ALLIANCE FOR AGING, INC.

THE AREA AGENCY ON AGING

FOR

MIAMI-DADE AND MONROE COUNTIES

Alzheimer's Disease Initiative Program

Request for Proposals (RFP)

February 17, 2026

TABLE OF CONTENTS

SECTION A - INTRODUCTION

1. The Alzheimer's Disease Initiative

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

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

a. An Alzheimer's Disease Advisory Committee;
b. Respite services;
c. Supportive services such as case management, specialized medical equipment and supplies, and caregiver training;
d. Specialized Alzheimer's Services Adult Day Care Centers;
e. Memory Disorder Clinics (MDCs) to provide diagnoses, education, training, research, treatment, and referrals; and
f. The Florida Brain Bank located at the Wein Center for Alzheimer's Disease and Memory Disorders at Mount Sinai Medical Center to support research.

Chapter Ten (10) of the Department of Elder Affairs (DOEA) Programs and Services Handbook (DOEA Handbook) provides that the purpose of the ADI program is to provide services to meet the changing needs of individuals and families living with ADRD.

The Alliance serves as the designated Area Agency on Aging (AAA) for Miami-Dade and Monroe Counties.

The Alliance initiates a competitive bid process to solicit qualified entities capable of providing quality services to individuals age 60+ with a diagnosis of ADRD and their caregivers in accordance with contractual agreements between the DOEA and the Alliance, the Alliance's Area Plan, and input from consumers and other community stakeholders. The Alliance releases this formal Request for Proposals ("RFP") which defines the scope of work to be accomplished and convey the requirements and expectations for an agency/organization to provide these services.

2. Statement of Need

In the Alzheimer's Association 2025 report, there are over 7.2 million Americans living with Alzheimer's, and nearly 12.7 million will have the disease in 2050. The cost for caring for those with Alzheimer's and other dementias is estimated to total $384 billion in 2025, increasing to approximately $1 trillion (in today's dollars) by mid-century. Nearly one in every three seniors who die each year has Alzheimer's or another dementia. The Alzheimer's Association indicates that there were 6,397 deaths in Florida related to ADRD in 2022.

Because ADRD is not a reportable disease (like HIV), it is not possible to obtain a definitive number of people with a diagnosis of ADRD. Using state-level data from the CDC's 2022 Behavior Risk factor Surveillance System (BHFSS) the Alzheimer's Association noted that in Florida:

- 16.2% of people aged 60+ reported experiencing confusion or memory loss that is happening more often and getting worse.
- 48.1% of them have not spoken to a health care professional about it.
- 41.6% say it has interfered with household activities and/or work or social activities.

This self-reported data also shows that while 53.6% said they need assistance, only 8.3% receive help from friends and family, and 28.2% live alone. DOEA annual county profiles provide estimates of probable ADRD cases among people age 65+ in Miami-Dade and Monroe counties:

	Miami-Dade		Monroe	
Age 65+ probable ADRD cases	52,124	11%	1,995	9%

The nature of ADRD is such that the impact on caregivers is as great as the impact on the person with the disease. The caregiver of the ADRD client plays a key role in the prevention of premature institutionalization of the ADRD client. Consequently, caregivers need guidance to obtain a specific, definitive diagnosis for the client's symptoms services to assist them in the continuation of care.

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

MIAMI-DADE COUNTY
Required Services

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

MONROE COUNTY:
Required Services

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

Monroe County Additional/Optional Services:

- Specialized Adult Day Care
- Transportation

Case management is a required service for in-home and facility-based respite services. The average Per Member Per Month is being increased to encourage more types of service delivery.

Definitions:

Successful Applicant:
A Successful Applicant is an applicant that receives a score of at least 2.0 points as the Total Overall Average Score on both Part A, Program Module andi Part B, Contract Module A on its application. A Successful Applicant is not guaranteed funding under this RFP but may be considered at any time during the term of this RFP cycle for

available funding. The initial contract awards for each service will be limited to the maximum number of providers indicated in Section A.3.

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

3. Purpose of RFP

The purpose of this RFP is to solicit proposals from qualified agencies/organizations interested in providing services funded under the ADI Program in Miami-Dade and Monroe Counties. Through this RFP the Alliance intends to contract with up to three ADI Agencies for Miami-Dade and one ADI Agency for Monroe County.

Any proposed contract between the Alliance and a for profit entity to provide services being procured through this RFP 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 automatically rejected, but applications from municipal or county agencies will be accepted.

All awards are subject to legislative appropriation, the availability of funds, and Area Plan approval by DOEA. Funding through this RFP is based on the Alliance 2025-26 contract with DOEA. 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, available funding, and any changes to state or federal law. By submitting a proposal in response to this RFP, the applicant acknowledges and agrees that any contract awarded may be amended by the Alliance as described above.

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 contract with a provider of choice for such services.

Any contract awarded pursuant to this RFP shall be for the initial contract period of July 1, 2026, through June 30, 2027. Contracts may be renewed on an annual basis, not to exceed two (2) 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. The Alliance does not contemplate the renewal of awards pursuant to this RFP beyond contract year 2028-29.

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 ADI Program, or to the extent the Alliance no longer receives funding under ADI.

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 who meet 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 applicants 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. Responsibilities of ADI Agency

The responsibilities of an ADI Agency are to:

a. Establish service priorities and coordinate the delivery of services to clients;
b. Confirm eligibility and collect all necessary documents;
c. Provide case management services as applicable and as specified in its contract with the Alliance;
d. Provide respite, and maintain coordination with the memory disorder clinics and the brain bank as specified in its contract with the Alliance, including receiving annual required in-service training related to ADRD;
e. Employ competent and qualified staff to provide the services essential to the achievement of program goals and objectives as specified in its contract with the Alliance;
f. Provide pre-service and in-service training for staff, volunteers, and subcontractors as specified in its contract with the Alliance and in compliance with the current DOEA Handbook;
g. Maintain the minimum staffing requirements established in its contract with the Alliance;
h. Maximize the use of volunteers in service delivery;
i. Assess and collect co-payments, as appropriate, pursuant to Section 430.503(2), Florida Statutes;
j. Ensure all other funding sources available have been exhausted before using ADI funds;
k. Deliver directly, or through subcontracts, contracted services;
l. Maintain client and program records and provide timely and accurate reports, as required;
m. Monitor subcontracted providers to assure quality of service delivery;
n. Make timely payments to subcontractors;
o. Ensure that quality services are delivered to clients and caregivers;
p. Initiate and maintain coordination among local community agencies;
q. Demonstrate innovative approaches to program management, staff training and service delivery that have an impact on cost avoidance, cost effectiveness and program efficiency;
r. Develop and implement procedures for handling client complaints, grievances, and appeals concerning adverse actions such as service termination, suspension or service

reduction;

s. Conduct client satisfaction surveys to evaluate and improve service delivery;

t. Maintain client and program records and provide reports as required by its contract with the Alliance and Florida law;

u. Ensure Enterprise Consumer and Information Record Tracking System (eCIRTS) data is timely and accurate;

v. Ensure that procedures include a process for identifying and reporting alleged abuse, neglect, or exploitation to the Florida Department of Children and Families Adult Protective Services – Abuse Hotline, as required by contract and Florida law;

w. Ensure that conditions that may endanger the health, safety, or welfare of a recipient will be reported to the Alliance within 48 hours of the ADI Agency or a subcontractor having knowledge of such conditions; and

x. Implement measurable client outcomes directed at:

i. Maintaining clients in the least restrictive settings;
ii. Targeting high-risk clients;
iii. Improving quality of life; and
iv. Maintaining or improving functional status.

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

5. Requirements

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

a. Promote Quality Services by Assuring:

- Case managers develop care plans to meet the individual needs of clients;
- Case managers act as client advocates by seeking services from all community resources, not just from traditional service providers;
- Case managers monitor the quality, appropriateness and cost of services delivered to clients; and
- All staff are appropriately trained and assigned.

b. Implement Measurable Client Outcomes

c. Ensure Maximum Efficiency by:

- Minimizing administrative costs;,
- Actively seeking available community resources available for client services;
- Identifying funding alternatives which shall be used prior to ADI funds; and
- Billing accurately and timely and collecting all co-payments, as appropriate.

SECTION B - RFP SPECIFICATIONS

1. Program Requirements:

a. Service Delivery Methodology

i Program Coordination

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

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

An ADI Agency, as an Access Point agrees to:

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

As the ADRC, the Alliance agrees to:

- Provide timely and helpful service options to elders and caregivers referred to the ADRC by the ADI Agency.
- Provide0 the ADI Agency with written policies and procedures concerning the referral process.
- Provide technical assistance and training for ADI Agency staff, as needed.
- Provide an opportunity for clients to choose their ADI Agency in Miami-Dade County, pursuant to Alliance’s policies.

The ADRC and ADI Agencies mutually agree to:

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

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

ii. Services

In order to ensure the provision of a continuum of services addressing the diverse needs for individuals with ADRD and their caregivers as identified in Section A.2, Case Management and Case Aide must be provided, as needed,directly by the ADI Agency and by that agency only. other services in section A.2 must be provided either directly by each ADI Agency or through a qualified subcontractor. All services must be provided countywide. All other services referenced in Section A.2 must be coordinated or provided, as needed, either directly by each ADI Agency, through a qualified subcontractor, or coordinated through other community resources. Specialized Adult Day Care must be provided in

accordance with Section 429.918, Florida Statutes. The Alliance reserves the right to review and approve all subcontracted entities and reimbursement rates. All applicants must demonstrate experience providing case management services consistent in size and scope of this ADI program.

iii. ADI Service System

ADI Agency funding is contingent upon the applicant's demonstrated ability to accept referrals. Services must be provided countywide in accordance with Section B.1.a.ii. to meet the needs of all eligible clients. In order to ensure countywide services, the ADI Agency must be able to provide ADI services directly, or by managing a service system of providers as needed throughout the term of the contracts being procured through this RFP. In the event of a contract award, bidders will be expected to provide services in accordance with their proposal submitted in response to this RFP and as stipulated in the contract between the ADI Agency and the Alliance.

b. ADI Agency Requirements

i. Coordination

Applicants must demonstrate a minimum of two years of case management experience serving people with ADRD within the last three (3) years. **Applicants who fail to demonstrate the two years minimum required experience will not be considered eligible for a contract award under this RFP and the application will automatically be rejected.** ADI Agency case managers will coordinate all available resources for ADRD functi00onally impaired individual.

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

Chapter 2 of the DOEA Handbook contains information on all aspects of Case Management, including, among other things, case manager qualifications, job descriptions, duties and responsibilities. Chapter 10 of the DOEA Handbook provides a detailed description of the ADI program administration. Appendix B of the DOEA Handbook contains co-payment standards. Appendix D of the DOEA Handbook contains grievance standards. Appendix E of the DOEA Handbook contains background screening requirements. Applicants understand that by submitting a proposal in response to this RFP they agree to fully comply with all applicable requirements set forth in the current DOEA Handbook and any subsequent amendments to the DOEA Handbook. .

ii. Confidentiality

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

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

unauthorized access.

The ADI Agency must comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. As such, the ADI Agency agrees to the terms included in the sample Contract (Appendix I).

The ADI Agency must also comply with all requirements of the Social Security number confidentiality and security measures as required by section 119.071(5), Florida Statutes.

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

iii. Client Identification

a. Outreach-

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

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

b. Intake -

The intake process begins when a diagnosed individual or their caregiver contacts the Aging and Disability Resource Center (ADRC) or another designated access point seeking assistance. The ADRC conducts intake and screening functions using the 701S form.

Service provider agencies, including ADI Agencies, that are seeking assistance on behalf of an older adult must refer the individual to the ADRC for screening.

The purpose of the 701S telephone screening is to assess the individual's situation and determine placement on the Assessed Priority Consumer List (APCL). The APCL, maintained by the ADRC, prioritizes individuals based on greatest need. Additional information regarding APCL procedures and waitlist requirements is available in Chapter 2 of the DOEA Handbook.

It is important to note that the 701S telephone screening does not replace the comprehensive 701B in-home assessment, which must be conducted by the ADI Agency prior to developing a care plan and initiating services.

During intake, the ADRC collects essential information about the individual's physical, mental, and functional abilities, as well as concerns, limitations, and

general background. This information supports eligibility screening and facilitates appropriate service referrals.

If the individual does not meet eligibility criteria for the ADI program, the ADRC will screen for other programs it administers. Referrals to other community-based service agencies may also be made, as appropriate.

c. Eligibility Determination-

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

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

1. Individuals must be 18 years of age or older and have a diagnosis or be suspected of having ADRD where mental changes appear and interfere with the Activities of Daily Living (ADLs);
2. To be eligible for a Specialized Alzheimer's Services Adult Day Care Center participants must have a documented diagnosis of ADRD from a licensed physician, licensed physician assistant, or a licensed Advanced Practice Registered Nurse (APRN);
3. Caregivers are also eligible to receive training, respite, specialized adult day care center services, in-home services, and related support services to assist them in caring for the ADI client;
4. Clients may receive services other than respite services without a 24/7 caregiver;
5. The caregiver is available to assist with ADLs and instrumental activities of daily living (IADLs); however, the caregiver does not have to live with the client in order for the client to qualify for ADI; and
6. Clients may not be dually enrolled in the ADI program and a Medicaid capitated long-term care program.

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

iv. Service Care Plan

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

ADI Agency case managers are responsible for preparing a care plan for each eligible consumer using the format prescribed in Chapter 2 of the DOEA Handbook. The care plan must be developed in collaboration with the client and/or caregiver and must address all client needs. It is the responsibility of the case manager to identify the most appropriate resources to meet the service needs outlined in the care plan. Clients or caregivers may accept or decline services or providers of services. Case managers must ensure that clients and/or caregivers are offered a choice among available service provider agencies at all times.

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

specified in the DOEA Handbook.

All consumers must be reassessed at least annually. Care plans must be updated to reflect any changes in the client's condition or service needs.

v. Resource Management and Development

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

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

The ADI Agency is expected to participate as a member of the PSA 11 Dementia Care and Cure Initiative (DCCI).

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

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

vi. Staffing and Facility Requirements

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

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

All ADI Agencies must be open and accessible to the public a minimum of 40 hours per week, Monday through Friday between the hours of 8:00 AM and 5:00 PM with the exception of State of Florida official holidays. The ADI Agency's office must be reasonably accessible to persons seeking assistance and/or information. The ADI Agency's office must also be ADA Compliant.

