AMENDMENT FOUR
BETWEEN
FLORIDA DEPARTMENT OF ELDER AFFAIRS
AND
ALLIANCE FOR AGING, INC.

THIS AMENDMENT, entered into between the Florida Department of Elder Affairs, (DOEA or Department) and the Alliance for Aging, Inc. (Contractor), hereby amends contract KX023.
WHEREAS, the purpose of this Amendment is to increase services and funding and replace attachments of contract KX023. The total contract amount of **$3,687,788.00** is hereby increased by **$1,843,894.00**. Total contract amount is hereby amended to read **$5,531,682.00** wherever stated throughout the contract.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Attachment I, Scope of Work, is hereby replaced.
2. Attachment II, Exhibit 4, Funding Summary 2025-2026, is hereby added.
3. Attachment XIX, Officer Compensation Form, is hereby replaced.

All provisions in the contract and any attachments thereto in conflict with this Amendment shall be and are hereby changed to conform to this Amendment.

All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the contract.

This Amendment and all its attachments are hereby made part of the contract.

IN WITNESS WHEREOF, the Parties have caused this twenty-four (24) page Amendment to be executed by their officials as duly authorized, and agree to abide by the terms, conditions and provisions of Contract KX023 or as amended. This Amendment is effective on the last date the Amendment has been duly signed by both Parties.

CONTRACTOR:
ALLIANCE FOR AGING, INC.

SIGNED BY: DocuSigned by: Max Rothman 02206EC13E6C479...
NAME: Max Rothman
TITLE: Pres. & CEO
DATE: 6/27/2025

Federal Tax ID: 65-0101947 001

UEI: N3NBRNG4DJ64

STATE OF FLORIDA,
DEPARTMENT OF ELDER AFFAIRS

SIGNED BY: Signed by: A9A2BE85B654B1...
NAME: MICHELLE BRANHAM
TITLE: SECRETARY
DATE: 7/1/2025

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.
OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF ELDER AFFAIRS

SIGNED BY: Signed by: 848F96A930114CD...
NAME: Erik Sayler
TITLE: General Counsel
DATE: 6/27/2025

ATTACHMENT I
STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. Definitions of Terms

1. **Agency for Health Care Administration (AHCA):** The Agency for Health Care Administration is designated as the single state Medicaid agency, authorized to make payments for medical assistance and related services under Title XIX of the Social Security Act and Chapter 409 Florida Statutes (F.S.).
2. **Aging and Disability Resource Center (ADRC):** An Aging and Disability Resource Center as defined by Chapters 409 and 430 and designated by the Department of Elder Affairs to perform functions.
3. **AHCA 5000-3008 (Form 5000-3008):** This form is used by the Comprehensive Assessment and Review for Long-Term Care Services (CARES) Program to determine medical eligibility for Medicaid Waiver programs, and must be completed and signed by a licensed physician, physician assistance (PA), or advanced registered nurse practitioner (ARNP) and returned to CARES.
4. **Applicant List (APPL) for the Statewide Medicaid Managed Care Long-Term Care Program (SMMC LTC) or Pipeline**: APPL is a status code in ECIRTS designated to individuals who have been released from the enrollment management system (EMS) and are currently in the enrollment process for SMMC LTC.
5. **Assessed Priority Consumer List (APCL) for SMMC LTC or Pre-enrollment list**: A program-specific list maintained in ECIRTS when enrollment in the Statewide Medicaid Managed Care Long-Term Care Program (SMMC LTC) is not available.
6. **Client Information and Registration Tracking System (ECIRTS):** The Department's web-based application used by the aging network to manage client assessment data, register clients for services, plan client services, and maintain program pre-enrollment lists.
7. **Enrollment Management System (EMS):** The process by which an eligible Medicaid recipient signs up to participate in SMMC LTC.
8. **EMS Release:** A list of individuals, by Planning and Service Area (PSA), released from the SMMC LTC pre-enrollment list by the Department to the ADRCs for assistance with enrollment in SMMC LTC.
9. **Federal Financial Participation (FFP):** Federal matching funds, provided through Title XIX of the Social Security Act.
10. **Financial Eligibility:** The review and analysis by the Department of Children and Families (DCF) of financial and technical program specific criteria to determine if an individual is qualified to receive Medicaid Program services, in accordance with federal requirements in Title XIX of the Social Security Act and provisions of state law. Financial eligibility may also be determined by the Social Security Administration as Supplemental Security Income (SSI) Medicaid is an allowable form of Medicaid for SMMC LTC enrollment.
11. **DOEA Form 701S:** Incorporated Form per Rule 58A-1.010 of the Florida Administrative Code (F.A.C.) The DOEA Form 701S is used to telephonically screen and rescreen individuals for enrollment and maintenance on the APCL for SMMC LTC and Department administered programs and services. Completion of the form generates a rank and priority score for placement and prioritization on the APCL.
12. **Independent Consumer Support Program (ICSP):** The Independent Consumer Support Program (ICSP), is a coordinated effort by the Department's Bureau of Long-Term Care & Support (LTCS), working in collaboration with the statewide Long-Term Care Ombudsman Program (LTCOP), the local Aging and Disability Resource Centers (ADRCs), and the Agency for Health Care Administration (AHCA.) ICSP operates using the staff of LTCS, local ADRCs, and the LTCOP to provide independent and conflict-free support and education and to ensure that SMMC LTC consumers have multiple access points for information, complaints, grievances, appeals, or questions.

13. **Initial Screening**: The completion of the DOEA Form 701S for any individual who is not APCL, APPL, or active in a Department administered program as verified on the ECIRTS program screen.
14. **Medicaid Administrative Claiming (MAC):** The process for documenting personnel and actual fiscal expenditures associated with staff performance of activities that are one hundred (100) percent Medicaid compensable.
15. **Medicaid Compensable Activities:** Medicaid administrative activities allowed under the State of Florida Interagency Agreement between AHCA and the Department. Allowable activities include Medicaid outreach and facilitating access to Medicaid eligibility, which are one hundred (100) percent claimable as administration under the Medicaid program.
16. **Medical Eligibility:** The review and analysis of an individual's medical condition to determine if the individual meets nursing facility level of care (LOC) as defined in Rules 59G-4.180 and 59G-4.290 of the Florida Administrative Code (F.A.C.). CARES determines medical eligibility for SMMC LTC.
17. **Planning and Service Area (PSA):** A designated selection of Florida counties assigned to an Area Agency on Aging, or ADRC, in which the clients residing therein must be served.
18. **Rescreening:** An annual DOEA Form 701S rescreening due within 13 months of the date the most recent DOEA Form 701S was completed, or the completion of the DOEA Form 701S due to a significant change. A rescreening due to a significant change is the process of documenting a significant change as defined in Chapter 409, F.S.
19. **Significant Change:** Per Chapter 409, F.S., a significant change means a change in an individual's health status after an accident or illness, an actual or anticipated change in the individual's living situation, a change in the caregiver relationship, loss of or damage to the individual's home or deterioration of his or her home environment, or loss of the individual's spouse or caregiver.
20. **Statewide Medicaid Managed Care Long-term Care Program (SMMC LTC):** A component of the Statewide Medicaid Managed Care program, which is authorized by the 2011 Florida Legislature creating Part IV of Chapter 409, F.S., and is a statewide, integrated managed care program for all covered services. The long-term care component of SMMC provides both home and community-based services and nursing facility services to SMMC LTC enrollees.

