreach activities referenced in the procurement documents leading to this contract.

7. Health and Wellness Reports

The Provider shall submit Monthly Programmatic Reports for EBDPHP services. The Provider shall submit the monthly reports with the monthly billing in accordance with Section 3.4 of this contract. Invoices submitted in accordance with Section 3.4 of this contract will not be paid unless the programmatic reports are submitted with the billing. The Alliance Contract Manager will provide an Excel spreadsheet with the following tabs: Health and Wellness (one for each month); Success Story (reported only in May); Partnership (one tab updated as needed); and a Statistical Breakdown Page.

- a. Information provided in the Monthly Programmatic Report must match CIRTS data and the Request for Payment.
- b. The Provider shall review program documentation to ensure documentation is complete and adequately

supports the information reported on the Monthly Programmatic Report prior to submitting a Request for Payment. The Provider will attest to the review in the "comments" section of the Monthly Programmatic Report and provide relevant information regarding the documentation as needed.

- c. Program documentation shall include all the following elements: Sign-In Sheet or Attendance Log; flyers or documentation demonstrating efforts to recruit participants and promote EBDPHP services provided; current facilitator certificates; copy of program license (if applicable); and any forms required by the specific program.
- d. The provider shall ensure that program documentation includes a Sign-In Sheet or Attendance Log with date, time, name of program, participant names, and name of program facilitator(s). If the Attendance Log does not include a space for participant signatures, additional program documentation must be included with participant signatures that match the participant names and dates in the Attendance Log. Exceptions may be approved by Alliance Contract Manager. Requests must be made in writing and kept with program documentation.
- e. Participants must write and sign their name on a program sign-in sheet or Attendance Log. Attendance Logs with participant names typed or written in by the same person will not be accepted as program documentation. If a participant refuses or is unable to write their own name and sign, the instructor may sign by proxy for the participant with a note on the sign-in sheet stating why it is necessary to do so (the note needs to be initialed and dated).
- f. The Provider shall abide by all program fidelity requirements and annually observe delivery of EBDPHP services. A note will be included in the Monthly Programmatic Report, in the comments section, when a program has been observed. Documentation pertaining to the observation will be kept and provided to the Alliance upon request.
- g. The Provider shall contact the Alliance Contract Manager in the event of an emergency or an exigent circumstance where the provider is unable to maintain an aspect of fidelity of the EBDPHP services (e.g., minimum or maximum number of participants) before the end of the workshop. At the discretion of the Alliance Contract Manager, the service may be reimbursed under this contract; however, if the fidelity infraction is discovered after the program has finished, during the Request for Payment Process or a desk review, the Provider may not be reimbursed for the workshop or shall be requested to reimburse the Alliance the cost of the workshop.
- h. The Provider shall collaborate and partner with organizations to extend the reach of EBDPHP services. Partnerships shall be designed to stimulate innovation of new approaches and activities in EBDPHP services, development of greater capacity, and leverage other funding sources. Partnerships shall also address building and sustaining an infrastructure for the dissemination of EBDPHP services. This includes, but is not limited to, recruitment of trainers and participants, covering costs for licenses, and replicating program fidelity.
- i. The Provider shall document, and provide to the Alliance upon request, evidence of partnerships created formally through Memoranda of Agreement/Understanding. The provider will be required to keep track of partnerships in the Monthly Programmatic Report. Each month the Provider shall review and provide updates as necessary.

8. Florida Elder Law Program (FELP) Report

The purpose of the FELP reports is to collect consistent and standard data to illustrate the range and type of legal assistance provided by the Provider to older persons in social or economic need.

Providers funded for Legal Assistance shall submit the Florida Elder Law Program (FELP) report annually to the Alliance in the format provided by the Department to ensure that legal services reached the targeted groups and served the priority issue areas described in Attachment I, Section 1.4.1 of this contract. The Provider shall compile and report data using the definitions and specific instructions provided by the Department and the Alliance in the FFY 2022-2023 Florida Elder Law Program Data Collection Handbook. The reporting cycle for the FELP report is from October 1 to September 30th. The FELP Report includes the following areas:

- a. Cases and Client Information
- b. OAAP Complaint Case Report A
- c. Case Examples
- d. Education Log
- e. Referred From Data
- f. Publications (optional)
- g. Unmet Needs (optional)

**Individual clients are to be counted only once per calendar year.
Reports must be submitted annually to the Alliance by October 15th

E. Records and Documentation

1. Requests for Payment

The Provider shall maintain documentation to support Requests for Payment that shall be available to the Alliance, the Department, or other authorized agencies and individuals such as the Florida Department of Financial Services (DFS), upon request.

2. eCIRTS Data and Maintenance:

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

3. Data Integrity and Back up Procedures:

The Provider shall anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Provider functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location.

4. Policies and Procedures for Records and Documentation:

The Provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its Subcontractors. These policies and procedures shall be made available to the Alliance upon request.

F Performance Specifications

1. Outcomes

At a minimum, the Provider must:

- a. Ensure the provision of the services described in this contract are in accordance with the current DOEA Handbook and Section II.A. and Section II.D. of this contract;
- b. The Provider shall timely submit to the Alliance all reports described in Section. II.D of this contract;
- b. The Provider shall maintain all information described in Section II.E. of this contract;
- d. The Provider shall ensure the prioritization and service provision of clients in accordance with Section II.A.2 of this contract;
- e. The Provider shall timely and accurately submit to the Alliance Attachments IX, X and supporting documentation in accordance with Attachment VIII of this contract.

2. Criteria

- a. 66% of new service recipients with high-risk nutrition scores will improve their nutritional status.
- b. 65% of new service recipients will maintain or improve their ADL's assessment score.
- c. 62.3% of new service recipients will maintain or improve their IADL's assessment score.
- d. 89% of family and family-assisted caregivers will self-report they are very likely to provide care.

3. Monitoring and Evaluation Methodology

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

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled, and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor's reports;

- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and
- j. Other procedures as deemed necessary.

G. Provider Responsibilities

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

H. Alliance Responsibilities

- 1. **Alliance Obligations:**
The Alliance may provide technical support and assistance to the Provider within the resources of the Alliance to assist the provider in meeting the required tasks in the above Section II.
- 2. **Alliance Determinations:**
The Alliance reserves the exclusive right to make certain determinations in the tasks and approaches. The absence of the Alliance setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

SECTION III: METHOD OF PAYMENT

A. Payment Methods Used

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

- 1. **Fixed Fee/Unit Rate**
Payment for Fixed Fee/Unit Rates shall not exceed amounts established in Attachment VII, per unit of service.
- 2. **Cost Reimbursement**
Payment may be authorized only for allowable expenditures, which are in accordance with the services specified in Attachment VII. All Cost Reimbursement Requests for Payment must include the Receipt and Expenditure Report beginning with the first month of the contract.
- 3. **Advance Payments**
Non-profit Providers may request a monthly advance for service costs for each of the first two months of the contract period, based on anticipated cash needs. For the first month's advance request, the Provider shall provide to the Alliance documentation justifying the need for an advance and describing how the funds will be distributed. If the Provider is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Provider within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Provider's financial need for the second month of advances. The Provider must also describe how the funds will be distributed for the first and second month. If sufficient budget is available, and the Department's Contract Manager, in his or her sole discretion, has determined that there is justified need for an advance, the Department will issue approved advance payments after July 1st of the contract year.

All advance payments made to the Provider shall be reimbursed to the Alliance as follows: At least one-tenth of the advance payment received shall be reported as an advance recoupment on each Request for Payment (Attachment XI), starting with the invoice submission of the third month activities and billing, in accordance with the Invoice Report Schedule (Attachment IX).

B. Method of Invoice Payment

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

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

C. Payment Withholding and / or Financial Penalty

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

D. Final Invoice Instructions

The Provider shall submit the final Request for Payment to the Alliance no later than 30 days after the contract period ends and as referenced in Attachment VIII. If the contract is terminated prior to the end date of the contract, then the Provider must submit the final request for payment to the Alliance no more than 30 days after the contract is terminated. If the provider fails to do so, all right to payment is forfeited, and the Alliance will not honor any requests submitted after the aforesaid time period.

E. eCIRTS Data Entries for Subcontractors

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

F. Providers' Monthly eCIRTS Reports

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

G. Consequences of Non-Compliance:

Should it be determined that the Provider is found to not be in compliance with any deliverables, aspects or requirements of this contract, the Alliance may:

1. Require a Corrective Action Plan (CAP)
 - a. If at any time the Provider is notified by the Alliance's Contract Manager that it has failed to correctly, completely, and/or adequately perform contract deliverables identified in Section II.C and III.D, or any other contractual requirements of this contract, the Provider will have ten (10) business days to submit a CAP to the Alliance's Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within the time approved by the Alliance's Contract Manager. The Alliance may assess a Financial Consequence for Non-Compliance on the Contractor as referenced in Section III.G.2. of this contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Alliance may also assess a financial consequence for failure to timely submit a CAP.
 - b. If the Provider fails to correct an identified deficiency within the approved time specified in the CAP, the Alliance may deduct financial consequence established in Section III.G.2. of this contract from the payment for the invoice of the following month.
 - c. If the Provider fails to timely submit a CAP, the Alliance shall deduct the amount established in Section III.G.2 of this contract. The deduction will be made from the payment for the invoice of the following month(s).
 - d. Failure to submit a CAP may result in contract termination.
2. Financial Consequences
 - a. Failure to submit a CAP timely may result in a financial penalty up to the lower of \$25,000 or 5% of the Provider Contract amount and may be calculated on the totality of all Alliance funded contracts, depending on the area of non-compliance.
 - b. Failure to correct an identified deficiency may result in a financial penalty up to the lower of \$25,000 or 5% of the Provider Contract amount and may be calculated on the totality of all Alliance funded contracts related to the deficiency, depending on the area of non-compliance.
 - c. Failure to comply with established assessment and prioritization criteria as per Section II.A and as evidenced by eCIRTS reports may result in a financial penalty of the lower of \$25,000 or 5% and may be calculated on the totality of all related Alliance funded contracts, depending on the area of compliance. A second offense may result in a financial consequence of the lower of \$50,000 or 10% and may be calculated on the totality of alliance funded contracts.
 - d. Failure to provide services in accordance with the current DOEA Handbook, the service tasks described in Section II.A., and the Budget summary (Attachment XII), and/or failure to submit required documentation may result in a result in a financial penalty of the lower of \$25,000 or 5% and may be calculated on the totality of all related Alliance funded contracts, depending on the area of compliance. A second offense may result in a financial consequence of the lower of \$50,000 or 10% and may be calculated on the totality of related Alliance funded contracts.
 - e. Failure to perform management and oversight of the CCE Program operations may result in a financial consequence of the lower of \$50,000 or 10% and may be calculated on the totality of alliance funded

IV. SPECIAL PROVISIONS

A. Provider's Financial Obligations

1. Matching, Level of Effort, and Earmarking Requirement:

The Provider must provide a match of at least 10 percent of the cost for services funded through this contract, except for Title IIID. The match will be made in the form of cash and/or in-kind resources. At the end of the contract period, all funds through this contract, except for Title IIID must be properly matched.

2. Management and Use of Service Dollars and Continuity of Service:

- a. The Provider is expected to spend all funds provided by the Alliance for the purpose specified in this contract. The Provider must manage the service dollars in such a manner so as to avoid having a surplus of funds at the end of the contract period. If the Alliance determines that the Provider is not maximizing available funding, the Alliance, in accordance with its Surplus/Deficit Fiscal policies, may transfer funds to other Providers and/or adjust subsequent funding allocations accordingly.
- b. The Provider shall ensure that contract services will be provided until the end of the contract period. In order to enable the Provider to better manage the services under this contract and to maximize the use of available resources, the Alliance has established a spending authority as identified in Budget Summary, Attachment VII. The Provider is responsible for managing the spending authority so that a continuity of service can be maintained for the maximum number of consumers. The Provider agrees to assume responsibility for any contractual deficit that may be incurred.

3. Consumer Contributions

Consumer contributions are to be used under the following terms:

- a. The Provider assures compliance with Section 315 of the OAA as amended in 2006, in regard to consumer contributions;
- b. Voluntary contributions are not to be used for cost sharing or matching;
- c. Accumulated voluntary contributions are to be used prior to requesting federal reimbursement; and
- d. Voluntary contributions are to be used only to expand services.

4. Budget Summary:

The Alliance has established a spending authority based on services and rate detailed in the SPA and the Budget Summary, Attachment VII and any revisions thereto approved by the Alliance. Any changes in the total amounts of the funds identified on the Budget Summary require a contract amendment.

B. Remedies for Nonconforming Services

1. The Provider shall ensure that all goods and/or services provided under this contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Provider fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. The Provider's signature on the request for payment form certifies maintenance of supporting documentation and acknowledgement that the Provider shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Alliance requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.
3. The Alliance will pass through to the provider any financial consequences imposed by the Department on the Alliance should the provider be at fault and/or cause for the imposed financial consequence. Any passthrough financial consequences will be withheld by reduction of payment and will levy against the provider for the following:
 - a. Delivery of services to eligible clients as referenced in Attachment I, Section II of this contract – Failure to comply with established assessment and prioritization criteria as evidenced by eCRITS reports.
 - b. Services and units of services as referenced in Attachment I, Section II of this contract – Failure to provider services in accordance with the current DEOA Handbook
 - c. Administrative duties as referenced in Attachment I, Section II of this contract – Failure to perform management and oversight of the program operations.

C. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Provider or any Subcontractors and referred to a governmental or investigatory agency must be sent to the Alliance which will in turn forward the information to the Department. If the Alliance has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Alliance shall notify the Inspector General at the Department

immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Provider or Subcontractors, must be sent to the Alliance which will in turn send the material to the Department's Inspector General with a summary of the investigation and allegations.

D. Volunteers

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

E. Use of Service Dollars and Management of Assessed Priority Consumer List

The Provider is expected to spend all federal, state, and other funds provided by the Alliance for the purpose specified in the contract. The Provider must manage the service dollars in such a manner so as to avoid having a surplus of funds at the end of the contract period, for each program managed by the Provider. The Provider understands and agrees to the reallocation of funding as described in Attachment I, Section II.E.3. of this contract.

F. Investigation of Criminal Allegations

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

G. Rate Increase Thresholds

Rates may only increase from one contract year to the next at a rate consistent with the annual rate of inflation in the Consumer Price Index (CPI) percentage change for all items as determined by the Bureau of Labor Statistics for the 12-months prior to the Department's required Area Plan submission date. See <https://www.bls.gov/charts/consumer-price-index/consumer-price-index-by-category.htm#>

In order to receive the rate increase:

1. The Provider must submit a written request to receive a rate increase as described in the previous paragraph. The written request must be received no later than September 15 for the new rate beginning in the following contract year.
2. Should the requested rate increase exceed 5% of the current year's rate, the Provider must provide:
 - a. A detailed written justification describing the reason(s) for the interim rate adjustment. This explanation shall include a detailed assessment of potential organizational and client impact. The written justification shall provide sufficient detail for the Alliance to review, identifying the service or commodity component(s) that are increasing Provider costs;
 - b. Supporting documentation for the written justification;
 - c. A current rate and a requested rate unit cost methodology;
 - d. A simplified Unit Cost Methodology
3. Note: All rate increase thresholds mentioned in the above language is cumulative from rate at the time of contract execution.

**ATTACHMENT II
FINANCIAL AND COMPLIANCE AUDIT**

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

I. MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

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

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

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

PART II: STATE FUNDED

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

In the event that the Provider expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Provider (for fiscal years ending September 30, 2004 or thereafter), the Provider must have a State single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 2 to this agreement indicates state financial assistance awarded through the Alliance by this agreement. In determining the state financial assistance expended in its fiscal year, the Provider 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 I, the Provider shall ensure that the audit complies with the requirements of s. 215.97(8), F.S. This includes submission of a financial reporting package as defined by s. 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

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

II. PART III: REPORT SUBMISSION

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

The Alliance at each of the following addresses:

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

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

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

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

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

The Provider shall submit a copy of any management letter issued by the auditor, to the Florida Department of Elder Affairs, via the Alliance, at the following address:

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

Additionally, copies of financial reporting packages required by this contract's Financial Compliance Audit Attachment, Part II shall be submitted by or on behalf of the Provider directly to each of the following:

The Florida Department of Elder Affairs, via the Alliance, at the following address:

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

The Auditor General's Office at the following address:

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

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

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

PART IV: RECORD RETENTION

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

**ATTACHMENT II
FINANCIAL, AND COMPLIANCE AUDIT ATTACHMENT
EXHIBIT 1**

PART 1: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part §200.500, and/or s. 215.97, F.S.. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit I is met. Providers who have been determined to be vendors are not subject to the and it requirements of 2 CFR Part §200.38, and/or s. 215.97, F.S. Regardless of whether the audit requirements are met, Providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part §200 and/or Rule 691-5.006, F.A.C., Contractor has been determined to be:

- Vendor not subject to 2 CFR Part §200.38 and/or s. 215.97, F.S.
- Recipient/subrecipient subject to 2 CFR Part §200.86 and §200.93 and/or s. 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 Provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the Alliance to subcontract, they must comply with s. 215.97(7), F.S., and Rule 69I-.5006, F.A.C. [state financial assistance] and 2 CFR Part §200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR Part §200.416- Cost Principles*
- 2 CFR Part §200.201- Administrative Requirements**
- 2 CFR Part §200.500- Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR Part §200.400-.411- Cost Principles*
- 2 CFR Part §200.100 -Administrative Requirements
- 2 CFR Part §200.500- Audit Requirements Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

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

2 CFR Part §200.418- Cost Principles*
2 CFR Part §200.100- Administrative Requirements
2 CFR Part §200.500 -Audit Requirements Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

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

**For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 80.

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

Section 215.97, Fla. Stat.
Chapter 691-5, 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 II
FINANCIAL, AND COMPLIANCE AUDIT ATTACHMENT
EXHIBIT 2-FUNDING SUMMARY**

Note: Title 2 CFR § 200.331, as revised, and s. 215.97, F.S., require that information about Federal Programs and State Projects included in ATTACHMENT II, Exhibit 1 be provided to the recipient. Information contained is a prediction of funding sources and related amounts based on the contract budget.

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Title IIIB – Support Services	U.S. Health and Human Services	93.044	\$XXX,XXX.XX
Older Americans Act Title IIIC1 – Congregate Meals	U.S. Health and Human Services	93.045	\$XX,XXX.XX
Older Americans Act Title IIIC2 – Home Delivered Meals	U.S. Health and Human Services	93.045	
Older Americans Act Title IIID	U.S. Health and Human Services	93.043	
Older Americans Act Title IIIE – Caregiver Support Services Title IIIEG – Caregiver Support Services Title III ES – Caregiver Support Services	U.S. Health and Human Services	93.052	
Older Americans Act Nutrition Services Incentive Program	U.S. Health and Human Services	93.053	\$XX,XXX.XX
TOTAL FEDERAL AWARD			\$ XX,XXX.XX

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

FEDERAL FUNDS:

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL AWARD			

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

STATE FINANCIAL ASSISTANCE:

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

CERTIFICATIONS AND ASSURANCES

DOEA will not award this Contract unless the Provider completes these CERTIFICATIONS AND ASSURANCES in performance of this contract. The Provider provides the following certifications and assurances:

- A. **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
 - 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 Contracts, 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 Provider certifies to the best of its knowledge and belief, that it and its principals:

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

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

- B. CERTIFICATION REGARDING LOBBYING - CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.**

The undersigned Provider 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 employee 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, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin , be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the

end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which 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.

Providers also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I - financially assisted program or activity, and to all contracts, Provider makes to carry out the WIA Title I - financially assisted program or activity. Provider understands that DOEA 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, vendors, 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.

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

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

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

As a condition of the Contract, Provider 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. 111-24 2), 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, vendors, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

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

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of Section 287.135, F.S., Provider hereby certifies that it is not participating in a boycott of Israel, 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. Both lists are created pursuant to Section 215.473, F.S.

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

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

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

1. The Provider 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 contract 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 Provider, subcontractors, vendors, or any outside entity on which the Provider 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, Provider 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 Provider (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 Provider 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 Provider and any subcontractors and/or vendors 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 Florida Department of Elder Affairs, Provider 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 the Provider during the contract term to perform employment duties pursuant to this contract and that any subcontracts include an express requirement that subcontractors and/or vendors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor and/or vendor during the entire contract term.

The Provider shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all subcontractors and/or vendors 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 Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

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

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701(4), F.S., and the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

a. Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts

executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

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.

Additionally, I certify this organization does ___ does not ___ provide for institutional memberships.

Provider's signature below attests that records pertaining to the dues or membership application by the Alliance and the Department are available for inspection as stated above.

By execution of this contract, Provider must include these provisions in all related subcontract agreements (if applicable).

By execution of this contract, Provider must include these provisions (A-J) in all related subcontract agreements (if applicable).

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

Signature and Title of authorized Representative

123 Main St

Street Address

Provider Name

Date

Miami, FL 33XXX

City, State, Zip code

ASSURANCES—NON-CONSTRUCTION PROGRAMS

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 501-1508 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 \$10,000.00 or more.

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION XXXXXXXXXXXXXXXXX, INC.	DATE SUBMITTED

CONTRACT BUDGET SUMMARY BY SERVICE AND TITLE

ATTACHMENT VII

eCIRTS SUMMARY FOR THE AGENCY

Services to be Provided	Service Unit Rate	Maximum Units of Service	Maximum Dollars
Recreation IIIB	\$ 8.00	2,940	\$ 23,516.32
Transportation IIIB	\$ 6.99	15,487	\$ 108,252.62
Home Delivered Meals IIIB	\$ 5.15	100	\$ 515.00
Telephone Reassurance CV IIIB	\$ 27.37	2,192	\$ 60,000.00
Shopping Assistance CV IIIB	\$ 30.90	647	\$ 20,000.00
Congregate Meals C1	\$ 5.37	11,351	\$ 60,954.43
Congregate Meals MLTC C1	\$ 5.37		
Congregate Meals Guest C1	\$ 5.37		
Congregate Meals Volunteer C1	\$ 5.37		
Congregate Meals (CHM) C1	\$ 5.15	10	\$ 51.50
Emergency Congregate Meals C1	\$ 4.75	149	\$ 709.94
Congregate Meals Screening C1	\$ 20.00	37	\$ 749.36
Nutrition Counseling C1	\$ 49.84	2	\$ 120.28
Nutrition Education C1	\$ 1.00	108	\$ 107.51
Home Delivered Meals C1	\$ 5.15	10	\$ 51.50
Telephone Reassurance CV C1	\$ 27.37	4	\$ 100.00
Shopping Assistance CV C1	\$ 30.90	3	\$ 100.00
NSIP	\$ 0.72	107,210	\$ 77,191.29
TOTAL			\$ 352,419.75

ATTACHMENT VIII

**OLDER AMERICANS ACT CONTRACT REPORT CALENDAR
ADVANCE BASIS CONTRACT**

Report Number	Based On	Submit to Alliance On This Date
1	January Advance*	January 6
2	February Advance*	January 6
3	January Expenditure Report	February 6
4	February Expenditure Report	March 6
5	March Expenditure Report	April 6
6	April Expenditure Report	May 6
7	May Expenditure Report	June 6
8	June Expenditure Report	July 6
9	July Expenditure Report	August 6
10	August Expenditure Report	September 6
11	September Expenditure Report	October 6
12	October Expenditure Report	November 6
13	November Expenditure Report	December 6
14	December Expenditure Report	January 6
15	Final Expenditure and Close Out Report	January 31

Legend: * Advance based on projected cash need.

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

Note # 2: Report numbers 5 through 14 shall reflect an adjustment of one-tenth of the total advance amount, on each of the reports, repaying advances issued the first two months of the agreement. The adjustment shall be recorded in Part C, 1 of the report (ATTACHMENT IX).

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

ATTACHMENT IX

**REQUEST FOR PAYMENT
FORM 106
OLDER AMERICANS ACT / NSIP**

PROVIDER NAME, ADDRESS, PHONE & FED ID NUMBER Provider Name: <input style="width:100%;" type="text"/> Provider Address: <input style="width:100%;" type="text"/> Provider Telephone: <input style="width:100%;" type="text"/>	TYPE OF REPORT: <input type="checkbox"/> Advance <input style="width:50px;" type="text"/> <input type="checkbox"/> Reimbursement <input style="width:50px;" type="text"/>	Contract #: <input style="width:100%;" type="text"/> Contract Period: <input style="width:100%;" type="text"/> Report Period: <input style="width:100%;" type="text"/> REPORT #: <input style="width:100%;" type="text"/>
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CERTIFICATION: I hereby certify to the best of my knowledge that this request conforms with the terms and the purposes set forth in the above contract.

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

BUDGET SUMMARY	IIIB	IIIC1	IIIC2	IIID	IIIE	NSIP	TOTAL
Approved Contract Amount	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Previous Month YTD Billed	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Prior Month Ending Contract Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Current Month Amount Billed	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Less Current Month Adv Payback	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contracted Funds Requested for Month	0.00	0.00	0.00	0.00	0.00	0.00	0.00

PSA #11 OAA NSIP Forms, Revised October 2019

**RECEIPTS & UNIT COST REPORT
OAA SubTitle IIIB**

PROVIDER NAME, ADDRESS, PHONE# and FEID# 0 0 0 0	FUNDING SOURCE <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>OAA III-B</td><td align="center">X</td></tr> <tr><td>OAA III-C1</td><td></td></tr> <tr><td>OAA III-C2</td><td></td></tr> <tr><td>OAA III-D</td><td></td></tr> <tr><td>OAA III-E</td><td></td></tr> </table>	OAA III-B	X	OAA III-C1		OAA III-C2		OAA III-D		OAA III-E		THIS REPORT PERIOD: Report Period: 0 Contract Period: 0 Contract #: 0 REPORT #: 0 PSA #11
OAA III-B	X											
OAA III-C1												
OAA III-C2												
OAA III-D												
OAA III-E												
CERTIFICATION: I certify to the best of my knowledge and belief that this report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units/unduplicated clients' report is correct.												
Prepared by: _____ Date: _____ Appr _____ Approved by: _____ Date: _____												
INCOME/RECEIPTS	A. Approved Budget	B. Actual Total Billing for this report	C. Total Billing Year to Date	D. % of Approved Budget #DIV/0!								
Federal Funds	-	\$ -	\$ -		Prior Mo. Receipts YTD <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>							
Program Income												
Cash Match (IIIB, C1, C2, IIIE)												
SUBTOTAL: Cash Receipts		\$ -	\$ -									
Local In-Kind match	\$0.00		\$ -	#DIV/0!								
TOTAL RECEIPTS	\$0.00	\$ -	\$ -	#DIV/0!								
Billable Unit Cost Report												
(A) Services	(B) Contract Amount	(C) Billable Units	(D) Unit Rate	(E) Amount Earned This Period	(F) Y-T-D Billable Units	(G) Y-T-D Billable Cost	(A) Current Month Undup Clients Served	(B) Y-T-D Undup Clients Served	Prior YTD units	Prior YTD \$		
				\$ -	-	\$ -						
				\$ -	-	\$ -						
				\$ -	-	\$ -						
				\$ -	-	\$ -						
				\$ -	-	\$ -						
				\$ -	-	\$ -						
MATE			Cost Reimb.	\$ -	-	\$ -						
HOIM			Cost Reimb.	\$ -	-	\$ -						
SCSM			Cost Reimb.	\$ -	-	\$ -						
Total	\$ -			\$ -		\$ -			\$ -			