ADI Agencies must have sufficient resources, in terms of both trained staff and equipment, to complete timely eCIRTS data entry and data management requirements. They must also be able to communicate with the Alliance via electronic mail and with encryption when communicating client confidential information or through shared file folders such as SharePoint.

A successful applicant must be prepared to assume program responsibilities and service provision at 12:01 AM on the first day covered by the contract period, without interruption to existing consumers. Failure to provide services on the first day of the contract may result in termination of the contract. Applicants that are awarded ADI contracts must provide detailed plans for the timely transfer of files and service care plans to assure a seamless transition with no interruption of service to consumers in the event of loss of the ADI contract as described in Section B.1.b.iii.6 of this RFP below.

vii. Personnel Standards and Employee Benefits

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

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

Job descriptions must be established for each position funded under a contract awarded pursuant to this RFP as well as for any unpaid position associated with service delivery under a contract awarded pursuant to this RFP. Job descriptions for funded positions must include a reference to salary ranges. Job descriptions specifically for Case Managers, Case Aides, and Case Manager Supervisors must meet all applicable requirements and standards per the DOEA Handbook. Personnel policies, job descriptions, and salary ranges must be made available by the ADI Agency upon request by the Alliance.

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

viii. Background Screening-

The ADI Agency shall ensure that all applicable background screening requirements of Section 430.0402 and Chapter 435, Florida Statutes, as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's Level 2 background screening. 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.

Further information concerning the procedures for background screening may be found at:

https://elderaffairs.org/about-us/background-screening

The ADI Provider must correct all background screening deficiencies identified by the Alliance within thirty (30) days upon notification.

The ADI Agency is responsible for complying with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116 and 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.

ADI Agency shall include in related subcontracts a requirement that subcontractors and/or vendors performing work or providing services pursuant to the state contract comply with all applicable background screening requirements as well as utilize the E-verify system to verify employment of all new employees hired by the subcontractor and/or vendor during the contract term.

ix. Training

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

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

Pre-service orientation for staff and volunteers shall include:

- **a.** Overview of the aging process
- **b.** Overview of the aging network
- **c.** Communication techniques with elders
- **d.** Abuse, neglect, exploitation and unusual incident reporting'
- **e.** Local agency service procedures and protocols
- **f.** Client confidentiality
- **g.** Client grievance procedures
- **h.** DOEA's web-based 701B assessment training

ADI Agencies must conduct, at a minimum, an initial and an annual in-service training of six hours and will document the duration and content in case management staff records. At a minimum, in-service training must include the following topics:

- **a.** Overview: Overview of community care services.
- **b.** Relationship: Relationship of case management to the community care services system.
- **c.** Completion of Forms: Use and completion of assessment instruments and care plans.
- **d.** Interviewing: Interviewing skills and techniques.
- **e.** Record Keeping: Record-keeping procedures.
- **f.** eCIRTS: Enterprise Client Information and Registration Tracking System (eCIRTS) procedures.

g. Aging Network Overview: Overview of the aging network (AAA, AHCA, DCF, DOEA and other agencies) and the agency's relationship to the community care service system;
h. Caregiver Training: Caregiver training regarding responsibilities and resource development techniques.
i. Coordination Training: Interagency coordination and informal network development training; and
j. Adult Protective Services (APS) Training: Training on the Abuse Registry Tracking Tool (ARTT) and the APS Referrals Operations Manual.

In addition, the ADI Agency must collaborate with a Memory Disorder Clinic in the development of staff training to meet staff needs.

Attendance at all trainings sponsored by the Alliance or DOEA is required.

Case managers must successfully complete DOEA's on-line training on the 701B Uniform Client Assessment Form and pass the certification test as well as attend Care Plan training provided by the Alliance.

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

x. Organization Chart

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

xi. Quality Assurance

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

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

xii. Co-Payment

Pursuant to Section 430.503, Florida Statutes, and Appendix B of the DOEA Handbook, provider agencies are responsible for collection of fees for ADI program services. Provider agencies shall assess fees for services rendered according to the DOEA Handbook. Co-payments shall be charged to all non-exempt CCE and ADI clients based on the client's ability to pay and include the gross income of the married, live-in spouse. The fee assessed shall be fixed according to an established DOEA co-payment schedule. No co-payments will be assessed on any CCE or ADI client whose income is at, or below, the federal poverty level (FPL) as established each year by the U.S.

Department of Health and Human Services. The co-payment fee schedule will commence at $1 above the established FPL each year.

The ADI Agency is responsible for timely billing and collecting assessed co-payments for all services provided under the ADI program. The ADI Agency shall develop written billing and collection procedures to ensure the existence of a clear audit trail between the co-payment assessed, collected and expended.

No client may have their services terminated for inability to pay their assessed co-payment. The Alliance in conjunction with ADI agencies must establish procedures to remedy financial hardships associated with co-payments and ensure there is no interruption in service(s) for inability to pay.

However, ADI agencies must develop their own termination procedures for clients who refuse to pay assessed co-payments (not due to inability to pay). Assessed co-payments will be considered delinquent when full payment has not been received after 30 days from the billing date, or according to the agency's billing procedures.

The funds collected must be retained in an interest-bearing account and reported to the Alliance monthly. All collected co-payment funds must be used to expand client services under the ADI program.

xiii. Disaster Preparedness and Emergency Related Service Provision

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

To prepare for an emergency/disaster event, the ADI Agency will fully cooperate, coordinate, and train with the local emergency management agency to the fullest extent possible. The ADI Agency must maintain a current DOEA required Disaster Plan and Continuity of Operations to be implemented, at the direction of the Alliance and/or the DOEA, in the event a disaster is declared by federal, state or local officials. For more detailed information refer to Chapter 13 of the DOEA Handbook. The plan minimally calls for the following measures and procedures:

a. Designation of a Disaster Coordinator and alternate.
b. Plans for contacting all at-risk clients, on a priority basis, prior to and immediately following a disaster.
c. Plans to receive referrals, conduct outreach, and deliver services, before and after a disaster, to persons who may or may not be current clients.
d. Plans for after-hours coverage of network services, as necessary.
e. Plans to help at-risk clients register with the Special Needs Registry of the local emergency management agency.
f. Emergency contact lists for staff
g. Call down lists of clients
h. Printed hard copy lists of clients in the event of prolonged power outages or loss of computer access

xiv. Social Security Number (SSN) Disclosure

In accordance with Title XIX of the Social Security Act, the client must be informed disclosure of their SSN is voluntary and will be used for referral and screening for Medicaid purposes. The client is not required to provide the SSN but is encouraged to do so for staff to screen for Medicaid eligibility and referral to the ADRC for potential services. An ADI Agency is authorized to collect a client's Social Security Number (SSN) only to the extent authorized by law and imperative to performance of the ADI Agency's duties and responsibilities All clients, however, shall be provided a written statement that identifies in writing the specific law governing the collection, use, or release of the SSN, including any authorized exceptions to such collection, use or release. This notice is currently included as part of DOEA Form 701B, Comprehensive Assessment. Whenever possible, the ADI Agency should submit reports to the Alliance with client identifying information using the assigned client eCIRTS identification, in lieu of an individual's SSN.

xv. Client Complaints, Grievances and Appeals Procedures

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

xvi. Reporting

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

The Alliance monthly reporting requirements for eCIRTS require all client and service data to be entered into eCIRTS by the 8th day of the month following the month during which services were performed. The following client and service data is required:

a. Consumer Demographics
b. Consumer Program Enrollment
c. Consumer Assessment Information
d. Consumer Care Plan, Authorizations and Referral to Provider Information
e. Consumer Services/Activities

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

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

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

xvii. Volunteers

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

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

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

xviii. Funding Sources

Applicants must provide a list of all current funding sources, including the Alliance, if applicable, and must submit a letter from each funding source, including the Alliance, indicating whether the applicant is in good standing. Failure to provide either will disqualify the applicant from award. Failure to disclose all current funding sources or to submit a valid letter of good standing for each required funding source shall constitute a material misrepresentation and, if discovered after contract award, shall be grounds for termination of the awarded contract.

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

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

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

d. Special Conditions

All unit rate increase negotiations are governed by the Alliance's Reimbursement Rate Review Policy incorporated here by reference.

e. Objectives and Outcome Measures-

The ADI provider is required to adhere to all Objectives and Outcome Measures implemented by the DOEA. The current Objectives and Outcome Measures are identified in Section III.A. of the Application. These Objectives and Outcome Measures are subject to revision by DOEA or the Alliance at any time during the contract year.

The ADI provider must address all unmet needs identified in the 701B assessments, including those related to the client’s environment, nutrition, Activities of Daily Living (ADL), Instrumental Activities of Daily Living (IADL), and the caregiver’s ability to provide care.

The ADI provider is required to develop and implement strategies and action steps to address all identified client needs. The ADI agency must follow the action steps and implement the necessary strategies to address client needs in order to meet or exceed the planning goals and Outcome Measures as specified by DOEA and the Alliance.

2. RFP Process

a. Contact Person

The sole contact for this RFP is:

Stan McNeese, CFO
RFPADI2026@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's 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 B.2.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 and Levels

The ADI Program is funded in its entirety through State of Florida General Revenue appropriation and is therefore subject to reduction or elimination from the state 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.

Funding for the ADI program is contingent upon annual appropriation from the Legislature and, therefore, is subject to the availability of funds which can be increased, reduced, or eliminated from the state budget. The funding used for this RFP is the Legislative appropriation for Fiscal Year 2025-26 for ADI, the total amount of funding included in this RFP is $5,499,761 ($5,344,673 for Miami-Dade County and $155,088 for Monroe County). There is no guarantee that this amount will continue to be appropriated during subsequent years of this RFP. An average Per Member Per Month (PMPM) for the first contracted year of this RFP will be $1,500 or $18,000 annually.

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

Miami-Dade County will only be considered for Miami-Dade County. Proposals submitted for Monroe County will only be considered for Monroe County.

e. Type of Contract and Method of Payment

Fixed rate contracts will be entered into for all services although some services are paid by cost reimbursement

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 ADI 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.

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.

f. **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.

As part of the application, applicants 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 its Service Provider Application or the unit rate provided by the Unit Cost Methodology, whichever is lower.

After the initial contract period, the selected applicant may only increase its unit rate for any service it is awarded by the rate of inflation as determined by the Consumer Price Index (CPI) percentage change for all items as determined by the Bureau of Labor Statistics for the preceding 12 months.

g. **Public Records and Trade Secrets**

Any material submitted in response to this RFP will become a public document pursuant to chapter 119, Florida Statutes. The Alliance assumes no liability for disclosure of or use of unmarked material containing trade secrets or other confidential material and may use or disclose the data for any purpose, and may assume the proposal was not submitted in confidence and therefore is a public record pursuant to Chapter 119 F.S.

The Alliance is not obligated to agree with an applicant's claim of exemption for marked materials and, by submitting a proposal, the applicant agrees to be responsible for defending

its claim that each and every portion of marked trade secrets are exempt from inspection and copying under Florida's Public Records Law. Applicant agrees that it shall protect, defend, and indemnify, including attorney fees and costs, including any appellate costs and attorney fees, the Alliance, its officers, employees, agents, and legal counsel from any and all claims and litigation arising from or relating to applicant's claim that the marked portions of its proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

h. **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.

i. **Contract Formation**
The Alliance will issue a notice of intent to award any successful applicants responding to this RFP to which the Alliance intends to award ADI 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.

j. **Calendar of Events**

ACTIVITY	DATE/TIME	LOCATION
Request for Proposal Issued by the Agency	February 17, 2026	Posted at: www.allianceforaging.org
Last Day for written inquiries to be submitted	February 24, 2026 5:00 pm EST	Must be emailed to: RFPADI2026@allianceforaging.org Attention: Stan McNeese
Anticipated Date for Agency Responses to Written Inquiries	March 3, 2026	Posted at: www.allianceforaging.org
Notice of Intent to Submit an RFP Response	March 6, 2026 5:00 pm EST	Must be emailed to: RFPADI2026@allianceforaging.org Attention: Stan McNeese
Proposals Due to the Alliance for Aging	March 31, 2026 1:00 pm EST	*Must be submitted electronically via the link sent by email to the email address included in your Notice of Intent*
Review Committee Instruction Meeting	March 31, 2026 3:00 pm EST	Virtually via the following link: https://teams.microsoft.com/meet/24095934540817?p=ofEmfPkS6khjGY2ONs Meeting ID: 240 959 345 408 17 Passcode: gu33Rr34
Public Meeting to Open/Tally Evaluator's Scores	April 16, 2026 1:00 pm EST	Virtually vias the following link: https://teams.microsoft.com/meet/25639593131530?p=MdA3c21LVVMpwripfS Meeting ID: 256 395 931 315 30 Passcode: 26Ar9GZ9
Board of Directors Meeting: Bid Review Committee Recommendations	April 23, 2026 4:00 pm EST	Virtually via the following link: https://teams.microsoft.com/meet/22755144101618?p=867p1e62UbV6dtPtXF Meeting ID: 227 551 441 016 18 Passcode: Vo2md9GY
Anticipated Posting of Notice of Intent to Award	April 24, 2026 5:00 pm EST	Posted at: www.allianceforaging.org
Notice of Intent to Protest Due (72 hours after Notice of Intent to Award is Posted)	April 27, 2026 5:00 pm EST	*Refer to Appendix VI of the RFP for guidelines*
Deadline to File Written Appeals	May 8, 2026 5:00 pm EST	*Refer to Appendix VI of the RFP for guidelines*
New Contracts Begin no later than:	July 1, 2026	

k. Notice of Intent to Apply

Applicants must submit a Notice of Intent to Submit a Proposal (Appendix II) by the deadline specified in the Calendar of Events to be eligible to submit an application. **Failure to timely submit the Notice of Intent to Apply will preclude an applicant from submitting an application.**

l. Corrections, Modifications, or Addendums to Application

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.

m. Receipt of Applications

The application and all its components must be prepared and submitted or uploaded electronically into the folders located within the link emailed to the email address provided by the Applicant 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 an applicant 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 automatically logged and recorded with the date and time the items were uploaded. 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. All times listed are in Eastern Standard Time (EST). 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 date and time specified in the Calendar of Events will be rejected.

n. 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.

o. 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.

p. 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.

q. 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.

r. Organization and Submission of Applications
Applications must be submitted as required by Section C "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.

s. 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.

t. Proposal Evaluation and Selection
Applications will be evaluated as described in Section D.1: "Application Evaluation" of this RFP.

u. Recommendations for Contract Award and Funding Allocation
The scores and rankings of the applications will be taken into consideration as further explained in Section D.2: "Scoring the Application".

v. Contract Award Decisions
Contract award and funding determination will be made in accordance with Section D.3: "Description of Funding Allocation" of this RFP.

w. 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.

x. Appeals Process
The Alliance has an existing appeals policy, the full text of which may be found under Appendix VI to this RFP. Written appeals must be received by the Alliance by the date and time specified in the Calendar of Events and meeting the requirements 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.

