

(June 2025 – May 2026)

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**FLORIDA DEPARTMENT OF ELDER AFFAIRS
STANDARD CONTRACT**

THIS CONTRACT is entered into between the Florida Department of Elder Affairs (Department or DOE A) and Alliance for Aging, Inc. (Contractor), collectively referred to as the “Parties.”

WITNESSETH THAT:

WHEREAS, the Department has determined that it is in need of certain services as described herein; and

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

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

1. Purpose of Contract:

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

2. Incorporation of Documents within the Contract:

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department handbooks, manuals and/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.

3. Term of Contract:

This contract shall begin at twelve (12:00) A.M., Eastern Standard Time **June 1, 2025** (effective date) and shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **May 31, 2026**.

4. Contract Amount:

The Department agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$81,983.38**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals:

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

6. Compliance with Federal Law:

6.1 If this contract contains federal funds this section shall apply.

6.1.1 The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200, and other applicable regulations.

6.1.2 If this contract contains federal funds and is over \$100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) § 7401, et seq.), Section 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 Contractor shall report any violations of the above to the Department.

6.1.3 Neither the Contractor nor any agent acting on behalf of the Contractor may use any federal funds received in connection with this contract to influence legislation or appropriations pending before Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the Certification and Assurances Attachment, which must be completed and returned to the Contract Manager prior to the execution of this contract.

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6.1.4 In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with Department of Labor regulations 41 CFR Part 60 and in Department of Health and Human Services regulations 45 CFR Part 92, if applicable.

6.1.5 A contract award with an amount expected to equal or exceed \$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 Office of Management and Budget (OMB) guidelines at 2 CFR Part 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 Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Contractor shall complete and sign the Certifications and Assurances Attachment prior to the execution of this contract.

6.2 The Contractor shall not employ an unauthorized alien. The Department will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. § 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. § 1101). Such violation will be cause for unilateral cancellation of this contract by the Department.

6.3 If the Contractor 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 Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Department in writing within thirty (30) days of receiving the IRS notice of revocation.

6.4 The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

6.5 Unless exempt under 2 CFR § 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.

6.6 To comply with Presidential Executive Order 12989, as amended, and State of Florida Executive Order Number 11-116, and section 448.095(5) F.S., Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Contractor during the contract term. Contractor shall include in related subcontracts a requirement that Subcontractors 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 during the contract term. Contractors shall require any subcontractors to provide an affidavit stating it does not employ any unauthorized aliens and has no subcontractors that employ unauthorized aliens. Contractors shall retain any affidavits from subcontractors through the term of this contract.

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 Florida law, including Florida provisions for conflict of laws.

7.2 If this contract contains state financial assistance funds, the Contractor shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with applicable laws, rules, and regulations including, but not limited to, the Department of Financial Services Reference Guide for State Expenditures.

7.3 The Contractor shall comply with the requirements of Section 287.058, F.S., as amended.

7.3.1 The Contractor shall perform all tasks contained in Attachment I.

7.3.2 The Contractor shall provide units of deliverables, including reports, findings, and drafts, as specified in Attachment I, to be received and accepted by the DOEA Contract Manager prior to payment.

7.3.3 The Contractor 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.

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

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

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- 7.4 If clients are to be transported under this contract, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, Florida Administrative Code (F.A.C).
- 7.5 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.
- 7.6 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 7.7 The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel.
- 7.8 The nongovernmental entity Contractor shall comply with the requirements of section 787.06(13), Florida Statutes, and provide the Department the required affidavit, or complete and return the applicable portions of Form PUR 2024 as described in ATTACHMENT III, whenever this Contract is executed, renewed, or extended

8. Background Screening:

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as they may be amended, are met regarding background screening for all employees, volunteers, and persons seeking employment who are “direct service providers” as that term is defined in Section 430.0402(1)(b) and who are not exempted from Level 2 background screening by Section 430.0402(2). The Contractor and its direct service providers, must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. Contractor shall submit the Background Screening Attestation of Compliance-Employer (Screening Form) to the Department within thirty (30) days of execution of this contract and annually, through the term of this contract pursuant to section 435.05(3) F.S. The Contractor shall also maintain copies of the new screening forms for its direct service providers as required herein. The Contractor hereby agrees to correct all background screening deficiencies identified by the Department’s Contract Manager within thirty (30) days upon notification.

8.1 Further information concerning the procedures for background screening may be found at <https://elderaffairs.org/about-us/background-screening>

8.2 The Contractor shall submit for each employee having access to the Clearinghouse program or the background screening information obtained from the program, an executed Attestation of Compliance – Background Screening Program User form to the Department within sixty (60) days of execution of this contract for each background screening program user and annually thereafter, within forty-five (45) days of the contract anniversary date.

9. Grievance Procedures:

The Contractor shall develop, implement, and ensure that its Subcontractors have established grievance procedures to process and resolve client dissatisfaction with, or denial of, service(s) and to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, will provide for notice of the grievance procedure and an opportunity for review of the Subcontractor’s determination(s).

10. Public Records and Retention:

The Department may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.071, F.S.

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

**Public Records Coordinator
Florida Department of Elder Affairs**

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**4040 Esplanade Way, Suite 315
Tallahassee, Florida 32399
850-414-2151
doeapublicrecords@elderaffairs.org**

- 10.1** By execution of this contract, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:
- 10.1.1** Keep and maintain public records required by the Department to perform the contracted services.
 - 10.1.2** Upon request from the Department's custodian of public records, provide the Department a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Department.
 - 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 for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Department.
 - 10.1.4** Upon completion of the contract, the Contractor will either transfer, at no cost to the Department, all public records in possession of the Contractor to the Department or will keep and maintain public records required by the Department. If the Contractor transfers all public records to the Department upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.
- 10.2** Upon termination of this contract, whether for convenience or for cause as detailed in section 53 of this contract, the Contractor and Subcontractors shall, at no cost to the Department, transfer all public records in their possession to the Department 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 Department in a format that is compatible with the information technology systems of the Department.

11. Audits, Inspections, Investigations:

- 11.1** The Contractor 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 Department under this contract. Contractor shall adequately safeguard all such assets and ensure that they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.
- 11.2** The Contractor shall retain and maintain 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 Department.
- 11.3** Upon demand, at no additional cost to the Department, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 11.4** The Contractor shall ensure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Department.
- 11.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Department and federal auditors, pursuant to 45 CFR Part 75, shall be allowed full access to and the right to examine any of the Contractor's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.

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- 11.6** The Contractor shall provide a Financial and Compliance Audit to the Department as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.
- 11.7** Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. Contractor further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this contract the Contractor understands and will comply with this subsection.
- 11.8** In accordance with Executive Order 20-44 which requires executive agencies to submit a list of entities named in statute with which a state agency must form a sole-source, public-private agreement or an entity that, through contract or other agreement with the state, annually receives 50% or more of their budget from the State or from a combination of State and Federal funds. Any Contractor that meets one or both of the criteria listed must submit an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams within thirty (30) days of execution of this contract.
 - 11.8.1** The report must include total compensation including salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.
 - 11.8.2** The Contractor shall inform the agency of any changes in total executive compensation between the annual reports as those changes occur.
 - 11.8.3** All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the contracted entity.

12. Nondiscrimination-Civil Rights Compliance:

- 12.1** The Contractor shall execute Assurances as stated in the Assurances-Non-Construction Programs Attachment that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status, or sex in compliance with state and federal law and regulations. The Contractor further assures that all Contractors, Subcontractors, Sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status, or sex.
- 12.2** During the term of this contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, attached to this contract.
- 12.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures shall include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 12.4** If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the any statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Department 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 the contract and denial of further assistance.

13. Monitoring by the Department:

The Contractor shall permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this contract, and to interview any clients, employees, and Subcontractor employees of the Contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will provide a written report of its findings to the Contractor and, where appropriate, the Contractor shall develop a Corrective Action Plan

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(CAP). The Contractor hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Department's Contract Manager.

14. Provision of Services:

The Contractor shall provide services in the manner described in Attachment I.

15. Coordinated Monitoring with Other Agencies:

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

16. Other Contract(s) Reporting:

Pursuant to Section 287.0575, F.S., as amended, the Contractor shall complete the Contractor's State Contracts List attached to this contract. The Contractor shall notify the Department within ten (10) days of entering into a new contract with any of the four (4) state human service agencies, to include DCF, DOH, APD or DVA . The notification shall include the following information: (1) contracting state agency and the applicable office or program issuing the contract; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) Contract Manager name and contact information.

17. Indemnification:

The Contractor shall be fully liable for, and fully indemnify, defend, and hold harmless the State of Florida, the Department and its officers, agents and employees from and against any and all suits, claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from any acts, actions, breaches neglect or omissions, including personal injury and/or damage to property, related to execution of this contract, any subcontracts or the performance of services caused in whole or part by the Contractor. It is understood and agreed that the Contractor is not required to indemnify the Department for claims, demands, actions, or causes of action arising solely out of the negligence of the Department.

17.1 Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 17 is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

18. Insurance and Bonding:

18.1 The Contractor shall provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by Section 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance coverage necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract. The Contractor shall ensure that the Department 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 reserves the right to require additional insurance as specified in this contract.

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

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19. Confidentiality of Information:

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

20. Health Insurance Portability and Accountability Act:

Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

21. Incident Reporting:

21.1 The Contractor shall notify the Department immediately, but no later than forty-eight (48) hours from the Contractor's awareness or discovery of conditions that may materially affect the Contractor's or Subcontractor's ability to perform the services required to be performed under this contract. Such notice shall be made to the Department's Contract Manager in the most efficient manner with an email or other writing to immediately follow.

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

22. Bankruptcy Notification:

During the term of this contract, the Contractor shall immediately notify the Department if the Contractor, its assignees, Subcontractors, or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Department: (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.

23. Sponsorship and Publicity:

23.1 As required by Section 286.25, F.S., if the Contractor 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 (Contractor's name) and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

23.2 The Contractor shall not use the words "State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific written authorization has been obtained by the Department prior to such use.

24. Assignments:

24.1 The Contractor shall not assign the rights and responsibilities under this contract without the prior written approval of the Department. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Department shall constitute a material breach of the contract. In the event the State of Florida approves assignment of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with this contract.

24.2 The State of Florida is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida upon giving prior written notice to the Contractor.

24.3 This contract shall remain binding upon the successors in interest of the Contractor and the Department.

25. Subcontracts:

25.1 The Contractor is responsible for any and all work performed and for any and all commodities produced pursuant to this contract, whether actually furnished by the Contractor or its Subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Department deems necessary.

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The Contractor further agrees that the Department will not be liable to the Subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Department against any such claims.

- 25.2** The Contractor shall promptly pay any Subcontractors upon receipt of payment from the Department or other state agency. Failure to make payments to any Subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and Subcontractor, will result in a penalty as provided by statute.

26. Independent Capacity of Contractor:

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

27. Payment:

Payments shall be made to the Contractor for all completed and approved deliverables (units of service) as defined in Attachment I. The DOEA Contract Manager will have final approval of the Contractor's invoice submitted for payment and will approve the invoice for payment only if the Contractor has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Department's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S. A Vendor Ombudsman has been established within the Florida Department of Financial Services and may be contacted at 800-342-2762.

