

# ***ElderSource***

THE AREA AGENCY ON AGING

FOR

*Planning and Service Area 4  
(Baker, Clay, Duval, Flagler, Nassau, St. Johns, and Volusia Counties)*

**2019**

**Older Americans Act**

**Request for Proposal (RFP)**

**For**

**Local Service Provider Designation**

*July 02, 2018*



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## **SECTION A - INTRODUCTION**

### **1. Background Information on Older Americans Act Program (OAA)**

The Older Americans Act, passed in 1965, represented a turning point in the role of the Federal government in leadership and services to the elderly. The Act created the Administration on Aging and set forth program objectives. These objectives are directed toward creating opportunities that help older Americans live and age with independence and dignity in their home and community for as long as possible. The Act establish State Units on Aging in every state which then establishes Planning and Service Area. The state unit aging then designates an Area Agency on Aging responsible for the planning, contracting and oversight of Older Americans Act funded and state funded programs for that area.

In Florida, the designated State Unit on Aging (SUA) is the Department of Elder Affairs (DOEA). The State has been divided into eleven Planning and Service Areas (PSA). In each PSA, an Area Agency on Aging has been designated. The role of the Area Agency on Aging is one of planner-catalyst-advocate for older persons in the Planning Service Area (PSA). The Northeast Florida Area Agency on Aging, dba ElderSource, is the designated Area Agency on Aging for the seven counties in PSA4. PSA4 includes Baker, Clay, Duval, Flagler, Nassau, St. Johns and Volusia Counties. ElderSource is also the Aging and Disability Resource Center for the Planning and Service Area as are the other Area Agencies on Aging in each of their respective Planning and Service Areas.

As the Area Agency on Aging for PSA 4, ElderSource is identified by the State as the contracting agency of choice for the coordination and administration of the Older Americans Act in PSA 4. ElderSource intends to fulfill the legislatively mandated requirements referenced above by issuing this Request for Proposal (RFP) for the contract period beginning Fiscal Year January 01, 2019 and ending Fiscal Year December 31, 2024 for the provision of OAA services. The OAA contracts procured through this RFP process may be renewed for five additional years, contingent upon satisfactory performance and availability of funds.

The goal of the RFP is to define the scope of work to be accomplished, and convey the requirements and expectations for Local Service Provider designation under the Older Americans Act.

Community-based organizations interested in receiving grants/contracts funded by the Older Americans Act are required to submit a response to this RFP as outlined in Section E. Instructions to Bidders.

### **2. Statement of Need**

In 2015, ElderSource completed a needs assessment for Planning and Service Area (PSA) 4. PSA 4 is comprised of seven counties (Baker, Clay, Duval, Flagler,

Nassau, St. Johns, Volusia), including 36 municipalities. The region's 4,810 square mile area is home to 2 million residents. The City of Jacksonville, in Duval County, is its major urban center. All seven counties have rural areas, with varying rates of urbanization. The St. Johns River is a central natural resource and the Atlantic Ocean coastline define PSA 4's eastern boundary from Fernandina Beach in Nassau County to New Smyrna Beach in Volusia County.

This needs assessment considers a wide array of circumstances and life conditions experienced by Northeast Florida's older adults. In order to give a broad view as well as a deeper dive into specific issues and topics, different types of data were gathered. Data collection includes engagement of stakeholders who are providing services to older adults as well as survey and focus group data. Specific topics included three focus groups: Caregivers, Baby Boomers, and lesbian, gay, bisexual and transgender (LGBT) older adults.

Key findings in PSA 4 included:

#### *Financial Stability*

Regardless of age, financial stability is primary to Northeast Floridians quality of life. Financial stability as one grows older requires planning and healthy money management. Survey respondents were asked, "How satisfied are you with the amount of money you are putting aside (or put aside) for your retirement?" Sixty percent of respondents were somewhat or completely satisfied, however those living on a lower annual income were more likely to be "not at all satisfied" with their savings.

For many older adults, financial stability comes with public assistance. Research shows that many older adults who might be eligible for assistance with buying food do not participate in a federal program. SNAP (formerly known as food stamps) offers nutrition assistance to low-income individuals. In PSA 4, 14 percent of adults over 60 are potentially eligible for SNAP; however, 51 percent participate.

#### *Housing*

Twenty-four (24) percent of adults 60 and over in PSA 4 live alone—almost one in four people. Duval and Volusia Counties have the highest percentages of those age 60 and over who live alone at 26 and 25 percent, respectively.

At the same time that nearly one-quarter of older adults live alone, approximately one in five are "housing cost-burdened." They spend a disproportionate share of their income on housing and utilities, which reduces what they can spend on food, medicine, and other essential goods and services. This vulnerability at home is further reinforced by the survey results which found that PSA 4 older adults also find it difficult to maintain their home. When survey respondents were asked to identify activities for which

they needed help, maintaining their home was the most frequently selected activity—more than driving and preparing meals.

### *Caregivers*

Caregivers in PSA 4 were surveyed and a focus group with them was conducted. One of the heaviest burdens identified by caregivers is a financial burden. When asked about their moderate or major problems, 32 percent of older adult caregiver respondents said “having enough money to pay for care” was a problem. “Balancing other family responsibilities” was a problem for 27 percent of respondents. Identification of financial stress was reinforced by focus group participants who observed that families of all income levels experience unexpected and unplanned costs of care for older loved ones. In addition, they said that the caregiver suffers when their stress and physical health is not managed well. As a result, respite care is a service that will highly benefit caregivers; a fact that emerged from the focus group.

### *LGBT Older Adults*

All older adults face challenges as they age. However, some older adults arrive at elder hood with fewer resources to adapt, make good decisions, and build and maintain a support network as they age. Lesbian, gay, bisexual, and transgender (LGBT) older adults in PSA 4 are frequently uncertain about how new laws governing marriage affect their shared property, retirement benefits, and other aspects of their lives. At the same time, not all LGBT older adults are in a couple and might be estranged from family who would otherwise help with care when needed.