PSA #11 OAA NSIP Forms, Revised October 2019

**RECEIPTS AND EXPENDITURE REPORT
NSIP**

PROVIDER NAME, ADDRESS, PHONE# 0 0 0 0	PROGRAM FUNDING SOURCE : NSIP	Contract #:	0
		Contract Period:	0
		Report Period	0
		REPORT #:	0

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

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

EXPENDITURE COMPUTATION	CURRENT MONTH		YEAR TO DATE		PREVIOUS YTD UNITS	
	CONGREGATE	HOME DELIVERED	CONGREGATE	HOME DELIVERED	CONGREGATE	HOME DELIVERED
OAA Funded Meals UNITS	0	0	0	0	0	0
LSP Funded Meals UNITS	0	0	0	0	0	0
NDP Funded Meals UNITS	0	0	0	0	0	0
Total Funded Meals UNITS	0	0	0	0	0	0
Line 1 Times \$.72 cents per Meal	\$0.00	\$0.00	\$0.00	\$0.00		
	MTD Total Meals	0	YTD Total Meals	0		
	MTD Total Expenditures	\$0.00	YTD Total Expenditures	\$0.00		

CONTRACT SUMMARY	
Approved Contract Amount	\$0.00
Actual Expenditures for this Report	\$0.00
Total Expenditures Year to Date	\$0.00
Contract Balance	\$0.00

PSA/PROVIDER MONTHLY MEALS REPORT

PSA Number	11
Month of Report	0
Number of days served this month	

Total number of meals, regardless of funding source, served to:

- all persons 60 years of age or older and their spouses, regardless of age
- volunteers, regardless of age, who provider services during meal hours on a Regular basis
- handicapped or disabled individuals residing in housing facilities occupied primarily by elderly at which congregate meal services were provider during the month.

Provider Name	Congregate Meals	Home-Delivery Meals	Total
0	0	0	0
TOTAL:	0	0	0

I certify that the above information is accurate and complete to the best of my knowledge.

Signature: _____ Title: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

CIVIL RIGHTS
COMPLIANCE
CHECKLIST

Program/Facility Name: XXXXXXXXXXXXX, Inc.		County: Dade
Address		Completed By
City, State, Zip Code	Date	Telephone

PART I.

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

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

2. POPULATION OF AREA SERVED. Source of data:

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

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

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

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

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 NA or NO, explain.

NA YES NO

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

NA YES NO

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

NA YES NO

9. 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? NA__ YES__ NO__ If NA or NO, explain.

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

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

12. Are employees, applicants and participants informed of their protection against discrimination? If yes, how? Verbal Written Poster If NA or NO, explain.

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

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

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

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

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

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

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

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

PART IV

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

20. Do you have a written affirmative action plan? YES__ NO__ If NO, explain.

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

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - Modify policies and practices that do not meet Section 504 requirements.
 - Take remedial steps to eliminate any discrimination that has been identified.
 - Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d).
21. Programs/facilities with 50 or more employees and \$50,000 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

DEPARTMENT OF ELDER AFFAIRS

BACKGROUND SCREENING

ATTESTATION OF COMPLIANCE - EMPLOYER

AUTHORITY: ALL EMPLOYERS are required to annually submit this form attesting to compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes.

The term “employer” means any person or entity required by law to conduct background screenings, 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 areas, funds, personal property, or personal identification information as defined in s. 817.568. The term also includes, but is not limited to, the administrator or a similarly titled person who is responsible for the day-to-day operations of the provider, the financial officer or similarly titled person who is responsible for the financial operations of the provider, coordinators, managers, and supervisors of residential facilities, and volunteers, and any other person seeking employment with a provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, financial matters, legal matters, personal property, or living areas.” § 430.0402(1)(b), Fla. Stat. (2023).

ATTESTATION

As the duly authorized representative of: _____
(Name of Employer)

Located at _____
Street address City State Zip Code

Under penalty of perjury, I, _____
(Name of Representative)

hereby swear or affirm that the above-named employer is in compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes, regarding level 2 background screening.

Signature of Representative _____
Date

DOEA Form 235, Attestation of Compliance - Employer, Effective July 1, 2023, F.S.
Form available at: <https://elderaffairs.org/about-us/background-screening/background-screening-clearinghouse-training-accessing-the-clearinghouse/>
1

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

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

1.0 Background.

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

The parties therefore agree as follows:

- 2.0 **Definitions.** For purposes of this agreement, the following definitions apply:
- 2.1 **Access.** The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.
- 2.2 **Administrative Safeguards.** The administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic Protected Health Information (ePHI) and to manage the conduct of the covered entity’s workforce in relation to the protection of that information.
- 2.3 **ARRA.** The American Recovery and Reinvestment Act (2009)
- 2.4 **Authentication.** The corroboration that a person is the one claimed.
- 2.5 **Availability.** The property that data or information is accessible and useable upon demand by an authorized person.
- 2.6 **Breach.** The unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.
- 2.7 **Compromises the Security.** Posing a significant risk of financial, reputational, or other harm to individuals.
- 2.8 **Confidentiality.** The property that data or information is not made available or disclosed to unauthorized persons or processes.
- 2.9 **Electronic Protected Health Information (ePHI).** Health information as specified in 45 CFR §160.103(1)(i) or (1)(ii), limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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

3.0. Obligations and Activities of Business Associate.

- 3.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this agreement or as Required by Law.
- 3.2 Business Associate agrees to:
 - (a) Implement policies and procedures to prevent, detect, contain and correct Security violations in accordance with 45 CFR § 164.306;

- (b) Prevent use or disclosure of the PHI other than as provided for by this Agreement or as required by law;
 - (c) Reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity; and
 - (d) Comply with the Security Rule requirements including the Administrative Safeguards, Physical Safeguards, Technical Safeguards, and policies and procedures and documentation requirements set forth in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.
- 3.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- 3.4 Business Associate agrees to promptly report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware. This includes any requests for inspection, copying or amendment of such information and including any security incident involving PHI.
- 3.5 Business Associate agrees to notify Covered Entity without unreasonable delay of any security breach pertaining to:
- (a) Identification of any individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such security breach; and
 - (b) All information required for the *Notice to the Secretary of HHS of Breach of Unsecured Protected Health Information*.
- 3.6 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 3.7 If Business Associate has PHI in a Designated Record Set:
- (a) Business Associate agrees to provide access, at the request of Covered Entity during regular business hours, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR §164.524; and
 - (b) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual within 10 business days of receiving the request.
- 3.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity or to the Secretary upon request of either party for purposes of determining Covered Entity's compliance with the Privacy Rule.
- 3.9 Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- 3.10 Business Associate agrees to provide to Covered Entity or an individual, upon request, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and ARRA § 13404.
- 3.11 Business Associate specifically agrees to use security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in electronic or any other form, that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- 3.12 Business Associate agrees to implement security measures to secure passwords used to access ePHI that it accesses, maintains, or transmits as part of this Agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

3.13 Business Associate agrees to implement security measures to safeguard ePHI that it accesses, maintains, or transmits as part of this agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

3.14 Business Associate agrees to comply with:

- (a) ARRA § 13404 (Application of Knowledge Elements Associated with Contracts);
- (b) ARRA § 13405 (Restrictions on Certain Disclosures and Sales of Health Information); and
- (c) ARRA § 13406 (Conditions on Certain Contacts as Part of Health Care Operations).

4.0 Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in this Agreement or any related agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in any and all contracts with Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

5.0 Specific Use and Disclosure Provisions.

5.1 Except as otherwise limited in this agreement or any related agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

5.2 Except as otherwise limited in this agreement or any related agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5.3 Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B), only when specifically authorized by Covered Entity.

5.4 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

6.0 Obligations of Covered Entity.

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

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

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

8.0 Effective Date and Termination.

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

- (a) These Business Associate Agreement provisions, with the exception of the electronic security provisions and the provisions mandated by ARRA, HITECH and Part I shall be effective upon the later of April 14, 2003, or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI;
- (b) The electronic security provisions hereof shall be effective the later of April 21, 2005 or the effective date of the earliest contract entered into between Business Associate and Covered Entity that involves the use of PHI; and
- (c) Provisions hereof mandated by ARRA, HITECH and/or Part I shall be effective the later of February 17, 2010 or the effective date of the earliest contract entered into between covered entity and business associate that involves the use of PHI or ePHI.

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

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (b) Immediately terminate this agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

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

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

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

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

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

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

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

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

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

To Business Associate: PROVIDE NAME
ADDRESS LINE 1
ADDRESS LINE 2

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

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

Covered Entity: Alliance for Aging, Inc.

By: _____
(signature)

Date: _____

Business Associate: PROVIDER NAME

By: _____
(signature)

Date: _____

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

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

- A. Perform ADRC outsourced functions in accordance with the Alliance’s policies and procedures.
 - i. Policies and Procedures for Outsourced Function-Screening
 - ii. Policies and Procedures for Outsourced Function-Triage
 - iii. Policies and Procedures for Activation from Waitlist- Client Services
 - iv. Policies and Procedures for Termination from Waitlist- Client Services
- B. Maintain wait lists in eCIRTS in accordance with DOEA requirements.
- C. Adhere to prioritization and targeting policy as set forth in the Handbook, as applicable.
- D. Ensure the Provider’s Disaster Plan reflects ADRC Outsourced Functions, annually or as needed to incorporate ADRC outsourced functions.
- E. Ensure against conflicts of interest and inappropriate self-referrals by referring consumers in need of options counseling or long-term care services beyond the provider’s scope of services to the Aging and Disability Resource Center.
- F. Ensure that services provided are in the clients’ best interest, are the most cost effective, of high quality, and are responsive and appropriate to the assessed needs.

The Assessed Priority Consumer List (APCL) is maintained when services funded by the department are not available. Contracted Providers of registered services for Local Services Program (LSP) and Older Americans Act (OAA) must maintain waiting lists in the eCIRTS database for registered services when funding is not available.

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

Creation Date: March 5, 2008
Revision Date: October 2019
Review Date: November 2023

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

Policy: To obtain necessary information from clients in order to assist in determining level of need and eligibility for registered services funded through OAA and LSP programs.

Procedure:

1. Providers will collect information from callers and conduct a 701S assessment. Alternatively, if a 701A(B) assessment already exists or is provided from another Provider the information from the 701B can be utilized.
2. The Provider will determine the services needed and the appropriate funding source(s) that provides the needed services.

If the caller is in need of a service(s) that is not provided by the Provider, the Provider will refer caller to the ADRC Elder Helpline, as well as, to other contracted Providers and community organizations.

3. The caller will be provided with general information regarding the ADRC as well as the ADRC Elder Helpline contact number.
4. The caller will be informed of the services and funding sources that they are being placed on the wait list for in eCIRTS.
5. For non-case managed programs, the Provider will create a client record in eCIRTS (if there is no existing record) and enter the services needed for the caller by funding source and service. [If there is an existing record in eCIRTS, the appropriate fields will be updated].
6. If the Provider determines that the caller may qualify for more than one program for which the Provider is funded, the Provider is encouraged to enter the appropriate information under multiple funding sources. [If there is an existing client record in eCIRTS, the client record in eCIRTS will be updated with appropriate information].
7. The Provider will inform caller that they will receive an annual re-assessment based on DOEA Wait List Reassessment Standards and encourage caller to contact the ADRC Elder Helpline with any questions.

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

Creation Date: March 5, 2008
Revision Date: October 2019
Review Date: November 2023

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

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

Procedure:

1. The Provider will conduct annual reassessments based on DOEA Wait List Reassessment Standards.
2. If there is no current 701A or B in eCIRTS, the Provider will conduct the annual reassessment (701s) as appropriate. Based on the information provided via the 701S/A(B) assessment, the Provider will update the client information in eCIRTS specifically as it pertains to level of need for services by funding source.
3. The Provider will ensure that the eCIRTS prioritization score is accurately maintained, according to DOEA Standards. If a significant change has occurred prior to the annual re-screening, the Provider must re-screen. Definitions and examples of significant change are documented in the DOEA Programs & Services Manual Chapter 2.
4. If the caller is in need of a service(s) that is not provided by the Provider, the Provider will refer caller to the ADRC Elder Helpline, as well as, to other contracted Providers and community organizations. The caller will be informed of the services and funding sources that the wait list for and/or have been removed from the wait list for.
5. The Provider will remind client of the ADRC Elder Help Line contact number and to contact the ADRC Elder Help Line with any questions or concerns.
6. As funding becomes available, the Provider will run the eCIRTS Prioritization Report and activate clients according to DOEA Standards (refer to ADRC Client Activation Policies and Procedures). The Contracted Provider will apply targeting criteria, as appropriate, to prioritized clients to ensure activations meet programmatic requirements.