3. Contract Terms and Conditions

A sample ADI 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 must 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.

4. Applicant's Representations and Authorizations

In submitting an application in response to this RFP, each applicant understands, represents and acknowledges the following (if the applicant cannot 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. Prices and amounts have been arrived 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 because 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 is 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.

SECTION C: APPLICATION PREPARATION

1. General

The application must 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. **Paper copies of the application will NOT be accepted**. The various components of the application must be uploaded into their corresponding folders which will be set up for the applicant 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 IV.

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 three (3) business days after the due date of the Notice of Intent to Apply. **Proposals submitted via email 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.

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 IV.
c. Contain the signed Certifications and Assurances (Appendix III).

2. Application Part A (Program Module)

a. Title Page

Section I.A. of the standard application (Appendix IV) 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 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 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; however, the final application must be submitted in pdf format. 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 the “Exhibits” folder.

c. Outcome Measures

Section III.A of the application provides an understanding of each applicant of the Objectives and Outcome Measures and how they will be achieved. This section must be uploaded into the “Part A Program Module” folder.

d. Qualifications and Prior Experience

Section IV.A must 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.

e. Organizational Capability Package

Each proposal must include each of the documents identified in Section VI.A. (Organizational Capability Package). In order to be accepted for consideration in the bid scoring process, the Organizational Capability Package must be uploaded into the “Organization Capability” folder. However, any supporting documents requested when responding to Part A questions must be uploaded into the “Exhibits” folder.

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.

By submitting an application, the applicant certifies that it has read and understands the service requirements as described in the DOEA 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.

3. Application Part B (Contract Module)

Part B (Contract 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, using the evaluation criteria set forth in this RFP. In order to be accepted for consideration in the bid scoring process, the Part B Contract Module must be uploaded into the “Part B Contract Module” folder.

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 Methodology

The Unit Cost Methodology (UCM) must be completed and included in Part B (Contract Module) of the application. The UCM is an excel workbook that is comprised of three worksheets that need to be completed: 1. Personnel Worksheet; 2. Unit Cost Worksheet; 3. Budget Support Worksheet. The UCM can be found on the Alliance website at https://allianceforaging.org/providers/fiscal-documents

Instructions for completing the UCM can be found in Appendix V.

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

b. Availability of Documents

The Availability of Documents is a form consisting of a list of documents that must be readily available to be provided should they be asked for by the Alliance. This form must be certified and submitted as part of the application.

SECTION D: APPLICATION EVALUATION AND ALLOCATION

1. Application Evaluation

Upon receipt of the Notice of Intent to Apply, an email will be sent to the email address indicated on that Notice providing a link to the application SharePoint folders where the various application documents are to be submitted. Each member of the Review Panel will be required to complete a Conflict-of-Interest Questionnaire. The Alliance will review each questionnaire to ensure that no person evaluating the applications has a conflict of interest.

The contents of the "Part A Program Module", "Organizational 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.

A Review Panel for the application consists of four professional staff of the Alliance. These professionals are knowledgeable about social services and have 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 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.

A total overall score for both Part A and Part B will be determined for each application submitted.

2. Scoring the Application

The section score is determined by a sum 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 scoring sections pertaining to Part B, Contract Module, will be reviewed and scored by one reviewer. The scoring for Part B will consist of the weighted average of the five possible scoring sections: The Case Management Rate, the three parts of the UCM, and the Availability of Documents.

- The Case manamgent rate is scored as follows: The lowest rate from all the applicants receives 3 points, the next lowest rate from all the applicants receives 2.5 pts, the next lowest receives 2 points, and so on until there are no points left to give.

Should a rate for Case Management not be submitted in the Unit Cost Methodology, the application will be considered non-responsive and will no longer be considered for potential contract. Should a rate not be developed in the UCM for any of the other services planned to be provided as submitted in Section II.B of the application, there will be a scoring reduction for those missing rates.

Supporting documentation for Personnel costs and Subcontractor costs must be submitted as stipulated in Section II.B.1 of the Service Provider Application, Appendix IV.

As per Section B.2.f, after the initial contract period, the selected applicant may only increase its unit rate for any service it is awarded by the rate of inflation as determined by the Consumer Price Index (CPI) percentage change for all items as determined by the Bureau of Labor Statistics for the preceding 12 months.

The maximum point value for each scoring question and each scoring section is 3.0. The scores for each of the scoring sections are weighed and then combined into the final Overall Score. The scores and rankings of the applications will be presented to the Alliance President and CEO who, in turn, will make a recommendation to the Alliance Board of Directors which has ultimate authority to approve ADI Agency contracts awarded pursuant to this RFP.

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

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

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

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

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

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

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

3. Description of Funding Allocation:

…

During the first stage, funding will be assigned for all existing DOEA and Alliance Current

Clients of ADI Agencies receiving funding under contract with the Alliance for Fiscal Year 2026-27.

The number of Current Clients is defined as the average monthly number of unduplicated case managed clients served during the eight (8) month period of July 2025 through February 2026.

Annual funding for each client is based on the average Per Member Per Month (PMPM) established in this RFP multiplied by 12.

For Miami-Dade County:

- Awarded applicants that are ADI providers under contract with the Alliance for Fiscal Year 2026-27 will be funded for their number of current clients multiplied by the average cost per client as defined above.
- Displaced clients from current providers that are not awarded funding through this RFP will be assigned to all awarded applicants on a rotating basis. Funding for these clients will be awarded based on the Annual Funding per client as defined above.
- Any remaining funding will be used to serve new clients based on client choice of ADI Agency.
- If the total funding required to serve the number of current clients exceeds the RFP funding allocation for the county, funding will be reduced proportionately for all applicants awarded funding under this RFP.

For Monroe County:

- If the awarded applicant is the current ADI provider under contract with the Alliance, funding will be awarded to serve the existing clients based on their unduplicated case managed caseload during the eight (8) month period of July 2025 through February 2026 multiplied by the average cost per client.
- If the awarded applicant is not the current provider, the displaced clients from the current provider will be assigned to the awarded applicant. Funding for these clients will be awarded based on the average cost per client as defined above.
- Any remaining funding will be used to serve new clients.
- If the total funding required to serve the current clients exceeds the RFP funding allocation for the county, funding will be reduced for the awarded provider to the RFP funding allocation.

APPENDIX I

ALZHEIMER'S DISEASE INITIATIVE CONTRACT

2026-2027 Fiscal Year

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

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

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

WHEREAS, the Florida Department of Elder Affairs (the "Department") has entered into a Contract with the Alliance to fund Alzheimer Disease Initiative Providers in Miami-Dade and Monroe Counties; and

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

1. Purpose of Contract

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

2. Incorporation of Documents within the Contract

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

3. Term of Contract

3.1 Effective Date:

This contract shall begin at twelve (12:00) A.M., Eastern Standard Time on **July 1, 2026** or on the date the contract has been signed by both parties, whichever is later. The contract will end on **June 30, 2027**, or such earlier date as the contract is terminated pursuant to Section 51 herein, except that the parties shall continue to perform those limited contract close-out activities set forth in this contract.

3.2. Delivery of services shall end at **11:59 P.M**., Eastern Standard Time on **June 30, 2027**, or such earlier time as the contract is terminated pursuant to paragraph 10 herein. Under no circumstances will the Alliance reimburse the provider for services provided after **June 30, 2027,** or any earlier termination date. Only limited contract close-out activities are to be performed after **June 30, 2027** consisting of reporting, invoicing and payment as stipulated in ATTACHMENT VIII.

4. Contract Amount

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

4.1 Obligation to Pay

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

5. **Renewals**

The contract may be renewed upon successful award of an ADI contract subsequent to the 2026 ADI procurement that will award annual contact for a 3-year cycle. Such renewals shall be subject to funding, stipulations, and funding in the procurement documents.

In the event that contracts cannot be executed prior to the July 1st start date, the Alliance may, at its discretion, extend this Agreement upon written notice for up to 120 days to ensure continuity of service. Services provided under this extension will be paid for out of the succeeding agreement amount.

6. Compliance with Federal Law

6.1. 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 violation shall be cause for unilateral cancellation of this contract by the Alliance.

6.2. 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.

6.3. The Provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

6.4. 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.

6.5. 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.

7. Compliance with State Law

7.1 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 the Florida law, including Florida provisions for conflict of laws.

7.2 The Provider shall comply with Section 215.97, F.S and requirements of s. 287.058, F.S. as amended.

- 7.2.1 The Provider shall perform all tasks contained in Attachment 1.
- 7.2.2 The Provider shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Contract, which the Contract Manager must receive and accept in writing prior to payment in accordance with s. 215.971(1) and (2), Fla. Stat.. Expenditures must be in compliance with laws, rules, regulations, including, but not limited to the Florida Reference Guide for State Expenditures issued by the Florida Department of Financial Services ("DFS").
- 7.2.3 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,
- 7.2.4 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.
- 7.2.5 If itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.
- 7.2.6 The Provider shall allow public access to all documents, papers, letters, or other public records as defined in s. 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 will constitute an immediate breach of contract for which the Alliance may unilaterally terminate the contract.

7.3 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, F. A. C.

7.4 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provision of s. 287.134, F.S.

7.5 The Provider shall comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

7.6 The Alliance and/or Department may terminate the Contract if the Provider is found to have submitted a false certification as provided under 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in Iran Petroleum Sector List, the Scrutinized Companies with activities in Sudan List, or the scrutinized companies that Boycott Israel list, or if the Provider has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel.

8. Background Screening

8.1 The Provider shall ensure that the requirements of s. 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's Level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The 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 Department, the Background Screening Affidavit of Compliance (Screening Form) upon thirty (30) days of execution of this contract. Should the Alliance have a completed Screening Form on file for the Provider, a new Screening Form will be required every twelve (12) months.

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

9. Grievance and Complaint Procedures

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

9.2 **Complaint Procedures**:
The Provider shall develop and implement complaint procedures and ensure that sub-Contractors 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 the complaint and the determination of the complaint on a complaint log.

10. Public Records and Retention:

10.1 If, under this contract the Provider is providing services and is acting on behalf of the Alliance and the Department as provided under s. 119.011(2), Florida Statutes, the Provider, subject to the terms of s. 287.058(l)(c), Florida Statutes, and any other applicable legal and equitable remedies, agrees to all provisions of Chapter 119, Fla. Stat., and any other applicable law, and shall:

10.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services.

10.1.2 Upon request from the Alliance or the Department, the Provider will provide a copy of the request for records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

10.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

10.1.4 Upon completion of this contract, the Provider will 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 Alliance or the Department. If the Provider transfers all public records to the Alliance upon completion of the contract, 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 Alliance in a format that is compatible with the information technology systems of the Alliance.

10.2 The Alliance may unilaterally cancel this contract notwithstanding any other provisions of this Contract, for refusal by the Provider to comply with Section 9 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 the contract, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), 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 32309
850-414-2342
doeapublicrecords@elderaffairs.org

10.3 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.

11. Audits, Inspections, Investigations:

11.1 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. Provider(s) shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under any contract or agreement which incorporates this Contract. Whenever appropriate, financial information should be related to performance and unit cost data.

11.2 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.

11.3 Upon demand, at no additional cost to the Alliance, the Provider shall facilitate the duplication and transfer of any records or documents during the required retention period.

11.4 The Provider shall assure that the records described in Paragraph 10 will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Alliance.

11.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Alliance and the Department, pursuant to 45 CFR part 75, will 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.

11.6 The Provider shall provide a financial and compliance audit to the Alliance by a third-party independent audit firm as specified in this contract and in ATTACHMENT III and ensure that all related third-party transactions are disclosed to the auditor.

11.7 The Provider agrees to comply with the Department's Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to s. 20.055, F.S.. By execution of this Contract the Provider understands and will comply with this subsection. Provider further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055(5), F.S.

12. Nondiscrimination-Civil Rights Compliance

12.1 The Provider shall execute assurances in ATTACHMENT II 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 Providers, sub-Contractors, 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.

12.2 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.

12.3 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.

12.4 These assurances are a condition of continued receipt of or benefit from 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 sub-Contractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of 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.

13. Monitoring by the Alliance for Aging

13.1 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 Provider to enforcement actions as described in this Contract.

13.2 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 financial audit, compliance audit (if required by Attachment III of this contract), internal controls, reimbursement requests, subcontractor monitoring, targeting, program eligibility, outcome measures, service provision to clients, data integrity, client satisfaction, and client file reviews.

13.3 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.

14. Provision of Services

The Provider shall provide services in the manner described in ATTACHMENT I of this contract and in the Service Provider Application (SPA). In the event of a conflict between the Service Provider Application and this contract, the contract language prevails.

15. 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.

16. Indemnification

The Provider shall indemnify, save, defend, and hold harmless the Department, the Alliance and its officers, agents, and employees from any

and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution this Contract, or performance of the services provided for herein. It is understood and agreed that the Provider is not required to indemnify the Department or the Alliance for claims, demands, actions, or causes of action arising solely out of the Department's or Alliance's negligence.

17. Insurance and Bonding

17.1 Provider must provide continuous adequate liability insurance and worker's compensation insurance coverage, during the existence of this contract, and during any renewal(s) or extension(s) of it. In the event there is a need to process any claims that may arise that the same protection will be afforded the Alliance. Supporting documentation can be either a Certificate of Insurance naming the Alliance as an additional insured on the provider's liability insurance policy or policies or if the Provider is self-insured or a local municipality or county, a signed letter from the municipality or county stating that the processing of any claims that may arise that the same protection will be afforded the Alliance as would be provided by a policy of insurance . 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. Upon execution of this Contract, the Provider shall furnish the Alliance written verification supporting both the determination and existence of such insurance coverage. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. The Provider shall ensure that the Alliance has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department and the Alliance reserve the right to require additional insurance as specified by this contract.

17.2 Throughout the term of this contract, the Provider must 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 this contract, in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

18. 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.

19. 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).

20. Incident Reporting

20.1 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 or Subcontractor's ability to perform the services required to be performed under this contract. Such notice shall be made orally to the Contract Manager (by telephone) with an email to immediately follow.

20.2 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 both the Provider, subcontractors and its employees.