### *Transportation*

When asked about activities that they need help with, 12 percent of PSA 4’s older adults said they either do not drive, need help with transportation, or are not sure whether they need help. This suggests that many older adults are looking for transportation options that do not require them to drive a car. In addition, 19 percent of respondents said they would purchase transportation services if the price were fair. Clearly, older adults are looking for options when it comes to getting around Northeast Florida. For the leaders of agencies serving older adults, transportation was cited as an unmet need. One stakeholder observed that when it comes to transportation, it is important to distinguish between essential transportation, such as getting to a medical appointment, and non-essential transportation, such as socializing. Many older adults require options for essential transportation and few options exist for them.

### *Baby Boomers Aging in Place in Northeast Florida*

The oldest of PSA 4’s Baby Boom generation is 69 years old in 2015. As these and younger Boomers age, they will comprise the fastest growing age group of older adults in Northeast Florida. The largest population increases between 2015 and 2020 for Clay, Duval, Flagler, Nassau, St. Johns and

Volusia Counties will be people 70-79 years old. While the Baby Boom generation is a catalyst for the changes in our communities, the fact is that all age groups are living longer. Plans made now will benefit older adults for decades to come regardless of their current age now.

Some of the stakeholders interviewed observed that currently, community services do not meet the needs of the oldest and most frail older adults. There will not be enough community services to meet the need in the future, either. For example, one stakeholder suggested that the current network of services for older adults serves about 40 percent of older adults who are not self-sufficient and need help to live at home. The remaining lack help from friends and family and are placed in care that is inappropriate to their need and level of functioning.

Demographic data of the 60 years of age and over population for Planning and Service Area 4 comprising the counties of: Baker, Clay, Duval, Flagler, St. Johns, Nassau and Volusia Counties, obtained from the Department of Elder Affairs, indicates the 7 counties within PSA 4 have approximately 515,200 residents aged 60 and older representing 24.5 percent of the PSA's total population and 10 percent of the State of Florida's sixty and older population. We anticipate over the next 10 years, a considerable number of residents will become elders as a result of net migration and the cohort of "baby boomers" continuing to age into retirement. It is estimated that between 2010 and 2030, the number of Floridians 60 and older is expected to rise faster than the rest of the country, to an estimated 30 percent of the state's population by 2030.

In addition to the number and percent of elders projected to increase in the coming years, people are also living longer. An expected consequence is the continued rise in the need for long-term care services. Programs must be well managed to avoid the unwanted results of depleted personal savings, strained government entitlement programs and unrealistic expectations of providers and caregivers (Long-Range Program Plan Fiscal Years 2015-2016 through 2019-2020). The data indicates the needs of elders will continue to grow as more elders live alone (31%), 26% report they are not receiving adequate nutrition, and as seniors and caregivers experience more problems with their homes (21%) (Assessing the Needs of Elder Floridians, 2012).

Along with these rising trends, there are challenges in addressing the increasing size of the 60 and older population. It is reasonable to expect as these individuals age in place, their reliance on a caregiver to help with their activities of daily living will also grow. In 2013, one in five elders surveyed by the Florida Department of Elder Affairs, was a caregiver and more than one-half of these caregivers (56%) did not receive needed help with their caregiving responsibilities.

Queries of the Client Information & Registration Tracking System (CIRTS) of services most often provided under the Older Americans Act program indicates the

need to support functionally impaired elders with ongoing assistance and caregiving whether provided through formal or informal means.

The gap between people served and people who are awaiting services, as well as the disparity between client needs and depth of services actually provided, poses a serious concern for thought and action. As the contracting agency for development, coordination and administration of the Older Americans Act in Planning and Service Area 4, ElderSource intends to address these concerns through issuance of this RFP, which seeks approaches to service delivery and program management, while emphasizing improved quality and customer satisfaction, all at a reasonable cost.

### **3. Statement of Purpose**

The purpose of this RFP is to solicit applications from qualified agencies / organizations interested in providing services to the 60+ population of PSA 4(Baker, Clay, Duval, Flagler, Nassau, St Johns and Volusia Counties). Services must:

- be performed by persons qualified in educational expertise or practical experience;
- be provided at a cost per unit that is competitive in the service area described;
- be met by 10% local matching funds which include significant cash funds (OAA Title IIIB, OAA Title C1, OAA Title C2 and OAA IIIE only);
- be targeted to address the needs of elders in greatest economic and social needs. See the Targeting and Outreach Plan attached to the Service Provider Application
- be responsive to the needs addressed in the Statement of Need; and
- be delivered in compliance with the DOEA Programs and Services Handbook, and all applicable local, state, and federal regulations. The Programs and Services Handbook can be accessed at the ElderSource website, under Resources/Documents and Other Resources.
- be culturally and ethnically sensitive and inclusive, to include the LGBT community.

All Older Americans Act Services must be client centered and delivered with the goal of providing elder consumers the support and assistance needed so that they may remain in the community, leading independent lives in the least restrictive environment.

All awards are subject to availability of funds from the State of Florida Department of Elder Affairs. Projections of available resources are used to allocate financial awards. If the actual amount of funding made available to ElderSource is less than originally projected, a reconsideration of awards will be made with the likelihood of reductions or cancellations of awards being made.

In performing these responsibilities, The OAA-funded local service provider must conform to all incorporated attachments, proposal(s), state plan(s), grant

agreements, relevant Department handbooks, manuals or desk books, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary of any requirement. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the OAA 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

The OAA-Funded Local Service Provider is a key component of the publicly funded long term care system and its performance has a highly significant impact on the lives of the individuals it serves and the local, regional and statewide fiscal sustainability of the long term care system.

The review panel will evaluate how well the resources and experience described in each applicant's proposal qualify the applicant to provide services required by the provisions of this RFP. Consideration will be given to the length of time and extent to which the applicant has provided services similar or identical to those requested. The applicant's personnel resources, as well as computer, financial and other technological resources will be considered in evaluating the applicant's qualifications to meet the requirements of this RFP, including the provider's ability to meet match requirements.