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

Creation Date: March 5, 2008
Revision Date: October 2019
Review Date: November 2023

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

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

Procedure:

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

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

Creation Date: March 5, 2008
Revision Date: October 2019
Review Date: November 2023

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

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

Procedure:

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

CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES (CMBE FORM)

CMBE FORM MUST ACCOMPANY INVOICES SUBMITTED TO ALLIANCE

PROVIDER: _____

CONTRACT NUMBER: _____

***REPORTING PERIOD-FROM:** _____ **TO:** _____

***(DATE RANGE OF RENDERED SERVICES, MUST MATCH INVOICE SUBMITTED)**

REPORT ALL EXPENDITURES MADE TO CERTIFIED MINORITY BUSINESS SUBCONTRACTORS

CONTACT DOEA CMBE COORDINATOR FOR ANY QUESTIONS, AT 850-414-2153.

<u>SUBCONTRACTOR NAME</u>	<u>SUBCONTRACTOR'S FEID</u>	<u>CMBE</u>	<u>EXPENDITURES</u>

DOEA USE ONLY -- REPORTING ENTITY (DIVISION, OFFICE, ETC)
 SEND COMPLETED FORMS VIA INTEROFFICE MAIL TO: JUSTIN TAYLOR
 CMBE COORDINATOR, CONTRACT ADMINISTRATION & PURCHASING, TALLAHASSEE, FLORIDA 32399-7000

If unsure if subcontractor is a certified minority supplier, click on the hyperlink below. Enter the name of the supplier, click "search". Only Certified Minority Business Entities will be displayed.

<https://osd.dms.myflorida.com/directories>

INSTRUCTIONS

- (A) Enter the Provider name as it appears on your Alliance contract.
- (B) Enter the Alliance contract number.
- (C) Enter the service period matching the current invoice's service period.
- (D) Enter all certified minority business expenditures for the time period covered by the invoice:
 - 1. Enter certified minority business name.
 - 2. Enter the certified minority business FEID number.
 - 3. Enter the certified minority business CMBE number.
 - 4. Enter the amount expended with the certified minority business for the time period covered by the invoice.
- (E) CMBE be form must accompany invoice submitted to the Alliance for processing.

APPENDIX II

Notice of Intent to Submit an Application for Older Americans Act Program Funding

Date: _____

Organization Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

** E-Mail Address: _____

**** Note:** Email address is required as the Alliance will use this email address to send a link to access where to electronically submit the application when completed. Without this link, you will not be able to submit the application

This Notice of Intent to Submit a Proposal must be submitted for an application to be considered. Additionally, only services identified in this Notice of Intent will be considered in the Service Provider Application.

On the below charts, the prospective applicants **must** denote which Titles, Services, and Regions they intend to offer.

The County, Titles, Regions, Regional Areas, or County Wide service delivery areas, and the services offered through this RFP are in grids on pages two (2) and three (3) of this Notice of Intent. All services only for Miami-Dade County are on page two (2). All services only for Monroe County are on page three (3). Services that must be bid on to serve both counties are on page three (3)

- Identify which page for the county(s) you are intending to serve through the RFP application.
- Within the selected county, identify which Title(s) the service(s) you are intending to provide through this RFP application
- Within the selected Title(s), identify which service(s) you are intending to provide through this RFP application.
- Place an "X" in the appropriate County(s), Title(s), and Service(s) you are intending to provide through this application.

Note: Certain Services must be bid on for all regions within a county. Those services that must be bid on for all regions within a county are marked as "County Wide". Certain Services must be bid on for Regional Areas. Certain Services must be bid on to serve both Miami-Dade and Monroe Counties. Those services are identified under the "Combined Miami-Dade and Monroe Counties" section on page three (3). All services you are intending to provide through this RFP application must have an "X" in the corresponding section on pages two (2) and three (3) of this Notice of Intent. All three pages of this Notice of Intent must be returned by the date as stipulated in the Calendar of Events in the RFP.

MIAMI-DADE

Title IIIB by Region

SERVICE	REGION A	REGION B	REGION C	REGION D	REGION E	REGION F
Adult Day Care						
In-Home Bundle						
Recreation						
Technology						
Transportation						

Title IIIB County Wide

SERVICE	County Wide
Chore Bundle	
Education/Training	
Gerontological Counseling	
Mental Health Counseling	
Emergency Alert Response Bundle	
Material Aid / Housing Improvement Bundle	
Specialized Medical Equipment, Services, & Supplies	

Title IIIC1 County Wide

SERVICE	County Wide
Kosher Congregate Meals Bundle	

Title IIIC2 County Wide

SERVICE	County Wide
Kosher Home Delivered Melas Bundle	

Title IIIC1 by Region

SERVICE	REGION A	REGION B	REGION C	REGION D	REGION E	REGION F
Congregate Meals Bundle						

Title IIIC2 by Region

SERVICE	REGION A	REGION B	REGION C	REGION D	REGION E	REGION F
Home Delivered Meals Bundle - Hot						
Home Delivered Meals Bundle - Frozen						

Title IIID by Regional Area

SERVICE	REGIONAL AREA A,B,D	REGIONAL AREA C,E,F
A Matter of Balance		
Un Asunto de Equilibrio		
Bingosize (English & Spanish)		
Enhanced Fitness (English)		
Enhanced Fitness (Spanish)		
Arthritis Foundation Tai Chi (English & Spanish)		
Tai Chi / Tai Ji Quan Moving for Better Balance (English & Spanish)		
Diabetes Self-Management		
Programa de Manejo Personal de la Diabetes		
Chronic Disease Self-Management		
Tomando Control de su Salud		
Walk Waith Ease (English and Spanish)		
Fir & Strong (English & Spanish)		
Savvy Caregiver (English)		
Savvy Caregiver (Spanish)		

Title IIIE by Region

SERVICE	REGION A	REGION B	REGION C	REGION D	REGION E	REGION F
Adult Day Care						
Respite Services – In Home						
Respite Services - Facility						

Title IIIES County Wide

Service	County Wide
Chore Bundle	
Material Aid / Housing Improvement Bundle	
Specialized Medical Equipment, Services, & Supplies	

Title IIIEG County Wide

Service	County Wide
Grandparents Bundle	

MONROE

Title IIIB by Region

SERVICE	REGION A	REGION B
In-Home Bundle		
Recreation		
Technology		

Title IIIB County Wide

SERVICE	County Wide
Chore Bundle	
Mental Health Counseling	
Specialized Medical Equipment, Services, & Supplies	

Title IIIC1 by Region

SERVICE	REGION A	REGION B
Congregate Meals Bundle		

Title IIIC2 by Region

SERVICE	REGION A	REGION B
Home Delivered Meals Bundle - Frozen		

Title IIID County Wide

SERVICE	County Wide
A Matter of Balance / Un Asunto de Equilibrio	
Bingosize	
Enhanced Fitness	
Chronic Disease Self-Management / Tomando Control de su Salud	
Savvy Caregiver	

Title IIIE by Region

SERVICE	REGION A	REGION B
Adult Day Care		
Respite Services – In Home		
Respite Services – In Facility		

Title IIIES County Wide

SERVICE	County Wide
Chore Bundle	
Material Aide / Housing Improvement Bundle	
Specialized Medical Equipment, Services, & Supplies	

Title IIIEG County Wide

SERVICE	County Wide
Grandparent Bundle	

=====

COMBINED MIAMI-DADE & MONROE COUNTIES

IIIB County Wide

SERVICE	Both Counties
Legal Services	

Title IIIES

SERVICE	Both Counties
Legal Service	

APPENDIX III

CERTIFICATIONS & ASSURANCES

Applicants must agree to the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In submission of this application, the applicant provides the following certifications and assurances:

- A. **Aging And Disability Resource Center (ADRC) Reporting Assurances**
- B. **eCIRTS Assurances**
- C. **Attestation That Applicant Meets Minimum Qualifications as Listed In The DOEA Program And Services Handbook**
- D. **Debarment and Suspension Certification (29 CFR Part 95 and 2 CFR Part 200)**
- E. **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- F. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- G. **Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- H. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- I. **Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.**
- J. **Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans And Cooperative Agreements**
- I. **Verification of Employment Status Certification**
- J. **Records and Documentation**
- K. **Certification Regarding Inspection of Public Records**

A. AGING AND DISABILITY RESOURCE CENTER (ADRC) REPORTING ASSURANCES

The applicant certifies that if it receives a contract pursuant to this solicitation it will comply with the ADRC reporting requirements as directed by the Alliance.

B. eCIRTS ASSURANCES

The Applicant certifies that if it receives a contract pursuant to this solicitation it will:

1. Comply with the Enterprise Client Information and Registration Tracking System (eCIRTS) reporting requirements as directed by Appendix C of the DOEA Programs and Services Handbook.
2. Ensure the accurate collection and maintenance of client and service information on a monthly basis from the eCIRTS or any such system designated by the AAA. Maintenance includes valid exports and backups of all data and systems according to AAA standards.
3. Enter all required data following DOEA's and AAA eCIRTS Policy Guidelines for clients and services in the eCIRTS database. Data must be entered into eCIRTS before the Contractors submit their request for payment and expenditure reports.
4. Run monthly eCIRTS reports and verify that client and service data in eCIRTS is accurate. This report must be submitted to the AAA with the monthly request for payment and expenditure report and must be reviewed by the AAA before the Contractor's request can be approved by the AAA.
5. Maintain wait lists in eCIRTS in accordance with DOEA requirements.

C. ATTESTATION THAT APPLICANT MEETS MINIMUM QUALIFICATIONS AS LISTED IN THE DOEA PROGRAM AND SERVICES HANDBOOK

The Applicant certifies that it meets the minimum service provider qualifications, as listed in the DOEA Program and Services Handbook, including any licensure requirements, if any, and will comply with the delivery service standards set for each service for which funding is requested. For Nutrition Services, the Applicant also certifies that it will meet the Contract Requirements related to nutrition service vendors as referenced the DOEA Programs & Services Handbook.

To certify please initial after each service being requested in the following table.

A signature at the bottom of these Assurances and Certifications certifies the applicant meets the minimum qualifications as stipulated above.

IIIB SERVICE	Initial
Adult Day Care	
In-Home Bundle	
Recreation	
Technology	
Transportation	
Chore Bundle	
Education/Training	
Gerontological Counseling	
Mental Health Counseling	
Emergency Alert Response Bundle	
Material Aid / Housing Improvement Bundle	
Specialized Medical Equipment, Services, & Supplies	

C1 SERVICE	Initials
Congregate Meals Bundle	
Kosher Congregate Meals Bundle	

C2 SERVICE	Initial I
Home Delivered Meals Bundle - Hot	
Home Delivered Meals Bundle - Frozen	
Kosher Home Delivered Meals Bundle	

IIID SERVICE	Initial
A Matter of Balance	
Un Asunto de Equilibrio	
Bingosize (English & Spanish)	
Enhanced Fitness (English)	
Enhanced Fitness (Spanish)	
Arthritis Foundation Tai Chi (English & Spanish)	
Tai Chi / Tai Ji Quan Moving for Better Balance (English & Spanish)	
Diabetes Self-Management	
Programa de Manejo Personal de la Diabetes	
Chronic Disease Self-Management	
Tomando Control de su Salud	
Walk Waith Ease (English and Spanish)	
Fir & Strong (English & Spanish)	
Savvy Caregiver (English)	
Savvy Caregiver (Spanish)	

IIIE SERVICE	Initial
Adult Day Care	
Respite Services – In Home	
Respite Services - Facility	
Chore Bundle	
Material Aid/Housing Improvement Bundle	
Specialized Medical Equipment, Services, & Supplies	
Grandparents Bundle	

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

The Applicant certifies that it if receives a contract pursuant to this solicitation and to the best of its knowledge and belief that it or its principles:

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

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

The undersigned Applicant 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 potential 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 Providers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when a potential Contract is made or entered into. Submission of this certification is a prerequisite for making or entering into a 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.

F. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

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

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

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

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

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

As a condition of a potential Contract, Applicant 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 sub-contractors shall provide this assurance accordingly.

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

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

If a potential Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Applicant 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.

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

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

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

1. The Applicant and any Subcontractors of services under a potential 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 Applicant, Subcontractors, or any outside entity on which the Applicant 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, Applicant 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 Applicant (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 Applicant 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 Applicant and any Subcontractors of services under a potential 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.

L. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Alliance, Application 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 Applicant during the contract term to perform employment duties pursuant to the 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.

M. RECORDS AND DOCUMENTATION

The Applicant 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 Applicant 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.

N. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of section 9 of this contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701(4), F.S., and the Alliance and/or Department if Elder Affairs is named in the civil action, Applicant 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 Applicant shall require that the language of this certification be included in all sub agreements, 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).

O. ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

In the event the applicant is awarded a contract for the provision of services funded under Title III-B, III-

C1, III-C2, III- D, or III-E of the Older Americans Act Program, the applicant agrees to abide by the terms and conditions specified in this RFP, including, but not limited to, the Sample OAA Contract in Appendix I of this RFP. The applicant will also follow the rules, regulations and guidelines set forth in the Department of Elder Affairs Programs and Services Handbook.

The applicant understands that:

1. Any misstatement of fact in its response to this RFP constitutes cause for the Alliance to terminate any contract that is awarded on the basis of such fact; and,
2. The applicant's response to the RFP will be incorporated by reference and becomes part of any contract awarded on the basis of such response.

P. STATEMENT OF NO INVOLVEMENT

Applicant certifies that no member of this firm or any person having interest in this firm has been awarded a contract by the Alliance for Aging, Inc., on a noncompetitive basis to:

1. Develop this RFP;
2. Perform a feasibility study concerning the scope of work contained in this RFP; or
3. Develop a program similar to what is contained in this RFP.