B. General Description

1. **General Statement**- Through the provision of a coordinated multi-access "one stop" system that integrates information, referral, and eligibility determination functions for elders, persons with disabilities, and caregivers, the Contractor shall support the Department's mission to help Florida's elders remain healthy, safe, and independent while enhancing the Department's vision that all Floridians age with dignity, purpose, and independence.
2. **Authority-** The Contractor shall comply with program requirements as outlined in the following documents, which are hereby incorporated into this agreement by reference, and includes any subsequent revisions made during the contract period. The relevant federal and state authorities are as follows:
   - **a.** Title XIX of the Social Security Act;
   - **b.** Section 430.2053, F.S.;
   - **c.** Chapter 409, F.S.;
   - **d.** Chapter 58B-1, F.A.C.;
   - **e.** Rule 59G-4.193, F.A.C.;
   - **f.** §1915(c) Waiver Application;
   - **g.** 42 CFR Parts 430 and 431;
   - **h.** Office of Management and 45 CFR Part 75;

i. Statewide Medicaid Managed Care Long-Term Care Program Enrollment Management System Procedures Manual;

j. Department Notices of Instruction; and

k. Department of Elder Affairs Programs and Services Handbook.

3. **Scope of Service** – The Contractor is responsible for the programmatic, fiscal, and operational management of all Aging and Disability Resource Centers (ADRCs) performance service tasks as identified in Section II.A, with no more than the contract amount specified, or as amended for the period beginning July 1, 2023, and ending June 30, 2026. ADRC service tasks are expected to enhance overall customer service and are inclusive of the following:

   a. Telephone Access/Helpline Operations
   b. Long-Term Care Options Counseling and Program Education

   c. Intake/Screening

   d. Pre-enrollment list Placement and Maintenance

   e. EMS Processing and SMMC LTC Eligibility Assistance

   f. SMMC LTC Enrollee Grievances and Complaints

   g. Written Materials/Mail Tracking

   h. Quality Assurance

   i. Local Coalition Workgroup

4. **Major Program Goals –** DOEA administers programs and services for elders across the state of Florida through 11 Area Agencies on Aging, which operate ADRCs. These ADRCs function as a single, coordinated system for information and access to services for all Floridians seeking long-term care resources. The ADRCs provide information and assistance about state and federal benefits, as well as available local programs and services.

   Through the ADRC's provision of Medicaid compensable activities, the ADRCs shall provide education on SMMC LTC, screen individuals for potential Medicaid eligibility, and provide SMMC LTC financial and medical eligibility assistance through a statewide coordination of EMS administrative efforts.

C. Clients to be Served

1. **General Description** – The Contractor shall provide the services described in this contract to all individuals seeking information on, services through, or have complaints regarding SMMC LTC. The Contractor shall serve, at a minimum, individuals in all counties within its PSA.

2. **Client Eligibility –**The clients who may receive services under this contract include the following individuals:

   a. Any entity that contacts the ADRC requesting information on long-term care support options, including SMMC LTC;

   b. All individuals aged sixty-five (65) and above, or eighteen (18) to sixty-four (64) with a disability, and referred to the ADRC to be screened for long-term care services and potential Medicaid eligibility;

   c. All individuals needing placement on the pre-enrollment list for SMMC LTC;

   d. All individuals on an ADRC maintained long-term care pre-enrollment list(s) who require an annual or significant change rescreening to rescreen for potential Medicaid eligibility and to document potential changes in an individual's need for services;

   e. All individuals released by the Department for enrollment in SMMC LTC;

   f. All individuals in need of reestablishing Medicaid eligibility following SMMC LTC disenrollment due to loss of Medicaid eligibility; and

   g. All SMMC LTC enrollees who need assistance in filing a complaint or grievance with or against their managed care plan.

3. **Client Determination –** The Contractor shall be responsible for correctly identifying whether individuals who contact the ADRC are in need of Medicaid long-term care services through the information, referral, and client intake processes. The Contractor shall ensure all individuals who contact the ADRC in need of information, referral, and/or Medicaid long-term care services are correctly identified, provided the correct information, and referred to the correct entity, as appropriate.

   a. The Contractor shall be responsible for determining if clients meet preliminary Medicaid eligibility criteria and are considered "potentially Medicaid eligible" or "Medicaid Waiver Probable" by the completion of the intake, screening, and pre-enrollment list maintenance processes. The Contractor shall use the most recently completed DOEA Form 701S to screen for potential Medicaid eligibility.

   b. A client's potential Medicaid eligibility shall be determined by a review of the self-declared income and asset limits recorded on the DOEA Form 701S. Medicaid information and services, including SMMC LTC pre-enrollment list placement, shall be targeted to individuals with a self-declared income and asset limit that does not exceed the income and asset limit listed for "HCBS Home and Community Based Services (Waivers)" on the most up-to-date *SSI-Related Programs – Financial Eligibility Standards* document released by DCF.

   c. Failure to answer questions on the DOEA Form 701S related to income and assets or self-reporting income and asset limits that exceed those posted by DCF does not exclude an individual from requesting information on, pre-enrollment list placement for, or receiving SMMC LTC services. DCF shall have final authority for the financial eligibility determination of clients enrolling or enrolled in SMMC LTC. The DOEA's CARES program shall have final authority for the medical eligibility determination of clients enrolling or enrolled in SMMC LTC.

4. **Contract Limits -** In no case shall the Contractor be required to incur costs in excess of the contract amount in providing services to clients.

5. **Clients Served –** In accordance with section 430.2053(6), F.S., the Contractor may not be a provider of direct services other than information and referral services, and screening.

II. MANNER OF SERVICE PROVISION

A. Service Tasks

1. Existing Telephone Access/Helpline Operations

a. The Contractor shall establish and maintain a telephone communication system equipped with caller identification, automatic call distribution equipment capable of handling the expected volume of calls, access to telecommunication services for people who are deaf or hard of hearing, and access to interpreter services for non-English speaking clients.

b. The Contractor may use an interactive voice response system provided that, at each level, the caller may choose to speak with an operator or ADRC staff member.

c. ADRC staff shall be available to answer incoming calls a minimum of nine (9) hours a day, 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding the following state observed holidays: New Year's Day, Martin Luther King, Jr., Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day.

   i. Notification of additional operational closures must be submitted to the Department's ADRC Contract Manager in writing twenty-four (24) hours prior to the anticipated date/time of the closure. The Department Contract Manager must be immediately notified of unplanned and emergency closures.

d. ADRC staff shall be available within the operational hours to perform the following ADRC service functions:

   i. Long-term care options counseling and program education;

   ii. Intake and Screening;

iii. Pre-enrollment list Placement and Maintenance;

iv. EMS Processing and SMMC LTC Eligibility Assistance; and

v. SMMC LTC Enrollee Grievances and Complaints.

e. ADRC staff hired by the Contractor to perform the above functions may be comprised of temporary, Other Personnel Services (OPS) staff, part-time (PT) staff, and full-time (FTE) staff. All ADRC staff performing ADRC service functions as outlined in Section II.A, regardless of funding source, must meet education and background requirements and must have completed the required training for the specific ADRC service function as listed in Section II.A.

f. The Contractor shall have the capability of making outbound calls.

g. The Contractor shall ensure there is a system in place for answering and responding to calls received outside of the regular business hours.

i. The system shall, at a minimum, identify the agency, hours of operation, and give callers the option to leave a message.

ii. The system shall instruct callers to dial "911" in the event of an emergency.

iii. Messages shall be recorded in the eCIRTS Contact Tab and responded to the next business day.