Each OAA-Funded Local Service Provider must be thoroughly informed about the needs in the community for services to older persons, both in quantitative and qualitative terms. The AAA is a source of statistical, demographic, and needs indicator information. In many instances, service provider agencies may also perform needs assessment surveys or obtain information from waiting lists, key informants, and public input. Studies done by public planning agencies, community service agencies, or commercially oriented information sources such as the chamber of commerce may be of use. The service provider should use research from a variety of sources so that community needs can be assessed from several viewpoints.

All Older Americans Act funds are placed under competitive procurement. Those organizations currently holding the Local Service Provider designation are not held harmless from responding to this Request for Proposal.

## **SECTION B – OAA PROGRAM REQUIREMENTS**

### **1. Services to be provided**

OAA is a federal funded program offering a variety of in-home and community-based services. The primary purpose of the OAA Program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. These systems assist older individuals to attain and maintain maximum independence with supportive services.

Older Americans Act programs may include; OAA Title IIIB (Supportive Services); OAA Title IIIC-1 (Congregate Nutrition); OAA Title IIIC-2 (Home Delivered Nutrition); OAA Title IIID (Preventive Health Services); and OAA Title IIIE (National Family Caregiver Support Program). These programs are funded individually and carry distinct program responsibilities.

The Older Americans Act is divided into Titles. Applicants may submit a proposal for a specific service or set of services within one or more Titles. A separate Description of Service Delivery Form must be included in the Service Provider Application (SPA) for each service proposed.

### OAA Title IIIB – Supportive Services

Priority Supportive Services Title IIIB include:

1. Access Services: Services such as Transportation, Outreach, Information and Referral and Case Management;
2. In-home Services: Services including Homemaker, Home Health Aide, Home Repair, Companionship, Telephone Reassurance, Chore, Respite and other supportive services for families of elderly victims of Alzheimer's disease and other neurological and organic brain disorders of the Alzheimer's type; and
3. Legal Assistance: The area plan must contain assurances that AAAs will give priority to legal assistance related to income, health care, long term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect and age discrimination.

Other services area agencies on aging may support with Title IIIB funds include the following:

1. Companionship, Counseling, Emergency Alert Response System, Education/Training, Employment, Escort, Housing Improvement, Health Support, Interpreting/Translation, Material Aid, Recreation, Shopping Assistance or Telephone Reassurance.
2. Case Management for clients requiring in-home and community-based services such as Adult Day Care, Chore, Homemaker, Home Health Aide, Personal Care, Respite, or Therapies.

### OAA Title IIIC-1 Congregate Meals

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

1. Congregate meals;
2. Congregate meals screening;
3. Nutrition education and nutrition counseling; and
4. Outreach.

OAA Title IIIC-2 Home Delivered Nutrition

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

1. Home delivered meals;
2. Nutrition education and counseling;
3. Outreach; and
4. Screening/Assessment.

OAA Title IIID – Preventive Health Services

Evidence-Based Disease Prevention and Health Promotion (EBDPHP) services have been demonstrated through evaluation to be effective for improving the health and wellbeing or reducing disease, disability and/or injury among older adults, and proven effective with older adult populations. The Administration for Community Living (ACL) defines EBDPHP services as meeting highest-level criteria. Only services that meet the highest-level criteria are allowable under the IIID Program. EBDPHP services must be delivered per the requirements of the program and ensure program fidelity. Evidence based programs are listed in the table below.:

A Matter of Balance	Enhance Fitness	Program to Encourage Active Rewarding Lives for Seniors (PEARLS)
Active Living Every Day	Enhance Wellness	Programa de Manejo Personal de la Artritis
Arthritis Foundation Exercise Program	Fit and Strong!	Programa de Manejo Personal de la Diabetes
Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis)	Healthy Eating Every Day	Stepping On
Arthritis Self-Management Program	Healthy Ideas	Stay Active and Independent for Life (SAIL)
Brief Intervention & Treatment for Elders (BRITE)	Healthy Moves for Aging Well	Tai Chi/Tai Ji Quan Moving for Better Balance (Highest-

		Level)
Chronic Disease Self-Management Program	HomeMeds	Tomando Control de su Salud
Chronic Pain Self-Management Program	Physical Fitness	Un Asunto de Equilibrio and
Diabetes Empowerment Education Program (DEEP)	Powerful Tools for Caregivers	Walk with Ease
Disease Information	Diabetes Self-Management Program	

### OAA Title III E – National Family Caregiver Support Program

OAA Title III E services are intended to provide direct help to caregivers, assist in the areas of health, nutrition and financial literacy, and assist caregivers in making decisions and problem solving related to their caregiving roles and responsibilities.

#### Caregiver Support Supplemental Services (IIIES Program)

At least ten (10) percent, but no more than twenty (20) percent, of the total Title III E funds must be used to provide supplemental support services. The following services are provided to complement the care provided by caregivers:

- (a) Chore Services;
- (b) Housing Improvement;
- (c) Legal Assistance;
- (d) Material Aid; and
- (e) Specialized Medical Equipment, Services and Supplies.

#### Caregiver Support Grandparent Services (IIIEG Program)

At least five (5) percent, but no more than ten (10) percent, of the total Title III E funds shall be used to provide support services to grandparents and older individuals who are relative caregivers. Services for grandparents or older individuals who are relative caregivers designed to help meet their caregiving obligations include the following:

- (a) Caregiver Training/Support;
- (b) Child Day Care;
- (c) Counseling (Gerontological and Mental Health);
- (d) Education/training;
- (e) Legal Assistance;
- (f) Outreach;
- (g) Referral/Assistance;
- (h) Screening/Assessment;

- (i) Sitter; and
- (j) Transportation

## **2. Client Eligibility Requirements**

### Title III B, Supportive Services

Require that service recipients be 60 years of age or older except for Information, Caregiver Training/Support, and Education/Training services, regardless of income, assets, or ability to pay. Although services are provided at no cost, voluntary contributions are accepted. Priority for services must be targeted to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

### Title III C1, Congregate Meals

Persons eligible to participate in the congregate meals program at no cost, with the opportunity to voluntarily contribute to the cost of meals include:

1. Persons 60 years of age or older and their spouses of any age;
2. Disabled persons under 60 years of age who reside with persons over 60 years of age and accompany the eligible older client to the site;
3. Disabled persons under 60 years of age who reside in housing facilities occupied primarily by older persons and at which congregate nutrition services are provided, when the participation of such individuals does not pose a threat to the well-being of the older clients and when such participation does not prevent the participation of older persons and their spouses; and
4. Persons under 60 years of age who provide meal related volunteer services when the participation of such individuals does not prevent the participation of older persons and their spouses.