Q. OAA FEDERAL ASSURANCES

The Applicant certifies that if it receives a contract pursuant to this solicitation:

1. The Applicant will comply with the provisions of 45 CFR 74 and/or 45 CFR 92, 2 CFR Part 200, and other applicable regulations.
2. If the contract is over \$100,000.00, the Applicant shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 2 CFR Part 1500. The Applicant shall report any violations of the above to the AAA.
3. The Applicant, or an agent acting for the Applicant, may not use any funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any State legislature. If the contract provides funding in excess of \$100,000.00, the Applicant must, prior to contract execution, complete a Certification Regarding Lobbying form. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Alliance, prior to payment under this contract.
4. In accordance with Appendix II to 2 CFR 215, the Applicant shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and in Department of Health and Human Services regulations 45 CFR 92, if applicable.
5. A contract that provides funding equal to or in excess of \$25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMS guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Applicant shall comply with these provisions before doing business or entering into a contract to receive federal funds. The Applicant shall complete and sign the CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS prior to the execution of a contract.

6. The Applicant shall not employ an unauthorized alien. The AAA shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324 a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation shall be cause for unilateral cancellation of a contract by the AAA.
7. If the Applicant is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the Applicant must notify the AAA in writing within thirty (30) days of receiving the IRS notice of revocation.
8. The Applicant shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons
9. Unless exempt under 2 CFR Part 170.110(b), the Applicant shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.
10. To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Applicant agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Applicant during the contract term. Applicant shall include in related subcontracts a requirement that such subcontractors performing work or providing services pursuant to this contract utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the contract term. Applicants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

R. PROVIDER QUALIFICATION CERTIFICATIONS

By submitting an application, the applicant certifies that it has read and understands the service requirements as described in the Department of Elder Affairs Program and Services Handbook, for each service for which funding is requested, meets the qualifications to provide each service and will comply with the service requirements as written in the Handbook.

By signing below, the Applicant acknowledges it has completed part C in the above Certification and Assurance and also certifies the representations outlined in parts A through R above are true and correct.

By signing below, the Applicant certifies and agrees to these Certifications and Assurances.

Signature

Date

Title

Agency/Organization

APPENDIX V

**ALLIANCE FOR AGING, INC.
REQUEST FOR PROPOSAL
SERVICE PROVIDER APPLICATION
OAA APPLICATION FOR
FUNDS**

OAA APPLICATION FOR FUNDS
(Please include page numbers below as they appear in the application)

TABLE OF CONTENTS	PAGE
A. PROGRAM MODULE FORMATS	
I.A. Applicant's Summary Information	_____
II.A. General Requirements	_____
1. Consumer Projections, Profile and Targeting	_____
2. Older Americans Act Service Delivery System	_____
A. Service access, delivery and reporting process	_____
B. Ability to increase provider capacity by supplementing OAA funds	_____
C. New approaches/models of service delivery	_____
D. Staff development	_____
E. Leadership and advocacy	_____
3. Quality Assurance	_____
A. External Quality Assurance	_____
B. Internal Evaluation Process	_____
4. Title Specific (As Applicable)	_____
A. Title III-B Offered Services	_____
B. Title III-B Outcome Measures and Standards	_____
C. Title III-C1 Offered Services	_____
D. Title III-C1 Outcome Measures and Standards	_____
E. Title III-C2 Offered Services	_____
F. Title III-C2 Outcome Measures and Standards	_____
G. Title III-D Offered Services	_____
H. Title III-E Offered Services	_____
I. Title III-E Outcome Measures and Standards	_____
III.A. Outreach	_____
IV.A. Applicant's Qualifications and Prior Experience	_____
V.A. Organizational Capability Package	_____
B. CONTRACT MODULE FORMATS	
I.B. Unit Cost Grid by Title	_____
II.B. Match Commitment For	_____

I.A. Applicant's Summary
Information Page

<p>1. PROVIDER INFORMATION: Executive Director: {Name/Address/Phone}</p> <p>Legal Name of Agency:</p> <p>Mailing Address:</p> <p>Telephone Number:]</p>	<p>2. GOVERNING BOARD CHAIR: {Name/Address/Phone}</p> <p>Name of Grantee Agency:</p> <p>3. ADVISORY COUNCIL CHAIR (if applicable): {Name/Address/Phone}</p>
<p>4. TYPE OF AGENCY/ORGANIZATION:</p> <p><input type="checkbox"/> NOT FOR PROFIT <input type="checkbox"/> FOR PROFIT <input type="checkbox"/> PUBLIC OR LOCAL GOVERNMENT</p>	<p>5. <u>Miami-Dade</u> _____ <u>Monroe</u> _____</p> <p><input type="checkbox"/> Region A <input type="checkbox"/> Region B <input type="checkbox"/> Region A <input type="checkbox"/> Region C <input type="checkbox"/> Region D <input type="checkbox"/> Region B <input type="checkbox"/> Region E <input type="checkbox"/> Region F</p>
<p>6. FUNDS REQUESTED IN THIS PARTICULAR PROPOSAL: <input type="checkbox"/> Title III-B <input type="checkbox"/> Title III-C1 <input type="checkbox"/> Title III-C2 <input type="checkbox"/> Title III-D <input type="checkbox"/> Title III-E <input type="checkbox"/> Title III-ES <input type="checkbox"/> Title III-EG</p>	
<p>7. SERVICE(S) OFFERED: Indicate which Couty(s), Title(s), Service(s) and Region(s) you are applying for on the next two pages.</p>	
<p>7. ADDRESS TO MAIL CHECK(S) FOR PAYMENT OF SERVICES:</p>	
<p>9. CERTIFICATION BY AUTHORIZED AGENCY OFFICER:</p> <p>I hereby certify that the contents of this document are true, accurate and complete statements. I acknowledge that intentional misrepresentation or falsification may result in the termination of financial assistance.</p> <p>Name: _____ Signature: _____ Title: _____ Date: _____</p>	

MIAMI-DADE

Title IIIB by Region

SERVICE	REGION A	REGION B	REGION C	REGION D	REGION E	REGION F
Adult Day Care						
In-Home Bundle						
Recreation						
Technology						
Transportation						

Title IIIB County Wide

SERVICE	County Wide
Chore Bundle	
Education/Training	
Gerontological Counseling	
Mental Health Counseling	
Emergency Alert Response Bundle	
Material Aid / Housing Improvement Bundle	
Specialized Medical Equipment, Services, & Supplies	

Title IIIC1 County Wide

SERVICE	County Wide
Kosher Congregate Meals Bundle	

Title IIIC2 County Wide

SERVICE	County Wide
Kosher Home Delivered Melas Bundle	

Title IIIC1 by Region

SERVICE	REGION A	REGION B	REGION C	REGION D	REGION E	REGION F
Congregate Meals Bundle						

Title IIIC2 by Region

SERVICE	REGION A	REGION B	REGION C	REGION D	REGION E	REGION F
Home Delivered Meals Bundle - Hot						
Home Delivered Meals Bundle - Frozen						

Title IIID by Regional Area

SERVICE	REGIONAL AREA A,B,D	REGIONAL AREA C,E,F
A Matter of Balance		
Un Asunto de Equilibrio		
Bingosize (English & Spanish)		
Enhanced Fitness (English)		
Enhanced Fitness (Spanish)		
Arthritis Foundation Tai Chi (English & Spanish)		
Tai Chi / Tai Ji Quan Moving for Better Balance (English & Spanish)		
Diabetes Self-Management		
Programa de Manejo Personal de la Diabetes		
Chronic Disease Self-Management		
Tomando Control de su Salud		
Walk Waith Ease (English and Spanish)		
Fir & Strong (English & Spanish)		
Savvy Caregiver (English)		
Savvy Caregiver (Spanish)		

Title IIIE by Region

SERVICE	REGION A	REGION B	REGION C	REGION D	REGION E	REGION F
Adult Day Care						
Respite Services – In Home						
Respite Services - Facility						

MIAMI DADE CONTINUED

Title IIIES County Wide

Service	County Wide
Chore Bundle	
Material Aid / Housing Improvement Bundle	
Specialized Medical Equipment, Services, & Supplies	

Title IIIEG County Wide

Service	County Wide
Grandparents Bundle	

MONROE

Title IIIB by Region

SERVICE	REGION A	REGION B
In-Home Bundle		
Recreation		
Technology		

Title IIIB County Wide

SERVICE	County Wide
Chore Bundle	
Mental Health Counseling	
Specialized Medical Equipment, Services, & Supplies	

Title IIIC1 by Region

SERVICE	REGION A	REGION B
Congregate Meals Bundle		

Title IIIC2 by Region

SERVICE	REGION A	REGION B
Home Delivered Meals Bundle - Frozen		

Title IIID County Wide

SERVICE	County Wide
A Matter of Balance / Un Asunto de Equilibrio	
Bingosize	
Enhanced Fitness	
Chronic Disease Self-Management / Tomando Control de su Salud	
Savvy Caregiver	

Title IIIE by Region

SERVICE	REGION A	REGION B
Adult Day Care		
Respite Services – In Home		
Respite Services – In Facility		

Title IIIES County Wide

SERVICE	County Wide
Chore Bundle	
Material Aide / Housing Improvement Bundle	
Specialized Medical Equipment, Services, & Supplies	

Title IIIEG County Wide

SERVICE	County Wide
Grandparent Bundle	

COMBINED MIAMI-DADE & MONROE COUNTIES

IIIB

SERVICE	Both Counties
Legal Assistance	

Title IIIES

SERVICE	Both Counties
Legal Assistance	

II.A. General Requirements

1. Consumer Projections, Profile and Targeting

In keeping with the intent of the Older Americans Act, which mandates that services be targeted to those 60 years of age and older in greatest social and economic need, especially low-income minority individuals or individuals socially or geographically isolated the Alliance has established the below projections for service. The total number of consumers served (proposed) is an unduplicated count. The sum of each of the categories could be larger than this total.

	Projected Consumers Served III-B	Projected Consumers Served III-B	Projected Consumers Served III-B	Projected Consumers Served III-B	Projected Consumers Served III-B
Total Number of Consumers Served (proposed)	4,066	8,902	6,287	1,757	454
60+ At Poverty Level or below (\$12,140 single, \$16,460 couple)	705	1,543	1,090	305	79
Low Income Minority <125% Poverty (\$15,175 single, \$20,575 couple)	947	2,074	1,465	409	106
60+ with Mobility & Self Care Limitations	1,018	2,229	1,574	440	114
60+ with Limited English Proficiency	1,393	3,050	2,154	602	156

Table 1. Projected Consumer Profile Summary Under OAA

County	Population 60+	60+ In Poverty	Low Income Minority <125% od Poverty Level	60+ With Mobility & Self Care Limitation	60+ Limited English Proficiency
Miami-Dade	629,531	111,710	150,360	160,750	224,210
Region A	74,914	13,293	17,893	19,129	26,681
Region B	78,691	13,964	18,795	20,094	28,026
Region C	117,093	20,778	27,967	29,900	41,703
Region D	88,134	15,639	21,050	22,505	31,389
Region E	135,979	24,129	32,478	34,722	48,429
Region F	134,720	23,906	32,177	34,401	47,981
Monroe	27,748	2,210	7,784	3,810	970
Region A	15,024	1,197	4,215	2,063	525
Region B	12,724	1,013	3,569	1,747	445
PSA-11	657,279	113,920	158,144	164,560	225,180

Table 2. County Level Data – 2024 Estimates

Older Americans Act Service Delivery System:

Discuss each of the following—to guide your discussion, review the list of objectives listed in section III of this application and DOEA Program and Services Handbook. Please follow the same numbering system provided below.

Any supporting documentation or evidence should be included in the applicant-created “Exhibit File” which shall have its own labeling and table of contents unless stated otherwise.

A. Service access, delivery and reporting process.

1. Explain how your program will:
 - a) Target eligible individuals in the respective region(s);
 - b) Prioritize services to individuals in greatest economic and social need; low-income older individuals; including low-income minority older individuals; older individuals with limited English proficiency; and elder individuals residing in identified region(s); and
 - c) Serve eligible OAA Consumers in the identified region(s).

2. Describe how you will ensure the following processes will comply with the **DOEA Program and Services Handbook and Alliance for Aging Area Plan including annual updates** to:
 - a) Assess for program and service eligibility;
 - b) prioritize service delivery during the screening process to serve most in need;
 - c) coordinate needed services, to include services not provided by your agency; and
 - d) deliver OAA services to targeted Consumers (older persons in greatest economic and social need; low-income older individuals; including low-income minority older individuals; older individuals with limited English proficiency; and elder individuals residing in rural areas).

3. Detail and explain how your agency's systems will successfully:
 - a) determine if a consumer should be referred to the ADRC for other Long-Term Care programs;
 - b) ensure comprehensive and accurate wait list management for registered services in the Enterprise Client Information Registration and Tracking System (eCIRTS);
 - c) provide accurate and timely billing and service reports to the Alliance for Aging ;
 - d) ensure that you do not surplus any funding at the end of each contract period for the proposed region(s).
 - e) allow for timely response to all routine and/or special requests for information and reports. This explanation shall include how the applicant will establish due dates for any subcontractors and vendors to ensure compliance with the Alliance's reporting periods.

4. Acknowledge your requirement to and discuss how you will:
 - a) Ensure sufficient trained and skilled workers are available to provide services to clients in English, Spanish, and Creole;
 - b) Cooperatively respond to requests for assistance for referrals from the Adult Protective System (APS); and
 - c) Coordinate with other Alliance funded agencies to ensure there are no overlapping services.