28. Return of Funds:

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

29. Data Security, Recovery, and Damages for Non-Performance:

- 29.1** Data Security. The Contractor and all Contractor Representatives shall comply with Rule Chapter 60GG-2, Florida Administrative Code (F.A.C.), which contains information technology (IT) procedures; and requires adherence to the Department's security policies in performance of this Contract. The Contractor shall provide immediate notice to the Department's information Security Manager (ISM), within the Office of Information Technology, 1) in the event it becomes aware of any security breach or any unauthorized transmission or loss of any or all of the data collected, created for, or provided by the Department (State Data); and 2) of any allegation or suspected violation of Rule Chapter 60GG-2, F.A.C. Except as required by law or legal process, and, with respect to the Department's information, after notice to the Department, the Contractor shall not divulge to third parties any Confidential Information obtained by the Contractor in the course of performing Contract work according to applicable rules, including, but not limited to, Rule Chapter 60GG-2, F.A.C. "Confidential Information" means information in the possession or under the control of the state of Florida (State) or the Contractor that is exempt from public disclosure pursuant to chapter 119, F.S., or to any other applicable provision of State or federal law that serves to exempt information from public disclosure. This includes, but is not limited to, the security procedures, business operations information, or commercial proprietary information. The Contractor will not be required to keep confidential any information that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's Confidential Information, or information that is otherwise obtainable under State law as a public record. If State Data will reside in the Contractor's system, the Contractor will conduct at the Contractor's expense, an annual network penetration test or security audit of the

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Contractor's system(s) on which State Data resides and will share the results with the State upon request to.

- 29.2 Data Protection.** No State Data will be transmitted, processed, or stored outside of the United States of America regardless of method, except as required by law. Access to the Department's State Data will only be available to staff approved and authorized by the Department that have a legitimate business need. Access to State Data does not include remote support sessions for devices that might contain the State Data; however, during the remote support session the Contractor must escort the remote support access and maintain visibility of the support personnel's actions. Requests for remote access to the Department's systems will be submitted to the Department's Help Desk. Remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools. When remote access is no longer needed, the Department must be promptly notified, and access will be promptly removed.
- 29.3 Breach and Negligence.** The Contractor agrees to protect, indemnify, defend, and hold harmless the Department from and against any and all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to the Contractor's breach of this Section or the negligent acts or omissions of the Contractor related to this section.
- 29.4 Ownership of State Data.** The Department's State Data will be made available to the Department upon its request, in the form and format reasonably requested by the Department. Title to all of the Department's State Data will remain property of the Department and/or become property of the Department upon receipt and acceptance. Notwithstanding the foregoing, for purposes of this Section, any fields used for authentication for services shall be excluded from the definition of State Data for security purposes. The Contractor shall not possess or assert any lien or other right against or to any State Data in any circumstances.

30. Social Media and Personal Cell Phone use:

- 30.1** 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, Contractor agrees to the following social media and personal cell phone use requirements.
- 30.2 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 or their successors; 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.
- 30.3 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 Contractor's, Subcontractor's, or their employees' social media accounts or through personal cellular communication.
- 30.4 Application to DOEA and Contractors Equipment.** This contract applies regardless of whether the social media is accessed using DOEA's IT facilities and equipment or equipment belonging to Contractor, Subcontractor, or their respective employees. Equipment includes, but is not limited to, personal computers, cellular phones, personal digital assistants, smart watches, or smart tablets.
- 30.5 Florida Government in the Sunshine, Florida Public Records Law, and HIPAA.** Contractor 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.
- 30.6 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 contractor's records.
- 30.7 Assist DOEA with Communications.** Contractors may be asked periodically to assist in distributing certain DOEA communications through their social media outlets. Any such requests should be posted in adherence to the social media requirements herein and the other provisions of this contract.

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31. Conflict of Interest:

The Contractor shall establish safeguards to prohibit employees, board members, management, and Subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer, or agent of the Contractor or Subcontractor shall participate in the selection or in the award of a contract supported by state or federal funds if a conflict of interest, real or apparent, might 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 individuals, has a financial or other interest in the firm being selected for award. The Contractor's or Subcontractor's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to Subcontracts. The Contractor's board members and management must disclose to the Department any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or, if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The Contractor's employees and Subcontractors must make the same disclosures described above to the Contractor's board of directors. Compliance with this provision will be monitored.

32. Public Entity Crime:

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty six (36) months following the date of being placed on the Convicted Vendor List.

33. Purchasing:

33.1 The Contractor shall procure products and/or services required to perform this contract in accordance with section 413.036, F.S. **and the state contract with the Central Non-Profit Agency for the Blind or Other Severely Handicapped (RESPECT):**

33.1.1 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.

33.1.2 Pursuant to sections 413.036(1) and (4), F.S., the Contractor 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 Contractor is required by law to procure the product or service from any agency of the state, or (c) the Contractor determines that the performance specifications, price, or quality of the product or service is not comparable to the Contractor's requirements.

33.1.3 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 Department in accordance with its rules.

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

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33.2 The Contractor 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.

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

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

33.3.2 The Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) is under contract with the Department of Management Services (DMS). Additional information about PRIDE and the commodities or contractual services it offers is available at <https://pride-enterprises.org/>.

33.4 The Contractor 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.

34. Patents, Copyrights, Royalties:

If this contract is awarded state funding and if any discovery, invention, or copyrightable material is developed or produced in the course of or as a result of work or services performed under this contract or in any way connected with this contract, or if ownership of any discovery, invention, or copyrightable material was purchased in the course of or as a result of work or services performed under this contract, the Contractor shall refer the discovery, invention, or copyrightable material to the Department to be referred to the Department of State. 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 Section 287.0571(5)(k), F.S., the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract.

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

34.2 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR § 200.315 or 45 CFR § 75.322, as applicable.

34.3 Notwithstanding the foregoing provisions, if the Contractor or one of its Subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, Subcontractors, or Assignees of any resulting patented, copyrighted, or trademarked work products.

35. Emergency Preparedness and Continuity of Operations:

35.1 If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety, or welfare, the Contractor shall, within thirty (30) calendar days of the execution of this contract, submit to the DOEA Contract Manager, verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Department of emergency provisions immediately, or as soon as practicable.

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

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36. Equipment:

- 36.1** Equipment means: (a) tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$10,000.00 [for federal funds - 2 CFR § 200.33 and 45 CFR § 75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$10,000.00 or more per unit, and expected useful life of at least one (1) year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].
- 36.2** Contractors and Subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Department upon request. The Contractor shall promptly investigate, fully document, and notify the DOE Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the DOE Contract Manager.
- 36.3** The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, at a minimum, meet the following requirements and shall include accurately maintained equipment records with the following information:
- 36.3.1** Property records must be maintained that include a description of the equipment;
 - 36.3.2** Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
 - 36.3.3** Source of funding for the equipment, including the federal award identification number;
 - 36.3.4** Whether title vests in the Contractor or the federal government;
 - 36.3.5** Acquisition date (or date received, if the equipment was furnished by the federal government);
 - 36.3.6** Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
 - 36.3.7** Location, use and condition of the equipment and the date the information was reported;
 - 36.3.8** Unit acquisition cost; and
 - 36.3.9** Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.
 - 36.3.10** A physical inventory must be taken, and the results reconciled with the property records at least once every two (2) years.
 - 36.3.11** A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated. 45 CFR § 75.320(d)(3).
 - 36.3.12** Adequate maintenance procedures must be developed to keep the property in good condition.
 - 36.3.13** If the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.
- 36.4** Equipment purchased with federal funds with an acquisition cost of \$10,000.00 or less, and equipment purchased with state funds with an acquisition cost less than \$10,000.00 is part of the cost of carrying out the activities and functions of the grant awards and title (ownership) will vest in the Contractor [for federal funds see 2 CFR § 200.313(a) and 45 CFR § 75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract or identified in the sub-agreements with Subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F.S., rule 60A-1.017, F. A. C., and 2 CFR Part 200 and/or 45 CFR Part 75.

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- 36.5** The Contractor shall not dispose of any equipment or materials provided by the Department or purchased with funds provided through this contract without first obtaining the approval of the DOE Contract Manager. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Department's Contract Manager. The request should include a brief description of the property, purchase price, funding source, and percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition of the property (i.e., transfer or donation to another agency that administers federal programs, offer of the items for sale, destroy the items, etc.).
- 36.6** The DOE Contract Manager will issue disposition instructions. If disposition instructions are not received within one hundred twenty (120) days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR § 200.313 or 45 CFR § 75.320, as applicable.
- 36.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of the Department. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code (U.S.C.). Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F.S.
- 36.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 36.9** The Contractor must adhere to the Department's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel, and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the Department upon request. The Contractor has the responsibility to require any Subcontractors to comply with the Department's ITR procedures.

37. PUR 1000 Form:

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

<http://dms.myflorida.com/purchasing>

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

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

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

39. Dispute Resolution:

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

40. Financial Consequences:

If the Contractor fails to meet the minimum level of service or performance identified in this contract, the Department shall impose financial consequences as stated in Attachment I.

41. No Waiver of Sovereign Immunity:

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

42. Venue:

If any dispute arises out of this contract, the venue of such legal recourse shall be Leon County, Florida.

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43. 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 Department or the Contractor unless expressly contained herein or by a written amendment to this contract signed by both Parties.

44. 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.

45. 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.

46. Condition Precedent to Contract Appropriations:

The Parties agree that the Department's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature and the award of federal funds to the State for this contract.

47. Addition/Deletion:

The Parties agree that the Department 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.

48. Waiver:

The delay or failure by the Department to exercise or enforce any of its rights under this contract will not constitute or be deemed a waiver of the Department'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.

49. Compliance:

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

50. Final Invoice:

The Contractor shall submit the final invoice for payment to the Department no later than thirty (30) days after the contract ending date unless otherwise specified in Attachment I. If the Contractor fails to do so, all right to payment is forfeited and the Department shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract shall be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Department.

51. Renegotiations of Modifications:

Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

52. Suspension of Work:

The Department may, in its sole discretion, suspend any or all activities under the contract or purchase order, at any time, when in the interest of the State to do so. The Department shall provide the Contractor 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 Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

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53. Termination:

53.1 Termination for Convenience. The Department, by written notice to the Contractor, may terminate this contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

53.2 Termination for Cause. The Department may terminate this contract if the Contractor fails to: (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. The Contractor shall continue work on any work not terminated. Except for defaults of Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the contract.

54. Electronic Records and Signature:

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

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

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

55. Contract Manager:

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

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

a.	The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Alliance for Aging, Inc. 760 NW 107th Avenue, Suite 214 Miami, FL 33172
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Stanley McNeese, Fiscal Officer 760 NW 107th Avenue, Suite 214 Miami, FL 33172
c.	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	Max Rothman, Executive Director, 760 NW 107th Avenue, Suite 214 Miami, FL 33172 305-670-6500
d.	The section and location within the Department where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Florida Department of Elder Affairs Division of Financial Administration 4040 Esplanade Way, Suite 215 Tallahassee, Florida 32399-7000
e.	The name, address, and telephone number of the Contract Manager for this contract is:	Melanie Ginn, FCCM 4040 Esplanade Way, Suite 360R Tallahassee, Florida 32399-7000 850-414-2374
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party.		

57. All Terms and Conditions Included:

This contract and its Attachments I – XI, including 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.

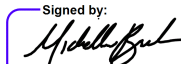
By signing this contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS WHEREOF, the Parties hereto have caused this sixty-six (66) page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
ALLIANCE FOR AGING, INC.