h. The Contractor shall establish, operate, monitor, and support an automated call distribution system that supports, at a minimum, the following:

i. A daily analysis of the quantity, length, and types of inbound calls received;

ii. Monitoring the number of abandoned and/or blocked calls;

iii. The ability to measure average wait time by type of call and for all calls in the aggregate and daily; and

iv. The ability of the Department, during on-site Quality Assurance monitoring, to monitor calls conducted by the Contractor. This shall include one of the following two methods:
(1) A system that supports the ability of the Department to listen in on an active call while on-site for Quality Assurance monitoring; or
(2) The ability to record and preserve the calls so that the Department can later listen to the calls during on-site visits as part of Quality Assurance monitoring.

v. Should the Contractor choose to record the calls, the Contractor must maintain the records pursuant to applicable State and Department record retention schedules.

i. The Contractor shall report incoming and outgoing telephone communications data as required on the Monthly ADRC Client Tracking Report, Attachment XVI. This data will be used to measure the progress of operationalizing the telephone communications systems and to assist in the development of telephone system quality assurance standards.

j. Without prior notice, the Contractor shall allow the Department the unrestricted right, at the Department's sole discretion, to monitor and/or record live telephone calls between the Contractor staff and clients. The purposes of such monitoring and recording may include, but are not limited to:

i. Ensuring and improving the quality of services provided by the Contractor;
ii. Training and evaluating the Contractor's personnel;
iii. Verifying compliance with the terms and conditions of this Agreement and any applicable service level agreements;
iv. Investigating and resolving complaints or disputes; and
v. Identifying areas for process improvement and efficiency gains.

k. The Contractor shall provide the Department with the necessary technical capabilities and access credentials to enable real-time monitoring of live telephone calls. This may include, but is not limited to, providing access to a designated online portal, call management system, or other mutually agreed-upon methods. The Contractor shall ensure that such access is reliable, secure, and does not unreasonably disrupt call center operations.

l. The Department and the Contractor each agree to comply with all applicable federal, state, and local laws and regulations concerning the monitoring and recording of telephone communications, including but not limited to any notice or consent requirements. The Contractor warrants that it has obtained or will obtain any necessary consents from its personnel to allow for such monitoring and recording as contemplated by this Agreement. The Department shall be solely responsible for ensuring its use of any recorded information complies with applicable privacy laws.

m. Any recordings or information obtained through such monitoring shall be treated as confidential information of the Department and handled in accordance with the applicable confidentiality of information provisions in Chapters 119 and 430, Florida Statutes including sections 430.105 and 430.608, Florida Statutes.

2. Long-Term Care Options Counseling and Program Education

a. The Contractor shall conduct long-term care options counseling designed to allow individuals accessing the ADRC to determine the best and most appropriate selection of programs and services.

i. Long-term care options counseling must provide impartial, unbiased information about programs and services that are available.

ii. Long Term Care Options Counseling is to be provided once eligibility is determined. For those eligible, this is to assist them with selecting the most appropriate programs, which includes exploring alternative programs if pre-enrollment listed for selected programs. For those ineligible, this is to discuss alternative programs available including community resources.

b. The Contractor shall perform LTCPE and SMMC LTC activities. This includes counseling on all available services, eligibility requirements, the application process, and to provide additional information and resources when needed.

i. Consistent and uniform information about SMMC LTC shall be provided by trained and certified staff and in a manner appropriate to the receiving individual's communication needs.

(1) Staff providing LTCPE must be certified, annually, by completing the *Aging and Disability Resource Centers Long-Term Care Program Education Certification* and must receive a score of ninety (90) percent or greater.

(2) Prior to providing LTCPE, staff shall read and understand the "Prohibited Activities" outlined in Attachment XV. The signed acknowledgment that the employee has received, read, and understands the "Prohibited Activities" as outlined in Attachment XV shall be maintained in the employee's personnel file and updated annually.

c. The Contractor shall ensure that all Medicaid information contained in publicly available materials is correct and current, including the Contractor's website. All materials containing Medicaid information must be made available to the Department upon request.

d. The Contractor shall build relationships with community partners and shall provide LTCPE and training, as needed, to facilitate awareness of SMMC LTC and the associated enrollment processes.

3. Intake and Screening

a. Intake and screening is the process completed by Medicaid staff to facilitate entry into the long-term care service system, screen for potential Medicaid eligibility, and maintain the APCL for publicly-funded long-term care programs and services. The intake process begins when an individual or an individual's representative contacts the ADRC by telephone, mail, fax, email, or in person and is identified as in need of a screening.

b. The Contractor shall complete the intake and screening process for all individuals seeking long-term care services and supports through the administration of the Department approved DOEA Form 701S.

c. Individuals on the APCL for SMMC LTC and actively receiving services and/or enrolled in another program, including other DOEA administered programs and services, shall have an initial and annual DOEA Form 701S rescreening completed by the ADRC in order to be maintained on the APCL for SMMC LTC and released for program enrollment.

d. If an individual is active in another Department program and is not on the APCL for SMMC LTC but is identified as a Medicaid Waiver Probable (per Section I.C.3) the contractor must then refer the individual to the ADRC for the completion of the intake and screening process for potential Medicaid eligibility and place them on the pre-enrollment list for SMMC LTC as appropriate.

e. Upon initiation of the intake and screening process, an individual must be contacted by ADRC staff within three (3) business days for the purpose of completing a DOEA Form 701S.

i. If the DOEA Form 701S cannot be completed at the time of the three-day contact, the Contractor shall schedule a time to complete the DOEA Form 701S. Screenings must be completed within fourteen (14) business days from the date of the initiation of the intake process.

ii. All individuals who contact the ADRC with a request for long-term care services must be contacted within three business days.

f. All ADRC staff administering the DOEA Form 701S shall be certified by the Department as documented by the completion of the Department approved DOEA Form 701S training modules.

g. In order to complete any step of the intake and screening process, the ADRC must, at a minimum, make three telephone attempts to contact individuals referred for intake and screening.

i. If an individual is not able to be reached by telephone to complete the intake and screening process after three telephone attempts, written correspondence must be sent to the last known address of the individual and/or the individual's representative, notifying him/her that the ADRC was unable to make contact and that the case will be closed unless the individual contacts the ADRC to complete the process.

h. The Contractor must track all individuals through the completion of the intake and screening process. The completion of the intake and screening process occurs when a DOEA Form 701S is completed and an individual is triaged and placed on the APCL(s) for services, or the individual is not able to be contacted.

i. Entry into the intake and screening process must be documented in the ECIRTS Contact Tab as such. An individual must be documented in the ECIRTS Contact Tab for follow-up until the intake and screening process is complete, at which time the case may be closed.

ii. Any extenuating circumstance that prevents the intake and screening process from being completed in the required timeframe must be documented in the ECIRTS Contact Tab and made available to the Department for review. The Department shall make the final determination as to the validity of an extenuating circumstance.