### Title III C2, Home Delivered Meals

Persons eligible to participate in the home delivered meals program at no cost, with the opportunity to voluntarily contribute to the cost of meals include:

1. Persons age 60 years or older who are disabled, homebound, and who have no one available to aid with meal preparation. Homebound means a person is unable to leave home without the assistance of another person;
2. The spouse of the recipient, regardless of age or condition; and
3. Disabled persons under age 60 years who reside with eligible clients, and are dependent on them for care.

### Title III D, Disease Prevention and Health Promotion Services

Services are targeted to individuals age sixty (60) or older. Priority will be given to individuals residing in medically underserved areas.

### Title III E, National Family Caregiver Support Program

Services are provided to family caregivers of older individuals who are 60 years of age or older and grandparents or older individuals who are relative caregivers of children not more than 18 years old or individuals with a disability. Grandparents or older individuals who are relative caregivers of children must be 55 years of age or older.

### **3. Goals, Objectives, Priorities**

The OAA Program gives preference to individuals with the greatest economic and social need, with particular attention to low-income older individuals, including those that are low-income minorities, have limited English proficiency, and older individuals residing in rural areas. Included as a special population requiring targeted outreach efforts are Lesbian, Gay, Bisexual, Transgender (LGBT) elders.

Local service providers should use expertise and sound judgment in prioritizing individuals. It may be appropriate during the screening/intake interview to inquire about sources of income, levels of financial resources, and informal support systems to explore eligibility for other types of economic or supportive services, such as Food Stamps, Supplemental Security Income, Medicaid, low income housing, or Low-Income Home Energy Assistance programs.

The Department of Elder Affairs has aligned goals and objectives with those of the Administration on Aging. The goals, and objectives established that each service provider will be measured against, are provided in SPA.

Organizations responding to this RFP must discuss how the services being proposed address the priorities, objectives and outcomes discussed above and must include strategies that will be implemented to allow them to meet and/or exceed the outcome measures SPA.

### **4. Reporting**

The OAA-Funded local service provider is required to compile Older Americans Act service delivery statistics and other data and report to the Area Agency on Aging and Department of Elder according to reporting requirements developed by the Department.

1. The Area Agency on Aging monthly reporting requirements for CIRTS require all client and service data for the previous month to be entered into CIRTS by the 7th day of the month, with the exception of HCE which must be entered by the 15th of the month, following. Information is reported in the following categories:
  - a. Consumer Demographics
  - b. Consumer Program Enrollment
  - c. Consumer Assessment Information

- d. Consumer Care Plan Information
- e. Consumer Services
2. All requests for payment reporting requirements must be submitted within the time frame established by the Area Agency on Aging. Other required reports are identified in the OAA Contract.
3. In addition to proper storage, security and preservation of source documentation, CIRTS data must also be protected. Maintenance will include valid backup and retention of electronic data on a regular basis

## **5. Confidentiality**

Responders to this bid must agree to 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.

HIPAA - Responders to this bid shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

Social Security Disclosure – Responders to this bid must also comply with all requirements of the Social Security number confidentiality and security measures as required by Section 119.071(5) F.S. Whenever possible, the provider should submit reports to the Area Agency on Aging with client identifying information using the assigned client CIRTS identification, in lieu of an individual's social security number.

## **6. Quality Assurance**

Concerted effort on the part of the service provider is expected in assuring quality of service delivery in accordance with the standards specified in the 2017 Programs and Services Handbook. The following specifics must be addressed in the SPA.

1. Participation of provider staff in required pre-service and in-service training and in all provider meetings.
2. Appeals procedures regarding denial, reduction or termination of services to clients.
3. The process, including the frequency, for determining consumer satisfaction with service delivery
4. Internal methods to assure delivery of quality services by staff and/or subcontractors

## **7. Coordination Between Agencies and Providers**

In the SPA, the responder must demonstrate how, as an OAA service provider, the Responding agency will develop linkages that will enable it to become a part of an integrated and coordinated service system that will be of greatest benefit to the

elderly. A well-coordinated community service system demands that all funded OAA resources be efficiently administered and managed in concert with other available resources. To promote the existence of a well-integrated service system, good communication and interaction between ElderSource, the OAA service provider and all other community resources is essential. The responder must give the following assurances, as applicable to the proposal being submitted:

1. Contact between ElderSource's staff and the agencies' staff shall be open and free at all times so that the necessary exchange of information and technical assistance is uninterrupted;
2. Provision of OAA services, whether directly or by subcontract, shall be in accord with standards established by DOEA and recorded in the DOEA Programs and Services Handbook;
3. Integration within the local service(s) system shall be developed and maintained. Each responder is required to demonstrate how the service(s) proposed will fit within the context of a coordinated services system; that those services will not duplicate what is already available; and/or how those services will address unmet needs.

## **8. Targeting and Outreach**

All responders will need to describe specific efforts that will be made to identify other older persons in the service area who may be in need of OAA services and how they will access programs and services after being identified. Specific targeting objectives should be addressed for the provision of services to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, older individuals residing in rural areas in accordance and LGBT elders

This may be done in cooperation with church, civic, social and medical organizations. OAA-Funded Local Service Provider staff should participate in local networks and consortiums where hospital, home health, social and medical providers are represented as these are often referral sources for high-need individuals.

## **9. Waitlist**

All responders will need to address procedures for creating and maintaining a waiting list of clients, by program and by service, and describe what efforts will be made to serve clients on the waiting list according to DOEA requirements.