STATE OF FLORIDA,
DEPARTMENT OF ELDER AFFAIRS

DocuSigned by:
SIGNED BY: 
NAME: Max Rothman
TITLE: Pres. & CEO
DATE: 5/30/2025

Signed by:
SIGNED BY: 
NAME: MICHELLE BRANHAM
TITLE: SECRETARY
DATE: 6/1/2025

Federal Tax ID: 65-0101947 001

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: 
NAME: Erik Saylor
TITLE: General Counsel
DATE: 5/30/2025

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ATTACHMENT I STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. Definitions of Terms

1. Contract Acronyms

AAA – Area Agency on Aging
 ACL – Administration for Community Living
 ADRC – Aging and Disability Resource Center
 AoA – Administration on Aging
 ARC – Aging Resource Center
 BCF – Beneficiary Contact Form
 CAP – Corrective Action Plan
 CHIP – Children’s Health Insurance Assistance Program
 CMS – Centers for Medicare & Medicaid Services
 DCF – Department of Children and Families
 DFS – Department of Financial Services
 DMEPOS – Durable Medical Equipment, Prosthetics, Orthotics, and Suppliers
 Department or DOEA –Florida Department of Elder Affairs
 GOF – Group Outreach Form
 HHS – U.S. Department of Health and Human Services
 HIPAA – Health Insurance Portability and Accountability Act
 I & R – Information and Referral
 LIS – Low-Income Subsidy
 MFCU – Medicaid Fraud Control Unit
 MOF – Media Outreach Form
 MSP – Medicare Savings Program
 OAA – Older Americans Act
 OEP – Open Enrollment Period
 OIG – Office of the Inspector General
 Part D – Medicare Prescription Drug Plan
 PSA – Planning and Service Area
 Resource Center – SMP National Resource Center
 SHINE – Serving Health Insurance Needs of Elders
 SHIP – State Health Insurance Assistance Program
 SIRS – SMP Information and Reporting System
 SMP – Senior Medicare Patrol
 SSA – Social Security Administration
 STARS – SHIP Tracking and Reporting System

2. Program-Specific Terms

Client Agreement and Authorization Forms: The current SHINE/SMP Programs’ standard information release and liability shield that is to be completed with all clients receiving direct one-on-one counseling assistance. They are to be filed (paper or electronic), and stored by the Contractor per HIPAA regulations.

Beneficiary Contact Form: The SHINE/SMP Program’s standard client counseling data reporting form. This form can be a hybrid of the ACL Beneficiary Contact Form, Client Agreement and Authorization Forms, and any other counseling intake worksheets. These forms, including any other notes related to direct client counseling, should be destroyed after entry into STARS or SIRS. If stored for future reference, they are to be filed and stored by the Contractor with the following HIPAA laws, rules, and regulations.

Client Counseling: Direct client assistance providing one-on-one counseling services with Medicare beneficiaries or their representatives.

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Counseling Site: Promoted on the SHINE Program website (floridashine.org), this site is operated as advertised, to effectively serve Medicare beneficiaries in the local community.

Department Staff: DOEA employees and support staff, in particular SHINE/SMP Program staff.

Elder Helpline: The Department's information and referral service. Typically, a first point of entry for client contacts for the Contractor's local SHINE/SMP Program. The local program's Elder Helpline is staffed by trained I&R Specialists.

Medicare Group Satisfaction Survey: This effort is part of ACL's commitment to ensure the SHIP and SMP networks are able to provide the best possible service to beneficiaries and their communities.

Part D: Prescription drug coverage offered by an insurance company or other private company approved by Medicare.

Publicity: All Department-approved educational, information-based, outreach activities designed to increase awareness and support of the SHINE/SMP Program.

SHINE/SMP Liaison: Provides management, leadership, and guidance for the local SHINE/SMP Volunteer Corps and the development of the SHINE/SMP Program within the PSA. The SHINE/SMP Liaison is a paid employee of the ADRC.

SHINE/SMP Administrative Staff: AAA staff that work as SHINE/SMP support staff. Responsibilities include, but are not limited to, data entry, outreach, and other program tasks as assigned.

SMP Contract Manager: Responsible for SMP Program leadership and development in partnership with the ADRC SHINE/SMP Liaison and SHINE Program staff.

SHINE/SMP Volunteer Corps: The group of all active SHINE/SMP Volunteers statewide.

SHIP: State Health Insurance Assistance Program

SMP: Senior Medicare Patrol (SMP) empowers and assists Medicare beneficiaries, their families, and caregivers to prevent, detect, and report health care fraud, errors, and abuse through outreach, counseling, and education.

STARS: SHIP Tracking and Reporting System. STARS is a nationwide, web-based data system that facilitates the reporting of SHIP and Medicare Improvements for Patients and Providers Act (MIPPA) grantee activities to the federal government.

SIRS: SMP Information and Reporting System. SIRS is a nationwide, web-based data system that facilitates the reporting of SMP grantee activities to the federal government.

Volunteer Area Coordinator: An active volunteer who, under the supervision of the SHINE/SMP Liaison, supervises and provides support to Volunteer Local Coordinators and Active SHINE/SMP Volunteer Counselors.

Active SHINE/SMP Volunteer Counselor: A counselor who, under the supervision of the SHINE/SMP Liaison, performs a variety of programmatic duties including, but not limited to, establishing counseling sites, counseling clients, attending health fairs, promoting awareness, and educating elder Floridians about SMP services. The counselor serves as the active, direct service community-based representative of the SHINE/SMP Program to Medicare beneficiaries and others in Florida. The counselor works within a local PSA to empower Floridians to prevent, detect, and report health care fraud, errors, and abuse. Volunteer Counselors must provide one-on-one beneficiary counseling and must record those contacts into the STARS & SIRS Database.

Volunteer Local Coordinator: An active volunteer who assists the Volunteer Area Coordinator provides guidance and direction to SHINE/SMP Volunteer Counselors.

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Volunteer Mentor: A current, active Volunteer Counselor who has sufficient experience with the program or in specific subject areas necessary to provide detailed resources and counseling advice to new SHINE/SMP Volunteers.

Resource Center: Created in September 2003 with funding from ACL and AoA, the Resource Center serves ACL's fifty-three (53) SMP programs located throughout the country. The Resource Center also promotes national visibility for the SMP program and helps the public locate their state SMP project.

SHINE Training Guide: A comprehensive technical assistance document that outlines all mandatory training requirements and other suggested practices to ensure successful onboarding and retention of SHINE/SMP volunteers.

Department's Mandatory Orientation and Training Requirements: SHINE/SMP Volunteer Application, Department Program Orientation, local ADRC Orientation, Basic Training Modules and Final Exam, SMP Training Modules, Mentoring, and SIRS/STARS Training.

Volunteer Specialized Training: The Department's specialty Volunteer Counselor training modules for topic-specific counseling focus and certification.

Volunteer Certified Presenter: Department-certified presenters (staff or volunteers) of Department-approved outreach presentations and materials. Volunteer certified presenters must have completed the Presentations Skills Training class adopted as of September 2014 by the SHINE Program. Volunteer Certified presenters who have completed the in-person Presentation Skills class prior to February 2021 may conduct in-person or virtual presentations. DOEA reserves the right to reevaluate certified presenters at any time.

Virtually Certified Volunteer Presenter: Department-certified virtual presenters (staff or volunteers) of Department-approved virtual outreach presentations and materials. Virtually certified volunteer presenters must have completed the virtual Presentations Skills Training class adopted as of February 2021 by the SHINE Program. Virtually certified volunteer presenters are permitted to conduct virtual outreach presentations only. If a virtually certified volunteer presenter would like to conduct in-person presentations, they will need to complete and pass the next available in-person Presentation Skills Training. DOEA reserves the right to reevaluate certified presenters at any time.

Volunteer Trainers: Department-certified instructors of SHINE Training, to include Orientation, Basic Training, STARS/SIRS Training, and Volunteer Specialized Training, as authorized by appropriate DOEA SHINE staff. DOEA reserves the right to reevaluate certified trainers at any time.

Volunteer Virtual Certified Trainers: Department-certified instructors of any virtually hosted SHINE Training, to include Orientation, Basic Training, STARS/SIRS Training, and Volunteer Specialized Training, as authorized by appropriate DOEA SHINE staff. Virtually certified trainers are permitted to conduct virtual training sessions only. The DOEA Training Unit will evaluate a virtually certified trainer during the next available opportunity to conduct an in-person Specialty or BTM-09 training. If the evaluation is successful, the virtual trainer will be certified to conduct in-person training. DOEA reserves the right to reevaluate certified trainers at any time.

B. General Description

1. **General Statement** – The purpose of this contract between the Department and the Contractor is to provide programmatic support for the SHINE/SMP Program in the designated PSA. SMP is funded by a grant award from HHS and ACL. Through the SHINE/SMP Program, trained volunteers provide local outreach, education, and assistance to Medicare beneficiaries to protect them from the economic and health-related consequences associated with Medicare fraud, errors, and abuse. SMP is a trusted and expert source of information about Medicare fraud, errors, and abuse. Part of the SMP mission is to report health care fraud, errors, and abuse. When errors are suspected, SMPs guide beneficiaries in the process of correcting them; when fraud or abuse is suspected, SMPs refer complaints to the proper authority. However, SMPs do not investigate suspected fraud and abuse- that is the role of CMS, the OIG, and law enforcement.

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2. **Authority** – The relevant federal and state authority governing the SMP program includes 42 United States Code (U.S.C.) § 1395b-4., Chapter 110, Part IV, Florida Statutes (F.S.), Section 430.07, F.S., and Catalog of Federal Domestic Assistance (CFDA) 93.048 ACL-CIP.
3. **Scope of Service** – The Contractor shall perform the services identified below in Section II. Manner of Service Provision within the designated PSA with no more than the contract amount specified, or as amended, for the period beginning June 1, 2025 and ending May 31, 2026.
4. **Major Program Goals** – The Contractor is responsible for the implementation of the primary program objectives as determined by the ACL and detailed in the Senior Medicare Patrol Projects Grant Application Announcement and Award.

C. Clients to be Served

1. **General Description** – The Contractor shall provide direct service to individual Medicare beneficiaries, their caregivers, their families, and those who may be eligible for Medicare benefits. The Contractor shall also serve, support, and manage a SHINE/SMP Volunteer Corps within the Contractor’s designated PSA.
2. **Individual Eligibility Screening** – All persons contacting the SHINE/SMP Program for Medicare are eligible to receive free and unbiased SMP counseling, one-on-one assistance, as well as a timely response to any request for program information, materials, and outreach presentations.
3. **Contract Limits** – All eligible individuals within the PSA shall be served during the contract term period beginning June 1, 2025 and ending May 31, 2026. The Department reserves the right to re-negotiate Fixed Fee, Unit Rate, and Cost Reimbursement amounts, minimum service performance measures, and total contractual funding. In no case will the Contractor be required to incur costs in excess of the contract amount in providing services to the clients.
4. **Clients Served** – This contract provides for direct services to clients. Special needs populations to be served include diverse or hard-to-reach populations of Medicare beneficiaries identified by the HHS for targeted outreach and services.

II. MANNER OF SERVICE PROVISION

- A. **Service Tasks, Deliverables, and Performance Measures** – The Contractor must complete the services found in this Section II.A., Attachment X, and as stated in the Schedule of Deliverables and Payments Table found in Section III.F.1. The Contractor must submit all required documentation in the time and manner specified in order for the minimum performance levels to be met. Each deliverable must be met and accepted in writing by the DOEA Contract Manager before the Contractor submits an invoice requesting payment.
1. **Task List**—Specific deliverables, source documentation, and performance measures are found on the task list that begins on the following page.