4. Pre-enrollment list Placement and Maintenance

a. The Contractor shall use the completion of the DOEA Form 701S to screen for potential Medicaid eligibility, for other public assistance, and private pay programs and services, in accordance with Department contractual requirements and program policies and procedures.

b. The Contractor must utilize the DOEA Form 701S as well as any additional information obtained throughout the intake and screening process to provide targeted information and access to the most appropriate programs and services available to meet the needs of an individual, including providing referrals to other entities, as appropriate.

c. The Contractor shall provide the following information to all individuals receiving intake and screening services:

i. Information about SMMC LTC, the eligibility process, and the pre-enrollment list, including the individual's potential for Medicaid eligibility;

ii. Information regarding additional sources of assistance, including non-SMMC LTC Medicaid programs, non-Medicaid programs and services, Food Assistance (formerly known as Food Stamps), and private pay options; and

iii. ADRC contact information and encouragement to call for a significant change rescreening if the individual's situation changes.

d. Potential Medicaid eligibility shall be identified by ADRC staff based upon the individual's self-declared income/asset limits as compared to the most recent DCF income/asset limits. Individuals do not have to provide this information in order to be placed on the APCL for SMMC LTC.

i. Long-term care options counseling for those individuals identified as potentially Medicaid ineligible must include information regarding the Department requirement for completing the SMMC LTC eligibility process when offered SMMC LTC enrollment if receiving Community Care for the Elderly (CCE) general revenue-funded services.

e. Any individual screened by the ADRC may request, at any time, to be placed on or removed from the SMMC LTC pre-enrollment list regardless of potential eligibility or ineligibility, with the exception of those individuals receiving CCE services who are identified as potentially Medicaid eligible by a CCE lead agency and referred to the ADRC for intake, screening, and pre-enrollment list placement, as needed. These individuals must be placed on the SMMC LTC pre-enrollment list and, if released, complete the SMMC LTC eligibility process.

f. In order to complete the intake and screening process, the Contractor shall enter or update information in ECIRTS for clients waiting for SMMC LTC or DOEA-funded services and open an enrollment span with the program status of APCL, as appropriate.

i. The Contractor shall ensure that only one APCL is maintained for SMMC LTC and/or each DOEA-funded program in each PSA. Individuals may be enrolled on an APCL for more than one program.

ii. The Contractor shall ensure that pre-enrollment list placement occurs within one (1) business day of the completion of the DOEA Form 701S.

g. The Contractor shall complete a DOEA Form 701S for all individuals on an APCL maintained by the ADRC at least once every thirteen (13) months.

i. A DOEA Form 701S must be completed as necessary at any time between the required screenings in order to document a significant change in an individual's health, living situation, caregiver, environment and/or income.

h. The Contractor shall ensure all individuals on the APCL for SMMC LTC have the following as documented in ECIRTS:

i. A complete and current DOEA Form 701S;

ii. A priority score and rank; and

iii. Up-to-date demographic information.

i. The Contractor must appropriately modify an APCL program status code for clients no longer waiting for the associated program or service. Termination from an APCL occurs when a person is no longer interested in waiting for the program or service, is no longer eligible or able to receive the program or service, begins receiving certain services, or begins the eligibility process for the program or service.

j. Enrollment in SMMC LTC and/or other Department administered programs is based on available funding, specific program eligibility, and prioritization criteria as stated in law, rule and Department contracts.

5. EMS Processing and SMMC LTC Eligibility Assistance

a. The EMS and the EMS release process does not include individuals residing in nursing facilities or individuals seeking nursing facility services under SMMC LTC.

b. AHCA may limit enrollment into SMMC LTC pursuant to Chapter 409, Florida Statutes, in order not to exceed the number of Medicaid recipients who may be enrolled, or are projected to enroll, in SMMC LTC, and the total SMMC LTC waiver program allocation in the General Appropriations Act.

c. Opportunities for SMMC LTC enrollment are offered to individuals on the SMMC LTC pre-enrollment list based on the prioritization methodology developed and implemented by the Department, where individuals most in need of services are offered the opportunity for enrollment first. The Contractor shall not process individuals for SMMC LTC program enrollment unless authorized by the Department.

d. Pursuant to federal and state law, prior to SMMC LTC program enrollment, individuals must be determined financially and medically eligible for SMMC LTC. DCF determines financial eligibility for Medicaid pursuant to Rule 65A-1.205 and CARES determines medical eligibility pursuant to Rule 59G-4.180 and 59G-4.290. The clinical assessment that is completed by CARES to determine medical eligibility is part of DCF's financial eligibility determination process for Medicaid.

e. The Contractor shall develop, execute, maintain, and adhere to a Memorandum of Understanding with both the Department for collaboration with CARES unit staff and with DCF for collaboration with the Economic Self-Sufficiency Unit staff.

i. The memorandum of understanding shall outline which staff persons are responsible for which functions and shall provide the staffing levels necessary to carry out the functions of the ADRC. The Contractor shall, either physically or virtually, execute the provisions of the memorandums of understanding.

(1) Physical collocation means the actual presence of ADRC, CARES, and DCF staff operating from a single site in the same location performing ADRC functions. This organizational structure provides for ongoing face-to-face communications in the conduct of ADRC service functions.

(2) Virtual collocation means the performance of ADRC service functions by ADRC staff and CARES and DCF staff operating from more than one location in the PSA. The conduct of ADRC service functions in this organizational structure is facilitated through shared computer access, facsimile machines and teleconferencing, as well as frequent face-to-face contact.

f. The Department will notify the ADRC via email of the new EMS release in ECIRTS once available. Upon notification of an EMS release, the ADRC shall begin processing individuals for SMMC LTC enrollment.

g. The ADRC shall assist all individuals released from the SMMC LTC pre-enrollment list who are in APCL and APPL status in ECIRTS per the most recent SMMC LTC EMS Procedures Manual

6. SMMC LTC Enrollee Grievances and Complaints

a. The Contractor shall provide assistance to SMMC LTC enrollees to file grievances and complaints with the long-term care plans, as well as provide information concerning Medicaid fair hearings. The Contractor shall also maintain a record of such complaints and grievances in accordance with the F4A (Florida Association of Area Agencies on Aging) approved statewide policies and procedures.

b. The Contractor shall follow Independent Consumer Support Program (ICSP) procedures for assisting SMMC LTC enrollees with informally resolving grievances with a long-term care network and accessing the long-term care network's formal grievance process, including entering SMMC LTC enrollee grievances and complaints into ECIRTS.

7. Written Materials and Mail Tracking

a. Written Materials – All written materials determined necessary by the ADRC, or as directed by the Department, to carry out the provisions of this contract must adhere to the following:

i. Be designated at a fourth-grade reading level, as confirmed by the Flesh-Kincaid Readability Testing function of Microsoft Word or its equivalent;

ii. Be developed in English and Spanish, and in another language when five percent or more of the population in the county speaks a language other than English or Spanish;

iii. Be made available to individuals upon request following the initial dissemination of the written material; and

iv. Be made available appropriate alternative forms for individuals who are visually impaired, hearing impaired, or unable to read, in accordance with Section 504 of the Rehabilitation Act of 1973, 29 USC § 794 and Title II of the Americans with Disabilities Act of 1990, 42 USC § 12131 et seq.

v. All written materials shall contain a statement that materials are available in other languages and in alternate formats and may be obtained by calling the ADRC.

vi. All materials not issued by the Department to be used to carry out the provisions of this contract shall be submitted to the Department for approval prior to distribution or use.

b. Mail Tracking - The Contractor shall maintain a tracking system for all mailings associated with the performance of the tasks listed in Section II.A.

i. All outgoing mail must be post-marked within one (1) business day of the issue date recorded on the written material.

ii. The Contractor shall maintain a tracking system for returned surface mail.

iii. The Contractor shall forward any returned mail, for which the post office has provided a new address, to the new address within three (3) business days of receipt of the returned mail and must update the individuals address in both the ECIRTS Contact Taband ECIRTS.

iv. If mail is returned as undeliverable and a new address was not provided, the Contractor shall attempt to contact the individual within two (2) business days of the returned mail via phone call using the last known phone number on file in order to obtain an updated address.