21. Bankruptcy Notification

During the term of this contract, the Provider shall immediately notify the Alliance if the Provider, its assignees, sub-Contractors or affiliates file a claim for bankruptcy. 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.

22. Sponsorship and Publicity

22.1 As required by s. 286.25, Fla. Stat., 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 NAME], The Alliance for Aging, Inc., and the State of Florida,

Department of Elder Affairs." If the sponsorship reference is in written material, the words “Alliance for Aging, Inc.” and "State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

22.2 The Provider shall not use the words “Alliance for Aging, Inc.” or "The State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Alliance prior to use.

23. Assignments

23.1 The Provider shall not assign the rights and responsibilities under any contract without the prior written approval of the Alliance. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Alliance will constitute a material breach of the contract or agreement.

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23.2 This contract shall remain binding upon the successors in interest of the Provider and the Alliance.

24. Subcontracts:

24.1 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.

24.2 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.

24.3 The Provider shall programmatically monitor, at least once per year, each of its subcontractors, Subrecipients, Vendors, and/or Consultants. 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.

24.4 The Provider shall have a procurement policy that assures maximum free and open competition. Such procurement policy must conform, as applicable, with Federal and State contracting and procurement regulations, and the Alliance’s procurement policy.

24.5 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 the staff responsible for performing any duties or functions within this contract has the qualifications as specified in the Department’s Programs and Services Handbook.

25. 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 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.

26. Funding Obligations:

26.1 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.

26.2 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.

26.3 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.

26.4 The Alliance shall not be liable to the Provider for expenditures made in violation of regulations promulgated under the Older Americans Act, Department rules, Florida Statutes, or this contract.

27. Independent Capacity of Provider

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

28. Payment

28.1 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.

28.2 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: sections 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 sub-contractor 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.

28.3 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.

29. Return of Funds

The Provider shall return to the Alliance any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any contract or agreement incorporating this Contract by reference that were disbursed to the 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 will notify the Provider in writing of such findings. Should repayment not be made forthwith, the Provider shall be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after Alliance's notification or Provider discovery.

30. Data Integrity and Safeguarding Information.

The Provider 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 must be routinely backed up to insure recovery from losses or outages of computer systems. The security over the back-up data is to be as stringent as the protection required of the primary systems. The Provider shall insure all sub-Contractors maintain written procedures for computer system backup and recovery. The Provider shall, prior to execution of this agreement, complete the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements prior to the execution of this contract. as part of ATTACHMENT II.

31. Social Media and Personal Cell Phone use:

31.1 Inappropriate use of social media and personal cell phones may pose risks to DOEA's confidential and proprietary information and may jeopardize compliance with legal obligations. By signing this contract, Provider agrees to the following social media and personal cell phone use requirements.

31.2 **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.

31.3 **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.

31.4 **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.

31.5 **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.

31.6 **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.

31.7 **Assist DOEA with Communications.** Contactors 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.

32. 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 Department of Elder Affairs Program and Services Handbook, no Provider may employ, in any capacity, any member of its governing board or any family member of a person on the board.

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.

33. 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-Contractor, 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.

34. Purchasing:

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

34.1.1 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.

34.1.2 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.

34.1.3 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.

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

34.2 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.

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

34.3.1 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 BUSIINESS 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.

34.3.2 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.

34.4 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 F)

35. Patents, Copyrights, Royalties

35.1 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.

35.2 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.

35.3 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR Part 200.315.

36. Emergency Preparedness and Continuity of Operations

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

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

37. PUR 1000 Form:

The PUR 1000 Form is hereby incorporated by reference and available at:
https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

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

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

Any state funds provided for the purchase of or improvements to real property are contingent upon the 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.

39. Dispute Resolution

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

40. 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.

41. Venue

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

42. 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.

43. Force Majeure

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

44. Severability Clause

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

45. Condition Precedent to Contract: Appropriations

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

46. Addition/Deletion

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

47. Waiver

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

48. 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 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 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.

49. Final Invoice

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

50. Modifications

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

51. **Suspension of Work:**
The Alliance may in its sole discretion suspend any or all activities under this contract when in the Department of Elder Affairs and/or the Alliance determines that it is in the best interests of 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.

52. Termination

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

52.2 Termination for Cause. The Alliance may terminate this Contract if the Provider fails to (I) 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, (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. 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.

52.3 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).

53. **Successors**
This contract shall remain binding upon the successors in interest of either the Alliance or the Provider, subject to the assignment provisions above.

54. **Electronic Records and Signature**

54.1 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, Fla. Stat. All electronic records must be fully auditable; are subject to Florida's Public Records Law, Ch. 119, and Fla. Stat.; 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.

54.2 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.

54.3 Upon request by the Alliance, the Provider shall provide the Alliance 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.

55. Special Provisions

The Provider agrees to the following provisions:

55.1 **Investigation of Criminal Allegations**:
Any report that implies criminal intent on the part of the Provider or any sub-Contractors and 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 contract manager. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Provider or Sub-Contractors, must be sent to the Alliance's contract manager with a summary of the investigation and allegations.

55.2 **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.

55.3 **Enforcement:**
The Alliance may, without taking any intermediate measures available to it against the Provider, rescind the contract, if the Alliance finds that:

55.3.1 An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients served pursuant to this contract, or substantially and negatively affected the operation of services covered under this contract;

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

55.3.3 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 the Alliance or the Department standards;

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

55.3.5 The Provider has failed to adhere to the terms of this contract.

In the alternative, the Alliance may, at its sole discretion, 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.

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

55.5 Use of Service Dollars:
The 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.

55.6 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:

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

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

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

55.6.4 Number of clients served and Aging and Disability Resource Center ("ADRC") client contacts,

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

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

56. Contract Manager

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

57. Official Payee and Representatives:

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

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

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

In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

58. 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 contract, to be executed by their undersigned officials as duly authorized.

Provider: **[Provider Name]**	**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 ATTACHMENTS

Attachment I	**SERVICE PROVISIONS ALZHEIMER'S DISEASE INITIATIVE**
Attachment II	**CERTIFICATIONS AND ASSURANCES**
Attachment III	**FINANCIAL AND COMPLIANCE AUDIT**
Attachment VI	**ASSURANCES NON CONSTRUCTION PROGRAMS**
Attachment VII	**BUDGET SUMMARY**
Attachment VIII	**INVOICE REPORT SCHEDULE**
Attachment IX	**REQUEST FOR PAYMENT FORM**
Attachment X	**RECEIPT AND EXPENDITURE REPORT**
Attachment A	**DOEA HANDBOOK**
Attachment B	**CIVIL RIGHTS COMPLIANCE CHECKLIST**
Attachment C	**BUSINESS ASSOCIATES AGREEMENT**
Attachment D	**BACKGROUND SCREENING AFFADAVIT OF COMPLIANCE**
Attachment F	**CERTIFIED MONORITY BUSINESS SUBCONTRACTOR EXPENDITURE (CMBE)**

ATTACHMENT I

ALZHEIMER'S DISEASE INITIATIVE PROGRAM

SECTION I. SERVICES TO BE PROVIDED

A. DEFINITIONS OF TERMS AND ACRONYMS

1. ACRONYMS

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

2. PROGRAM SPECIFIC TERMS

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

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

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

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

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

Specialized Day Care: Licensed Specialized Alzheimer's Services Adult Day Care Centers, licensed in accordance with Section 429.918, F.S., that are considered models because they provide specialized Alzheimer's services for AD clients. FloridaHealthFinder.gov provides an up-to-date listing of all Specialized Alzheimer's Services Adult Day Care Centers.

Specialized Alzheimer's Services: Specialized Alzheimer's services, offered in day care centers include, but are not limited to, those listed below:

a. Providing education and training on the specialized needs of persons with Alzheimer's disease or related memory disorders and caregivers.
b. Providing specialized activities that promote, maintain, or enhance the ADI client's physical, cognitive, social, spiritual, or emotional health.
c. Providing therapeutic, behavioral, health, safety, and security interventions; clinical care, and support services for the ADI client and caregiver.

B. GENERAL DESCRIPTION

1. **General Statement**
   The purpose of the ADI is to address the special needs of individuals with AD, their families, and caregivers.

2. **Alzheimer's Disease Initiative Mission Statement**
   The ADI program assists persons afflicted with AD and other forms of dementia to live as independently as possible with support to family members and caregivers.

3. **Authority**
   The relevant authority governing ADI program are:

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

4. **Scope of Services**
   The Provider is responsible for the programmatic, fiscal and operational management of ADI. The services shall be provided in a manner consistent with and described in the Providers Service Provider Application (SPA) as submitted with the 2019 RFP, and any revisions thereto approved by the AAA, and the current DOEA Programs and Services Handbook and all subsequent amendments and revisions to the Handbook, which are hereby incorporated by reference. In the event of conflict between the SPA and the Handbook, the Handbook prevails.

   The Provider is responsible for adherence to the4 Area Plan and any amendments to the Area Plan

C Clients to be Served

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

2. **Client Eligibility**
   Clients eligible to receive services under this contract must:

   a. Be 18 years of age or older and have a diagnosis of AD or a related disorder, or be suspected of having AD or a related disorder; or
   b. If enrolled in Specialized Alzheimer's Services Adult Day Care, be a participant who has a documented diagnosis of Alzheimer's disease or a dementia-related disorder (ADRD) from a licensed physician, licensed physician assistant, or a licensed advanced registered nurse practitioner: and
   c. Not be enrolled in any Medicaid capitated long-term care program.

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

SECTION II. MANNER OF SERVICE PROVISION

A. Service Tasks
To achieve the goals of the ADI program, the Provider shall perform, or ensure that its subcontractors perform, the following tasks:

1. **Client Eligibility Determination**
   The Provider shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in Section I.C.2.

2. **Assessment and Prioritization of Service Delivery for New Clients**
   The Provider shall ensure the following criteria are used to prioritize new clients in the sequence below for service delivery. It is not the intent of the Department to remove existing clients from services to serve new clients being assessed and prioritized for service delivery.

a. Imminent Risk individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within a month or very likely within three (3) months.

b. Service priority for individuals not included above, regardless of referral source, will be determined through the Department's functional assessment administered to each applicant, to the extent funding is available. The Provider shall ensure that priority is given to applicants at the higher levels of frailty and risk of nursing home placement.

c. The Alliance ADRC will follow its Referral Protocols included here by reference.

3. **Task Limits**
The Provider shall not perform any tasks related to the project other than those described in this contract without the express written consent of the Department.

B. Staffing Requirements

1. **Staffing Levels**
The Provider shall assign its own administrative and support staff as necessary to meet the obligations of this contract and shall ensure that subcontractors 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 current DOEA Handbook.

3. **Service Times**
The Provider shall ensure the availability of the services listed in this contract at times appropriate to meet client service needs including, at a minimum, during normal business hours, or as otherwise specified in proviso or the Subcontractor's approved service provider application. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

4. **Use of Subcontractors**
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 for a period of sixty (60) days or more of the initiation of the subcontract or the performance of the Subcontractor, the Provider shall notify the Alliance's Contract Manager of such delay. The Provider shall not permit a Subcontractor to perform services related to this contract without having a binding Subcontractor agreement executed. The Department will not be responsible or liable for any obligations or claims resulting from such action.

a. 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.

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

c. Copies of Subcontractor Monitoring Reports
The Provider shall forward a copy of all subcontractor Monitoring Reports to the Alliance 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.

1. **Delivery of Services to Eligible Clients**

The Provider shall ensure the provision of a continuum of services addressing the diverse needs of individuals with AD and their caregivers. The Provider shall ensure performance and reporting of the following services in accordance with the current DOEA Handbook, which is incorporated by reference, and Section II.A. of this contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The continuum of services provided under this contract include those identified by the following service categories:

Respite and Other Services

(1) Caregiver Training/Support.
(2) Case Aide.
(3) Case Management.
(4) Counseling (Gerontological).
(5) Counseling (Mental Health/Screening).
(6) Education/Training.
(7) Home Delivered Meals.
(8) Housing Improvement.
(9) Material Aid.
(10) Respite (Facility-Based).
(11) Respite (In-Home).
(12) Respite (In-Facility, Specialized Alzheimer's services)
(13) Specialized Medical Equipment, Services, and Supplies; and
(14) Transportation.

2. Services and Units of Service

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. The Budget Summary (Attachment VII**)** lists the services that can be performed, the reimbursement unit rate, the method of payment, and the service unit type. Units of service will be paid pursuant to the Budget Summary (Attachment VII**)**.

3. Administrative Responsibilities

The Provider shall provide management and oversight of ADI program operations in accordance with the current DOEA Handbook. Management and oversight of ADI program operations include the following:

a. Establish contractual agreements with appropriate and capable subcontractor and vendor agreements, 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 shall respond within five (5) business days to the Alliance's request for routine and/or special requests for information and ad hoc reports. The Provider must establish due dates for any subcontractors 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 no later than ninety (90) calendar days after the Provider Fiscal Year end. The SCR shall reflect actual costs of providing each service by program for the preceding Provider fiscal year. If the Provider desires to renegotiate its reimbursement rates, the Provider shall make a request in writing to the Alliance in accordance with the Alliance's approved Reimbursement Rate Review Policy, which is incorporated by reference.

2. (eCIRTS) Reports:
The Provider shall ensure timely input of ADI specific data into eCIRTS. To ensure eCIRTS data accuracy, the Provider shall adhere to the Alliance's eCIRTS Data Integrity Policy and use eCIRTS-generated reports which include the following:

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

3. 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. The report will include the following:

a. Actual contracted funding utilized each month and YTD
b. Number of active clients compared to the average number of clients funded in the contract
c. Monthly and YTD number of unduplicated clients served
d. Detailed plan on how any projected surplus (or deficit) spending exceeding the Surplus allowance threshold in the Alliance Policies, incorporated here by referernce,1will be resolved.

In accordance with Alliance 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 within the Alliance policy surplus allowance.

4. Co-Pay Collections Report
The Provider shall submit a consolidated annual co-payment collections report to the Alliance Contract Manager by July 31, 2026, using Attachment 5, located in Appendix B of the Programs and Services Handbook.

5. Program Highlights
The Provider shall submit Program Highlights referencing specific events that occurred in the previous fiscal year by September 15th 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.