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TASK LIST		
Service Tasks/Deliverables	Source Documentation, Performance Measures, and Supporting Documentation	Source Documentation
a. Monthly SMP Program Activity Report (Attachment X)	The service tasks and deliverables outlined in the following sections are mandatory reporting elements required to document the Contractor's level of performance and completion of contract requirements and will be used as acceptance criteria for the Monthly SMP Program Activity Report. Every month, the Contractor must provide a written Attestation for each deliverable and benchmark monthly as a component of the Monthly SMP Program Activity Report (Attachment X). The following sections state additional documentation (if any) that must accompany the Monthly SMP Program Activity Report and must be submitted, with the report and invoice to be reviewed and deemed complete. Complete deliverables and benchmarks are not considered to be "acceptable" and are subject to review and approval by the DOE Contract Manager. Submission alone does not imply "acceptance." Monthly SMP Program Activity Report submissions must accurately represent activities that occurred during the reporting period. The Monthly SMP Program Activity Report template must be completed in its entirety to ensure all mandated reporting elements are addressed monthly. Not all activities will be completed in each reporting month, but written attestation certifying this must still be obtained monthly. Data on the Monthly SMP Program Activity Report must meet the performance measures stated in Section II.A. The template addresses all sections in this table. 60% of each listed benchmark on the Monthly SMP Program Activity Report must be accomplished in the reporting month.	Monthly SMP Program Activity Report
b. SIRS (SMP Information and Reporting System) Reporting	The Contractor is responsible for inputting data in the SIRS Database as required by Federal Grant guidance. If data is entered into STARS and submitted to SIRS (SMP), then the SIRS data must be reviewed to ensure accuracy, that case notes reflect SMP interaction or outreach, and that documentation is uploaded, if appropriate. All data must be reported into the SIRS Database monthly. This includes data from the Beneficiary Contact Form and the Group and Media Outreach Forms (forms that the Contractor uses to track client contacts and public and media activity events. Both forms may be found on the SIRS Database). For purposes of monthly fixed fee payments and invoices, all monthly data must be submitted into SIRS before the last day of the reporting month. For overall program performance, ACL mandates that all monthly data shall be submitted by the end of the month following the close of the reporting month. For example, all June data must be entered into STARS and/or SIRS no later than July 31. The Contractor must complete an Attestation certifying completion of this deliverable monthly. Attestation is a component of the Monthly SMP Program Activity Report. Current SMP Performance Measures are as follows: 1. Volunteer/Staff Time and Effort – Includes the number of active volunteers and staff, as well as the number of volunteer work and training hours as it relates to Medicare fraud, waste, and abuse.	Contractor Attestation (b) Monthly SMP Program Activity Report (b. 1-4)

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	2. Outreach and Education – Includes the number of group presentations, community events, one-on-one counseling sessions, and simple inquiries, as well as the number of people served through these activities as it pertains to educating the public about Medicare fraud, waste, and abuse. 3. Cost Avoidance, Savings to Beneficiaries, and Other Savings – Health care expenditures for which the government, a beneficiary, or other entity was relieved of responsibility for payment. Money recouped to an individual as a result of the SMP project. Money recouped to an entity other than Medicare, Medicaid, or a beneficiary as a result of the SMP program. 4. Individual Interactions/Complex Interactions – Total number of individual interactions between SMP team members and beneficiaries, family members, caregivers, or others to discuss or gather information about potential healthcare fraud, errors, and abuse. 5. Investigative Referrals – Complex Interaction Referrals to CMS, MFCU, OIG, or local law enforcement. Verify that referrals have been submitted to CMS, MFCU, OIG, and/or local law enforcement, if warranted. Close referrals when complete or enter the Last Date of Update if the referral is actively being monitored. The Contractor is responsible for delivering all services following current Department HIPAA policies and procedures as applicable to the service tasks referenced in this contract. Contractor must ensure compliance with all applicable federal and state regulations and laws governing security and confidentiality, including, but not limited to, adherence to HIPAA. Policies and procedures may be found at the following location: https://elderaffairs.org/about-us/hipaa/	
c. Adherence to Applicable Policies and Procedures	As evidence of HIPAA compliance, the Contractor is responsible for obtaining a signed Client Agreement and Authorization Form for each unique counseling episode. A signed Client Agreement and Authorization Form is considered signed if any of the following apply: 1. Client signs the form; 2. Client gives verbal authorization on the phone (notate this on the form); or 3. Client refuses to sign (notate this on the form). 4. Medicare.gov Account (creation or access). A unique counseling episode consists of the first time a volunteer is speaking with the client regarding a specific issue. The signed Client Agreement and Authorization Form covers all work by the counselor while working on the issue. In the event the client contacts the program with a new issue, a new Client Agreement and Authorization Form must be completed. This form must be kept at the Contractor's location in accordance with the retention schedules found in Sections 10 and 11 of this contract. The Contractor must complete an Attestation certifying the completion of this deliverable monthly, to include the number of Client Agreement and Authorization Forms completed in the reporting month. Attestation is a component of the Monthly SMP Program Activity Report.	Monthly SMP Program Activity Report (c) Contractor Attestation (c)

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d. Volunteer Recruitment and Screening	The Contractor is responsible for screening all potential volunteers prior to onboarding to ensure the individual can make an informed, unbiased decision regarding volunteering for SHINE/SMP. Interested candidates must be clear of any perceived conflict of interest. The Contractor agrees to: 1. Be responsible for volunteer screening for the SHINE/SMP Program. Volunteer screening shall include plans for volunteer recruitment, volunteer retention, support and training for volunteers, and payments for volunteer expenses. If a volunteer assisting with the SHINE/SMP Program resigns, it is the responsibility of the AAA/ARC/ADRC to collect all records and materials in the possession of the volunteer. Volunteers assisting with the SHINE/SMP Program act as representatives of the AAA/ARC/ADRC and are to be identified as volunteers of the AAA/ARC/ADRC. All volunteer and volunteer management services will be provided in accordance with this agreement and the Department's Volunteer Policies and Procedures Manual, incorporated herein by reference. The Contractor shall ensure that all volunteers and staff providing services under this contract are qualified. Qualified volunteers shall be age eighteen (18) or older. Mandatory reporting requirements will include the written Attestation that volunteer recruitment is occurring locally. At the end of each reporting month, the SHINE/SMP Liaison will receive a current volunteer roster (active and pending only) from their contract manager. This roster must be verified by the SHINE/SMP Liaison and submitted electronically to the DOEA Contract Manager, no later than the 10th of the reporting month, as part of the Monthly SMP Program Activity Report. This roster shall include any updates to the volunteer roster for the reporting period to include pending and active volunteers. Failure to submit reports on time will be the basis for withholding financial payments. 2. Ensure that SHINE/SMP Volunteers have received a Level II background check clearance from the Clearinghouse. Notification of ineligible volunteers must be communicated in writing to the Statewide SHINE/SMP Program Manager and the Contract Manager. This includes notification of background screening renewals due every five (5) years. Eligibility Statements must be stored locally in each volunteer/staff file and must be made available for monitoring purposes. The Contractor must attest if Eligibility Statements (either new or re-screened) are obtained during the reporting month on the Monthly SMP Program Activity Report. The Contractor shall ensure that the requirements of Section 430.0402, F.S., and Chapter 435, F.S., are met regarding background screening for all people who meet the definition of a direct service provider and who are not exempted from the Department's level II background screening pursuant to Sections 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration (AHCA) regarding implementation of Section 430.0402, F.S., and Chapter 435, F.S. Further information concerning the procedures for background screening can be found at	Monthly Volunteer Roster Update (d.1) Eligibility Statements (as received) (d.2 and 3.) Written Attestation of License Check Verifications (d.2) for New Applicants Number of License Verification Re-Checks (d.3) for Current SHINE/SMP Volunteers Written Attestation of License Check Verifications (d.3) for New Applicants Information Updates Attestation (d.4) Monthly SMP Program Activity Report (d. 1-5)
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	<u>Background Screening Clearinghouse Training Accessing the Clearinghouse - DOEA</u> 3. Ensure that counseling services provided are unbiased, including the screening of new volunteer counselors for conflicts of interest using the Department of Financial Services (DFS) License Check. This website is located at https://licenseeearch.fldfs.com, or by going to myflorida.com, searching “Licenses,” and checking for “Insurance Agents.” Printed license check verification forms for all new volunteers showing that they do not hold an active insurance license must be kept locally in each volunteer/staff file and made available for monitoring purposes. Random insurance license checks should be completed on all current SHINE/SMP Volunteers to ensure that they have not obtained a license to sell insurance since activating with the SHINE/SMP Program. The number of license verification re-checks must be evidenced by the number completed, reported on the Monthly SMP Activity Report, kept locally in each volunteer/staff file, and made available for monitoring purposes. The annual Conflict-of-Interest Attestation Forms (Attachment IX) must be completed by each volunteer and submitted to the Department annually before January 31st of each year. Failure to submit forms on time will be the basis for withholding financial payments. Only one Conflict-of-Interest Attestation Form is needed if the person serves as a volunteer for both SHINE and SMP and they have already sent in a form to the SHINE contract manager. The SMP contract manager needs to be copied if the volunteer will serve as a volunteer for both programs. If the person will be serving as an SMP Volunteer only then the form will need to be sent to the SMP Contract Manager. 4. Ensure that information is disseminated to the local SHINE/SMP Volunteer Corps, as relayed by HHS, ACL, and the Department. Verification of the dissemination of federal and/or other program-related information updates must be kept locally on file and made available for monitoring purposes. The Contractor must complete an Attestation certifying completion of this deliverable monthly on the Monthly SMP Program Activity Report. 5. Monthly SMP Program Activity Report must include all mandatory reporting elements for items 1-4 as listed above.	
e. Targeting Beneficiaries	This contract provides for direct services to clients. Special needs populations to be served include diverse or hard-to-reach populations of Medicare beneficiaries identified by ACL for targeted outreach and services. The Contractor must use any available county and ZIP Code data provided by ACL and DOEA in their efforts to target these populations. The Contractor may use additional information or tools to support or supplement the provided data including, but not limited to: • Community mapping to concentrate on specific neighborhoods and community areas where low-income beneficiaries may live; • Census block analysis; • Screening beneficiaries enrolled in other assistance programs; and • Utilizing other useful resources such as the Elder Needs Index located at	Monthly SIRS Reporting (e)

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	https://elderaffairs.org/wp-content/uploads/2018_Elder_Needs_Index_Methodology_and_Instructions-1.pdf All services provided to the targeted beneficiaries above must be accurately reported in the SIRS database.	
f. Program Publicity and Beneficiary Education	1. The Contractor will develop publicity strategies and perform public education events in each county to ensure attainment of grant goals. The Contractor's specific responsibilities related to program publicity and beneficiary education shall include performing duties, adhering to Department-mandated directives, reporting activities and information, and creating, providing, and maintaining program-related documentation as follows: providing written Attestation that all public events and counseling sites (add/edit/delete) are posted on the SHINE website as they occur, at www.floridashine.org; 2. Providing written Attestation confirming Department approval for use of any DOEA or SHINE/SMP/SHIP logos prior to their actual use. The Contractor must ensure that the current logo is used and that it is the same size of other logos incorporated. The current logo shall be approved for and used on/with documents including, but not limited to, any correspondence or other writing, publication, or broadcast that refers to the SHINE/SMP/SHIP program(s); 3. Providing written Attestation that only the use of Department-approved materials has occurred. Any locally developed publicity materials must be approved by the Department's Director of Communications prior to use. To increase the autonomy of the Contractor to appropriately promote programs and events, the Department's Director of Communications will review and approve templates provided by the Contractor that may be used for approved events without individual approval required each time; 4. Maintaining event records: All public events must be recorded using a completed Department-approved SHINE/SMP Event Sign-In Sheet. These materials must be entered into STARS or SIRS and stored locally at the AAA, ARC, or ADRC for monitoring purposes, and made available upon request. Documents stored in STARS do not carry over to SIRS. The document must be uploaded into SIRS also or note(s) must clearly state event details. This includes notation regarding poor attendance, if applicable.; 5. Purchasing and translating materials to promote local SHINE/SMP Program publicity: The Contractor is responsible for the purchase of materials and language translation of materials used to support all local SHINE/SMP Program publicity as needed. Translation services must be completed by a certified translator and proof of certification must be provided, prior to use, for final approval of translated materials; 6. Obtaining Department approval for media outreach and interaction activities and/or materials: All media outreach, including press releases, media advisories, and other interactions with the media using the	Written Attestation of Outreach Templates Submitted & approved prior to use (f. 3-4 & f. 9-12) Written Attestation of Locally Stored Sign-In Sheets, Event Flyers, & Verification Letters (f. 4) Monthly SMP Activity Report (f. 1-11) Monthly SIRS Reporting (f. 1-11)