## **10. Staffing**

To comply with Presidential Executive Order 12989, as amended, and State of Florida Executive Order Number 11-116, responders to this bid agree 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. Local service providers 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. Local service providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

Responders to this bid must demonstrate the ability to assign its own administrative and support staff as needed to perform the tasks, responsibilities and duties under this contract and ensure that subcontractors dedicate adequate staff accordingly.

1. Services should be available at times appropriate to meet client service needs, at a minimum during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time. The office should be reasonably accessible to persons seeking assistance and / or information; it is preferable the provider be centrally located within the Community Care Service Area, and be handicap accessible.
2. Staff responsible for performing any services funded through Older Americans Act must have the qualifications as specified in the DOEA Programs and Services Handbook.
3. OAA-Funded Local Service Providers must demonstrate they have sufficient resources, in terms of both trained staff and equipment, the ability to meet match requirements, to complete timely CIRTS data entry, data management requirements and access to electronic mail from the Department of Elder Affairs and Area Agency on Aging.
4. A successful bidder must be prepared to assume program responsibilities and service provision at 12:01 AM on the first day covered by the contract period, without interruption to existing consumers. New bidders must provide detailed plans for the transfer of equipment, files and service care plans to assure a seamless transition with no interruption of service to consumers.

## **11. Background Screening**

Responders to this bid must agree to comply with all requirements pursuant to Chapter 2010-114, Laws of Florida (L.O.F.), Sections 430.0402 and 435.01(2) Florida Statutes and applicable ElderSource Notices of Instruction.

## **12. Assessment and Screening Information**

Older persons referred for services or who request services shall be screened by service provider during an intake process. The screening process is intended to ensure that the targeted populations are given preference without excluding others from participating in service to the extent services are available.

Responders to this bid agree to use the Uniform DOEA Assessment Instrument

forms, when required. Assessment requirements vary depending on the service requested.

### **13. Disaster Preparedness and Emergency Related Service Provision**

Responders to this bid must provide, and maintain, a current DOEA required Disaster Plan to be implemented, at the direction of DOEA, in the event a disaster is declared by federal, state or local officials.

The plan minimally calls for the following measures and procedures; designation of a Disaster Coordinator and alternate; plans to receive referrals, conduct outreach and deliver services, before and after a disaster to elderly persons who may or may not be current consumers.

Current OAA-Funded service providers who have submitted their 2018 plans to their Contracts Managers do not need to resubmit as part of the service provider application process.

### **14. Consumer Grievance and Appeals Procedures**

Responders to this bid must develop, implement, and ensure that its Subcontractors have established grievance procedures to process and resolve client dissatisfaction with or denial of service(s), and 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). Information concerning consumer grievance and appeals procedures can be found in the DOEA Programs and services Handbook, Appendix D as well as the OAA Contract.

### **15. Complaint Procedures**

Responders to this bid must develop and implement complaint procedures and ensure that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in the previous paragraph. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint.

### **16. Volunteers**

Each service provider can maximize its service delivery capacity using volunteer

resources. Volunteers may be recruited, trained and utilized in many roles within the service delivery system.

1. Applications must detail in the Service Provider Application plans to recruit, train and manager their volunteer staff. Any remuneration for expenses paid to volunteers (personal liability insurance coverage, excess automobile liability protection, and/or mileage reimbursement at State of Florida approved rate of \$.445) must be stated and included in the budget pages.
2. Reporting on the number of volunteers and volunteer hours must be submitted to the AAA by January 8th annually to reflect the previous year

## **17. Outcomes/Output Measures**

The outcome measures outlined in the format section of the service provider application are the statewide initiatives legislatively mandated for the DOEA. The specific state and area-wide criteria for the outcome / output measures and numeric targets for the PSA are indicated. All OAA-Funded Local Service Providers are required to describe the strategies and actions they will use to implement and follow to meet and / or exceed the outcome / output measures as specified by DOEA.

The 2019 Service Provider Application (SPA) contains the pertinent goals and relevant outcomes all OAA-Funded Local Service Providers are responsible to address. To complete this section of the SPA, providers should respond to the questions for each goal area defined by the DOEA and Florida Legislature. Specific strategies and actions for each goal should be incorporated to address compliance and improve quality assurance.

## **18. Special Conditions**

Future unit rate increases for services for Fiscal Years 2-6 (and for any subsequent contract renewals) will be negotiated by ElderSource and the OAA-Funded Local Service Provider following submission of the Local Service Provider's Annual Service Cost Report. All unit rate increase negotiations shall be governed by state mandated policies contained in the DOEA Notice of Instruction NOTICE #: 092815-1-PC-SCBS, dated September 28, 2015, which states:

***Service Cost Reports*** – *The Contractor shall require Subcontractors to annually submit to the Contractor service cost reports, which reflect actual costs of providing each service by program. Any multi-year contracts entered into with service providers on or after the effective date of this contract shall contain a provision requiring the contract's parties to re-evaluate the contract's reimbursement rates on an annual basis. The Contractor may annually renegotiate rates based on, including but not limited to, a review of sustainability, the respective consumer price index, or current market conditions. However, it is the*

*intent of the Department that the quality of services provided to current program recipients not be reduced.*

*The AAA (Contractor) will annually review the appropriateness of its provider's rates based on a board-approved policy that considers local factors like the provider's sustainability, expected market fluctuations, or the consumer price index. Justification that evidences this review and considers the potential change in rates shall be made available upon annual monitoring or upon the Department's request.*

## **SECTION C – GENERAL INFORMATION**

### **1. Contact Person**

The contact for this Request for Proposal process is:

Nancy Tufts, VP of Planning and Programs,  
[nancy.tufts@myeldersource.org](mailto:nancy.tufts@myeldersource.org),  
(904) 391-6621

ElderSource, 10688 Old St. Augustine Road,  
Jacksonville FL 32257  
Phone: 904-391-6600, Fax: 904-391-6601

### **2. Inquiries/Cone of Silence**

**Inquiries:** Verbal and written inquiries will be accepted at the pre-proposal conference on Monday, July 9, 2018 at 2:00 PM. A summary of key questions and answers from this conference and any addenda to the Request for Proposals document will be posted on the agency's website and sent to those who have submitted the "Notice of Intent to Submit a Proposal" on Tuesday, July 10, 2018.