E. RECORDS AND DOCUMENTATION

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

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

a. Ensure the provision of the services described in this contract are in accordance with the current DOEA Handbook and Section II.C of this contract;
b. The Provider shall timely submit to the Alliance all reports described in Section. II.D of this contract;
c. 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

The performance of the Provider in providing the services described in this contract shall be measured by the current SPA strategies for the following criteria:

a. Percent of APS referrals who are in need of immediate services to prevent further harm who are served within 72 hours;
b. Percent of elders assessed with high or moderate risk environments who improved their environment score;
c. Percent of new service recipients with high-risk nutrition scores whose nutritional status improved;
d. Percent of new service recipients whose ADL assessment score has been maintained or improved;
e. Percent of new service recipients whose IADL assessment score has been maintained or improved;
f. Percent of family and family-assisted caregivers who self-report they are likely to provide care;
g. 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);
h. Percent of most frail elders who remain at home or in the community instead of going into a nursing home;
i. Percentage of active clients eating two or more meals per day;
j. After service intervention, the percentage of caregivers who self-report being very confident about their ability to continue to provide care.

3. The Provider's performance of the measures in Section II.F.2. above will be reviewed and documented in the Alliance's Annual Programmatic Monitoring Report.

4. **Monitoring and Evaluation**
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 on-site visit(s). 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 are tasks and deliverables for which, by execution of this 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 this 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.

3. **Usage of Funds Allocated:**
   The Provider understands that its contracted funding for Access and Coordination of Service is based on a predetermined average Per Member Per Month (PMPM) rate of $1,436.00 for Access and Coordination of Services and for all services contracted to be provided under this contract.

   The Provider shall manage its caseload to ensure that the available funding under this Contract is maximized to serve as many clients as possible taking into consideration the average PMPM rate as stated in the above paragraph. The Provider understands and agrees that the Alliance will review a monthly Surplus Deficit Report for each ADI provider and a consolidated PSA-wide Surplus Deficit Report. Should funding be in a surplus situation, the Alliance may de-obligate funding from the Provider as per the Alliance policy incorporated here by reference.

   Further, should the actual costs incurred by the Provider at the end of each quarter of the contract period exceed the agreed-upon average PMPM rate, the Provider shall enter into a Corrective Action Plan and the Alliance will require a payback of 50% of the cost that exceeds the agreed upon average PMPM at the end of the first quarter of the contract period, 75% at the end of the second quarter of the contract period, and 100% at the end of the third and fourth quarters of the contract period.

H. Alliance for Aging 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.

3. The Alliance ADRC will release referrals from the waitlist in accordance with its Referral Protocols included here by reference.

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., Manner of Service Provision, and in accordance with other terms and conditions of this contract.

1. **Fixed Fee/Unit Rate**
   Payments for Fixed Fee/Unit Rate 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 this 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 IX), starting with the invoice submission of the third month activities and billing, in accordance with the Invoice Report Schedule (Attachment VIII).

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 Case Management and Special Subsidy 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

Any payment due by the Department under the terms of this contract may be withheld pending the receipt and approval by the Department of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowances.

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 incompliance with any deliverables, aspects or requirements of this contract, the Alliance may employ any or all of the following consequences:

1. Payment Withholding
   The Alliance may withhold invoice payment for repeated findings of non-compliance with the requirements of this contract until such time as provider becomes compliant.

2. 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 a 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.

3. 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 related 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 related Alliance funded contracts.

Failure to correct any concerns subsequent to a financial penalty may result in contact termination

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 all ADI services. The match will be made in the form of cash and/or in-kind resources. At the end of the contract period, all ADI funds expended must be properly matched. State funds cannot be used to match another state-funded program.

2. **Cost Sharing and Co-payments:**
The Provider in conjunction with the Alliance shall establish an annual co-payment goal (amount to be collected from clients). Using the method prescribed in Appendix B of the current Department of Elder Affairs Program and Services Handbook, the provider shall project the annual co-payments to be collected from each active client in all income ranges prior to the start of each fiscal year. The provider is required to meet the established goal. Co-payments collected in the ADI program can be used as part of the local match.

3. **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 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 or overage of the established average PMPM as per Attachment I, Section II.G.3.

4. **Budget Summary:**
The Alliance has established a spending authority based on services and rates 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 IV.A.3.a of this contract.

ATTACHMENT II

CERTIFICATIONS AND ASSURANCES

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

A. Debarment and Suspension Certification (29 CFR Part 95 and 2 CFR Part 200)

B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)

C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)

D. Certification Regarding Public Entity Crimes, section 287.133, F.S.

E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)

F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.

G. Certification Regarding Data Integrity Compliance for Agreements. Grants, Loans And Cooperative Agreements

H. Verification of Employment Status Certification

I. Records and Documentation

J. Certification Regarding Inspection of Public Records

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

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

I. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

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 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 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 tl1e 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;

Provider 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 agreements Provider 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.

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, 20 I 0, 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 Providers shall provide this assurance accordingly.

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

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

If this Contract is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Provider 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.

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

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

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR 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: (I) 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 Provider, Subcontractors, 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, Providers 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 of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

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

I. RECORDS AND DOCUMENTATION

The Provider 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 Provider shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Alliance and the Department. Maintenance includes accurate and current data, and valid exports and backups of all data and systems according to Department standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of section 9 of this contract, and 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, Provider 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 Provider 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).

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

_____
(Signature and Title of Authorized Representative)

_____
Provider Date

_____
(Street Address)

_____
(City, State, Zip code)

ATTACHMENT III

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Alliance for Aging, Inc. to the Provider may be subject to audits and/or monitoring by the Alliance or the Florida Department of Elder Affairs, as described in this section.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

In the event that the Provider expends $1,000,000 or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates federal resources awarded through the Department of Elder Affairs and the Alliance by this agreement. In determining the federal awards expended in its fiscal year, the Provider shall consider all sources of federal awards, including federal resources received from the Alliance or the Department of Elder Affairs. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

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

If the Provider expends less than $1,000,000 in federal awards in its fiscal year, a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Provider expends less than $1,000,000 in federal awards in its fiscal year and elects to have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Provider resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Alliance for Aging, Inc. 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 for Aging, Inc. shall be fully disclosed in the audit report with reference to the Alliance for Aging, Inc. agreement involved. If not otherwise disclosed as required by Section 310(b) (2) of OMB Circular A-133, as revised, the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with the Alliance for Aging, Inc. in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Provider's fiscal year end.

PART II: STATE FUNDED

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

In the event that the Provider expends a total amount of state financial assistance equal to or in excess of $1,00,000 in any fiscal year of such Provider (for fiscal years ending September 30, 2004 or thereafter), the Provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Alliance for Aging, Inc. 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 for Aging, Inc., other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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

If the Provider expends less than $1,000,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), a single or project-specific audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Provider expends less than $1,000,000 in state financial assistance in its fiscal year and elects to have a single or project-specific audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the 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 for Aging, Inc. 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 for Aging, Inc. shall be fully disclosed in the audit report with reference to the Alliance for Aging, Inc. agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Alliance for Aging, Inc. 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 and the Department of Elder Affairs retain all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

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

The Alliance for Aging, Inc. at each of the following addresses:

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

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

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

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

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

Alliance for Aging, Inc.
Attn: Fiscal Monitor
760 NW 107th Ave. Suite 214
Miami, FL. 33172-31550

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

The Alliance for Aging, Inc. at each of the following addresses:

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

The Auditor General's Office at the following address:

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

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

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

PART IV: RECORD RETENTION

The Provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the Alliance for Aging, Inc. 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 for Aging, Inc., or its designee, the Department or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Alliance for Aging, Inc.

ATTACHMENT III

EXHIBIT I

FINANCIAL, AND COMPLIANCE AUDIT ATTACHMENT

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, and/or s. 215.97, Fla. Stat. Providers who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit I is met or as allowed in 2 CFR.200.425.c. Providers who have been determined to be vendors are not subject to the requirements of 2 CFR Part §200.38, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, Providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part §200 and/or Rule 691-5.006, FAC, Provider has been determined to be:

____ Vendor not subject to 2 CFR Part §200.38 and/or s. 215.97, F.S.

__X__ Recipient/subrecipient subject to 2 CFR Part §200.86 and §200.93 and/or s. 215.97, F.S. OR subject to 2CFR §200.425.c.

____ 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-5.006, FAC [state financial assistance] and 2 CFR Part §200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

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

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

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

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

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

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

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

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ATTACHMENT III
EXHIBIT 2

FINANCIAL, AND COMPLIANCE AUDIT ATTACHMENT
FUNDING SUMMARY

Note: Title 2 CFR & 2 CFR Part 200, As Revised, and s. 215.97(5), Florida Statutes, Require That Information About Federal Programs and State Projects Be Provided to the Recipient and Are Stated in the Financial and Compliance Audit Attachment and Exhibit 1. Financial and Compliance Audit Attachment, Exhibit 2-Funding Summary Provides Information Regarding the Funding Sources Applicable to This Contract, Contained Herein, Is A Prediction of Funding Sources and Related Amounts Based on the Contract Budget.

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

GRANT AWARD (FAIN#): N/A		FEDERAL AWARD DATE:	
DUNS NUMBER: 785359126			
PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL FEDERAL AWARD			

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

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

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

MATCHING RESOUCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Alzheimer's Disease Initiative	General Revenue	65.010	xxxxxxxxxx
TOTAL AWARD			**xxxxxxxxx**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:
STATE FINANCIAL ASSISTANCE:
Section 215.97, F.S., Chapter 69I-5, FL Admin Code, State Projects Compliance supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations.

ATTACHMENT VI

ASSURANCES—NON-CONSTRUCTION PROGRAMS

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

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

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

1. Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. □□4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. □□1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. □794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. □□ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) □□ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. □□ 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. □□1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. □□276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. □□874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. □□ 327-333), regarding labor standards for federally assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of

1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. □□1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. □□7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. □□1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. □470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. □□469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. □□2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. □□4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

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

ATTACHMENT VII

ALZHEIMER'S DISEASE INITIATIVE PROGRAM

BUDGET SUMMARY

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

Service to be Provided	Service Unit Rate	Maximum Units of Service	Maximum Dollars
XXXXX	$XXX	XXX	$XXX
XXXXX	$XXX	XXX	$XXX
TOTAL			$XXX

ATTACHMENT VIII

ALZHEIMER'S DISEASE INITIATIVE

INVOICE REPORT SCHEDULE

Report Number	Based On	Submit to Alliance on this Date
KZ24XX-ADV1	July Advance*	July 1
KZ24XX-ADV2	August Advance*	July 1
KZ24XX-JUL	July Expenditure Report	August 8
KZ24XX-AUG	August Expenditure Report	September 8
KZ24XX-SEP	September Expenditure Report + 1/10 advance reconciliation	October 8
KZ24XX-OCT	October Expenditure Report + 1/10 advance reconciliation	November 8
KZ24XX-NOV	November Expenditure Report + 1/10 advance reconciliation	December 8
KZ24XX-DEC	December Expenditure Report + 1/10 advance reconciliation	January 8
KZ24XX-JAN	January Expenditure Report + 1/10 advance reconciliation	February 8
KZ24XX-FEB	February Expenditure Report + 1/10 advance reconciliation	March 8
KZ24XX-MAR	March Expenditure Report + 1/10 advance reconciliation	April 8
KZ24XX-APR	April Expenditure Report + 1/10 advance reconciliation	May 8
KZ24XX-MAY	May Expenditure Report + 1/10 advance reconciliation	June 8
KZ24XX-JUN	June Expenditure Report+ 1/10 advance reconciliation	July 8
KZ24XX-FIN	Final Expenditure and closeout	July 31

Legend: * Advance based on projected cash need.

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

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

ATTACHMENT IX

REQUEST FOR PAYMENT
Form 106
ADI

Provider Name, Address, Phone#	**Type Of Report**	
Provider:	Advance	Contract #:
Address:		Contract Period:
Telephone:	Reimbursement	Report Period
		REPORT #:

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

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

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

CO-PAYMENTS	**CURRENT MONTH**	**CONTRACT YTD**	**Prior Mo. YTD**
1. Number of persons assessed Co-payments			
2. Number of persons treminated for non-payment		-	
3. Number of persons waived from termin. for non-payment			
4. Number of persons waived from assessment			
5. Number of persons exempt from co-pay		-	
6. Total amount of co-pay assessed		$ -	
7. Total Amount of Co-pay collected		$ -	
8. Total amouhnt of co-pay expended		$ -	

PSA #11 ADI Forms, Revised December 2020

Attachment X

RECEIPTS & UNIT COST REPORT
Form 105
ADI

PROVIDER NAME, ADDRESS, PHONE#	FUNDING SOURCE	THIS REPORT PERIOD:	
0	ADI	Contract #:	0
0			
0		Contract Period	0
0			
		Report Period	0
		REPORT #:	0

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:_____ _____ 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	Prior Mo. Receipts YTD
State Funds	$ -		$ -	$ -	#DIV/0!	
Program Income				$ -		
Cash Match				$ -		
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 $
				$ -	-	$ -				
				$ -	-	$ -				
				$ -	-	$ -				
				$ -	-	$ -				
				$ -	-	$ -				
				$ -	-	$ -				
				$ -	-	$ -				
				$ -	-	$ -				
				$ -	-	$ -				
				$ -	-	$ -				
										$ -
Total	$ -			$ -		$ -				

Unduplicated Clients Served

PSA #11 ADI Forms, Revised October 2019

ATTACHMENT A

Title: Department of Elder Affairs Programs & Services Handbook

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

ATTACHMENT B

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

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

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

_____

_____

2. POPULATION OF AREA SERVED. Source of data:

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

3. STAFF CURRENTLY EMPLOYED. Effective date:

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

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

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

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

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

_____

_____

_____

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

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

_____

12. Is the program/facility accessible to non-English speaking clients? If N/A or NO, explain. N/A ☐ YES ☐ NO ☐

13. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal ☐ Written ☐ Poster ☐ If N/A or NO, explain. N/A ☐ YES ☐ NO ☐

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. N/A ☐ NUMBER _____

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

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

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

17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES ☐ NO ☐

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES ☐ NO ☐

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

20. Are auxiliary aids available to assure accessibility of services to hearing and sight-impaired individuals? If NO, explain. YES ☐ NO ☐

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

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

_____

_____

ALLIANCE USE ONLY		
Reviewed By		In Compliance: YES ☐ NO* ☐
Program Office		*Notice of Corrective Action Sent ___/___/___
Date	Telephone	Response Due ___/___/___
On-Site ☐ Desk Review ☐		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 DOEA recipients and their sub-grantees, 45 CFR 80.4 (a).

7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?

8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).

9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).

10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).

11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).

12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).

14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.

15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:

    a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
    b. Modify policies and practices that do not meet Section 504 requirements.
    c. Take remedial steps to eliminate any discrimination that has been identified.
    d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.