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	DOEA/SHINE/SMP/SHIP logos and making specific mention of DOEA/SHINE/SMP/SHIP, must be approved by the Department's Director of Communications prior to use. To increase the autonomy of the Contractor to appropriately promote programs and events through media outreach, the Department's Director of Communications will review and approve templates provided by the Contractor that may be used for press releases and media advisories without individual approval required each time; 7. Documenting publicity and media coverage: All publicity and media coverage must be documented in the SIRS Database using the Group and Media Outreach Forms. Group and Media Outreach must reflect education on fraud, abuse, and waste; 8. The Contractor agrees that all media interactions conducted by the Contractor or SHINE/SMP volunteers without written permission from the Department must not be done in representation of the Department or the SHINE/SMP Program. The views, opinions, or data expressed in any such media interaction shall be strictly those of the individual and the Contractor and will not represent the views, opinions, or data of the Department or SHINE/SMP Program; 9. The SHINE/SMP Program Manager shall, prior to use, review and grant final approval of all SHINE/SMP informational and promotional materials developed at the local level, prior to use locally; 10. The SHINE/SMP Program Manager shall, prior to use, review and maintain final approval of all SHINE/SMP publicity or media advertisements developed at the local level, including print, radio, and web-based materials prior to use locally; and 11. All new standardized publications produced or printed by the Department and the Contractor using SHINE/SMP funds must include the following statement: This publication has been created or produced by the State of Florida with financial assistance, in whole or in part, through funds from the Administration for Community Living. States undertaking projects under government sponsorship are encouraged to express their findings and conclusions. These contents do not necessarily represent the policy of the U.S. Department of Health and Human Services, and the grantee should not assume endorsement by the Federal Government.” The service tasks and deliverables outlined in this section are mandatory reporting elements and will be used as acceptance criteria for the Monthly SMP Program Activity Report. These deliverables include, when applicable during the reporting month, written Attestation of the following: • Locally created outreach templates submitted for approval (prior to use); • Sign-in sheets (in-person or virtual), event flyers, and/or vendor verification letters stored in SIRS for monitoring purposes; • Website updates completed (new/edits/deletions); • Certified translations purchased & approved (prior to use);	
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	• outreach/promotional materials approved & purchased (prior to use); • Media interviews approved (prior to use); • Press releases approved (prior to use); and • Media advisories approved (prior to use); • Medicare Group Education Satisfaction Survey	
g. Volunteer/Staff Management and Training	The Contractor is responsible for the day-to-day volunteer management of local SHINE/SMP Volunteer Counselors. All mandatory training requirements can be found in the SHINE Training Guide as found on www.floridashine.org. The Contractor agrees to: 1. Partner with Department staff and HHS staff to coordinate requests and logistical support for training and other regional events as communicated by the Department and SHINE/SMP; 2. Work with the Department to ensure that training policies and procedures are followed to include appropriate classroom set up, use of a laptop and projector, and provision of internet access for designated training sessions; 3. Use approved Department rosters, training materials, outreach presentations, study guides, and the SHINE Training Guide as found on www.floridashine.org; 4. Ensure that SHINE/SMP Volunteer Counselors are properly trained and prepared to provide one-on-one benefits counseling. Training must be conducted on a regular basis; 5. Partner with Department staff and HHS staff to coordinate requests and logistical support for training and other regional events, as outlined in the current Department and SHINE/SMP policy directives and updates; 6. Submit all required rosters by pre-determined deadlines established in the SHINE Training Guide, which include the following: • Specialty Training: No pre-roster required, but final roster is to be submitted upon completion of class; and • Basic Training: pre-roster, which must contain the minimum of five (5) students, unless exception has been granted, shall be submitted using the appropriate Training Class Link five (5) weeks prior to class; The Training Unit will provide the Liaison a copy of final roster of all students that have completed the requirements to attend BTM 09 seven (7) business days prior to class; and final attendance roster to be submitted upon conclusion of each class day, virtual or in-person. 7. Ensure that volunteers are given adequate screening (to include license check) and local orientation prior to beginning the onboarding process and the Department's mandatory training. Classes must be scheduled and managed in accordance with the outline in the SHINE Training Guide. Failure to meet those deadlines will result in the volunteer not being registered for the classes,	Written Attestation the Policies Outlined in the SHINE Training Guide (g. 1-14) are followed Written Attestation that all Class Pre-Rosters (g. 3 & 6) are submitted as required Written Attestation that all Class Final Rosters (g. 3 & 6) are submitted as required Written Attestation that all Final Attendance Rosters (g.3 -6) are submitted as required Contractor Attestation on the Monthly SMP Program Activity Report

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	8. Ensure that volunteers attend Department mandatory training, which includes SHINE/SMP Volunteer Application, SHINE Volunteer Orientation, local program orientation, Basic Training, exam, SMP Training Modules, STARS Reporting system, and SIRS Reporting System Training; 9. Ensure that mentoring sessions led by an experienced Volunteer Mentor are provided to new SHINE/SMP Volunteer Counselors after mandatory training. The contractor must notify the Department in writing when a volunteer has successfully completed mentoring before activation; 10. New Volunteer Counselors must pass the mandatory Level II background check and cannot have access to clients or client information until they have been cleared, this includes prior to any mentoring with client specific information or contact; 11. Submit the Activation Attestation Form and supporting documents per the 2025 SMP Contract; and 12. Ensure that activation of a SHINE/SMP volunteer will not occur until: i. All required background and license checks have been completed, all required training has been completed, mentoring has been completed, the Activation Attestation, the CMS Unique ID and Conflict of Interest forms have been submitted to the DOEA Contract Manager. 13. The Contractor must complete a written Attestation certifying completion of this deliverable monthly. Attestation is a component of the Monthly SMP Program Activity Report. The service tasks and deliverables outlined in this section are mandatory reporting elements and will be used as acceptance criteria for the Monthly SMP Program Activity Report. These deliverables include, if applicable during the reporting month, written Attestation of the following: • Routine trainings held (as outlined in the SHINE Training Guide); • Pre-rosters submitted (by deadlines established in the SHINE Training Guide); • Final Attendance Rosters submitted (by deadlines established in the SHINE Training Guide); • Local orientations held The Contractor agrees to conduct annual recognition activities designed to retain and recognize SHINE/SMP volunteers. Information on these recognition events must be sent to the DOEA Contract Manager to ensure the Department is able to attend to recognize the volunteers when travel permits. Recognition cannot be provided for paid staff. In accordance with F.S. 110.503(5) Volunteer recognition shall be provided to each active volunteer who provides a voluntary service to the State of Florida yearly, not to exceed \$100 per volunteer (plus taxes and shipping) per year. Additional volunteer recognition events (breakfast, luncheon, dinner, etc.) that are not deemed a tangible item of recognition are also permitted.	
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	The contractor will be responsible for staff and volunteer travel reimbursement for the SHINE Leadership Meetings.	
h.	Incentive Performance Goals: The Contractor must first achieve all monthly benchmarks to be considered eligible to receive incentive funding. The Contractor will become eligible to receive incentive funding by meeting or exceeding the requirements for the monthly benchmarks for the entire contract period. Incentive funds will be dispersed upon receipt of this report and an accompanying invoice, if the DOEA Contract Manager, after reviewing the report and appropriate supporting documentation, determines that the Incentive Performance Goals were met. The amount of incentive funding the Contractor will be eligible to receive upon achievement of an Incentive Performance Goal will be calculated based upon the total funding allocated for Incentive Performance Goals divided by the total number of Incentive Performance Goals achieved by the eligible AAA's. If any Incentive Performance Goals are achieved, the Contractor shall allocate any incentive funds awarded to expand the provision of service tasks in the contract. The service tasks and deliverables outlined in this section are mandatory reporting elements and will be used as acceptance criteria for the Monthly SMP Program Activity Report.	Monthly SMP Program Activity Report

- 1. Outcomes and Outputs (Performance Measures)** –ACL will measure both the Department's and Contractor's progress in pursuing the grant mandated program objectives. This is done through an analysis of the SHIP Program data submitted in STARS and SIRS, which includes local program BCF, GOE, MOE forms data reporting. Contractor must meet the 60% of the monthly program county benchmarks in Attachment X-Monthly SMP Program Activity Report.
- 2. Task Limits** –The Contractor shall not perform any tasks in connection with this contract other than those described in this contract without the express written consent of the Department.
- 3. Reports-** The Contractor shall respond within ten (10) business days to the Department's routine and/or special requests for information and ad hoc reports. The Contractor shall submit all required reports and supporting documentation to the DOEA Contract Manager on or before the due dates stated in this contract. Any request for deliverable extensions must be submitted, in writing, to the DOEA Contract Manager five (5) days prior to the deliverable due date, and all extensions are subject to prior approval by the DOEA Contract Manager.
- 4. Records and Documentation** - All records and documentation related to SHINE/SMP Program activities and counseling services shall be made available to the Department upon request and in accordance with this contract. The Contractor is required to:
 - a.** Manage the online and paper submission of complete and accurate Beneficiary Contact Forms as documentation of client counseling and publicity services provided. The Contractor is responsible for entry of local entry SIRS Database forms into the SIRS Database by the ACL established deadlines. SIRS data must be reported monthly. This includes data from Beneficiary Contact Forms, Group Outreach Forms, and Media Outreach Forms;
 - b.** Fully implement changes to, or the use of, new or revised SIRS Reporting System forms as mandated by the ACL or the Department no less than thirty (30) calendar days after receiving training or written instructions on the use of new or revised forms;

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- c. Complete and store the original CMS-mandated Client Agreement and Authorization Forms for all clients contacted. This documentation must be retained by the Contractor for six (6) years; and
- d. Maintain appropriate records and documentation related to volunteer management and recruitment, outreach, publicity, and partnership development. These records shall be maintained at the Contractor's administrative office of the PSA. If ACL changes the reporting requirements during the contract period, the Department will revise the requirements to ensure continued compliance.

B. Staffing Requirements

1. **Staffing Levels** - The Contractor shall assign its own administrative and support staff as needed to perform the tasks, responsibilities, and duties under the contract. Contractor shall designate a staff person to be designated as the SHINE/SMP Liaison. The Contractor shall ensure that the SHINE/SMP Liaison has sufficient professional qualifications to successfully plan, coordinate, and execute all SHINE/SMP activities including, but not limited to, operational oversight and management of local counseling and publicity activities and resolution of operational issues, volunteer management issues, and issues with partner organizations and agencies. The Contractor shall provide the names and contact information for the SHINE/SMP Liaison, Liaison's supervisor, Liaison's administrative assistant, and fiscal contact related to the contract to the DOE Contract Manager the first month of the contract reporting period.
2. **Professional Qualifications** - If the SHINE/SMP Liaison will be providing counseling services to beneficiaries, he or she must: (a) complete the Volunteer Application, Volunteer Orientation, Basic Training, Exam, SMP Training, STARS Training, and SIRS Training, and (b) receive and clear a Level II background check.
3. **Staffing Changes** - The Contractor shall notify the DOE Contract Manager in writing of any changes in the SHINE/SMP Liaison, Liaison supervisor, or Liaison's administrative assistant positions within forty-eight (48) business hours of the change becoming known to the Contractor.
4. **Subcontractors** – The Contractor is not permitted to subcontract any services required under this contract.