8. Quality Assurance

a. The Contractor shall enter all client contacts into the ECIRTS Contact Tab to ensure client contacts can be tracked from the moment of contact, referral, and/or request for services, to the provision of ADRC services.

i. The Contractor shall use appropriate ECIRTS Contact Tab coding and data entry methodologies in order to appropriately identify clients, maintain client contact information, track the reason for client contacts, and support the provision of ADRC services, as outlined in Section II.A.

ii. ECIRTS Contact Tab entries must occur simultaneously with the provision of ADRC services, or immediately following the completion of a client contact. The completion of a client contact includes any ADRC action taken to provide an ADRC service.

iii. A corresponding ECIRTS Contact Tab entry must be recorded per contact for each time an ADRC service is rendered. Incoming client referrals, including referrals received by the ADRC via by telephone, mail, fax, email, or in person must have a corresponding ECIRTS Contact Tab entry.

iv. ECIRTS data entries must be completed for tasks that require ECIRTS data entry in order to support the provision of the ADRC service(s).

b. The Contractor shall develop and implement administrative policies and procedures to address the provision of all ADRC service tasks as required by Section II.A, above. The administrative policies and procedures shall incorporate quality assurance measures and systematic action for maintaining optimal service standards, performance management, client satisfaction, and shall, at minimum, address the following elements:

i. The operation of all Telephone Access/Helpline activities;

ii. The operation of all mailroom activities;

iii. The data management process, including timeframes for initial data entry, use of data codes and identifiers, changes to data, and the deletion of data, for ECIRTS;

iv. Internal quality control;

v. Management reporting;

vi. Staff training;

vii. Personnel management; and

viii. Program integrity and compliance.

c. The administrative policies and procedures must be submitted to the Department by November 10, annually, upon revision, and as requested by the Department.

d. Systems Data Integrity - The Contractor shall ensure the integrity of all data entered in the ECIRTS, required reports, and any other data or data sources as requested by the Department.

i. The Contractor shall ensure correct demographic information is available in ECIRTS all times. This includes immediately correcting or updating an individual's name, social security number, Medicaid number, address, or phone number when made aware that information is incorrect or has changed.

ii. The Contractor shall ensure correct screening and enrollment information is recorded in ECIRTS. This includes the entry of the correct screening type and date of completion, enrollment span(s) beginning and end dates, termination codes, and Medicaid Waiver Timeline entries.

iii. The Contractor shall include a ECIRTS data section in the administrative policy and procedures, outlining how the Contractor uses ECIRTS to perform ADRC services functions, including the naming conventions of ADRC staff in ECIRTS, the Contractor codes used for ADRC service functions, and a plan for ensuring data integrity.

iv. The ADRC shall report any ADRC issues that compromise the integrity of ECIRTS data to the Department's Contract Manager immediately when made aware of an issue, including a plan for resolution.

(1) Requests for assistance with resolving issues with ECIRTS may be submitted to the Department via an online help-desk ticket available at https://fmw.sdc.fl.gov:8890/apps/doeaapex/f?p=2230

v. ECIRTS information shall be recorded by the ADRC in real-time. An event or client contact requiring entry in ECIRTS must be date-stamped in ECIRTS simultaneously or immediately following the conclusion of the ADRC service task as supported by other ADRC data systems, including the ECIRTS Contact Tab and telephone data, as available.

e. The Contractor shall perform ongoing internal quality assurance reviews of staff performance, ECIRTS data integrity, and EMS processing in order to ensure continual compliance with contract performance requirements. The Contractor shall ensure the necessary steps are taken to remediate any deficiencies found in the internal review process. All records associated with the internal review process, including ECIRTS data, ADRC reports, and staff monitoring activities, shall be evidenced in a quarterly Quality Assurance Review Report, and submitted to the Department in accordance with the Source Documentation/Reporting, Section II.F.4.

Internal quality assurance activities must include the completion of case file reviews and customer satisfaction surveys.

9. Local Coalition Work Group

a. The Contractor shall convene a local coalition work group to advise in the planning and evaluation of the ADRC as required in Chapter 430, F.S. The local coalition work group shall consist of representatives from agencies and organizations serving elders, persons with disabilities, and caregivers. The work group shall also include Alzheimer's Association chapters, housing authorities, Serving Health Insurance Needs of Elders (SHINE) volunteers, local government, and selected community-based organizations, including

social services organizations, advocacy groups and any other such individuals or groups as determined by DOEA.

b. The local coalition work group shall assist in the development of the ADRC Annual Program Improvement Plan and shall be documented and submitted in accordance with the required Area Plan development and submission guidelines.

10. Task Limits - The Contractor shall not perform any tasks other than those described in Section II.A without the express written consent of the Department.

11. Reports - The Contractor shall respond within ten (10) business days to the Department's request for routine and/or special requests for information and ad hoc reports. Contractor shall submit all required reports and supporting documentation to the Department's Contract Manager on or before the due dates stated in this contract.

B. Staffing Requirements

1. Staffing Levels - The ADRC is authorized to hire personnel as Medicaid staff to perform the Medicaid compensable activities as described in Section II.A., in an amount not to exceed the budget in the Budget Summary (Attachment IX). These positions must be dedicated solely to the provision of Medicaid activities in order to be claimable. Only the Medicaid compensable activities outlined herein are allowable as administration under the Medicaid program and claimable at the non-enhanced FFP rate.

a. The Contractor may assign its own administrative and support staff as needed to augment the performance by the dedicated FTE position(s) of the assigned tasks, responsibilities, and duties under this contract, providing all duty specific training and the qualifications listed in Section II.B.2 are met.

b. Temporary or OPS staff hired to perform Medicaid compensable activities must meet all expectations of an employee of the Contractor as outlined in Section II.B.2. in order to be claimable under this contract.

c. Staff not performing one hundred (100) percent Medicaid compensable activities shall not be reimbursable under this contract, including administrative and managerial staff. Every staff must complete the attestation statement monthly and it is to be submitted with the invoice. This statement can be found at Attachment XVIII.

d. Staff lunch periods shall not be reimbursable under this contract. Employee salary or compensation shall only be reimbursable by the Contactor for actual hours worked.

2. Professional Qualifications

a. All ADRC staff members performing Medicaid functions must possess the following staff qualifications:

i. Possess a bachelor's degree from an accredited college or university; or

ii. Possess an associate degree from an accredited college or university and a minimum of one (1) year of experience as a caseworker, case manager, intake specialist, or experience in performing human services related work; or

iii. Possess a high school diploma or GED and two (2) years of experience as a caseworker, case manager, intake specialist, or experience in performing human services related work.

iv. The Contractor may also hire enrolled students from a college or university in Florida who are pursuing their bachelor's degree in a social services field as interns.

b. Medicaid staff must have the following knowledge and skill set in order to perform Medicaid functions:

i. Knowledge of computer applications to perform the functions of the position, including word processing, database, and spreadsheet applications;

ii. The ability to work independently and with minimal supervision;

iii. Knowledge of available ADRC administered programs and available Medicaid programs;

iv. The ability to work with disabled adults, elders, caregivers, stakeholders, and community partners in a knowledgeable, engaged, and compassionate manner; and

v. The ability to set and track personal performance goals to efficiently manage workload.

c. Medicaid staff designated to perform supervisory functions for other Medicaid staff, such as hiring, training, approving timesheets, and performing quality assurance tasks and monitoring of Medicaid staff performance, must possess the following qualifications prior to the performance of supervisory tasks:

i. Possess a master's degree from an accredited college or university; or

ii. Possess a bachelor's degree from an accredited college or university and two (2) years of related work experience.

d. In addition to the knowledge and skill set listed in Section II.B.2., Medicaid staff performing supervisory functions must possess the following:

i. Experience in performing supervisory functions, including managing staff, monitoring staff performance, approving staff timesheets, and hiring new staff;

ii. The ability to conduct training, including public speaking and developing training materials;

iii. The ability to effectively communicate both verbally and in writing; and

iv. The ability to gather and analyze systems data.

e. The Contractor shall keep detailed personnel files in order to evidence that staff meet all Medicaid staff qualifications prior to the performance of ADRC Medicaid functions. The Contractor must keep an updated organizational chart listing the contact information of all staff performing ADRC service functions, including Medicaid staff and designated Medicaid functions supervisors. An updated organizational chart shall be sent to the Department's Contract Manager monthly with each invoice, or within five (5) business days of any staff changes that occur.

f. ADRC staff designated as Medicaid staff must spend one hundred (100) percent of scheduled work time on Medicaid compensable activities as described in this contract.