17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).

18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).

19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).

20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52 (d).

21. Programs/facilities with 50 or more employees and $50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

DOEA Form 101-B, Revised August 2010

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ATTACHMENT C

Alliance for Aging, Inc.
Business Associate Agreement

This Business Associate Agreement is dated _____, by the **Alliance for Aging, Inc.** (**"Covered Entity"**) and **XXXXXXX, Inc.**, ("**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: XXXXX, Inc.
123 Main St.
Miami, FL 12345

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: _____ Date: _____
(signature)

Business Associate: XXXXXX, Inc.

By: _____ Date: _____
(signature)

ATTACHMENT D

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 October 2023, F.S.
Form available at: https://elderaffairs.org/about-us/background-screening/background-screening-clearinghousetraining-accessing-the-clearinghouse/

ATTACHMENT F

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.

SUBCONTRACTOR NAME	SUBCONTRACTOR'S FEID	CMBE	EXPENDITURES

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

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.

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

ALLIANCE FOR AGING, INC.
ALZHEIMER'S DISEASE INITIATIVE
REQUEST FOR PROPOSAL

Notice of Intent to Submit an Application for Alzheimer's Disease Initiative Funding

Date:_____

Organization Name: _____

Address: _____

_____

_____

CONTACT PERSON:
NAME: _____
PHONE NUMBER: _____
** EMAIL ADDRESS _____

EXECUTIVE DIRECTOR
NAME: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____

BOARD CHAIR
NAME_____
PHONE NUMBER _____
EMAIL ADDRESS: _____

TYPE OF AGENCY / ORGANIZATION
☐ NON-PROFIT
☐ FOR PROFIT
☐ PUBLIC OR LOCAL GOVERNMENT

COUNTY INTENDED TO PROVIDE SERVICE
Miami-Dade ☐ Monroe ☐ Both ☐

Applicant must complete this page and the certification below

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REQUIREMENTS FOR APPLICATION

Prior to submitting an application to this solicitation, the Applicant certifies and assures all of the requirements below prior to receiving an application.

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 that the applicant's response to these requirements within this Notice of Intent to Submit an Application to this solicitation will be incorporated by reference and becomes part of any contract awarded on the basis of such response.

1. The Applicant has had two (2) consecutive years of Case Management experience within the past three (3) years.

2. The Applicant will have the capacity and be able to accept Clients and begin services on the first day of the contract period being July 1, 2026.

3. 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 has not been terminated by any funding source(s) for cause as a result of financial irregularities or contractual violation within the preceding six-year period.

4. The Applicant will comply with the provisions of 45 CFR 74 and/or 45 CFR 92, 2 CFR Part 200, and other applicable regulations.

5. 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.

6. 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 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.

7. 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.

8. 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 this contract.

9. 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 a violation shall be cause for unilateral cancellation of this contract by the AAA.

10. 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.

11. The Applicant shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

12. 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.

13. 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.

CERTIFICATION BY AUTHORIZED AGENCY OFFICER:

I hereby state the intention of this Organization to submit an application for Alzheimer's Disease Initiative funding.

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 should funding be awarded.

Name _____ Signature _____

Title _____ Date _____

Note: Contact Person Email address is required as the Alliance will use this email address to send a link to access where to complete the secured application. 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.

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

The applicant certifies that it if 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 it if 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.

SERVICE	Initial
Caregiver Training & Support	
Case Aide	
Case Management	
Gerontological Counseling	
Education/Training	
Home Delivered Meals	
Homemaker	

SERVICE	Initial
Personal Care	
Respite Care (Facility-Based)	
Respite Care (In-Home);	
Specialized Adult Day Care	
Specialized Medical Equipment, Services and Supplies	
Transportation	

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.

5. 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

6. 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, 20 I 0, 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: (I) 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.

K. 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.

L. 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.

M. 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).

N. ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

In the event the applicant is awarded a contract for the provision of services funded under ths ADI RFP, Alzheimer's Disease Integrative Program, the applicant agrees to abide by the terms and conditions specified in this RFP, including, but not limited to, the Sample ADI 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.

O. 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.

P. PROVIDER QUALIFICATION CERTICFICATIONS

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 IV

Alliance for Aging, Inc.
State General Revenue Programs
Service Provider Application
2026 ADI RFP

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

Alzheimer's Disease Initiative

A. PROGRAM MODULE

1.A. APPLICANTS SUMMARY INFROMATION PAGE

1. PROVIDER INFORMATION: Executive Director: {Name/Address/Phone) Legal Name of Agency: Mailing Address: Telephone Number:]	2. GOVERNING BOARD CHAIR: {Name/Address/Phone} Name of Grantee Agency: 3. ADVISORY COUNCIL CHAIR (if applicable): {Name/Address/Phone}
4. TYPE OF AGENCY/ORGANIZATION: ☐ NOT FOR PROFIT ☐ FOR PROFIT ☐ PUBLIC OR LOCAL GOVERNMENT	5. ☐ Miami-Dade ☐ Monroe

6. SERVICE(S) OFFERED: Indicate which services you are intending on providing.

☐ Caregiver Training / Support	☐ Home Delivered Meals	☐ Specialized Adult Day Care
☐ Case Aide	☐ Homemaker	☐ Specialized Medical Equipment, Services, & Supplies
☐ Case Management	☐ Personal Care	☐ Transportation
☐ Counseling (Gerontological)	☐ Respite Care (Facility Based)	
☐ Education / Training	☐ Respite Care (In-Home)	

7. CERTIFICATION BY AUTHORIZED AGENCY OFFICER:

I hereby certify that the contents of this document are true, accurate and complete statements. I acknowledge that misrepresentation or falsification may result in the termination of financial assistance.

Name: _____ Signature: _____

Title: _____ Date: _____

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

Section II. A. through V.A

Program Module

Section II.A – General Requirements

II.A.1. Alzheimer's Disease Service System Countywide

Alzheimer's Disease Initiative (ADI) Agencies must accept Aging and Disability Resource Center (ADRC) referrals and provide case management and services on a countywide basis for all eligible consumers residing in the specific county.

ADI Agency funding is contingent upon the bidder's demonstrated ability to accept referrals and provide in-home and center-based ADI services (either directly or through subcontract) countywide to meet the needs of all eligible consumers residing in the specific county being bid. In order to ensure countywide services, the ADI agency must be able to provide AD services directly or by managing a service system of providers through subcontracts or a combination of both.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic. Responses must address every component of the question in full.

a. Describe your agency's ability to accept ADRC referrals and provide in-home and center-based ADI services countywide, including rural and hard-to-serve areas. In your response, detail the specific strategies, staffing models, and operational workflows your agency will use to ensure timely, equitable access to services. The response must also explain how your agency will review, manage, and demonstrate service delivery outcomes, and how your agency will ensure adequate staffing either directly or through subcontractors—to meet the needs of all eligible consumers.

b. Describe your agency's approach to managing and overseeing a coordinated service network (direct service and/or subcontractors) to ensure consistent quality, compliance, and service delivery outcomes countywide. Include details on your quality assurance processes, subcontractor monitoring tools, corrective action protocols, and the data your agency will collect and analyze to evaluate network performance.

II.A.2. Consumer Identification, Referrals, and Fiscal Management

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

ADI Agency staff are expected to participate in local networks and consortiums where Memory Disorder Clinics, hospitals, home health, social and medical providers are represented, as these entities are key sources of referrals. Participation in the engagement in the Dementia Care and Cure Initiative (DCCI) hosted by the Department of Elder Affairs (DOEA) and the Alliance for Aging is also encouraged.

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

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic. Each response must fully address every component of the question.

a. Describe the activities your agency will conduct, and the partnerships you will engage in, to identify and inform individuals with AD or related memory disorders and their caregivers about available services. Your response must include your agency's planned participation in Memory Disorder Clinic activities, outreach to hospitals and social and medical providers, and potential involvement in the Dementia Care and Cure Initiative hosted by the DOEA and the Alliance for Aging.

b. Describe your agency's process for referral to the ADRC including the steps and criteria your agency will use to determine if the referral is appropriate.

To begin providing services utilizing ADI funding, an ADI Agency must request client referrals from the ADRC.

c. Describe your agency's procedures for reviewing your monthly ADI budget and requesting timely referrals of wait-listed clients from the ADRC. Your response must explain how your agency determines the number and frequency of referral requests needed to meet monthly target expenditures. The response must also describe how you will manage the average monthly Per-Member-Per-Month (PMPM) and maintain a monthly target caseload consistent with the average PMPM and contracted funding.

d. Describe how your agency will process referrals from the ADRC for new client enrollments, including each step from the initial receipt of the referral through all required and documented actions for eligibility determination. Your response must clearly outline the workflow, documentation requirements, and internal controls used to ensure timely and accurate completion of the eligibility process.

II.A.3. Case Management Functions

The case manager is the gatekeeper of AD services provided through the ADI program, with the knowledge and responsibility to link consumers to the most beneficial and least restrictive services and resources, regardless of funding source or program. Each consumer must be assigned one, and only one, case manager, even if the consumer is enrolled in multiple programs.

Case Management and Case Aide must be provided directly by an ADI Agency and may not `be subcontracted. ADI Agency case managers are responsible for coordinating AD resources for individuals with AD or related memory disorders and their caregivers.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic. Each response must fully address every component of the question.

a. Clearly describe how, and the extent to which, your agency has provided a minimum of two years of case management experience within the last three years. Include in the response about Case Management of the AD or related diagnosis. Note: Per Section B.1.b.1. of the RFP, **bidders who do not demonstrate the two years minimum required experience will not be considered eligible for funding under this RFP**.

Functional impairment shall be determined through the 701B assessment developed by the DOEA and administered to each applicant for ADI services. Final eligibility determination is the responsibility of the ADI Agency. Case managers must prepare a care plan for each eligible consumer using the DOEA prescribed format. The plan of care must be developed in coordination with the consumer and caregiver and must address all identified needs.

b. Describe the average timeline for consumer assessment, care plan development, and service initiation. The response must specifically address your agency's consumer to case manager ratio and demonstrate how the agency's timelines comply with the requirements of Chapter 2 of the DOEA Programs and Services Handbook.

c. Describe your agency's process for coordinating all formal and informal resources through DOEA funded and non-DOEA funded programs to meet consumer needs. The response must explain how case managers identify, integrate, and monitor these resources to ensure a comprehensive and least-restrictive care plan.

The ADI Agency must ensure that all other available funding sources have been exhausted before requesting use of the grant funding.

d. Describe how your agency will identify, explore, utilize and document alternative resources for consumer services prior to utilizing DOEA-funded ADI services. The response must clearly outline the procedures case managers will follow to verify the availability of other funding sources and ensure that ADI funds are used only when no other funding options remain.

In accordance with rules and guidelines established by DOEA, case managers must assess co-payments for all non-exempt ADI consumers based on their ability to pay. Co-pay Guidelines are included in Appendix B of the DOEA Handbook.

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

e. Describe your agency's internal procedure for assessing, billing, collecting, and reporting co-payments in a timely manner. The response must outline the workflow and documentation requirements, as well as coordination with other service providers that may also assess co-payments to avoid duplication. The response must also include internal controls used to ensure compliance with DOEA Co-Pay Guidelines.

II.A.4. List of Services and Location Proposed

This page must be completed for all services in the county being applied for as listed in Section A.2 of the RFP.

For Center Based Services, (Facility Respite, Specialized Adult Day Care).
Include Direct and Subcontracted

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

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

For Non-Centered Based Services,
Include Direct and Subcontracted

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

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

II.A.5 Services Description & Coordination

Other than Case Management, which must be provided directly, it is important that ADI Agencies provide all services indicated in Section A.2 of the RFP either directly or through subcontracts. A complete listing of the service descriptions funded under this RFP may be found in Appendix A of the DOEA Handbook.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic. Each response must fully address every component of the questions.

a. Describe how your agency will provide each service listed in section II.A.4, of the application specifying which service will be delivered directly and which will be provided by subcontractors. For each service, specify the operational capacity that will ensure consistent, countywide service delivery.

b. Describe your agency's experience collaborating with a Memory Disorder Clinic to provide services for individuals with AD or related disorders. Include the number of years of collaboration, the types of services coordinated, and the outcome or benefits of this partnership for the AD population.

c. For any of the Adult Day Care Centers listed in response to question II.A.4 that are identified as Direct service and not Subcontracted and are licensed to provide Specialized Alzheimer's Disease Day Care Services in accordance with Section 429.918 F.S. and Appendix A of the DOEA Handbook, attach verification of the Specialty license in the exhibits folder.

For Monroe Applicants: respond with, "No Available Provider in Monroe County".

II.A.6. Quality Assurance

The degree of client satisfaction with service quality and staff effectiveness must be evaluated annually by the ADI Agency during the contract period. Survey results must be used to develop continuous quality assurance initiatives to ensure improvement of case management and other service delivery. These internal evaluations are subject to further monitoring by the Alliance and/or DOEA.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic. Each response must fully address every component of the questions.

Note: Copies of all Quality Assurance/Quality Initiative procedures must be maintained and available upon request by the Alliance as per Section II.B.3. (Availability of Documents)

a. Describe your agency's procedures for evaluating the quality of each service delivered by the ADI Agency staff. The response must include the survey methodology, sample size, and the frequency of administration (at least annually).

b. Describe your agency's procedures for evaluating the quality of services delivered by any subcontractor providing ADI services. The response must include the survey methodology, sample size, and the frequency of administration (at least annually).

c. Explain the data collection and tabulation processes of the survey results, the analysis of results, the identification of trends, and the corrective action procedures implemented when dissatisfaction with ADI Agency staff or Subcontractor services is identified. The response must also describe the methods used to verify that all necessary corrections have been completed to ensure the consistent delivery of high-quality services.

d. Explain how the results of your quality assurance process, covering both ADI Agency staff and subcontractors, have been and will be used to improve services.

Note: Copies of your consumer satisfaction policies must be maintained and available upon request by the Alliance as per Section II.B.3 (Availability of Documents).

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

ADI Agencies shall be responsible for ensuring that all paid and volunteer staff receive the required pre-service and in-service training necessary to competently deliver ADI services.

e. Pre-Service and In-Service Staff Training

1. Describe your agency's plan to provide the required pre-service staff training for all paid and volunteer staff. The plan must clearly identify how your agency will ensure that all minimum standards and required training topics outlined in Appendix A of the DOEA Handbook are met prior to staff delivery services. Include details on the training topics, delivery methods, timelines, and verification of completion.