C. Service Location and Equipment

1. **Service Delivery Location** – The Contractor will ensure services are available to residents in all counties within the PSA via in-person service, by telephone, or through other electronic means.
2. **Service Times** - The Contractor shall ensure the provision of the services listed in this contract are available at times appropriate to meet client service needs, and at a minimum during normal business hours, Monday through Friday, 8:00am to 5:00pm local time, excluding recognized legal holidays or declared local emergencies
3. **Changes in Location** - The Contractor shall notify the Department in writing a minimum of one week prior to making changes in location that will affect the Department's ability to contact the Contractor by telephone or facsimile.
4. **Equipment** - The Contractor will ensure that all equipment and materials provided by the Department, or purchased with SMP funds, are used solely to benefit the SHINE/SMP Program. All equipment and materials shall, at all times, be readily available to SHINE/SMP Counselors and safeguarded. The Contractor shall notify the Department immediately of stolen or missing equipment provided by the Department. The Contractor shall inventory any equipment and materials provided by the Department or purchased with SMP funds. The equipment and materials inventory list shall be made available to Department monitors during their site visits. The Contractor agrees that all inventories required by this contract shall be continuously updated and maintained to ensure that they are current and accurate. The Contractor shall adhere to the property management standards contained in Section 36.3 of the Standard Contract, and the equipment and materials inventory list of equipment property tagged by the Department shall include, at a minimum, the information outlined therein. The Contractor is responsible for installing and maintaining encryption software

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on all equipment provided by the Department or purchased with SMP funds, if the equipment is used to enter or store confidential client data. A beginning and ending Inventory List must be submitted as part of Deliverables Number 1 and 12 with the Monthly SMP Program Activity Report and must be kept updated as necessary.

D. Performance Specifications

Outcomes and Outputs (Performance Measures) – ACL will measure both the Department's and Contractor's progress in pursuing the grant-mandated program objectives. This is done through an analysis of the SMP Program data as submitted in the SIRS Database.

E. Contractor Responsibilities

1. **Contractor Unique Activities** - All tasks listed in Section II. above are solely and exclusively the responsibility of the Contractor, and are tasks for which, by execution of this contract, the Contractor agrees to be held accountable; and
2. **Coordination with Other Entities** - Notwithstanding that tasks for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this contract.

F. Department Responsibilities

1. **Department Obligations** - The Department may, within its resources, provide technical support and assistance to the Contractor to assist the Contractor in meeting the requirements of this contract. The Department's support and assistance, 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 program and contractor's tasks and planning approaches. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

G. Monitoring and Evaluation Methodology – The primary, secondary, or signatory of the contract 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. The Department shall review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor through telephone, in writing, or on-site visit. The Department's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Department in monitoring the progress of completion of the service tasks and deliverables. The Department may use, but is not limited to, one or more of the following methods for monitoring:

1. Desk reviews and analytical reviews;
2. Scheduled, unscheduled, and follow-up on-site visits;
3. Client visits;
4. Review of independent auditors' reports;
5. Review of third-party documents and/or evaluation;
6. Review of progress reports;
7. Review of customer satisfaction surveys;
8. Agreed-upon procedures review by an external auditor or consultant;
9. Limited-scope reviews; and
10. Other procedures as deemed necessary by the Department.

III. METHOD OF PAYMENT

A. Payment Method Used – The method of payment for this contract is Fixed-Price/Fixed Fee subject to the availability of funds and Contractor performance.

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- B. Unit of Service** - A unit of service will consist of one month of completed required deliverables, as specified in Section II. above. A month of deliverables will include all deliverables due in that month, as outlined in the Monthly SMP Program Activity Report.
- C.** Payments shall be made pursuant to the Schedule of Deliverables & Payments Table found in Section III.F.1. below.
- D.** Final contract invoices must be submitted to the Department by the Contractor by June 10, 2026
- E.** The Contractor must complete and submit to the DOEA Contract Manager the deliverables in the time and manner specified. Each deliverable must be accepted by the DOEA Contract Manager based on the requirements for each deliverable. 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.
- F.** The Contractor's performance of the service tasks, deliverables, and performance measures will be determined by the documentation provided by the Contractor to the Department. A final total of funds to be awarded to each AAA will be calculated by the Department as specified in Section II.B., Performance Measures. The Contractor will be notified in writing of the amount earned for base and incentive funding for a final contract amount. The final request for payment will reflect the final contract award amount.
- G. Invoice Instructions** - Payment shall be made upon Contractor's presentation of an invoice subsequent to the acceptance by the Department of the deliverables shown on the invoice.
- 1. Fixed Fee** - When submitting an invoice for payment, the Contractor must:
- Submit all requests for Payment on DOEA Form 109S (Attachment XI). 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 deliverables, financial and/or programmatic reports due from the Contractor, and any adjustments thereto.
 - Request payment for approved deliverables submitted as required by the contract;
 - Include approved copies of the deliverables accepted by the Department;
 - Submit a completed Certified Minority Business Subcontract Expenditure Report Deliverable (Attachment VIII) – this is considered a Deliverable and must be completed in its entirety and submitted with each invoice and
 - Ensure that the amount requested matches the amount of the line item shown on the Schedule of Deliverables & Payments Table below.

Schedule of Deliverables & Payments

Deliverable Number	Deliverable Description	Deliverable Due Date	Deliverable Amount
JUN	SMP Monthly Activity Report per Section II. A.1.a. and Supporting Monthly Documentation as outlined in Section II. A. a.-g. and Starting Invoice	July 10, 2025	\$6,831.95
JUL	SMP Monthly Activity Report per section II. A. a. Supporting Monthly Documentation as outlined in II. A. a.-g.	August 10, 2025	\$6,831.95
AUG	SMP Monthly Activity Report per section II. A. a. and Supporting Monthly Documentation as outlined in II. A. a.-g.	September 10, 2025	\$6,831.95
SEP	SMP Monthly Activity Report per section II. A. a. and Supporting Monthly Documentation as outlined in II. A. a.-g.	October 10, 2025	\$6,831.95

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OCT	SMP Monthly Activity Report per section II. A. a. and Supporting Monthly Documentation as outlined in II. A. a.-g.	November 10, 2025	\$6,831.95
NOV	SMP Monthly Activity Report per section II. A. a. and Supporting Monthly Documentation as outlined in II. A. a.-g.	December 10, 2025	\$6,831.95
DEC	SMP Monthly Activity Report per section II. A. a. and Supporting Monthly Documentation as outlined in II. A. a.-g.	January 10, 2026	\$6,831.95
JAN	SMP Monthly Activity Report per section II. A. a. and Supporting Monthly Documentation as outlined in II. A. a.-g.	February 10, 2026	\$6,831.95
FEB	SMP Monthly Activity Report per section II. A. a. and Supporting Monthly Documentation as outlined in II. A. a.-g.	March 10, 2026	\$6,831.95
MAR	SMP Monthly Activity Report per section II. A. a. and Supporting Monthly Documentation as outlined in II. A. a.-g.	April 10, 2026	\$6,831.95
APR	SMP Monthly Activity Report per section II. A. a. and Supporting Monthly Documentation as outlined in II. A. a.-g.	May 10, 2026	\$6,831.95
MAY	SMP Monthly Activity Report per section II. A. a. and Supporting Monthly Documentation as outlined in II. A. a.-g.	June 10, 2026	\$6,831.95
FINAL – Incentive Performance Goal Payment	The Contractor must meet or exceed all monthly benchmark requirements for the entire contract period to be considered eligible to receive incentive funding. Incentive funds will be dispersed upon approval of the DOE Contract Manager that all Incentive Performance Goals are met. The amount of incentive funding the qualifying Contractor will be eligible to receive will be calculated based upon the total funding allocated for Incentive Performance Goals divided by the total number of eligible AAA's.	June 10, 2026	\$0 - \$35,525.09

G. Corrective Action Plan

If at any time the Contractor is notified by the DOE Contract Manager that it has failed to completely, correctly, or adequately perform the contract deliverables identified in Section II. above, including failure to meet the minimum level of performance as listed in Attachment X, Monthly Activity Report, the Contractor will be placed under corrective action. The Contractor will have ten (10) business days to submit a Corrective Action Plan (CAP) to the DOE Contract Manager. The Department will also assess a financial consequence for failure to timely submit a CAP. The CAP must, at a minimum, address the cause of the deficiency and state how the deficiency will be remedied in order to be approved by the DOE Contract Manager. The Contractor will remain under corrective action for the remaining of the contract period, during which any additional failure to meet the minimum level of performance will result in financial consequences. The Contractor will not be eligible to receive incentive funding while under a corrective action plan.

F. Financial Consequences – The Department will withhold or reduce payment under the contract if Contractor fails to reach any of the benchmarks and deliverables to the satisfaction of the Department per the requirements stated in the Schedule of Deliverables and Payments Table. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in Section II.A.-B., above.

Failure to reach the benchmark guidelines below will result in up to a 5% decrease of the monthly invoice amount paid to the Contractor for each benchmark not met:

1. SMP Program Monthly Reporting: Group Outreach and Education

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- a. 0-35% of the benchmark range achieved will result in a 5% decrease in the monthly amount paid.
 - b. 36-59% of the benchmark range achieved will result in a 2% decrease in the monthly amount paid.
2. SMP Program Monthly Reporting: Individual One-on-One Interactions
- a. 0-35% of the benchmark range achieved will result in a 5% decrease of the monthly amount paid
 - b. 36-59% of the benchmark range achieved will result in a 2% decrease in the monthly amount paid.

IV. SPECIAL PROVISIONS

- A. The Report/Invoice Submission** - The schedule for submission of all required reports by the Contractor can be found in Section III.F.1.e. above. The Contractor is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Department, ACL, CMS, AoA and/or the Resource Center. At any time, the Department has the right to ask for additional information or resubmission of any report. Failure to submit reports on time may be the basis for withholding financial payments, suspension, termination, or denial of continued funding.
- B. Contract Modifications** –The Contract Manager has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made in writing to the DOEA Contract Manager prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by the DOEA Contract Manager to Contractor and are subject to the discretion of the DOEA Contract Manager. The requests and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.
- C. General Procurement Standards** - Contractor shall not 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 the contract has expired.
- D. Unit Rates** - DOEA reserves the right to re-negotiate Unit Rate amounts, minimum service performance measures, and total contractual funding at the beginning of every contract year.
- E. Contractor's Financial Obligation** - If the Department determines that the Contractor is not earning service units accordingly, the Department reserves the right to transfer available grant funding to other PSAs during the contract period or adjust subsequent funding allocations, accordingly, as allowed under state and federal law.
- F. Monthly SHINE/SMP Liaison Conference Calls** – The Contractor will ensure that the local program SMP Liaison participates in regularly scheduled SHINE/SMP Liaison conference calls, group, and one-on-one meetings, with staff. The purpose of the calls will be to discuss any relevant program changes as well as to discuss strategic plans for meeting grant-related objectives during the contract year. The Liaison must notify the DOEA Contract Manager in advance if he/she is not able to attend the call. In addition to notifying staff, the Liaison must provide a replacement to attend the call on their behalf. The monthly call schedule includes a group Liaison meeting on the first Friday of every month and a PSA specific call on a designated day of the month.
- G. 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.
- H. 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).
- I. Incident Reporting** - The Contractor shall notify the Department immediately but no later than forty-eight (48) hours from the Contractor's awareness or discovery of changes that may materially affect the Contractor or any subcontractor's ability to perform the services required to be performed under this contract and in authorizing proviso. Such notice shall be made orally to the DOEA Contract Manager (by telephone) with an email to

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immediately follow, including the Contractor's plan for provision of services authorized in proviso. In the event that any of the above-mentioned deliverables are not met as a result of factors outside the provider's control (i.e. force majeure, hurricane, earthquake, tornado, flood, or any act of public agency) the Department shall review the circumstances for an excusable exception. If any of these apply, the provider shall provide a written explanation as to why the deliverables were not met.