B. Ability to increase provider capacity by supplementing OAA funds under this RFP.

1. Detail other sources of funding or resources such as local government, philanthropic grants or in-kind contributions that you presently have available and will seek during the contract periods associated with this RFP. Describe recruitment and use of volunteers to supplement/match the funding under this RFP. For each source estimate the dollar amount, including the in-kind value of volunteer time and donations.

2. Describe plans to further develop your agency's financial capacity.

C. New approaches/models of service delivery

1. Discuss how you will strengthen and streamline the aging network's capacity, inspiring innovation, integrating best practices, and building efficiencies to respond to the growing and diversifying aging population.

2. If your plan is to use technology, Explain how you intend to address social isolation and enhance participants' quality of life through the use of Technology. The explanation must describe the specific technological device that you want to implement, how it will address social isolation and enhance their quality of life. The response must also explain how you will designate staff to be responsible for overseeing the program, including the monitoring of Usage Reports, developing quality assurance processes, tracking client satisfaction, assisting participants, and ensuring vendor(s) are abiding by all contract guidelines and requirements.);

D. Staff Development

1. Detail your plans to ensure you have a pool of staff qualified by experience, education and training with sensitivity to culture, religious and language differences and with proper and sufficient program and fiscal accountability. Also include how these activities are funded. Detail plans for:
 - a) staff recruitment, including steps that will be taken to ensure a complete and consistent workforce to perform services under the Older Americans Act, and
 - b) staff pre-service and in-service training. Your plan should include the minimum standards/topics as outlined in Appendix A and Chapter 5 (if applicable) of the DOEA Programs and Services Handbook. Note: Copies of staff training procedures must be maintained and available upon request by the Alliance.
 - c) Employee performance evaluation.

E. Leadership and Advocacy

1. Discuss your leadership and advocacy role for elder issues within the area that you intend to serve.

2. Quality Assurance

- A. External Quality Assurance.** Each provider is required to annually survey a sample of older persons being served annually for each service in order to objectively determine the level of client satisfaction. The information obtained is to be used to improve services and must be made available to the Alliance monitoring staff. Copies of the Consumer Satisfaction policies and procedures must be maintained on file for Alliance review.
1. Consumer Satisfaction --Describe the process and methods that will be followed to:
 - a) Determine annual consumer satisfaction,
 - b) Address consumer concerns and
 - c) Implement needed changes.

 2. Describe the tools you will use to:
 - a) Assess the level of consumer participation and
 - b) Satisfaction with services delivered.

B. Internal Quality Assurance

1. Internal evaluation processes—With regard to the services that you propose to provide, describe the internal methods and management controls to assure:
 - a) The quality of the services,
 - b) The quantity and economy of the services,
 - c) The appropriateness of the services.
 - d) Grant budget management.

2. Unusual Incidents--Describe your written policies and procedures:
 - a) Investigate unusual incidents.
 - b) Document and maintain files of unusual incidents.
 - c) Timely report unusual incidents
 - d) Implement corrective measures if warranted.

3. Title Specific

A. Title III-B Offered Services: The selected services must be consistent with the previously submitted Notice of Intent to Apply submitted by Applicant. Place a check in the box of each supportive service and region that you intend to offer under this RFP.

If the applicant is NOT proposing to provide any of these Title III-B services, then write "N/A" in the following box and skip the rest of this section.

OAA Title III-B Services

MIAMI-DADE COUNTY

SERVICE	REGION A	REGION B	REGION C	REGION D	REGION E	REGION F
Adult Day Care						
In-Home Bundle						
Recreation						
Technology						
Transportation						

SERVICE	County Wide
Chore Bundle	
Education/Training	
Gerontological Counseling	
Mental Health Counseling	
Emergency Alert Response Bundle	
Material Aid / Housing Improvement Bundle	
Specialized Medical Equipment, Services, & Supplies	

OAA Title III-B Services

MONROE COUNTY

SERVICE	REGION A	REGION B
In-Home Bundle		
Recreation		
Technology		

SERVICE	County Wide
Chore Bundle	
Material Aid / Housing Improvement Bundle	
Specialized Medical Equipment, Services, & Supplies	

OAA Title IIIB Services

COMBINED MIAMI-DADE AND MONROE COUNTY

SERVICE	Both Counties
Legal Services	

INTENTION TO SUBCONTRACT FOR SERVICES

Any subcontracts for services under this application must be identified on this form. (attach additional pages if needed):

Service to be Subcontracted	Subcontractor Name	License # (if applicable)

Subcontracting requirements are listed in the DOEA Program and Services Handbook. **By submitting this form, the applicant attests that it has read and understands these requirements.** Execution of any contracts that result from this application is contingent upon satisfactory fulfillment of all subcontracting requirements listed in the Handbook.

Any Subcontracted services requiring a valid permit, license or certificate of use should be inserted as part of the applicant’s Exhibit folder.

If this application is requesting funding for Center Based Services, please provide the following information for each proposed site (attach additional pages if needed):

Center Based Services Facility Site Information

Site Address (Street, number, City, Zip Code)	Region	Capacity	AHCA License #	License Expiration Date	Facility Type
1.					
2.					
3.					
4.					
5.					
6.					

B. Title III-B Outcome Measures and Standards

The next pages list outcome measures and standards that the Alliance has identified for Title III-B funding under this RFP. Using the format provided in the next pages, please describe in sufficient detail the implementation strategies/action steps, outcomes, and outputs/inputs that your agency will follow to achieve or exceed the standards listed.

If you are applying for a registered service in this title, this section must be completed.

(attach additional pages if needed)

<p>Outcome Measure 1: Percentage of new service recipients whose ADL assessment scores has been maintained or improved.</p> <p>Standard: 65 percent (refers to percent of Consumers whose ADL assessment score in DOEA 701A assessment forms, improved or stayed the same from one fiscal year to the next.).</p>

<p>Strategy/Action Steps: Describe your strategies for meeting this outcome measure with the services you are proposing. If you plan to exceed the standard describe how this will be accomplished.</p>
--

<p>Outcomes: Describe the result or impact of program activities on the client/consumer.</p>

<p>Outputs/Inputs: Describe the services that will be delivered to clients/consumer (units of service) to meet the objective and the resources used to provide those services (dollars, staff, etc.).</p>
--

Outcome Measure 2: Percentage of new service recipients whose IADL assessment scores has been maintained or improved.

Standard: 62.3 percent (refers to percent of Consumers whose IADL assessment score in DOEA 701A assessment forms, improved or stayed the same from one fiscal year to the next.)

Strategy/Action Steps: Describe your strategies for meeting this outcome measure with the services you are proposing. If you plan to exceed the standard describe how this will be accomplished.

Outcomes: Describe the result or impact of program activities on the client/consumer.

Outputs/Inputs: Describe the services that will be delivered to clients/consumer (units of service) to meet the objective and the resources used to provide those services (dollars, staff, etc.).

Outcome Measure 3: 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)

Standard: 90 percent (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 in the DOEA 701A assessment forms from one fiscal year to the next.)

Strategy/Action Steps: Describe your strategies for meeting this outcome measure with the services you are proposing. If you plan to exceed the standard describe how this will be accomplished.

Outcomes: Describe the result or impact of program activities on the client/consumer.

Outputs/Inputs: Describe the services that will be delivered to clients/consumer (units of service) to meet the objective and the resources used to provide those services (dollars, staff, etc.).

C. Title III-C1 Offered Services: The selected services must be consistent with the previously submitted Notice of Intent to Apply submitted by Applicant. Place a check in the box of each service and region that you intend to offer under this RFP.

If the applicant is NOT proposing to provide any of these Title III-C1 services, then write "N/A" in the following box and skip the rest of this section.

--

**OAA Title III-C1 Services
MIAMI-DADE COUNTY**

SERVICE	REGION A	REGION B	REGION C	REGION D	REGION E	REGION F
Congregate Meals Bundle						

SERVICE	County Wide
Kosher Congregate Meals Bundle	

**OAA Title III-C1 Services
MONROE COUNTY**

SERVICE	REGION A	REGION B
-Congregate Meals Bundle		

INTENTION TO SUBCONTRACT FOR SERVICES

Any subcontracts for services under this application must be identified on this form. Describe the subcontracts below (attach additional pages if needed):

Service to be Subcontracted	Subcontractor Name	License # (if applicable)

Nutrition Provider shall obtain the services of a licensed dietician in planning and providing nutrition services. The dietician paid by the project's food service vendor cannot provide these services. Responsibilities and functions of the Qualified Dietician are identified in the DOEA Programs and Services Handbook.

The Nutrition Provider will include copies of the dietician's license with this application and inserted as part of the applicant's created Exhibit folder.

With the application, applicants must submit a copy of the food vendor license and a valid permit, license or certificate of use issued by the appropriate regulatory authority for the premises from which food will be prepared. Contracts for the provision of food may be executed only with those vendors who supply

meals from premises that have a valid permit, license, or certificate issued by the appropriate regulatory authority.

The food vendor license and a valid permit, license or certificate of use should be inserted as part of the applicant’s Exhibit folder.

Nutrition Providers are required to have at least three (3) days’ worth of shelf stable meals for emergency meals with reserved funds set aside to purchase the food items; AND at least one back-up caterer (for the same meal type) who can provide meals immediately in the event of an emergency. **Applicants must attest that this requirement has been met with the submission of the Application and attestation shall be included in the Exhibit File.**

Please provide the following information for each proposed site (attach additional pages if needed):

Meal Site/ Senior Center Information

Site Address (Street, number, City, Zip Code)	Region	# of OAA participants you are applying to serve at this facility
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		

D. Title III-C1 Outcome Measures and Standards

The next table lists outcome measures and standards that the Alliance has identified for Title III-C1 funding under this RFP. Using the format provided in the table below, please describe in sufficient detail the implementation strategies/action steps, outcomes, and outputs/inputs that your agency will follow to achieve or exceed the standards listed.

(attach additional pages if needed)

<p>Outcome Measure 1: Percent of new service recipients with high-risk nutrition scores whose nutritional status improved.</p> <p>Standard: 66 percent (Percent of new consumers with a “high risk” nutritional score in the DOEA 701C assessment form that improved at their next assessment.)</p>
<p>Strategy/Action Steps: Describe your strategies for meeting this outcome measure with the services you are proposing. If you plan to exceed the standard describe how this will be accomplished.</p>
<p>Outcomes: Describe the result or impact of program activities on the client/consumer.</p>
<p>Outputs/Inputs: Describe the services that will be delivered to clients/consumer (units of service) to meet the objective and the resources used to provide those services (dollars, staff, etc.).</p>

E. Title III-C2 Offered Services. The selected services must be consistent with the previously submitted Notice of Intent to Apply submitted by Applicant. Place a check in the box of each service and region that you intend to offer under this RFP.

If the applicant is **NOT** proposing to provide any of these Title III-C2 services, then write "N/A" in the following box and skip the rest of this section.

--

OAA Subtitle III-C2 Services
MIAMI-DADE COUNTY

SERVICE	REGION A	REGION B	REGION C	REGION D	REGION E	REGION F
Home Delivered Meals Bundle – Hot						
Home Delivered Meals Bundle - Frozen						

SERVICE	County Wide
Kosher Home Delivered Meals Bundle	

OAA Subtitle III-C2 Services
MONROE COUNTY

SERVICE	REGION A	REGION B
Home Delivered Meals Bundle - Frozen		

INTENTION TO SUBCONTRACT FOR SERVICES

Any subcontracts for services under this application must be identified on this form. Describe the subcontracts below (attach additional pages if needed):

Service to be Subcontracted	Subcontractor Name	License # (if applicable)

Nutrition Provider shall obtain the services of a licensed dietician in planning and providing nutrition services. The dietician paid by the project's food service vendor cannot provide these services. Responsibilities and functions of the Qualified Dietician are identified in the DOEA Programs and Services Handbook.

The Nutrition Provider will include copies of the dietician's license with this application and submit in the applicant's created Exhibit folder.

With this application, applicants must submit a copy of the food vendor license and a valid permit, license or certificate of use issued by the appropriate regulatory authority for the premises from which food will be prepared. Contracts for the provision of food may be executed only with those vendors who supply meals from premises that have a valid permit, license, or certificate issued by the appropriate regulatory authority.

The licenses, permits and certificate of use documents should be submitted in the applicant's Exhibit folder.

Nutrition Providers are required to have at least three (3) days' worth of shelf stable meals; or a pre-approved three-day menu for emergency meals with reserved funds set aside to purchase the food items; AND at least one back-up caterer (for the same meal type) who can provide meals immediately in the event of an emergency. **Applicants must attest that this requirement has been met with the submission of the Application and the attestation must be submitted in the Exhibit folder.**

As part of the C2 bundle, a rate must be submitted for Screening and Assessment, Emergency Shelf Stable Meals, Nutrition Counseling, and Nutrition Education.

F. Title III-C2 Outcome Measures and Standards

The next table lists outcome measures and standards that the Alliance has identified for Title III-C2 funding under this RFP. Using the format provided in the table below, please describe in sufficient detail the implementation strategies/action steps, outcomes, and outputs/inputs that your agency will follow to achieve or exceed the standards listed.