2. Describe your plan to provide the required six (6) hours of in-service training annually to case management staff. The plan must include how your agency will incorporate the minimum standards/topics as outlined in Chapter 2 of the DOEA Handbook, ensure timely completion, track and document training hours, and verify staff competency.

3. Describe your plan to collaborate with one or more Memory Disorder Clinic(s) in the development of staff training. The response must explain how the partnership will be used to identify training needs, enhance staff competencies, and ensure that training content reflects current best practices in serving individuals with AD and related disorders.

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

The ADI Agency must develop and maintain written procedures for receiving, documenting, and resolving consumer complaints, as well as for processing grievances and appeals regarding denial, reduction, or termination of services. These procedures must ensure that all consumers are informed of their rights and the steps involved in the complaint, grievance, and appeal process. Additional guidance can be found in Appendix D of the DOEA Handbook.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic. Each response must fully address every component of the questions.

a. Describe your agency's process for receiving, documenting, reporting, and remediating consumer complaints. The response must include how complaints are logged, timeframes for response, staff roles and responsibilities, communication with the consumer, and the methods used to ensure that corrective actions are implemented and verified.

b. Describe your agency's process for handling consumer grievances, including appeals related to the denial, reduction, or termination of services. The response must outline the steps in the grievance and appeal process, required timeframes, documentation standards, communication protocols with consumers, and the methods used to ensure compliance with DOEA requirements and due-process protections.

Note: Copies of your agency's Consumer Complaint, Grievance, and Appeals Procedures, and all associated logs, must be maintained and made available upon request by the Alliance in accordance with Section II.B.3 (Availability of Documents).

II.A.8. Reporting

The ADI Agency is required to compile service delivery statistics and other program data and report this information to the Alliance as required by contract or upon request.

Monthly eCIRTS reporting requirements that all client and service data for the previous month be entered into eCIRTS no later than the 8th day of the following month. Information must be reported in the following categories:

- Consumer Demographics (Demographic tab)
- Consumer Program Enrollment (Programs tab)
- Consumer Assessment Information (Forms tab)
- Consumer Care Plan Information (Service and Authorizations tabs)
- Consumer Activities (billing)
- Caregiver/Care Recipient tab
- Medications tab

All services provided by the ADI Agency must be reported monthly in eCIRTS. Additionally, all requests for payment and related reporting requirements must be submitted within the time frames established by the Alliance.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic. Each response must fully address every component of the questions.

a. Describe the steps your agency will follow to ensure accurate and timely entry of all service and consumer specific information in the eCIRTS database. The response must include internal workflows, staff roles and responsibilities, data verification procedures, supervisory review processes, and methods used to ensure compliance with the monthly reporting deadline.

Note: Copies of your agency's eCIRTS Policies and Procedures must be maintained and available upon request by the Alliance as per Section II.B.3 (Availability of Documents).

b. Describe your Agency's method for validating and reconciling service units from service authorization to service delivery to billing for services provided by your agency and by subcontractors. The response must outline how service authorizations are issued and tracked, how delivered units are verified against authorizations, how discrepancies are identified and resolved, and how final billing is reconciled to ensure accuracy and prevent over- or under-billing.

II.A.9 Client Confidentiality

Information about individuals with AD or related memory disorders and their caregivers who receive services under the ADI program is confidential and exempt from the provisions of Section 119.07(1), F.S., Florida's Public Records Act.

The ADI Agency must ensure that the confidentiality and security of consumer information maintained by all employees, subcontracted service providers, and volunteers is in accordance with all applicable state and federal laws and regulations. The Agency must establish and implement training, policies, and procedures that safeguard consumer information from loss, damage, defacement, or unauthorized access. These requirements include, but are not limited to, compliance with the Health Insurance Portability and Accountability Act (HIPAA), Section 415.107, F.S., and any other governing confidentiality standards.

The response for the topic below should not exceed two (2) pages double spaced using a font size of at least 11 pt. Each response must fully address every component of the questions.

a. Describe the security measures your agency has in place to ensure client confidentiality and to meet state and federal requirements, including HIPAA. The response must address staff training, data protection protocols, breach notification procedures, and any additional safeguards used to protect consumer information.

Note: A copy of the agency's Privacy Notice issued to clients must be maintained and made available upon request by the Alliance as per Section II.B.3 (Availability of Documents).

II.A.10 Screening & Security

The ADI Agency is responsible for complying with all applicable federal and state requirements related to the use of the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all new employees hired by the agency during the contract period. The ADI Agency must maintain documentation demonstrating that each newly hired employee has been properly verified and determined eligible for employment.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic. Each response must fully address every component of the questions.

a. Describe the procedures your agency has implemented to ensure that all required employees are verified through the U.S. Department of Homeland Security's E-verify system and determined eligible for hire. The response must outline internal controls, documentation practices, staff responsibilities, and any quality assurance measures used to ensure full compliance with E-Verify requirements.

The ADI Agency shall ensure full compliance with Section 430.0402 and Chapter 435, F.S., as amended, regarding Level 2 background screening for all individuals (staff, volunteers, and subcontractors) who meet the definition of a direct service provider and are not exempt from DOEA's background screening requirements. The ADI Agency must also comply with all applicable rules adopted by DOEA and the Agency for Health Care Administration (AHCA) related to the implementation of these statutory provisions.

Additional information on background screening procedures is available at:
https://elderaffairs.org/about-us/background-screening/

b. Describe the procedures your agency has implemented to ensure that all staff, volunteers, or subcontractors who meet the definition of direct service providers are properly screened and determined to have no disqualifying offenses prior to rendering services. Your response must address internal controls, documentation practices, screening timelines, Clearinghouse processes, and any quality assurance measures used to ensure full compliance with Sections 430.0402 and Chapter 435, F.S.

Proper storage, protection, security and preservation of source documentation, as well as valid backup and retention of electronic data on a regular basis, is required. The ADI Agency must maintain systems and procedures that safeguard all program records from loss, damage, unauthorized access, or premature destruction, and must ensure that electronic data is backed up and retained in accordance with applicable laws, contract requirements, and industry standards.

c. Describe your agency's procedures for the proper storage, protection, security and preservation of source documentation, as well as the valid backup and retention of electronic data. The response must address physical and electronic safeguards, access controls, backup schedules or logs, disaster recovery processes, and any quality assurance measures used to ensure the integrity and availability of program records.

Note: A copy of your agency’s Staff Level II Background Procedures, E-Verify procedures, and IT and Electronic Back-up Procedures must be maintained and available upon request by the Alliance as per Section II.B.3 (Availability of Documents).

II.A.11. Disaster Preparedness

The ADI Agency must maintain a current Disaster Plan that can be activated at the direction of the Alliance or DOEA when a disaster is declared by federal, state, or local officials. The ADI Agency is required to ensure that all consumer data is accurately entered into eCIRTS, as this information is used to support disaster preparedness and response activities.

ADI Agencies must be prepared to utilize eCIRTS reports to routinely provide registry information to local emergency management officials and to identify, locate, and assist at-risk consumers who may require evacuation or emergency services during a disaster.

The response for the topic below should not exceed four (4) pages double spaced using a font size of at least 11 pt. Each response must fully address every component of the questions.

a. Provide a summary of your agency's Disaster Plan, addressing the following key elements: (Refer to Chapter 8 of the DOEA Handbook for further guidance):

- Designation of a Disaster Coordinator and alternate, including roles and responsibilities.
- Plans for contacting all at-risk consumers, on a priority basis, prior to and immediately following a disaster.
- Plans to receive referrals, conduct outreach, and deliver services, before and after a disaster, including services for individuals who may not be current consumers.
- Plans for after-hours coverage of network services, as necessary, to ensure continuity of operations.
- Procedures to assist at-risk consumers with registration in the Special Needs Registry maintained by the local emergency management agency.

Note: A copy of your agency's Disaster Preparedness Plan must be maintained and available upon request by the Alliance as per Section II.B.3 (Availability of Documents).

II.A.12. Volunteer Plan

ADI Agencies must maintain written procedures that address recruitment, training, supervision, utilization, and retention of volunteers who support the ADI Agency's operations and service delivery.

The response for the topic below should not exceed two (2) pages double spaced using a font size of at least 11 pt. Each response must fully address every component of the questions.

a. Provide a written plan of action describing how your agency will recruit, train, utilize, and retain volunteers to support your agency's functions. The response must outline recruitment strategies, orientation and training processes, supervision and support structures, volunteer roles and responsibilities, and methods used to promote long-term engagement and retention.

II.A.13. Organizational Chart

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

The response for the topic below should not exceed two (2) pages double spaced using a font size of at least 11 pt. Each response must fully address every component of the questions.

a. Describe how your agency organizational structure is sufficient to support the functional requirements of the ADI program, including case management functions and the accurate entry and ongoing maintenance of consumer data in eCIRTS. The response must explain reporting relationships, staffing levels, supervisory oversight, and how the structure ensures accountability, continuity of operations, and compliance with all ADI program requirements.

Note: A copy of the most recent board-approved organizational chart illustrating the structure and relationship of all positions associated with the ADI program must be submitted as part of the Organizational Capability Package.

II.A.14. Funding Sources

a. In the space below, provide a list of all current funding sources, including the Alliance for Aging, if applicable.

b. As an attachment to the Program Module SPA, upload to the “Exhibits” folder a letter from each funding source listed above, including the Alliance for Aging, if applicable, indicating whether your agency is in good standing, meaning that the agency is not subject to termination for cause, suspension, or active corrective action that materially affects its ability to perform services under that funding source.

Section III.A – Objectives and Outcome Measures

III.A.1. OBJECTIVES AND OUTCOME MEASURES

Outcome Measures

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

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

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

Objectives and Outcome Measures

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

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

OUTCOME MEASURES

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

1. OBJECTIVE AND OUTCOME MEASURE #1.

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

Strategies / 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).

2. OBJECTIVE AND OUTCOME MEASURE #2

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

Strategies / 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).

3. OBJECTIVE AND OUTCOME MEASURE #3

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

Strategies / 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).

4. OBJECTIVE AND OUTCOME MEASURE #4

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

Strategies / 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).

5. OBJECTIVE AND OUTCOME MEASURE #5

OBJECTIVE AND OUTCOME MEASURE #5:

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

Strategies / Action Steps: 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).

Section IV.A - Outreach

IV.A.1 OUTREACH

Outreach

ADI 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 Successful Applicant will be required to semi-annually, or more frequently if requested, 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:

a. 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.

Section V.A. – Qualifications & Experience

V.A.1 Applicant's Qualifications and Prior Experience

The applicant shall indicate it's experience and performance record in the following responses.

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.

1a. How many years of experience does the applicant have in providing services relevant to the services you are applying to offer (specify for each specific service, regardless of funding source), including funding source?

1b. Provide a detailed explanation of how these services were rendered, including the administrative aspects of the program.

1c. 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. Upload the reference letter into the exhibits folder.

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2. Has the applicant been placed on any form of corrective action by any funding source(s) for any reason since January 2020?

If "Yes," attach an additional document specifying the funding source and the circumstances for each corrective action taken by the funding source(s). If the corrective action has been resolved, indicate when and how. Also include documentation from the funding source verifying that the reason(s) for the corrective action status has been resolved, and that the agency is in good standing. These documents must be uploaded into the exhibits folder.

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3. Has the applicant operated a program through any funding source where they have had a surplus of the total contract value at the end of the contract period at any point since June 2023?

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4. 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,” include an additional document specifying the funding source and the circumstances and any termination letter. These documents should be uploaded to the exhibits folder.

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 ADI FUNDING DURING THIS RFP CYCLE.

VI.A. 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 packages. 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 III).

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 the interest of the Alliance and shall result in rejection of the application by the Alliance.

Alliance for Aging, Inc.

State General Revenue Programs
Service Provider Application
2026 ADI RFP

Section II. B.

Contract Module

II.B.1 Unit Cost Methodology (UCM)

The UCM Excel Workbook is found at https://allianceforaging.org/providers/fiscal-documents

Instructions for completing the UCM are found in Attachment V

The UCM must be uploaded to the Part B Contract Module Folder in Excel format.

a. **Personnel Allocations Worksheet**

b. **Unit Cost Worksheet**

c. **Supporting Budget by Program Activity**

Supporting documentation must be included with the UCM.
This supporting documentation must include:

a. Payroll register that includes all staff placed on the Personnel Worksheet
b. Subcontracts or documentation from potential subcontractors that are included on the Unit Cost Worksheet. This contract or documentation must include the rate that will be paid by the applicant to the subcontractor.

II. B. 2. AVAILABILITY OF DOCUMENTS

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

a. Current Board Roster
b. Articles of Incorporation and Corporate By-Laws
c. Staffing Plan (i.e. Position Descriptions, Salary Ranges, Organizational Chart with staff names)
d. Personnel Policies and Procedures
e. Accounting Policies and Procedures
f. Procurement Policies and Procedures
g. Operational Policies and Procedures
h. Affirmative Action Plan
i. Targeting Plan and documentation of activities
j. Americans With Disabilities Act Assurances and Policies
k. Staff Development and Training Plan (i.e. schedule, agendas, handouts, sign-in sheets)
l. Unusual Incident File
m. Subcontracts and subcontractor monitoring reports
n. All Quality Assurance and Quality Improvement Initiative Procedures
o. Consumer Satisfaction Policies and Procedures
p. Consumer Complaint, Grievance, Appeals Procedures
q. CIRTS Reporting Policies and Procedures
r. Sample Privacy Notice Issued to Clients (HIPAA)
s. Sample of Notification to Clients Regarding Collection of Social Security Number
t. Co Payment Policies and Procedures
u. Civil Rights Compliance documentation
v. Staff Level II Background Procedures
w. E-Verify procedures
x. IT and Electronic Back-up Procedures
y. Volunteer policies and procedures
z. Applicable required licenses and permits.
aa. Disaster Preparedness Plan and Continuity of Operations Plan (COOP)
bb. Conflict of Interest Policies and Procedures
cc. Current equipment inventory
aa. Detailed documentation supporting contract expenditures and units of service
ab. Client files

CERTIFICATION BY AUTHORIZED AGENCY OFFICIAL:

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

_____	_____	_____
Signature	Date	Name and Title of Authorized Individual

This signed form should be uploaded to the Part B Contract Module folder.

APPENDIX V

UNIT COST METHODOLOGY
INSTRUCTIONS

CONTRACT MODULE INSTRUCTIONS General Requirements:

The **Unit Cost Methodology (UCM)** includes three worksheets, each of which need to be completed. The Excel worksheets include formulas intended to assist the help in the completion of the UCM. These formulas should not be overwritten or altered. It is important that the bidder review these detailed instructions before beginning the unit cost development process.