J. Enforcement

1. In accordance with Section 430.04, F.S., the Department shall rescind designation of an AAA or take intermediate measures against the Contractor, including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by the Department, placement on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S., if the Department finds that any of the following have occurred:
 - a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients or substantially and negatively affected the operation of an aging services program;
 - b. The Contractor lacks financial stability sufficient to meet contractual obligations or contractual funds have been misappropriated;
 - c. The Contractor has committed multiple or repeated violations of legal and regulatory requirements or Department standards;
 - d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
 - e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this contract with the Department, or has exceeded its authority or otherwise failed to adhere to provisions specifically provided by statute or rule adopted by the Department;
 - f. The Contractor has failed to properly determine client eligibility as defined by the Department or efficiently manage program budgets; or
 - g. The Contractor has failed to implement and maintain a Department-approved client grievance resolution procedure.
2. 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, Florida. In the event that the Department initiates action to rescind a AAA designation, the Department shall follow the procedures set forth in 42 U.S.C. § 3025(b).

END OF ATTACHMENT I

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ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$1,00,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the Department by this contract. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

If the Contractor expends less than \$1,000,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$1,000,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

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

PART II: STATE FUNDED

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

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$1,000,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through the Department by this contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

If the Contractor expends less than \$1,000,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$1,000,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department shall be based on the contract'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 contract. All questioned costs and liabilities due to the Department shall be fully disclosed in the audit report with reference to the Department contract involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Department in effect during the audit period. For local governmental entities, 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 Contractor's fiscal year end. For non-profit or for-profit organizations, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Department retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of financial reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR § 200.512 by or on behalf of the Contractor directly to each of the following:

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

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

The Contractor shall submit a copy of any management letter issued by the auditor directly to the Department.

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**Florida Department of Elder Affairs
Attn: Audit Repository
4040 Esplanade Way, Suite 235S
Tallahassee, Florida 32399-7000**

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

The Department at the following address:

**Florida Department of Elder Affairs
Attn: Audit Repository
4040 Esplanade Way, Suite 235S
Tallahassee, Florida 32399-7000**

The Auditor General's Office at the following address:

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

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

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

PART IV: RECORD RETENTION

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

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

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.38 and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

- ____ Vendor not subject to 2 CFR § 200.38 and/or Section 215.97, F.S.
- X Recipient/sub-recipient subject to 2 CFR §§ 200.86 and 200.93 and/or Section 215.97, F.S.
- ____ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and/or state financial assistance, and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and/or 2 CFR § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR § 200.416 - § 200.417 – Special Considerations for States, Local Governments, and Indian Tribes*
- 2 CFR § 200.201 – Administrative Requirements**
- 2 CFR § 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 § 200.400 - § 200.411 – Cost Principles*
- 2 CFR § 200.100 – Administrative Requirements
- 2 CFR § 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 § 200.418 – § 200.419 – Special Considerations for Institutions of Higher Education*
- 2 CFR § 200.100 – Administrative Requirements
- 2 CFR § 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 2 CFR §200.400(5)(c).

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**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

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

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.

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ATTACHMENT II
EXHIBIT 2
FUNDING SUMMARY (2025-2026)

Note: Title 2 CFR, 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#): 90MPPG0096-02-00		FEDERAL AWARD DATE: 6/1/2023-5/31/2028	
UEI NUMBER: N3NBRNG4DJ64			
PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Florida SHINE Program Senior Medicare Patrol (SMP) Project	Administration for Community Living	93.048	\$81,983.38
TOTAL FEDERAL AWARD			\$81,983.38

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
TOTAL AWARD			

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.

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ATTACHMENT III CERTIFICATIONS AND ASSURANCES

DOEA will not award this contract unless Contractor completes this CERTIFICATIONS AND ASSURANCES. In performance of this contract, Contractor provides the following certifications and assurances:

- A. **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. **Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. **Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. **Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreements**
- H. **Verification of Employment Status Certification**
- I. **Records and Documentation**
- J. **Certification Regarding Inspection of Public Records**
- K. **Form PUR 2024**

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

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

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

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

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

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON- DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80). - As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

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7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOE and the United States have the right to seek judicial enforcement of the assurance.

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

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

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

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

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

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

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

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged 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., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it is not engaged in business operations in Cuba or Syria.

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

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

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

1. The Contractor and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

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2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this contract warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

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

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

This certification is a material representation of 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 Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

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

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Section 10 of the Standard Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Department is named in the civil action, Contractor agrees to indemnify and hold harmless the Department for any costs incurred by the Department and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
 - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of**

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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.

K. FORM PUR 2024

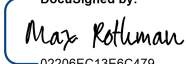
Contractor must complete and return to the Department the applicable portions of Form PUR 2024 attached in the link below.

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

Part A: Use of Coercion for Labor and Services. Whenever executing, renewing, or extending this Contract, the Contractor must complete and return Part A, attesting that it does not use coercion for labor or services as defined in section 787.06, F.S.

Part B: Provision of Commodities Produced by Forced Labor. If applicable, a member of the Contractor’s senior management must complete and return Part B.

By signing below, the Contractor agrees to include all relevant certification and assurance provisions (A–K) in any related subcontract agreements, as applicable; the Contractor certifies that the representations set forth in Sections A through K above are true and correct; and the Contractor attests that, if applicable, records related to the payment of dues or membership contributions by the Department will be made available for inspection, as stated above.

DocuSigned by:  022065C1356C470 Pres. & CEO 760 NW 107th Avenue, Suite 214	
Signature and Title of Authorized Representative	Street Address
Alliance for Aging, Inc.	5/30/2025
Contractor	Date
	City, State, Zip code

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ATTACHMENT IV

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average forty-five (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) Sections 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.

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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-contracts.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4012a) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.) 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 (42 U.S.C. § 300f et seq.); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (16 U.S.C. §§ 1531-1544).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 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, and the Archaeological and Historic Preservation Act of 1974 (54 U.S.C. §§ 300101-307108), and EO 11593 (identification and protection of historic properties).
14. Will comply with the National Research Act of 1974 (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 (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. § 4831(b)), 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 2 CFR Part 200.
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 Pres. & CEO	
APPLICANT ORGANIZATION Alliance for Aging, Inc.	DATE SUBMITTED 5/30/2025	

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ATTACHMENT V
FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name	County	AAA/Contractor
Address	Completed By	
City, State, Zip Code	Date	Telephone

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:

For questions 2-5 please indicate the following:		Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
2. Population of area served	Source of data:								
3. Staff currently employed	Effective date:								
4. Clients currently enrolled/registered	Effective date:								
5. Advisory/Governing Board if applicable									

PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE. IF N/A or NO, EXPLAIN.

6. Is an Assurance of Compliance on file with DOEA?

N/A YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is staff representative of the population?

N/A YES NO
☐ ☐ ☐

8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability?

N/A YES NO
☐ ☐ ☐

9. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability?

N/A YES NO
☐ ☐ ☐

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability?

N/A YES NO
☐ ☐ ☐

11. Is the program/facility accessible to non-English speaking clients?

N/A YES NO
☐ ☐ ☐

12. Are employees, applicants and participants informed of their protection against discrimination? If YES, how?
Verbal ☐ Written ☐ Poster ☐

N/A YES NO
☐ ☐ ☐

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

N/A NUMBER
☐ _____

14. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?

N/A YES NO
☐ ☐ ☐

PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES. IF NO, EXPLAIN.

15. Has as a self-evaluation been conducted to identify any barriers to serving disabled individuals and to make any necessary modifications?

YES NO
☐ ☐

16. Is there an established grievance procedure that incorporates due process in the resolution of complaints?

YES NO
☐ ☐

17. Has a person been designated to coordinate Section 504 compliance activities?

YES NO
☐ ☐

18. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability?

YES NO
☐ ☐

19. Are auxiliary aids available to ensure accessibility of services to hearing and sight-impaired individuals?

YES NO
☐ ☐

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

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

YES NO
☐ ☐

DOEA 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 ____/____/____	

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ATTACHMENT V

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, sex, disability, and over the age of 40. 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, disability, and over the age of 40. 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, disability, and over the age of 40. Include the date that enrollment was counted.
 - a. 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.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the contract language for DOE/EA 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. 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.
9. 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).
10. 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).
11. 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).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. 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.
13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement,

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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 of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).

14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired 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, and 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.
15. 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. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
 - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailled and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
20. Programs or facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

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ATTACHMENT VI
CONTRACTOR'S STATE CONTRACT LIST

Contractor's State Contract List

CONTRACTOR INFORMATION:

Name: _____
Address: _____
FEID: _____

Phone: _____
Email: _____
Contact: _____

REPORT PERIOD:

From: _____
To: _____

	Contract #	Contract/ Program Name	State Agency/ Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
Total									

SIGNATURE: _____
TITLE: _____

DATE: _____

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ATTACHMENT VII
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. (2023)

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; 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: Alliance for Aging, Inc.
 (Name of Employer)

Located at 760 NW 107th Avenue, Suite 214, Miami, FL 33172
 Street address City State Zip Code

Under penalty of perjury, I, Max Rothman,
 (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.

DocuSigned by:

Max Rothman

02206EC13E6C479...

5/30/2025

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/>.

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ATTACHMENT VIII
CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES (CMBE FORM)
CMBE FORM MUST ACCOMPANY INVOICES SUBMITTED TO DOEA

CONTRACTOR NAME: _____

DOEA CONTRACT NUMBER: _____

***REPORTING PERIOD-FROM:** _____ **TO:** _____
***(DATE RANGE OF RENDERED SERVICES, MUST MATCH INVOICE SUBMITTED TO DOEA)**

DOEA CONTRACT MANAGER: _____

REPORT ALL EXPENDITURES MADE TO CERTIFIED MINORITY BUSINESS (SUBCONTRACTORS).

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

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

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

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

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

INSTRUCTIONS

- (A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOEA CONTRACT.
- (B) ENTER THE DOEA 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) MBE FORM MUST ACCOMPANY INVOICE PACKAGE SUBMITTED TO DOEA FINANCIAL ADMINISTRATION FOR PROCESSING.
- (F) FINANCIAL ADMINISTRATION WILL FORWARD ALL COMPLETED CMBE FORMS TO CONTRACT ADMINISTRATION & PURCHASING OFFICE.

**ATTACHMENT IX
EXHIBIT 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 remuneration 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 remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

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.