**Cone of Silence:** Respondents to this RFP, or persons acting on their behalf, may not discuss information specifically related to this RFP, between the release of this RFP and deadline for submission of written appeals, with any employee or officer of the Area Agency on Aging, any individual involved in evaluating proposals submitted in response to the RFP, or any employee or officer of the State of Florida concerning any aspect of this solicitation, except in writing to the contact person identified below. Violation of this provision may be grounds for rejecting a proposal.

No interpretation of the meaning of the RFP documents will be made to any proposer orally. Oral statements made by Area on Agency representatives in the pre-proposal conference may not be relied on by proposers unless such statements are included in the written summary of the conference or addendum. Failure of a proposer to receive any such addendum or summary shall not relieve said proposer from complying with the RFP documents as clarified or revised in writing. All

addenda and clarifications issued shall become part of the RFP documents.

Written inquiries will be accepted Monday, July 9, 2018. No written inquiries will be accepted after Wednesday, July 11, 2018. Written inquiries may be emailed, faxed, hand delivered or mailed to the contact person in charge of this solicitation process:

Nancy Tufts, VP of Planning and Programs,  
Email: [nancy.tufts@myeldersource.org](mailto:nancy.tufts@myeldersource.org),  
Phone: (904) 391-6639, Fax: (904) 391-6601  
Address: 10688 Old St Augustine Road, Jacksonville FL 32257

### **3. Funding Levels**

Funding for the Older Americans Act Program is contingent upon an annual appropriation from the Legislature and is therefore subject to reduction or elimination from the federal budget. The total current amount of appropriation for this planning and service area subject to bid is \$5,978,221.00 for Older Americans Act services.

### **4. Matching Requirement**

Bidders awarded funds for OAA Title IIIB, OAA Title C1, OAA Title C2 and/or OAA Title IIIE, through this solicitation process will be required to provide a match equal to, or great than, 10% of the total budget presented. The match requirement may be satisfied through a commitment of cash or in-kind resources, or combination. State General Revenue dollars from other contracts or grants may not be used as match. Appropriate matching funds based on the Lead Agency's year to date contract achievement levels must be reported monthly.

### **5. Type of Contract and Method of Payment**

Only fixed unit rate contracts will be issued. Bidders awarded funds will be reimbursed monthly for the units of service provided, at the contracted unit rate, up to the total amount of the contract. The Local Service Provider is expected to manage its budgets such that the provider is able to provide services to enrolled clients for the entire contract period without interruption. Local Service Providers shall monitor overall contract expenditure rates during the contract period. Monthly invoices submitted by the Local Service Provider is consolidated and submitted to the Department of Elder Affairs for payment. Payments are usually received within 45 to 60 days of submission.

Service and client information must be maintained in the Client Information and Registration Tracking System (CIRTS). Case management and service units must be entered in CIRTS monthly for Local Service Providers to be reimbursed.

Bidders awarded funds through this solicitation agree to maintain and provide, upon request, all programmatic, financial, and CIRT reports as required in the program and service contract. Failure to abide by these terms and conditions may result in suspension of payment and / or termination of the contract.

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

The bidder must ensure fixed rates include only those costs in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. All Requests for Payment will be processed using the Area Agency on Aging Billing System. Additional information on method of payment and the schedule of reporting is included in the Older Americans Act Contract, **Appendix I**.

## **6. Allowable Costs, Method of Cost Presentation, and Method of Payment**

### Allowable Costs

All Older Americans Act program costs must be reasonable and necessary. Local Service Providers must comply with the provisions of the Florida Single Audit Act as contained in section 215.97, Florida Statutes, if applicable.

### Method of Cost Presentation

All contract costs and unit rates must be developed using the Department of Elder Affairs Unit Cost Methodology formats as described in the Service Provider Application Format (**Appendix VIa**) and Instructions packet (**Appendix VI**). Please visit the Area Agency on Aging website to obtain related documents for completing this RFP package. (<https://www.myeldersource.org/news-for-northeast-florida-seniors/>)

Bidders must follow the Unit Cost Methodology closely and provide the Area Agency on Aging with information in sufficient detail to allow proposal reviewers to determine the appropriateness and accuracy of all identified costs and rates. The review team must be able to establish through the review of factual information submitted by each bidder that costs are allowable, reasonable and necessary. Budget notes and any additional narrative that will give the review team a clear picture of the allocation methodology followed by the bidder are recommended and bidders are encouraged to make these available.

## **7. Trade Secrets**

The Area Agency on Aging is unable to assure confidentiality of information fitting the definition of trade secrets pursuant to section 812.081 Florida Statutes. The Area Agency on Aging assumes no liability for disclosure of or use of unmarked material containing trade secrets or other confidential material and may use or

disclose the data for any purpose, and may assume the proposal was not submitted in confidence and therefore is a public record pursuant to Chapter 119, Florida Statute. The Area Agency on Aging is not obligated to agree with a proposer's claim of exemption for marked materials and, by submitting a proposal, the proposer agrees to be responsible for defending its claim that each and every portion of marked trade secrets are exempt from inspection and copying under Florida's Public Records Law. Proposer agrees that it shall protect, defend, and indemnify, including attorney fees and costs, including any appellate costs and attorney fees, the Area Agency on Aging, its officers, employees, agents, and legal counsel from any and all claims and litigation arising from or relating to proposer's claim that the marked portions of its proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

**8. Costs of Preparation of Proposal**

Any and all expenses involved in the preparation and submission of proposals in connection with this solicitation process shall be borne by the bidder(s). ElderSource assumes no liability for any cost incurred by the bidder in responding to this Request for Proposal nor for any other pre-contract costs. Current OAA providers must certify they have not used OAA program funds in preparing a response to this RFP by completing **Appendix XIII**.