Unit Cost Methodology (UCM):

The UCM is comprised of three (3) worksheets: Personnel Allocation Worksheet, Unit Cost Worksheet, and the Support Budget Worksheet. Each worksheet must be completed accurately and completely.

The UCM Template to use for this RFP can be found on the Alliance website at:
https://allianceforaging.org/providers/fiscal-documents

The UCM must be followed closely and provide the Alliance with information in sufficient detail to allow the reviewer to determine the appropriateness and accuracy of all identified costs and rates. The reviewer must be able to establish through review of information submitted that costs are allowable, reasonable, and necessary. The UCM must be accompanied by supporting documentation for large costs such as salaries (payroll register or documentation to support listed salaries) and subcontract expenses (copies of subcontract agreements), Budget notes and any additional narrative that will give the reviewer a clear picture of the allocation methodology and it is encouraged to include any such information with the submission of the UCM.

The costs included in the UCM should be the same fiscal period as the Organizations Fiscal Year.

Helpful Hints in completing all three UCM worksheets:

- Only utilize the cells highlighted in Yellow.
- No formulas should be overwritten except for the following:
  - Column E (Proposed Budget) on the Personnel Worksheet if there is not a standard percentage increase for all personnel.
  - Row 12 (Fringe) on the Unit Cost Worksheet if it is desired not to proportionately allocate (based on total wages) to each service for all taxes and benefits
  - Row 19 (Less NSIP) on the Support Budget Worksheet: If there is no contract to receive NSIP funds or if not claiming NSIP funds for any meals served through this program, overrode the formula with a Zero ("0").
- On all three worksheets, hide (Do Not Delete) the Service Columns that are not applicable to the services your organization plans to provide/ Application as this will make the worksheet much more manageable.
- Utilize the "Freeze Panes" option and freeze on cell L10. This will make working with the spreadsheet much more manageable. When you no longer want the worksheet Freeze Pane on, complete the following: click View, click Freeze Panes, and then click "Unfreeze Panes" within that option

a. Personnel Allocations Worksheet:

The **Personnel Allocations Worksheet** is the first of the three **Unit Cost Development Worksheets** to be completed. The **Personnel Allocations Worksheet** develops the staff time allocations for each DOEA funded service. It is intended to include all staff positions within the the organization (or division for very large organizations such as municipalities or nationwide organizations. The allocation of staff time must be based on recent time studies or other accurate and verifiable documentation.

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

2. For Non-Governmental organizations or nationwide organizations**,** all positions must be shown individually, and all personnel allocations must equal 100%. It is important to ensure proper personnel allocations per employee. For Governmental organizations, use only the Department that will be administering these services as well as personnel that might support the administering of the grant funds.

3. Enter the Gross hours of 2,080 in Column F (Gross available Hours) for Full Time staff or the Total number of annual hours for staff working under 40 hours per week. It is not necessary to utilize Columns G-J (Holiday Hours, Sick Leave, annual Leave, Other Non-Eligible Time) unless you find it supportive information for your organization.

4. Management & General (M&G) Cost Pool
   These are Indirect costs. Personnel Positions normally associated with M&G Cost Pool are Executive Director and Assistant Director(s), fiscal staff, human resource staff, data processing office staff, and all related supporting personnel for those offices. These positions should be placed 100% in this cost pool unless a portion of these positions are providing direct service of which a percentage may be allocated directly to the service. Exceptions to this rule are if any of these positions are participate in lobbying, fundraising or other activities unallowable under state and federal grants, if this is the case an appropriate proportion of time should be allocated to these unallowable activities. Personnel Costs placed in the Management & General Cost Pool are allocated to the various services on the next worksheet, the “Unit Cost Worksheet”.

5. Facilities & Maintenance Cost Pool
   Personnel Positions normally associated with this cost pool are maintenance, janitorial, or security staff. These positions should be placed 100% in this cost pool. These costs are allocated to the various services on the next worksheet, the “Unit Cost Worksheet”.

6. Non-DOEA Services and Activities (Columns GS-GU)
   A percentage of any personnel that provide direct service to programs not funded with DOEA funding should be captured here.

7. Fundraising and Unallowable Activities (Columns GV-GX)
   Personnel positions, or percentages of personnel positions that provide fundraising, lobbying, or other unallowable activities, should be captures here.

8. Column GZ provides a check that each position is allocated 100% to the various cost pools or services. This should be checked and double checked to ensure that each position is 100% allocated.

b. Unit Cost Worksheet

The **Unit Cost Worksheet** is the second of the three UCM Worksheets to be completed. The Unit Cost Worksheet develops an "organization-wide" unit rate for each DOEA funded service. It is intended to include the entire organization's budgeted cost of providing one unit of service for the proposed annual period *no matter what the funding source*. Developing the Unit Rate which would be contracted through these procured funds is fully realized on the third Worksheet of the UCM (Support Budget Worksheet) where funding is acknowledged and units for this contract are applied to ensure "double-dipping" is avoided.

1. The "Prior Year Historical Costs" (column B) should be completed. The prior year's historical costs should be the costs of the entire organization from the most recently completed fiscal period for the same fiscal period.

2. "Proposed Budget Totals" should be the budgeted costs for the entire organization for the same fiscal period.

3. Proposed Increase / Decrease is formula driven and will calculate the difference between the previous year historical costs and the proposed costs for these procured funds.

4. Total Wages for each service are linked to the **Personnel Allocations Worksheet**.

5. Fringe is the total of all payroll taxes and benefits paid on behalf of the employee. Fringe is calculated by formula and is allocated to services proportionately to the wages allocated per service. However, if more accurate manual allocations are documented and utilized, the formula may be overridden. This is one of the permissible places in the UCM where a formula can be overridden should the organization determine it is a more accurate reflection of the cost of fringe per service.

6. Other Cost categories are listed as "Line-Item Expenses" (column A, rows 11-32). These costs are allocated to services manually. Direct Costs are costs that are costs specially related to a service (or possibly 2 or 3 services) and manually applied to that service. Indirect Costs are costs that can be applied to all services. Indirect costs should be entered into either the Management & General Cost Pool or the Facilities & Maintenance Cost Pools.

   - Management & General Expenses are indirect costs in providing the service. Examples of costs that should be placed in the Management & General Cost Pool include General Liability Insurance, General Office Supplies, Telephone and Internet Expense, or General Advertising (not service specific).
   - Examples of Costs that should be placed in the Facilities and Maintenance Cost Pool include Mortgage or Rent expense, Repairs, Maintenance or Lease on copy machines, or Depreciation

on buildings or equipment. Examples to be placed in the Management and General Cost Pool would be.

7. Subcontractors (rows 24-28) should include only subcontractors that provide direct service. For the purpose of the UCM, a subcontractor would be a subcontractor that your organization will be contractually required to annually monitor. Examples of Subcontractors include In-Home Services such as Personal Care or Homemaker, Adult Day Care, and Nutrition Services such as Caterer Costs for Home Delivered Meals.
   - Each subcontractor should be listed separately on the UCM. There are 5 Five line-item expense rows already included in the UCM on rows 24-28. Should there be a need to include additional rows for subcontractors, rows should be inserted between rows 24 and 28.
   - The name of the subcontractor should be included in the "Line-Item Expense Column" on the row the subcontract expense is being included.
   - The subcontractor expense should be direct expense to the service being provided.
   - It would be expected that the total budget expense for a subcontract would be the subcontract rate multiplied by the number of estimated units at the bottom of the Worksheet.

8. The Use of In-kind Expense is not required. However, if used, the total in-kind expense will be backed out of total costs on row 48, "Budgeted In-Kind Valuation." If In-Kind expense is used in the Unit Cost Worksheet, it will automatically populate into the Support Budget Worksheet which should then be manually backed out as In-Kind Match on the Support Budget Schedule.

9. Non-DOEA Services and Activities (Column BQ) are any costs for services or activities that are allowable but not directly or indirectly associated with a service being bid on in this procurement.

10. Fundraising and Unallowable Activities (Column BR) are any costs not allowable such as Fundraising Costs, Lobbying expenses, or Bad Debt.

11. Column BT provides a check that each Line-Item Expenses is allocated 100% to the various cost pools or services. This should be checked and double checked to ensure that each position is 100% allocated.

12. Subcontract Allowance (row 38):
    Each subcontract is allowed up to $25,000 allowance if the subcontractor expense is $25,000 or greater. Should the Subcontractor expense be less than $25,000, only the amount of the subcontract expense may be included in the allowance.

    The allowance must be manually entered on the Service Subcontract Allowance row (row 38).

    Should a subcontract be allocated to two or three services, the $25,000 allowance should be proportionately allocated to the subcontracted expenses based on the expenses for that subcontractor.

    Example:

    ABC Home Health (subcontractor) total projected expenses include $150,000

	Subcontract Budgeted Expenses	Percentage of Proportionate allocation	Subcontractor Allocation
Homemaking	60,000.00	40%	10,000.00
Personal Care	90,000.00	60%	15,000.00
Total	150,000.00	100%	25,000.00

13. Service Subcontract Adjustment (row 39):
    The Subcontract Adjustment will automatically calculate based on the information input for the Service Subcontract Allowance (SSA). The SSA will then be deducted from the Organization's Total Allowable Costs (row 30) to create the Total Modified Direct Costs (row 36), which is the basis for the Reallocation of Management & General Costs (row 35).

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

14. Allocate Management & General Costs (row 41) The M & G Cost Pool is allocated based on the prorated percent of funding in the Total Modified Direct Costs (row 36).

15. Allocate Facilities & Maintenance (Space) Costs (row 38) – The F & M Cost Pool is allocated by a prorated percentage of square footage assigned to each service on Row 45. Total Square footage must be entered into B45 and then manually allocated on row 45 to each service. The F & M Cost Pool will be allocated by formula based on the prorated percentage of square footage assigned to each service. Bidder should double check that all square footage is allocated to services. Non-DOEA, or Non-allowable columns.

16. Total Cost by Service (row 4) is formula driven and adds the Total Allowable Cost (row 36), the Allocation of M & G (row 41), and the Allocation of F & M (row 45) to provide the Total Cost by Service.

17. Number of Billing Units (estimated) (row 51) – This is the estimated number of units anticipated to be billed in one year should contract be awarded. These estimated units are to be entered manually for each service. To estimate the number of units, historical experience should be considered in providing these services, plans to continue to provide these services, plus any units anticipated or estimated.

    Example:

    Your organization has been providing Case Management Services utilizing other Government funding and Foundation support. You anticipate that funding to continue and you are now adding a new DOEA-funded program that will fund the case management services you provide.

Funding Source	Anticpated Units
County Funds	100
ABC Foundation	200
Alliance Prgram (CCE, HCE, ADI, OAA)	250
Total Anticpated Units	550

c. Support Budget Worksheet

The **Support Budget Worksheet** is the last of the three Worksheets that comprise the UCM. This Worksheet builds upon the unit rate develop on the Unit Cost Worksheet and develops the "adjusted cost per unit of service" for each service funded by the Alliance to arrive at the proposed contracted rates for this program. This is done by applying the anticipated number of units to be served, any Program Income, Copay, Match requirements, or other sources of revenue that support expenses included in the Unit Cost Worksheet.

Unlike the first two worksheets, the **Supporting Budget Worksheet** should include only the proposed units and funding available for the specific program and services funded by the Alliance. It is not an "organization-wide" spreadsheet. However, it builds upon the organization-wide unit rate developed on the **Unit Cost Worksheet** and then "adjusts that rate for the required Match, client co-payments, program income, or other resources that is received to cover any of the expenses used to develop the rate on the previous worksheet.

ADD A SECOND SUPPORT BUDGET WORKSHEET:
A different Support Budget Worksheet is required for the various Allinace funded programs. This is because things such as Match or Copayment are required for some funded programs and not for others.

- Add another worksheet to the end of the file.
- Copy the entire Support Budget worksheet onto the newly added Worksheet.
- Rename the two Support Budget Worksheets as follows:
  - II.B.3 SBW Acronym of Program A
  - II.B.3 SBW Acronym of program B

You are now able to develop rates for all DOEA funded programs utilizing the same Unit Cost Worksheet.

1. Total Budgeted Units: Although this is Line 2 (Row 15) on the Worksheet, it is best to start this worksheet here because the "Total Budgeted Cash Costs" (Line 1 or Row 11) is formula driven and multiplies the Unit Rate established on the Unit Cost Worksheet by the "Total Budgeted Units" on Line 2 (Row 15) Example:

   In the previous example, 550 "Total Billing Units" were determined for use on the Unit Cost Worksheet. For the Support Budget Worksheet, we can pull out the units to be used on the Support Budget Worksheets: For your program, you would use 250 units.

   Manually enter the Program Units used for each service on row 15. These Program Units will then automatically calculate the Total Budget Costs online 1(b) (Row 13).

- Less NSIP – As mentioned in the Helpful Hints on page one of these instructions, this row is used only if your organization receives NSIP supplemental funding for meals and the meals served throughout this program will be billed as supplemental to NSIP. Otherwise, Override the formulas for any services that automatically calculate NSIP funding with a ZERO ("$0.00").

2. Less Match – If a 10% match is required for your DOEA funded program, include it into the appropriate line of the Support Budget Worksheet. If no Match is required for the program, leave it blank. Match can be comprised of:

    - Cash (or funding from sources other than state funds)
    - In-Kind (Services, Supplies, or Volunteer hours that would otherwise need to be purchased.
    - Program Income used as Match (Program Income such co-pay may be used as Match).

    The value associated with any of these should be placed in the appropriate Lines of 4, 5, or 6 (rows 25, 27, or 29). The values used here on te4h UCM should reconcile to the

3. Less Program Income: enter the amount of program income anticipated to be received by the organization. (Program income includes things like co-pay received)

4. Less Funding Received from Other Sources for Services: This line is for any funding you receive that supports any expenses that are used on the Unit Cost Worksheet to calculate the rate.

5. Less any Other non-matching Cash: This line should include any Copay or Program Income that is not already used as Match in the earlier rows.

6. Adjusted Budgeted Costs and Adjusted Cost per Unit of Service are formula driven and will be automatically calculated.

Rates for Services used for bidding in the RFP may be the calculated Adjusted Cost per Unit of Service or lower. Rates for services used for bidding in this RFP should not be greater the calculated adjusted Cost per Unit of Service.

APPENDIX VI

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.