(attach additional pages if needed)

<p>Outcome Measure 1: Percentage of new service recipients whose ADL assessment scores has been maintained or improved.</p> <p>Standard: 65 percent (refers to percent of Consumers whose ADL assessment score in DOEA 701A assessment forms, improved or stayed the same from one fiscal year to the next.).</p>
<p>Strategy/Action Steps: Describe your strategies for meeting this outcome measure with the services you are proposing. If you plan to exceed the standard describe how this will be accomplished.</p>
<p>Outcomes: Describe the result or impact of program activities on the client/consumer.</p>
<p>Outputs/Inputs: Describe the services that will be delivered to clients/consumer (units of service) to meet the objective and the resources used to provide those services (dollars, staff, etc.).</p>

Outcome Measure 2: Percentage of new service recipients whose IADL assessment scores has been maintained or improved.

Standard: 62.3 percent (refers to percent of Consumers whose IADL assessment score in DOEA 701A assessment forms, improved or stayed the same from one fiscal year to the next.)

Strategy/Action Steps: Describe your strategies for meeting this outcome measure with the services you are proposing. If you plan to exceed the standard describe how this will be accomplished.

Outcomes: Describe the result or impact of program activities on the client/consumer.

Outputs/Inputs: Describe the services that will be delivered to clients/consumer (units of service) to meet the objective and the resources used to provide those services (dollars, staff, etc.).

<p>Outcome Measure 3: 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)</p> <p>Standard: 90 percent (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 in the DOEA 701A assessment forms from one fiscal year to the next.)</p>
<p>Strategy/Action Steps: Describe your strategies for meeting this outcome measure with the services you are proposing. If you plan to exceed the standard describe how this will be accomplished.</p>
<p>Outcomes: Describe the result or impact of program activities on the client/consumer.</p>
<p>Outputs/Inputs: Describe the services that will be delivered to clients/consumer (units of service) to meet the objective and the resources used to provide those services (dollars, staff, etc.).</p>

Outcome Measure 4: Percent of new service recipients with high-risk nutrition scores whose nutritional status improved.

Standard: 66 percent (Percent of new consumers with a “high risk” nutritional score in the DOEA 701C assessment form that improved at their next assessment.)

Strategy/Action Steps: Describe your strategies for meeting this outcome measure with the services you are proposing. If you plan to exceed the standard describe how this will be accomplished.

Outcomes: Describe the result or impact of program activities on the client/consumer.

Outputs/Inputs: Describe the services that will be delivered to clients/consumer (units of service) to meet the objective and the resources used to provide those services (dollars, staff, etc.).

G. Title III-D Offered Services. The selected services must be consistent with the previously submitted Notice of Intent to Apply submitted by Applicant. Place a check in the box of each service and Regional Area that you intend to offer under this RFP.

If the applicant is **NOT** proposing to provide any of these Title III-D services, then write "N/A" in the following box and skip the rest of this section.



OAA Subtitle III-D Services
MIAMI-DADE COUNTY

SERVICE	REGIONAL AREA A,B,D	REGIONAL AREA C,E,F
A Matter of Balance		
Un Asunto de Equilibrio		
Bingosize (English & Spanish)		
Enhanced Fitness (English)		
Enhanced Fitness (Spanish)		
Arthritis Foundation Tai Chi (English & Spanish)		
Tai Chi / Tai Ji Quan Moving for Better Balance (English & Spanish)		
Diabetes Self-Management		
Programa de Manejo Personal de la Diabetes		
Chronic Disease Self-Management		
Tomando Control de su Salud		
Walk With Ease (English and Spanish)		
Fir & Strong (English & Spanish)		
Savvy Caregiver (English)		
Savvy Caregiver (Spanish)		

OAA Subtitle III-D Services
MONROE COUNTY

SERVICE	County Wide
A Matter of Balance / Un Asunto de Equilibrio	
Bingosize	
Enhanced Fitness	
Chronic Disease Self-Management / Tomando Control de su Salud	
Savvy Caregiver	

INTENTION TO SUBCONTRACT FOR SERVICES

Any subcontracts for services under this application must be identified on this form. Describe the subcontracts below (attach additional pages if needed):

Service to be Subcontracted	Subcontractor Name	License # (if applicable)

Evidence Based Program Facility Site Information

(attach additional pages as necessary)

Site Address (Street, number, City, Zip Code)	Room Capacity	Name of Evidence Based Program to be delivered
1.		
2.		
3.		
4.		
5.		

H. **Title III-E, III-ES, III-EG Offered Services.** The selected services must be consistent with the previously submitted Notice of Intent to Apply submitted by Applicant. Place a check in the box of each service and Regional Area that you intend to offer under this RFP.

If the applicant is **NOT** proposing to provide any of these Title III-E services, then write "N/A" in the following box and skip the rest of this section.



OAA Subtitle III-E Services
MIAMI-DADE COUNTY

SERVICE	REGION A	REGION B	REGION C	REGION D	REGION E	REGION F
Adult Day Care						
Respite Services – In Home						
Respite Services - Facility						

OAA Subtitle III-E Services
MONROE COUNTY

SERVICE	REGION A	REGION B
Adult Day Care		
Respite Services – In Home		
Respite Services – In Facility		

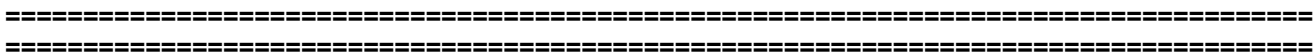
INTENTION TO SUBCONTRACT FOR SERVICES

Any subcontracts for services under this application must be identified on this form. Describe the subcontracts below (attach additional pages if needed):

Service to be Subcontracted	Subcontractor Name	License # (if applicable)

Center Based Facility Site Information

Site Address (Street, number, City, Zip Code)	Region	Capacity	AHCA License #	License Expiration Date	Facility Type
1.					
2.					
3.					
4.					
5.					
6.					



OAA Subtitle III-ES Services

MIAMI-DADE COUNTY

Service	County Wide
Chore Bundle	
Material Aid / Housing Improvement Bundle	
Specialized Medical Equipment, Services, & Supplies	

OAA Subtitle III-ES Services

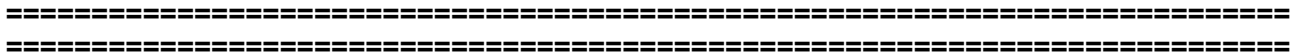
MONROE COUNTY

SERVICE	County Wide
Chore Bundle	
Material Aid / Housing Improvement Bundle	
Specialized Medical Equipment, Services, & Supplies	

INTENTION TO SUBCONTRACT FOR SERVICES

Any subcontracts for services under this application must be identified on this form. Describe the subcontracts below (attach additional pages if needed):

Service to be Subcontracted	Subcontractor Name	License # (if applicable)



OAA Subtitle III-EG Services
MIAMI-DADE COUNTY

Service	County Wide
Grandparents Bundle	

OAA Subtitle III-EG Services
MONROE COUNTY

SERVICE	County Wide
Grandparent Bundle	

OAA Subtitle III-EG Services
COMBINED MIAMI-DADE & MONROE COUNTIES

SERVICE	Both Counties
Legal Assistance	

INTENTION TO SUBCONTRACT FOR SERVICES

Any subcontracts for services under this application must be identified on this form. Describe the subcontracts below (attach additional pages if needed):

Service to be Subcontracted	Subcontractor Name	License # (if applicable)

Program Facility Site Information (attach additional pages as necessary)

Site Address (Street, number, City, Zip Code)	Room Capacity	Name of Evidence Based Program to be delivered
1.		
2.		
3.		

Title III-E Outcome Measures and Standards

If you are applying for a registered service in this title, this section must be completed.

Outcome Measure 1: Percentage of new service recipients whose ADL assessment scores has been maintained or improved.

Standard: 65 percent (refers to percent of Consumers whose ADL assessment score in DOEA 701A assessment forms, improved or stayed the same from one fiscal year to the next.).

Strategy/Action Steps: Describe your strategies for meeting this outcome measure with the services you are proposing. If you plan to exceed the standard describe how this will be accomplished.

Outcomes: Describe the result or impact of program activities on the client/consumer.

Outputs/Inputs: Describe the services that will be delivered to clients/consumer (units of service) to meet the objective and the resources used to provide those services (dollars, staff, etc.).

Outcome Measure 2: Percentage of new service recipients whose IADL assessment scores has been maintained or improved.

Standard: 62.3 percent (refers to percent of Consumers whose IADL assessment score in DOEA 701A assessment forms, improved or stayed the same from one fiscal year to the next.)

Strategy/Action Steps: Describe your strategies for meeting this outcome measure with the services you are proposing. If you plan to exceed the standard describe how this will be accomplished.

Outcomes: Describe the result or impact of program activities on the client/consumer.

Outputs/Inputs: Describe the services that will be delivered to clients/consumer (units of service) to meet the objective and the resources used to provide those services (dollars, staff, etc.).

Outcome Measure 3: Percentage of caregivers who self-report being very confident about their ability to continue to provide care.

Standard: 89 percent (refers to percent of caregivers who self-report being very confident about their ability to continue to provide care in the DOEA 701A assessment forms from one fiscal year to the next.)

Strategy/Action Steps: Describe your strategies for meeting this outcome measure with the services you are proposing. If you plan to exceed the standard describe how this will be accomplished.

Outcomes: Describe the result or impact of program activities on the client/consumer.

Outputs/Inputs: Describe the services that will be delivered to clients/consumer (units of service) to meet the objective and the resources used to provide those services (dollars, staff, etc.).

IIIA Outreach

OAA, Title III providers must provide targeted community outreach efforts that will assist in identifying individuals who have the greatest economic or social need, particularly low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

Outreach is defined as a face-to-face, one-to-one intervention with clients initiated by the agency for the purpose of identifying potential clients or caregivers and encouraging their use of existing and available resources. Outreach efforts shall take place in highly visible public locations or in neighborhoods identified for visiting or canvassing.

A Designated Provider will be required to semi-annually report to the Alliance the type of outreach events or activities conducted, the date and location of the outreach events or activities, the total number of participants at each event or activity, the individuals service needs identified at each event or activity, and the referral sources or information provided at each outreach event or activity.

The Applicant must:

Provide a detailed description, in narrative form, of how it plans to conduct outreach events or activities in the community to identify individuals who have the greatest economic or social need, particularly low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. The description must include the specific number of outreach events or activities it plans to conduct at a minimum each year.

The description of the above shall not exceed two (2) double spaced pages using a font size of at least 11 pt.

IVA. Applicant's Qualifications and Prior Experience

The applicant shall indicate its experience and performance record in the following responses.

1a. How many years of experience does the applicant have in providing services that are being applied for (specify for each specific service), including funding source?

1b. Provide at least 1 letter of reference from a funding entity, excluding the Alliance for Aging. The letter of reference must reflect the size and scope of the program, any form of disciplinary action taken, and a reflection of programmatic surplus (including total dollar amount of surplus) to demonstrate proper use of the funding allocation. **The letter of reference must be submitted in the applicant's Exhibit folder.**

2. Has the applicant been placed on any form of corrective action by any funding source(s) (including the Alliance) for any reason since January 2020?

If "Yes," please attach an additional document specifying the funding source and the circumstances. If the corrective action has been resolved, indicate when and how. PLEASE PROVIDE DOCUMENTATION FROM FUNDING SOURCE VERIFYING THAT THE REASON(S) FOR THE CORRECTIVE ACTION STATUS HAVE BEEN RESOLVED, AND THAT THE AGENCY IS IN GOOD STANDING. **The supporting documentation for Corrective Action reason and current status and must be submitted in the applicant's Exhibit folder.**

-
3. Has the applicant or any person associated with the applicant in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of funds been terminated by any funding source(s) for cause.

If "Yes," please attach an additional document specifying the funding source and the circumstances.
COPY OF ANY TERMINATION LETTER MUST BE ATTACHED IN THE EXHIBIT FILE.

NOTE: ANY PROVIDER WHOSE CONTRACT FROM ANY FUNDING SOURCE, INCLUDING ALLIANCE FOR AGING, WAS TERMINATED FOR CAUSE AS A RESULT OF FINANCIAL IRREGULARITIES OR CONTRACTUAL VIOLATION WITHIN THE PRECEDING SIX YEAR PERIOD PRIOR TO THE SUBMISSION DATE OF THIS RFP IS NOT ELIGIBLE TO APPLY FOR OAA FUNDING DURING THIS RFP CYCLE.

For purposes of these questions, the term "applicant" includes: (1) any affiliates that are wholly owned by the applicant; (2) any parent company that owns all interest in the applicant; and (3) any predecessor in interest to the applicant.

VA. Organizational Capability Package

The applicant must provide the listed items in the order specified below:

1. A copy of the most recent organizational chart certified as accurate by an officer of the applicant and illustrating the structure and relationship of all paid staff positions related to the program in question.
2. Copies of job descriptions for all key staff involved in the performance of this contract, including management.
3. A copy of the two (2) most recent consecutive audited financial statements and compliance reporting package. With respect to such audited financial statements, include any letters to management submitted by the independent auditor under separate cover as well as any response stating management's position and plan of action.
4. A full roster of all current members of the applicant's Board of Directors, Officers, or equivalent hierarchical leadership structure (for each member include contact information independent of applicant's corporate address).
5. A copy of the applicant's corporate bylaws, if applicable.
6. A certificate of insurance from applicant's agent 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. The applicant is required to demonstrate liability and worker's compensation insurance coverage, as required by law.
7. The completed and signed Certifications and Assurances forms (Attachment II).

Note: None of the items listed above are scored, but they are required to be submitted. Failure of an applicant to submit any of these items shall automatically be deemed a material deviation that adversely affects that interest of the Alliance and shall result in rejection of the application by the Alliance.