3. Staffing Changes – New Medicaid staff may be hired at the discretion of the Contractor. The Contractor shall submit the following supporting documentation to the Department's Contract Manager within fifteen (15) calendar days following the date of hire for all Medicaid staff:

a. Date of hire;

b. Staff contact information;

c. Copy of staff job description/duties;

d. Copy of staff resume;

e. Copy of completion record(s) for required training(s); and

f. Systems access requests (e.g. FLMMIS, Florida System).

The Contractor must inform the Department's Contract Manager of the termination of any Medicaid staff, and request all Medicaid System access be revoked, within two (2) business days of staff termination.

4. Subcontractors – The Contractor is not permitted to subcontract any services required under this contract.

5. Medicaid Administrative Claiming

a. Claiming Federal Financial Participation (FFP) for services which assist Medicaid recipients or potential Medicaid recipients in gaining access to needed Medicaid covered services may be done for allowable Medicaid costs incurred by the Contractor. Claimed contracted activities must be necessary for the proper and efficient administration of the State of Florida Medicaid Plan.

b. In order to ascertain the portion of time spent by Medicaid staff on each Medicaid related function or duty, the Contractor must complete a biannual workforce analysis for all Medicaid staff over the course of fifteen (15) consecutive calendar days within the reporting period. The workforce analysis will record all hours of the workday for each staff member performing Medicaid compensable activities in quarter-hour increments and be documented by each staff on an individual Workforce Activity Log. All activities performed, whether Medicaid or non-Medicaid and including paid time off (breaks, sick leave, and holidays/vacations), must be tracked. The collection of fifteen (15) calendar days of employee data will represent the entire reporting period.

c. The Contractor must compile the results of the individual Workforce Activity Logs in an ADRC Workforce Activity Log Summary for each reporting period listed in Section II.F.4 is hereby replaced with the following dates of October 10th and February 10. The ADRC Workforce Activity Log Summary should be broken down by each Medicaid staff as well as the aggregate for the reporting period.

6. **Training –** The Contractor shall provide ongoing training of Medicaid staff to ensure job performance complies with contract requirements and Department instructions. All training materials must be made available to the Department upon request. These trainings must include, but are not limited to, the 701S and LTCPE.

C. Service Location and Equipment

1. **Service Delivery Location** – The Contractor must operate the ADRC, and perform all ADRC service functions, within a facility physically located in the State of Florida within the Contractor's designated PSA. The physical service location must be as accessible as possible to the populations to be served by the ADRC as listed in Section I.A.

2. **Service Times -** The Contractor shall ensure the services listed in this contract are available during regular business hours or at times appropriate to meet client service needs. Regular business hours are defined as Monday through Friday, 8:00 AM to 5:00 PM local time, excluding the state holidays listed in Section II.A.1.c.

3. **Changes in Location -** The Contractor shall notify the Department in writing a minimum of one (1) week prior to making changes in location that will affect the Contractor's ability to provide the services required under this contract, and/or impact the Department's ability to contact the Contractor by telephone. The notification must also include a proposal predicting any possible impacts on the Contractor's ability to provide the ADRC service functions listed in Section II.A, and a plan for the implementation of any temporary arrangements or other actions needed to be taken by the Contactor to reduce the Contractor's inability to perform contracted services.

4. **Equipment –** The Contractor shall be responsible for supplying equipment conducive to operating a call center and performing all services tasks under this contract, including, required technology and data systems, computers, telephones, copiers, fax machines, maintenance, and office supplies as required to complete the services in this contract.

D. Contractor Responsibilities

1. **Contractor Unique Activities** - All ADRC service tasks listed in this contract are solely and exclusively the responsibility of the ADRC, and for which, by execution of this contract, the ADRC agrees to be held accountable.

2. **Coordination with Other Entities** - Notwithstanding that tasks for which the ADRC is held accountable involve coordination with other entities in performing this contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the ADRC is obligated to perform pursuant to this contract.

E. Department Responsibilities

1. **Department Obligations -** The Department may provide technical support and/or assistance to the Contractor within the resources of the Department to assist the Contractor in meeting the requirements of

this contract. The support, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.

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

F. Deliverables

1. The Contractor shall perform activities related to the proper and efficient administration of the Medicaid functions described in this Attachment I. ADRC Medicaid staff must spend one hundred (100) percent of hours worked performing Medicaid compensable activities as evidenced by the certification statement signed by the employee and submitted by the Contractor with the monthly invoice per Section III.E.2.

2. The Contractor must ensure ADRC Medicaid staff is available to perform Medicaid compensable activities during regular business hours as evidenced by the submission of employee timesheets and that a minimum of one client was served per month, as documented by the "Total ADRC Unduplicated Client Count All Types" section of the monthly ADRC Client Tracking Report, Attachment XVI.

3. **Source Documentation** – The Contractor shall respond to routine reports and documentation and as listed on the Source Documentation/Reporting (Deliverable) Schedule, Section II.F.4 and/or special requests for reports and documentation required by the Department, in a timely manner, as determined by the Department's Contract Manager.

   a. All Source Documentation/Reporting (Deliverable) and reports included in Section II.F.4 must be submitted on the report due date by email, to be included with the monthly invoice submission as outlined in Attachment XI,.

4. Source Documentation/Reporting (Deliverable) Schedule – The following documentation shall accompany all requests for payment in order to evidence the provision of ADRC contracted services as outlined in this Attachment I. Dates referenced below are due on an annual basis.

Source Documentation/Reporting (Deliverable) Schedule	Due Date (of each contractual year)
• July ADRC Client Tracking Report	August 10
• July Surplus/Deficit Report	August 25
• August ADRC Client Tracking Report	September 10
• August Surplus/Deficit Report	September 25
• September ADRC Client Tracking Report • First Quarter Quality Assurance Review Report • Biannual ADRC Workforce Activity Log Summary	October 10
• September Surplus/Deficit Report	October 25
• ADRC Administrative Policies and Procedures	November 10
• October ADRC Client Tracking Report	November 10
• October Surplus/Deficit Report	November 25
• November ADRC Client Tracking Report	December 10
• November Surplus/Deficit Report	December 25
• December ADRC Client Tracking Report • Second Quarter Quality Assurance Review Report	January 10
• December Surplus/Deficit Report	January 25
• January ADRC Client Tracking Report • Biannual ADRC Workforce Activity Log Summary	February 10
• January Surplus/Deficit Report	February 25
• February ADRC Client Tracking Report	March 10
• February Surplus/Deficit Report	March 25

• March ADRC Client Tracking Report • Third Quarter Quality Assurance Review Report	April 10
• March Surplus/Deficit Report	April 25
• April ADRC Client Tracking Report	May 10
• April Surplus/Deficit Report	May 25
• May ADRC Client Tracking Report	June 10
• May Surplus/Deficit Report	June 25
• June ADRC Client Tracking Report • Fourth Quarter Quality Assurance Review Report	July 10
• June Surplus/Deficit Report	July 25

G. Performance Specifications

1. **Outcomes and Outputs (Performance Measures)** – In addition to continuous contract monitoring, the Department will use the following performance measures to evaluate the performance of the Contractor and verify the Source Documentation/Reporting listed in **Section II.F.4**.