- "Remuneration" means all compensation earned by or awarded to personnel, whether paid or 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 Statutes (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:

Title:

Date:

ATTACHMENT IX

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

Name: Title: Agency Agreement/Contract # Total Contract Amount Contract Term:	Karlene Peyton	
	Vice President for Operations	
	KG025	
	134,949.18	
	06/01/2025 - 05/31/2026	
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries	123,438.75	5,992.17
Fringe Benefits	909.88	45.49
Bonuses		
Accrued Paid Time Off	9,495.29	474.76
Severance Payments		
Retirement Contributions	9,544.66	477.23
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:	5/9/2025	

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ATTACHMENT X
SMP PROGRAM MONTHLY ACTIVITY REPORT 11

Reporting Period: (ENTER MONTH)								
Contract Number:	KG025							
Adherence to Applicable Policies and Procedures: Contractor is responsible for obtaining a signed Client Agreement and Authorization Form for each unique counseling episode (Section II. A. a. c.) **When applicable in reporting month**								
Number of Client Agreement and Authorization Forms Completed: _____								
Contractor Completed STARS and SIRS data entry pursuant to federal standards for this reporting period.				YES _____	NO _____			
Volunteer Recruitment & Screening: The Contractor is responsible for screening all potential volunteers before onboarding to ensure the individual can make an informed, unbiased decision regarding the SHINE/SMP Programs. **When applicable in reporting month**								
Administrative Compliance								CM Verified
Number of dual SHINE/SMP or SMP only volunteer applications received from the SMP Contract Manager for the reporting month:								
Level II background checks completed for newly recruited volunteers during the reporting month: _____ Yes No _____ N/A								
Include last name of new volunteers who are background checked during the reporting period (if applicable):								
Level II background check renewals completed on current SHINE/SMP or SMP only volunteers during the reporting period: _____ Yes _____ No _____ N/A								
Include the last name of the current volunteers who are background checked during the reporting period (if applicable):								
Background check eligibility statements completed (per DOE guidance https://elderaffairs.org/about-us/background-screening/) and Stored Locally: _____ Yes _____ No _____ N/A								
Insurance license checks (https://licenseesearch.fldfs.com/) completed for new applicants during the reporting period: _____ Yes _____ No _____ N/A								
Enter the first initial and last name of volunteer(s) (example S. Jones)								
Number of insurance license re-screenings completed on current volunteers:								
Enter the first initial and last name of volunteer(s) (example S. Jones):								
The number of volunteers that discontinued during the reporting period:								
The number of Volunteer Attestation Forms sent to the HQ SHINE staff during the reporting month:								
The number of Volunteer Attestation Forms for SMP Only volunteers sent to the SMP Contract Manager during the reporting month:								
Number of volunteers activated during the reporting period:								
Information updates and other programmatic information (when applicable) were disseminated to the SHINE Program volunteers: Yes No N/A								
Volunteer/Staff Time and Effort as Reported in SIRS: Includes the number of active volunteers and staff, as well as the number of volunteer work and training hours.								
Administrative Compliance								CM Verified
Team Members: Total number of individuals who spent time on the SMP Program, including SMP-Paid and volunteer team members. SIRS Forms: Team member activity form, individual interaction form, group outreach education form, and media outreach education form. SIRS Field/Indicator: Saved team member form, session conducted by, and eFile User ID.								
Total number of active SMP paid members for the reporting period:								
Total number of active SMP volunteers for the reporting period:								
Time Spent: Total number of hours contributed by team members while performing SMP work, including time spent by SMP-paid and volunteer team members. SIRS Form: Team member activity form, individual interaction form, group outreach and education form, and media outreach and education form. SIRS Field/Indicator: Time spent (in minutes).								

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Total number of time spent (in minutes) by SMP paid members for the reporting period:									
Total number of time spent (in minutes) by SMP volunteers for the reporting period:									
<i>Time Spent: Total number of hours contributed by team members while performing SMP work, focusing on time spent by SMP-paid and volunteer team members while receiving training. SIRS Form: Team member activity form, individual interaction form, group outreach and education form, and media outreach and education form. SIRS Field/Indicator: Time spent (in minutes).</i>									
Total number of time spent (in minutes) by SMP paid members who received training in the reporting period:									
Total number of time spent (in minutes) by SMP volunteers who received training in the reporting period:									
<i>Educating Beneficiaries: The Contractor shall provide learning and awareness opportunities through community outreach events, education activities, and presentations to educate Medicare beneficiaries, family members, caregivers, and others about SMP services and detecting health care fraud, waste, and abuse. SIRS Form: Group Outreach and Education Form and Estimated Number of People Reached. SIRS Field/Indicator: Saved Group Outreach and Education Forms and Estimated Number of People Reached.</i>									FIN. CONS. APPLIED
SMP Program Minimum Monthly Benchmarks: Number of Group Outreach Education Events									
Administrative Compliance									CM Verified
PSA	June Benchmark**	Achieved	FIN. CONS. APPLIED	July Benchmark**	Achieved	FIN. CONS. APPLIED	August Benchmark**	Achieved	FIN. CONS. APPLIED
11									
Number of Group Outreach and Education Events**	4			4			8.25		
Estimated Number of People Reached Through Group Outreach and Education Events									
	September Benchmark **	Achieved	FIN. CONS. APPLIED	October Benchmark **	Achieved	FIN. CONS. APPLIED	November Benchmark **	Achieved	FIN. CONS. APPLIED
11									
Number of Group Outreach and Education Events**	12.75			17.25			15		
Estimated Number of People Reached Through Group Outreach and Education Events									

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	December Benchmark **	Achieved	FIN. CONS. APPLIED	January Benchmark **	Achieved	FIN. CONS. APPLIED	February Benchmark **	Achieved	FIN. CONS. APPLIED
11									
Number of Group Outreach and Education Events**	12.75			6.75			11.25		
Estimated Number of People Reached Through Group Outreach and Education Events									
	March Benchmark **	Achieved	FIN. CONS. APPLIED	April Benchmark **	Achieved	FIN. CONS. APPLIED	May Benchmark **	Achieved	
11									
Number of Group Outreach and Education Events**	11.25			11.25			5.25		
Estimated Number of People Reached Through Group Outreach and Education Events									
Program Publicity: The Contractor will develop publicity strategies and perform public education events in the PSA, to ensure attainment of grant goals.									FIN. CONS. APPLIED
Public Education Initiatives and Efforts: The Contractor will develop publicity strategies, to ensure attainment of reaching and educating Medicare beneficiaries, their families, and caregivers in a manner consistent with the SMP Programs mission.									
Administrative Compliance									
Website Updates Completed (New/Edits/Deletions): _____ Yes _____ No									
Virtual Calendar Entries submitted by deadline outlined in Contract: _____ Yes _____ No									
Outreach/Promotional Materials Approved & Purchased (prior to use): _____ Yes _____ No _____ N/A									
Targeting Beneficiaries: The Contractor will provide counseling assistance to Medicare beneficiaries who suspect that they have been a victim of Medicare fraud, waste, abuse. Services should be provided to the beneficiary, their families, and caregivers to discuss and gather information about potential fraud, waste, and abuse and report that suspected fraud to the appropriate investigative authorities. **Special focus will be placed on Complex Interactions** SIRS Form: Individual Interaction Form. SIRS Field/Indicator: Saved Individual Interaction Forms.									
SMP Program Minimum Monthly Benchmarks: Individual Interactions									

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PSA	June Benchmark **	Achieved	FIN. CONS. APPLIED	July Benchmark **	Achieved	FIN. CONS. APPLIED	August Benchmark **	Achieved	FIN. CONS. APPLIED
11									
Number of Individual Interactions with, or on behalf of a Medicare Beneficiary	95			87			114		
Number of Complex Interactions (per Complex Interaction Guidance from SMP) with, or on behalf of, a Medicare Beneficiary	10								
Incentive Measure Met for the Number of Complex Interactions for the Quarterly Reporting Period	Incentive Performance Goals: The Contractor must first achieve all monthly benchmarks to be considered eligible to receive incentive funding. The Contractor will become eligible to receive incentive funding by meeting or exceeding the requirements for the monthly benchmarks for the entire contract period. The amount of incentive funding the Contractor will be eligible to receive upon achievement of an Incentive Performance Goal will be calculated based upon the total funding allocated for Incentive Performance Goals divided by the total number of Incentive Performance Goals achieved by the eligible AAA's.							Achieved__	Not Achieved__
	September Benchmark **	Achieved	FIN. CONS. APPLIED	October Benchmark **	Achieved	FIN. CONS. APPLIED	November Benchmark **	Achieved	FIN. CONS. APPLIED
11									
Number of Individual Interactions with, or on behalf of a Medicare Beneficiary	120.75			186			151.5		
Number of Complex Interactions (per Complex Interaction Guidance from SMP) with, or on behalf of, a Medicare Beneficiary	10								

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Incentive Measure Met for the Number of Complex Interactions for the Quarterly Reporting Period	Incentive Performance Goals: The Contractor must first achieve all monthly benchmarks to be considered eligible to receive incentive funding. The Contractor will become eligible to receive incentive funding by meeting or exceeding the requirements for the monthly benchmarks for the entire contract period. The amount of incentive funding the Contractor will be eligible to receive upon achievement of an Incentive Performance Goal will be calculated based upon the total funding allocated for Incentive Performance Goals divided by the total number of Incentive Performance Goals achieved by the eligible AAA's.							Achieved__	Not Achieved__
	December Benchmark **	Achieved	FIN. CONS. APPLIED	January Benchmark **	Achieved	FIN. CONS. APPLIED	February Benchmark **	Achieved	FIN. CONS. APPLIED
11									
Number of Individual Interactions with, or on behalf of a Medicare Beneficiary	118.5			107.25			90.75		
Number of Complex Interactions (per Complex Interaction Guidance from SMP) with, or on behalf of, a Medicare Beneficiary									
Incentive Measure Met for the Number of Complex Interactions for the Quarterly Reporting Period	Incentive Performance Goals: The Contractor must first achieve all monthly benchmarks to be considered eligible to receive incentive funding. The Contractor will become eligible to receive incentive funding by meeting or exceeding the requirements for the monthly benchmarks for the entire contract period. The amount of incentive funding the Contractor will be eligible to receive upon achievement of an Incentive Performance Goal will be calculated based upon the total funding allocated for Incentive Performance Goals divided by the total number of Incentive Performance Goals achieved by the eligible AAA's.							Achieved__	Not Achieved__
	March Benchmark k**	Achieved	FIN. CONS. APPLIED	April Benchmark k**	Achieved	FIN. CONS. APPLIED	May Benchmark k**	Achieved	FIN. CONS. APPLIED
11									
Number of Individual Interactions with, or on behalf of a Medicare Beneficiary	11.25			114.75			117		

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Number of Complex Interactions (per Complex Interaction Guidance from SMP) with, or on behalf of, a Medicare Beneficiary									
Incentive Measure Met for the Number of Complex Interactions for the Quarterly Reporting Period	Incentive Performance Goals: The Contractor must first achieve all monthly benchmarks to be considered eligible to receive incentive funding. The Contractor will become eligible to receive incentive funding by meeting or exceeding the requirements for the monthly benchmarks for the entire contract period. The amount of incentive funding the Contractor will be eligible to receive upon achievement of an Incentive Performance Goal will be calculated based upon the total funding allocated for Incentive Performance Goals divided by the total number of Incentive Performance Goals achieved by the eligible AAA's.							Achieved__	Not Achieved__
SHINE Liaison (Contract Manager) Signature (or delegate): _____ _____ _____									
Supervisor Signature (or delegate): _____ _____ _____ _____									
Prepared By: _____ _____ _____ _____ _____ _____								Corrective Action Plan?	
Approved By: _____ _____ _____ _____ _____ _____								YES:	NO:

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ATTACHMENT XI
REQUEST FOR FIXED – PRICE REIMBURSEMENT
SHINE SMP

RECIPIENT NAME, ADDRESS, PHONE# and FEID#		CONTRACT NUMBER _____		REQUEST PERIOD: From _____ To _____
		CONTRACT AMOUNT _____		REPORT # _____
		CONTRACT PERIOD: FROM _____ To _____		INVOICE # _____
DELIVERABLE/ REPORT #	DELIVERABLE/ FIXED PRICE AMOUNT	AMOUNT REQUESTED	AMOUNT PAID YEAR TO DATE	CONTRACT BALANCE
TOTAL FUNDS REQUESTED THIS PERIOD:		\$0.00		
Monthly SMP Program Activity Report Attached: _____ YES _____ NO				
Supporting Documentation Provided: _____ YES _____ NO				
LIST ACTIVITIES / SERVICES PROVIDED (attach additional sheet if necessary):				
I certify that this report is a true and correct reflection of this period's activities, as stipulated by this contract.				
PREPARED BY _____		TITLE _____		DATE _____
APPROVED BY _____		TITLE _____		DATE _____