A. CONTRACT MODULE

Instructions:

In order for the Contract Module to be reviewed and scored, the applicant must:

1. Complete Section I.B (Unit Cost Grids) for each service (within the appropriate Title and County) that is being applied to serve according to those directions.
2. Complete Form II.B (Match Commitment)

I.B. Unit Cost Grids

Complete the rows for each service that you are applying for.

Enter the current unduplicated number of OAA funded clients for each service, if any.

Enter the annual projected new (unduplicated) clients anticipated in the OAA funded service.

For the “Proposed OAA Funded” column (B), include the total funds requested by OAA Title III-B by service. (Do NOT include match.)

For the “OAA Match Funds” column (C), include the amount of Match. The minimum is \$1 of match for every \$9 of grant funds.

For the “Anticipated All Other Sources” column (D), include other funding resources for these services, for example, CCE, Medicaid, United Way, etc. These funds will provide the Alliance with a measure of provider capacity and OAA funding leverage. A separate table is provided to enumerate these “Anticipated All Other Sources” funds.

Enter the number of units you are applying for in the “Proposed OAA Units” column (E).

Enter the adjusted unit rate in the “Proposed OAA Adjusted Unit Rate” column (F). See Paragraph C. 1. f. of the RFP for details.

The value in column (F) should not be higher than the amount in the “Maximum Allowed Adjusted Rate” column (G).

The value in column (B) should equal the number in column (E) times the rate in column (F).

Make sure that each service with a value in the “Proposed OAA Funded” column is checked in Table 4.

Due to the heterogeneity of their units of service, services with an asterisk in column (G) do not have a maximum unit rate.

Note: The Unit Cost Grid provides information about service funding from non-OAA sources and the proposed adjusted unit rate per service. The proposed unit rate per service must be supported by a Unit Cost Methodology which will be reviewed after the intent to award but prior to contract execution.

MIAMI-DADE COUNTY

TITLE III-B

Current Unduplicated OAA Clients	Projected Annual New OAA Clients (Unduplicated)	(A) Service Offered	(B) Proposed OAA Funded (Total \$)	(C) OAA Match Funds (Total \$)	(D) Anticipated All Other Sources (Total \$) List Detail Below	(E) Proposed OAA Units	(F) Proposed OAA Adjusted Unit Rate	(G) Maximum Allowed Rate ¹
In Home Services/Supportive Services:								
		Chore						113.33
		Chore (enhanced)						113.33
		Education/Training (Individual and/or Group)						45.05
		Emergency Alert Response (Install/Maintenance)						75.57 2.42
		Counseling (Gerontological)						Grp 159.50 Ind 164.22
		Emergency Alert Response						Instal 75.57 Maint 2.42
		Escort (Registered)						25.85
		Homemaker						47.86
		Personal Care						52.01
		Companionship						50.71
		Legal Assistance						206.80
		Housing Improvements					Cost Reimb	Cost Reimb
		Material Aid					Cost Reimb	Cost Reimb
		Mental Health Counseling (Individual and Group)						Grp 159.50 Ind 225.43
		Recreation						131.60
		Screening and Assessment						141.76
		Specialized Medical Equipment and Supplies					Cost Reimb	Cost Reimb
		Technology (Equipment, Install, Staff Support)					Cost Reimb	Cost Reimb
		Transportation						66.67

* The proposed reimbursement rate cannot exceed the maximum allowed rate.

MONROE COUNTY

TITLE III-B

Current Unduplicated OAA Clients	Projected Annual New OAA Clients (Unduplicated)	(A) Service Offered	(B) Proposed OAA Funded (Total \$)	(C) OAA Match Funds (Total \$)	(D) Anticipated All Other Sources (Total \$) List Detail Below	(E) Proposed OAA Units	(F) Proposed OAA Adjusted Unit Rate	(G) Maximum Allowed Rate ¹
In Home Services/Supportive Services:								
		Chore						113.33
		Chore (enhanced)						45.05
		Escort (Registered)						25.85
		Homemaker						47.87
		Personal Care						52.01
		Companionship						50.71
		Mental Health Counseling (Individual and Group)						Grp 159.50 Ind 225.43
		Recreation						131.60
		Screening and Assessment						141.76
		Specialized Medical Equipment & Supplies					Cost Reimb	Cost Reimb
		Technology (Equipment, Install, Staff Support					Cost Reimb	Cost Reimb

* The proposed reimbursement rate cannot exceed the maximum allowed rate.

Anticipated Other Funding Sources Detail for TITLE III-B services

Service	Other Funding Sources	Amount

Note 1: Sum of Other Funding Sources for each service must equal column (D) for that service in Unit Cost Grid above.

MIAMI-DADE COUNTY

TITLE III-C1

Current Unduplicated OAA Clients	Projected Annual New OAA Clients (Unduplicated)	(A) Service Offered	(B) Proposed OAA Funded (Total \$)	(C) OAA Match Funds (Total \$)	(D) Anticipated All Other Sources (Total \$) List Detail Below	(E) Proposed OAA Units	(F) Proposed OAA Unit Adjusted Rate	(G) Maximum Allowed Rate ¹
Congregate Meal Services:								
		Congregate meals—traditional						20.90
		Congregate Meals Kosher						20.90
		Emergency Shelf Stable Meals*						20.90
		Nutrition Education*						17.19
		Nutrition Counseling*						101.20
		Congregate Meals Screening*						69.83

* The proposed reimbursement rate cannot exceed the maximum allowed rate.

MONROE COUNTY

TITLE III-C1

Current Unduplicated OAA Clients	Projected Annual New OAA Clients (Unduplicated)	(A) Service Offered	(B) Proposed OAA Funded (Total \$)	(C) OAA Match Funds (Total \$)	(D) Anticipated All Other Sources (Total \$) List Detail Below	(E) Proposed OAA Units	(F) Proposed OAA Unit Adjusted Rate	(G) Maximum Allowed Rate ¹
Congregate Meal Services:								
		Congregate meals—traditional						20.90
		Emergency Shelf Stable Meals*						20.90
		Nutrition Education*						17.79
		Nutrition Counseling*						101.20
		Congregate Meals Screening*						69.83

* The proposed reimbursement rate cannot exceed the maximum allowed rate.

[Type here]

Alliance for Aging

[Type here] [Type

here]

Anticipated

Other

Application for Funds

Funding Sources Detail for Title III-C1

Service	Other Funding Source	\$\$ (Note 1)

Note 1: Sum of Other Funding Sources for each service must equal column (D) for that service in Unit Cost Grid above.

MIAMI-DADE COUNTY

TITLE III-C2

Current Unduplicated OAA Clients	Projected Annual New OAA Clients (Unduplicated)	MIAMI-DADE COUNTY(A) Service Offered	(B) Proposed OAA Funded (Total \$)	(C) OAA Match Funds (Total \$)	(D) Anticipated All Other Sources (Total \$) List Detail Below	(E) Proposed OAA Units	(F) Proposed OAA Unit Adjusted Rate	(G) Maximum Allowed Rate ¹
Home delivered meal services:								
		Home delivered meals— Hot						8.61
		Home delivered meals— Frozen						10.23
		Home delivered meals— Kosher						21.69
		Emergency Shelf Stable Meals						21.69
		Nutrition Education*						17.79
		Nutrition Counseling*						110.23
		Screening and Assessment*						99.00

* The proposed reimbursement rate cannot exceed the maximum allowed rate.

MONROE COUNTY

TITLE III-C2

Current Unduplicated OAA Clients	Projected Annual New OAA Clients (Unduplicated)	MONROE COUNTY(A) Service Offered	(B) Proposed OAA Funded (Total \$)	(C) OAA Match Funds (Total \$)	(D) Anticipated All Other Sources (Total \$) List Detail Below	(E) Proposed OAA Units	(F) Proposed OAA Unit Adjusted Rate	(G) Maximum Allowed Rate ¹
Home delivered meal services:								
		Home delivered meals— Frozen						10.23
		Emergency Shelf Stable Meals						21.69
		Nutrition Education*						17.79
		Nutrition Counseling*						110.23
		Screening and Assessment*						99.00

* The proposed reimbursement rate cannot exceed the maximum allowed rate.

Anticipated Other Funding Sources Detail:

Service	Other Funding Source	\$\$ ^(Note 1)

Note 1: Sum of Other Funding Sources for each service must equal column (D) for that service in Unit Cost Grid above.

MIAMI-DADE COUNTY

TITLE III-D

Minimum Number of Sessions (Units) to be Provided	(A) Service Offered	(B) Proposed OAA Funded (Total \$)	(C) OAA Match Funds (Total \$)	(D) Anticipated All Other Sources (Total \$) List Detail Below	(E) Proposed OAA Units	(F) Proposed OAA Adjusted Unit Rate	(G) Maximum Allowed Rate ¹
Evidence Based Disease Prevention and Health Promotion Services:							
	A Matter of Balance/Un Asunto Equilibrio	\$					2,750.00
	Bingocize	\$					5,530.00
	Enhance Fitness	\$					150.00
	Arthritis Foundation Tai Chi Program	\$					5,500.00
	Tai Chi/Tai Ji Quan Moving for Better Balance	\$					12,000.00
	Diabetes Self- Management Program/Programa de Manejo Personal de la Diabetes	\$					2,710.00
	Chronic Disease Self- Management Program/Tomando Control su Salud	\$					2,710.00
	Walk with Ease	\$					2,750.00
	Fit and Strong!	\$					4,500.00
	Savvy Caregiver	\$					2,700.00

* The proposed reimbursement rate cannot exceed the maximum allowed rate.

MIAMI-DADE COUNTY

TITLE III-E

Current Unduplicated OAA Clients	Projected Annual New OAA Clients (Unduplicated)	(A) Service Offered	(B) Proposed OAA Funded (Total \$)	(C) OAA Match Funds (Total \$)	(D) Anticipated All Other Sources (Total \$) List Detail Below	(E) Proposed OAA Units	(F) Proposed OAA Unit Adjusted Rate	(G) Maximum Allowed Rate ¹
Program III-E: Support Services								
		Adult Day Care						187.00
		Respite In-Home						52.34
		Respite in Facility						89.12
		Screening & Assessment						110.25
Program III-ES: Supplemental Services								
		Chore						165.00
		Chore - Enhanced						76.08
		Legal Assistance						206.80
		Material Aid					Cost Reimb	Cost Reimb
		Housing Improvement					Cost Reimb	Cost Reimb
		Specialized Medical Equipment & Supplies					Cost Reimb	Cost Reimb
Program III-EG: Grandparent Services								
		Home Delivered Meals – Frozen						10.23
		Homemaker						47.86
		Sitter						50.00
		Screening and Assessment						99.00

* The proposed reimbursement rate cannot exceed the maximum allowed rate.

MONROE COUNTY

TITLE III-E

Current Unduplicated OAA Clients	Projected Annual New OAA Clients (Unduplicated)	(A) Service Offered	(B) Proposed OAA Funded (Total \$)	(C) OAA Match Funds (Total \$)	(D) Anticipated All Other Sources (Total \$) List Detail Below	(E) Proposed OAA Units	(F) Proposed OAA Unit Adjusted Rate	(G) Maximum Allowed Rate ¹
Program III-E: Support Services								
		Adult Day Care						187.00
		Respite In Home						52.34
		Respite in Facility						89.12
		Screening & Assessment						110.25
Program III-ES: Supplemental Services								
		Chore						165.00
		Chore - Enhanced						76.08
		Material Aide					Cost Reimb	Cost Reimb
		Housing Improvement					Cost Reimb	Cost Reimb
		Specialized Medical Equipment & Supplies					Cost Reimb	Cost Reimb
Program III-EG: Grandparent Services								
		Home Delivered Meals Frozen						10.23
		Homemaker						47.86
		Sitter						50.00
		Screening and Assessment						99.00

* The proposed reimbursement rate cannot exceed the maximum allowed rate.

Anticipated Other Funding Sources Detail:

Service	Other Funding Source	\$\$ ^(Note 1)

Note 1: Sum of Other Funding Sources for each service must equal column (D) for that service in Unit Cost Grid above

II.B

**MATCH COMMITMENT
2024 OAA RFP**

Applicant Organizational Name: _____

Place an "X" next to the means for which you have identified as your ability to meet the 10% match requirement for Titles III-B, III-C1, III-C2, and III-E.

1. Match can be met using more than one means
2. Match, whether Cash or In-Kind, must be related to the program or service you are matching.
3. Federal Funds cannot be used as Match to any OAA awards.

Means to Meet Match	
	Cash
	In-Kind Donated Space
	In-Kind Donated Supplies
	In-Kind Donated Equipment
	In-Kind Professional Services
	In-Kind Volunteer Hours & Milage

For each means you have selected above, provide the original source of the match.

Means	Source	Value
<i>Examples:</i>		
<i>Cash</i>	<i>ABC Foundation for Meals</i>	<i>\$ 150,000.00</i>
<i>Donated Office Space</i>	<i>City of XXX</i>	<i>\$ 625,000.00</i>
<i>Pro Bono Legal Services</i>	<i>Joh Doe, Esquire</i>	<i>\$ 20,000.00</i>

Note: Value determination should be in accordance the 2CFR 200.306

Signature of Applicant Official

Date

APPENDIX X

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 date and time the Proposals are due to the Alliance as per the calendar of events in this RFP 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 an electronic written notice of appeal with the Alliance within 72 hours after the posting of the RFP or any addenda, excluding weekends and state holidays. Notice shall be submitted to the contact and email address as per Section D.1.a of this RFP.
- (b) Any party who is substantially affected by the Alliance’s intended decision to award a contract must file an electronic 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. Notice shall be submitted to the contact and email address as per Section D.1.a of this RFP. 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.