Performance Measure	Performance Expectation
Percentage of individuals on the SMMC LTC pre-enrollment list screened/assessed within 13 months prior to pre-enrollment list placement. Data Source: DOEA Performance Measures Dashboard	99%
Percentage of individuals screened and placed on the pre-enrollment list within one business day of the completion of a screening in ECIRTS. Data Source: DOEA Performance Measures Dashboard	≥ 85%
Percentage of individuals contacted within 23 calendar days of release. Data Source: DOEA Performance Measures Dashboard	≥ 85%
Percentage of individuals with an open APPL one year after release. Data Source: DOEA Performance Measures Dashboard	≤ 5%

2. **Monitoring and Evaluation Methodology –** The Department will continuously monitor the performance of the Contractor under the terms of this contract. The Department's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Department in monitoring the progress of the completion of service tasks and deliverables. The Department may use, but is not limited to, one or more of the following methods for monitoring:

   a. Desk reviews and analytical reviews;

   b. Scheduled on-site visits;

   c. Client surveys;

   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.

   The Department may conduct on-site monitoring and evaluation of the Contractor's performance according to the Department's Medicaid Administrative Claiming Interpretive Guidelines and the Medicaid Unit Monitoring

Tools, which are hereby incorporated by reference in this contract, including any subsequent revisions made during the contract period.

III. METHOD OF PAYMENT

A. Payment Method Used – The method of payment is cost reimbursement. The total contract amount may not exceed the amount found on page one of this contract. The Department will pay the Contractor upon satisfactory completion of the Tasks/Deliverables, as specified herein and in accordance with the terms and conditions of this contract.

B. Unit of Service – Payment may be authorized only for allowable expenditures to complete the tasks and deliverables as required by this contract.

C. The final request for payment is due to the Department no later than August 10th of each contractual year.

D. Budget – Immediately upon execution of this contract, the Contractor shall submit a proposed budget for expense projections anticipated under this contract and shall not exceed the total amount listed for each program title. Contractual payments to Provider shall not exceed the contract total amount. Any requested changes to the approved budget subsequent to the execution of this contract must be submitted to the Department's Contract Manager using the Budget Revision Request Form (Attachment X) and a revised Budget Summary **(**Attachment IX) for approval. Any change to the total contract amount requires a formal amendment.

1. The Contractor shall include a detailed methodology for each line item included in the contract budget and any subsequent budget amendment requests. Any change to the Contractor's reimbursement methodologies shall require a new Attachment X to be submitted to and approved by the Department.

2. Final requests for budget revisions or adjustments to contract funds, based on expenditures for services provided through June 30th of each contractual year, must be submitted to the Department's Contract Manager no later than August 5th of each contractual year.

E. Invoice Instructions - Payment shall be made upon the Contractor's presentation of an invoice subsequent to the acceptance by the Department of the Deliverables shown on the invoice as required under Section II.F. Payments shall be made pursuant to the Invoice Report Schedule (Attachment XI). All Requests for Reimbursement must be made by the 10th of the following month and shall be as follows:

1. Include Request for Payment (Attachment XII), Receipt and Expenditure Report (Attachment XIII), and Expenditure Summary (Attachment XIV).

2. Include a certification statement, verified and signed by each employee, that the services have been provided, and the Request for Payment is for 100 percent Medicaid compensable activities only.

3. The Contractor agrees to provide an accurate, complete, and current disclosure of the financial status of this agreement.

4. Charges on the invoice must be accompanied by original supporting documentation, submitted to the Division of Finance and Support Services. The Department, the Chief Financial Officer, and Department of Financial Services reserve the right to require further documentation on an as-needed basis.

5. Payment will be authorized only for Medicaid allowable expenses, which are in accordance with the approved Budget Summary (Attachment IX) and supported with adequate documentation. The Contractor shall maintain documentation to support payment requests that shall be available to the Department or authorized individuals, such as the Department of Financial Services, upon request.

6. The Department will reimburse the Contractor for allowable Medicaid-related expenditures to complete the tasks and deliverables required by this contract. Supporting documentation shall be maintained in support of expenditure payment requests for cost reimbursement contracts. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Additional supporting documentation for the line item budget categories are as follows:

a. Salaries – Salaries Category shall include the time period, and the rate of pay must be stated. Supporting payroll documentation must detail the times represented. Such documentation shall include and a payroll register or similar documentation reflecting gross salary, fringe benefits and other deductions, net pay, and the check number with which the payment was made. Fringe benefits shall be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid) and the check numbers. Staff timesheets and logs should be retained and made available upon request.

b. Postage and Reproduction Expenses – Purchases made from outside vendors must be supported by paid invoices and/or receipts. Purchases for all in-house postage (e.g., postage meter) and reproduction expenses must be supported by usage logs or similar documentation to support the Medicaid compensable activities.

c. Expenses – Receipts showing payment has been made or paid invoices indicating the date paid, check number, and amount of payment are required for all expenses incurred (e.g., office supplies, printing, long distance telephone calls, equipment purchases, rent, etc.) to support the Medicaid compensable activities.

d. Travel – Reimbursement for travel must be in accordance with Section 112.061, F. S., which includes submission of the claim on the approved state travel voucher form and shall include purpose and justification of the travel in order to support the Medicaid compensable activities.

e. Conference Travel – Prior approval from the Department's Contract Manager for conference, convention, and out-of-state travel is required in accordance with Section 112.061, F. S., and must be certified on Form C-676C (State of Florida Authorization to Incur Travel Expense) with a copy of the program or agenda of the conference attached. Reimbursement is in accordance with the above section (travel) and must support the Medicaid compensable activities.

F. Financial Consequences – If at any time after an initial written notice of deficiency, the Contractor is notified by the Department's Contract Manager that it has failed to correctly, completely, or adequately perform the deliverables or service tasks, the Contractor will have ten (10) business days to issue a Corrective Action Plan ("CAP") to the Department's Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within the specified time period. The Department shall assess a Financial Consequence for Non-Compliance on the Contractor for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Department will also assess a Financial Consequence for failure to timely submit a CAP.

In the event the Contractor fails to correct an identified deficiency within the timeline specified in the CAP, the Department shall deduct, from the payment for the invoice of the following month, 2% of the monthly value of the contract for each day the deficiency is not corrected. If the Contractor fails to timely submit a CAP Plan, the Department shall deduct 2% of the monthly value of the funds in the contract for each day the CAP is overdue, beginning the 11th day after notification by the Department's Contract Manager of the deficiency. The deduction will be made from the payment for the invoice of the following month.

G. Remedies-Nonconforming Services – The Contractor shall ensure all programmatic reports and financial records are maintained for each reporting period and submitted as stipulated in the Source Documentation/Reporting, Section II.F. Any nonconforming services, performance reports or financial records not meeting the aforementioned requirements shall not be eligible for reimbursement under this contract. The Department requires immediate notice of any significant and/or systemic infractions that compromise the Contractor's ability to provide services, to achieve performance standards or to provide sound financial management.