**SECTION D – PROPOSAL DEADLINES**

<b>Proposal Deadlines - RFP</b>			
	<b>ACTIVITIES</b>	<b>DATE</b>	<b>TIME</b>
1.	Request for Proposal advertised, released and RFP documents available on ElderSource website. <a href="http://www.myeldersource.org">www.myeldersource.org</a>	07/02/2018	5:00 PM
2.	Pre-Proposal Conference ( <b>Not Compulsory</b> ): <i>ElderSource</i> <i>10688 Old St Augustine Road</i> <i>Jacksonville, FL 32257</i>  The Pre-Proposal Conference will include a review of RFP package, followed by a question and answer session.  <b><u>Notice of Intent to Submit a Proposal due by 5:00 PM</u></b>	07/09/2018	2:00 PM

3.	Last day for written inquiries/RFP Questions to be submitted.	07/11/2018	5:00 PM
4.	Response to written inquiries & RFP addenda available to registered bidders on the Area Agency on Aging website <i>[Insert web site address]</i>	07/13/2018	5:00 PM
5.	Last day for proposal submission at: <i>ElderSource</i> <i>10688 Old St Augustine Road</i> <i>Jacksonville, FL 32257</i>	07/23/2018	5:00 PM
6.	Proposals opened and reviewed for fatal criteria	07/24/2018	9:00 AM
7.	OAA Notice of Intent to Award announced by formal written notice	09/20/2018	5:00 PM
8.	Written appeals due	09/28/2018	5:00 PM
9.	Appeals resolved	10/24/2018	5:00 PM
10.	Announcement of final awards by formal written notice	10/26/2018	5:00 PM
11.	Transition Process Begins: Consumer notifications & file transfers	10/29/2018	8:00 AM
12.	Contract finalized and mailed	11/30/2018**	5:00 PM
13.	Transition Process Ends	12/31/2018*	5:00 PM
14.	Program operations begin for new OAA Agencies	01/01/2019	8:00 AM

## SECTION E - INSTRUCTIONS TO BIDDERS

The following pages contain general conditions a bidder must follow to submit their proposal. The RFP package must include a Table of Contents, and all pages must be numbered. The bidder should use **Appendix X** for this purpose. The Table of Contents must note the corresponding page number(s) associated with each item.

### 1. Pre-Proposal Conference

Bidders and interested parties are required to attend the pre-proposal conference, which will take place on Monday, July 9, 2018 at:

*ElderSource, 10688 Old St Augustine Road, Jacksonville FL 32257*

The conference shall start promptly at 2:00 PM.

Certified Minority Business enterprises are encouraged to participate. Please note attendance at the pre-proposal conference is a pre-requisite for acceptance of proposals.

### 2. Notice of Intent to Submit a Proposal

Information regarding any addenda to the Request for Proposals solicitation and copies of written responses to questions resulting in clarifications or addenda to the Request for Proposals, will only be sent to those bidders who submit a written Notice of Intent to Submit a Proposal (**Appendix II**) and other interested parties who request, in writing, copies of the RFP packet and any other information subsequently sent out in connection with the Request for Proposals process.

**Every entity that intends to submit a proposal must deliver the required Notice of Intent Form (Appendix II) to ElderSource at the address below no later than Monday, July 9, 2018 at 5:00 PM.**

**Failure to submit the Notice of Intent will preclude that party from submitting a proposal.**

Notice is to be submitted on or before Monday, July 9, 2018 at 5:00 PM to:

*ElderSource – RFP – Notice of Intent to Submit a Proposal  
Attn: Nancy Tufts, VP of Planning and Programs  
10688 Old St Augustine Road  
Jacksonville, FL 32257*

### 3. Acceptance of Proposal

Proposals must be received on or before Monday, July 23, 2018 at 5:00 PM.

*Attn: Nancy Tufts, VP of Planning and Programs  
Proposal for OAA Local Service Provider Designation  
10688 Old St Augustine Road  
Jacksonville, FL 32257*

No changes, modifications or additions to the proposals submitted, will be accepted after the submission deadline. However, ElderSource may seek written clarifications from proposers.

Proposals not received at either the specified place or by the specified date and time by the ElderSource clock, or both, will be rejected and returned unopened to the proposer. All times specified in this RFP are based on the ElderSource clock.

#### **4. Number of Copies Required and Submission Procedure**

Bidders are required to submit five copies of their proposal. At least one copy must contain an original signature of an official of the potential provider agency authorized to bind the provider to the agency's proposal. Additionally bidders must submit one electronic copy of the complete Service Provider Application package on a CD. Copies of proposals along with the CD containing the electronic copy must be submitted **in a sealed envelope or container**, which must be clearly marked on the outside to read:

**Proposal for OAA Local Service Provider Designation  
Submitted by: (name of bidder)**

The original of the proposal must contain, where required, the signature of an agency official authorized to do so on behalf of the bidder.

Proposals may be forwarded through certified mailed (return receipt requested) or hand delivered to ElderSource, **Attention:** Nancy Tufts, VP of Planning and Programs, 10688 Old St Augustine Road, Jacksonville FL 32257; **on or before** Monday, July 23, 2018 at 5:00 PM. Proposals cannot be faxed or e-mailed.

Proposals will be date and time stamped immediately upon receipt. Staff will open the first proposal at exactly 8:00 AM on Tuesday, July 24, 2018, at which time no further proposals will be accepted under this solicitation.

#### **5. Notice of Intent to Award**

Notice of final Intent to Award a contract shall be posted, as stipulated in the RFP Timeline, at the Area Agency on Aging office and on the Area Agency on Aging web site [www.myeldersource.org](http://www.myeldersource.org) and on any other information site for which the initial

RFP advertisement appeared. Written notice of Intent to Award will be sent to all respondents by certified mail, return receipt requested.

The Area Agency on Aging will designate as Local Service Providers and award contracts to the proposal ranked highest, using the evaluation methodology and criteria in the RFP, which represent the best offer(s) for services sought subject to the thresholds and procedures described in more detail below. **The Area Agency on Aging reserves the right to reject any and all proposals.**

## 6. Appeal Process

Appeal procedures can be found in Attachment VIII.

## 7. Contract Terms and Conditions

OAA Contracts procured through this RFP may be renewed at the end of the initial contract year for up to an additional five years subject to continued legislative appropriations and satisfactory performance.