H. Payment Withholding – Any payment due from the Department under the terms of this contract may be withheld pending the receipt and approval by the Department of complete and accurate financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Section 27 of the Standard Contract.

I. Recoupment – Any denial of Title XIX federal match funds resulting from the Contractor's failure to comply with any terms of this contract will be recovered, from the Contractor, by the Department.

IV. SPECIAL PROVISIONS

A. Deliverable Extensions - The Department's Contract Manager has the authority to modify and/or extend deliverable deadlines. The Contractor must submit to the Department's Contract Manager all extension requests in writing prior to the required deadline. An e-mail writing (request and response) is considered acceptable.

B. General Procurement Standards - Contractor cannot order equipment or supplies, provide services or perform any other action related to this contract until notified that this contract has been executed by the Department. These same actions cannot take place after this contract has expired.

C. Monitoring - The primary, secondary, or signatory of the contract and a minimum of one member of the Contractor's Board of Directors must be present for any on-site programmatic monitoring visit. The Department reserves the right to conduct an on-site visit unannounced by persons duly authorized by the Department.

D. Property Management – All property shall be managed, and title of all property shall vest in accordance with federal and state law.

E. Records and Documentation – The Contractor shall ensure maintenance of client and service information on a monthly basis from ECIRTS or any such system designated by the Department. Maintenance includes valid exports and backups of all data and systems according to the Department standards.

The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed-up data be stored in a secure, offsite location. The Contractor shall maintain written policies and procedures for computer system backup and recovery. These policies and procedures shall be made available to the Department upon request.

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

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

H. Enforcement - In accordance with Section 430.04, F.S., the Department may, without taking any intermediate measures available to it against the Contractor, rescind the Contractors designation as an Area Agency on Aging, if the Department finds that any of the following have occurred:

1. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served, or substantially and negatively affected the operation of services covered pursuant to this contract.

2. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.

3. Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Department, or the Contractor has committed or repeated violations of Department standards.

4. The Contractor has failed to continue the provision or expansion of services after declaration of a state of emergency.

5. The Contractor has failed to adhere to the terms of this contract.

6. The Contractor had failed to properly determine client eligibility as defined by the Department or efficiently manage program budgets.

7. The Contractor had failed to implement and maintain a Department-approved client grievance resolution procedure.

8. The Department may, at its sole discretion, in accordance with Section 430.04, F.S., take intermediate measures against the Contractor, including corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.

9. In making any determination under this provision the Department may rely upon findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of contract are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Leon County. In the event the Department initiates action to rescind an area agency on aging designation, the Department shall follow the procedures set forth in 42 U.S.C. 3025(b).

I. Use of Service Dollars and Management of the Assessed Priority Consumer List - The Contractor is expected to spend all federal, state, and other funds provided by the Department for the purpose specified in this contract. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Contractor. If the Department determines that the Contractor is not spending service funds accordingly, the Department may transfer funds to other AAAs during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

J. Surplus/Deficit Report:

The Contractor will submit a consolidated surplus/deficit report, in a format provided by the Department, to the Department's Contract Manager by the 25th of each month. The report will include the following:

1. The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold specified by the Department will be resolved;
2. Recommendations to transfer funds to resolve surplus/deficit spending;
3. Input from the Contractors Board of Directors on resolution of spending issues, if applicable;

K. Bonus Payments - Are not allowed under this contract.

L. Telework – The Contractor may allow its employees paid by this contract to telework. While teleworking, the contractor's employees must adhere to all contractual requirements and be able to fulfill the service tasks identified in Section II.A of this Attachment I. Employees must be able to work in an environment wherein personal client information will not be compromised. The Contractor may purchase equipment if necessary, to enable its employees to telework; such purchases must be approved in advance by the ADRC contract manager. The Contractor and its employees must be able to provide electronic signatures to attest that each employee paid from this contract completed 100% Medicaid-compensable activities only, when submitting invoices for months in which employees completed telework.

END OF ATTACHMENT I

ATTACHMENT II
EXHIBIT 4

FUNDING SUMMARY (2025-2026)

Note: Title 2 CFR Part 200, as revised, and Section 215.97, F.S. require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

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

GRANT AWARD (FAIN#):			
UEI NUMBER: N3NBRNG4DJ64	**FEDERAL AWARD DATE:**		
PROGRAM TITLE	**FUNDING SOURCE**	**CFDA**	**AMOUNT**
Medicaid Administrative Claiming (MAC25)	OMTF	93.778	$734,288.20
Statewide Managed Care (SMC25)	OMTF	93.778	$187,658.80
TOTAL FEDERAL AWARD			**$921,947.00**

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

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	**FUNDING SOURCE**	**CFDA**	**AMOUNT**
TOTAL STATE AWARD			

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

PROGRAM TITLE	**FUNDING SOURCE**	**CSFA**	**AMOUNT**
Medicaid Administrative Claiming (MAC25)	General Revenue		$734,288.20
Statewide Managed Care (SMC25)	General Revenue		$187,658.80
TOTAL AWARD			**$921,947.00**

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

STATE FINANCIAL ASSISTANCE
Sections 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C, State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT XIX
EXIHBIT 1

Form instructions for Total Compensation Paid to Non-Profit Personnel Using State Funds

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for renumeration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for renumeration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the renumeration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S., and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
  - "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
  - "Renumeration" means all compensation earned by or awarded to personnel, whether paid of accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
  - "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

The attached form will be used to document the compensation to non-profits using state funds.
This memorandum does not supersede the requirements outlined in Chief Financial Officer Memorandum No. 1.
If you have any questions, please call the Bureau of Auditing at (850) 413-5512.

FLORIDA ACCOUNTABILITY CONTRACT TRACKING SYSTEM (FACTS) REQUIREMENTS

Section (s.) 215.985, Florida Statues (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the state entity shall post any documents submitted pursuant to s. 216.1366 F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

1. Are you a nonprofit organization as described in the in s. 215.97 (2)(m)?
   - ☐ No
   - ☑ Yes

If yes, move on to question 2. If no, this form is not applicable to you.

2. Are any of the Officers, as described above, or any member of the Board of Director paid with state funds under this contract?
   - ☑ No
   - ☐ Yes

If yes, please complete the DOEA Total Compensation Paid to Non-Profit Personnel Using State Funds attachment for each Individual this applies to.

If no, Please fill in the identifying information and certification statement on the attachment below.

Name: Stanley McNeese
Title: CFO
Date: 6/21/25

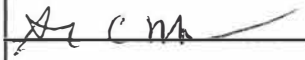
ATTACHMENT XIX

DOEA Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	Stanley McNeese
Title:	CFO
Agency Agreement/Contract #	KC023.3
Total Contract Amount	1,843,894.00
Contract Term:	07/01/2025 - 06/30/2026

Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	Stanley McNeese
Signature:	
Title:	CFO
Date:	6/21/2025

ATTACHMENT XIX

DOEA Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	Karlene Peyton
Title:	Vice President of Operations
Agency Agreement/Contract #	KC023.3
Total Contract Amount	1,843,894.00
Contract Term:	07/01/2025 - 06/30/2026

Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	Stanley McNeese
Signature:	
Title:	CFO
Date:	6/21/2025

ATTACHMENT XIX

DOEA Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	Max B Rothmam
Title:	Chief Executive Officer
Agency Agreement/Contract #	KC023.3
Total Contract Amount	1,843,894.00
Contract Term:	07/01/2025 - 06/30/2026

Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	Stanley McNeese
Signature:	
Title:	CFO
Date:	6/21/2025