An example of the anticipated contract and associated attachments may be found under **Appendix I** to this RFP. All bidders are instructed to read the document carefully to determine their agency's ability to meet the requirements.. Proposals must include a signed and dated Contract Terms and Conditions Affidavit (**Appendix III**) that certifies each bidder's intention to abide by all terms and conditions of the OAA Contract.

**Failure to submit a fully completed Contract Terms and Conditions Affidavit constitutes a fatal flaw and will automatically disqualify a proposal from further review and consideration.**

## 8. Bidder Checklist

**The following forms are REQUIRED and must be included in the proposal:**

1. **Administrative Assessment Checklist:** Each bidder is required to fill out this standard checklist to indicate the agency's adherence to commonly accepted fiscal and administrative policies and procedures. The checklist is **Appendix V** to the RFP.

2. **Contract Terms and Conditions:** A signed statement indicating the bidder's acceptance of all terms and conditions of the Program and Service Contract (**Appendix I**) is required. This Affidavit is included as **Appendix III** to the RFP.

3. **Statement of No Involvement:** A signed statement indicating neither the bidder, nor any person with an interest in the bidder firm had a noncompetitive contract with the Area Agency on Aging that involved any preliminary work (e.g., feasibility study or actual preparation of the RFP) prior to release of the solicitation document. This form is **Appendix IV** to the RFP.

**Failure to submit the Administrative Assessment Checklist, the Contract Terms and Conditions, and the Statement of No Involvement constitutes a fatal flaw, which will automatically disqualify any proposal from further review and consideration**

## 9. Description Of Evaluation Criteria

Each proposal will be evaluated according to the standards contained in **Appendices: VIII (Proposal Fatal Criteria) & IX (Proposal Evaluation Instrument)**. Fatal Criteria are items that require the same response from all bidders. Non-fatal criteria are items that can be responded to differently by bidders.

"Fatal" criteria require only a YES or NO response, and if not met in full, the proposal will not be considered further. The Programs and Planning committee (Board of Directors) under supervision of the person charged with oversight for this RFP will review all proposals submitted and accepted. **Proposals which receive a negative answer to any item listed in the "Fatal Criteria" section of the Evaluation Scale will be eliminated from further consideration.**

"Non-Fatal" evaluation criteria evaluate the quality and / or completeness of the bidder's response and are rated on a point scale.

To evaluate non-fatal criteria, each section of the proposal is rated as follows:

1. Individual items in each section will be rated on a point scale of 0 to 4, with 4 being the highest rating.
2. A section total is determined by adding the individual section ratings and dividing by the total number of items in that section.
3. A weight value for the section is determined by multiplying the section total by a predetermined weight assigned to that section.
4. A rating for the proposal as a whole is determined by adding the weighted values for each section.

**A MINIMUM RATING OF "TWO" IS REQUIRED UNDER THE TOTAL SCORE FOR A PROPOSAL TO BE CONSIDERED.**

The evaluation criteria have been designed to give due consideration to agencies able to demonstrate:

- Collaboration and partnerships with the ADRC and other service entities
- Experience providing the service(s)
- Ability to meet minimum service standards and contract requirements as set forth by the DOEA and Area Agency on Aging
- Ability to identify areas of need and strategies to address client outcomes
- Unit cost

Using the Proposal Evaluation Instrument (**Appendix VIII**), an RFP review and evaluation committee appointed by the Area Agency on Aging Board of Directors will evaluate all written proposals. Proposals scoring less than a minimum rating of "**Two**" will be eliminated from further consideration.

All bidders whose proposals have been reviewed and received a minimum score of "**Two**" or higher may be considered.

In addition to the Proposal Evaluation Instrument, a checklist (**Appendix X**) has been provided to assist bidders in determining if their proposal contains all required items. This document must be completed and forwarded with the RFP package. All items should be initialed noting these items are in the bidder's RFP package.

Each member of the RFP Review and Evaluation Committee is required to complete a Conflict of Interest Questionnaire to ensure they have no conflict of interest, which could interfere in the selection of a contractor. If a committee member answers "yes" to any question on the Conflict of Interest Questionnaire, their participation in the selection team must be terminated and the person must be replaced by someone without a conflict.

The AAA Board of Directors has ultimate approval of provider awarded contracts based upon the recommendations of the RFP Review and Evaluation Committee.

### **RFP Rating Sheet**

It is recommended each bidder complete a self-review of their RFP prior to submitting their response. **See Appendices VII and VIII.**

## SECTION F – SERVICE PROVIDER APPLICATION GUIDELINES

- a. **Service Provider Summary Information Page:** The Service Provider Summary Information section must be completed in its entirety, and must be signed and dated by an authorized agency official.
- b. **Program Module – General Requirements:** Detailed instructions are included for each item specific application format pages. It is helpful to use the guidelines and instructions (**Appendix V**) to complete each item. Bidders will be expected to provide, in narrative form, information that indicates an understanding of the need for, and purpose for the project, as presented in the RFP.

The proposal should include a detailed description of the program objectives pursued by the bidder, as well as an explanation of how each funded service will be provided to achieve the output and outcome measures intended by the bidder.

- c. **Contract Module – General Requirements:** Bidders must closely follow the Unit Costing Methodology and provide the Area Agency on Aging with sufficient detail to allow proposal reviewers to determine the appropriateness and accuracy of all identified costs and rates. The review team must be able to establish, through review of factual information submitted by each bidder, that costs are allowable, reasonable and necessary. Budget notes and any additional narrative to give the review team a clearer picture of the bidder’s allocation methodology are recommended to be made available.

Depending upon the method of match (cash or in-kind) to be provided by bidder, the appropriate “Commitment of Cash or In-Kind” forms must be completed. Please note the required match may be satisfied through cash or in-kind resources or a combination of both. It is helpful to use the guidelines and instructions to complete each item.

The “Availability of Documents” form identifies required documentation that must be maintained and available at the bidder’s administrative office. The form must be signed and dated by the bidder’s authorized agency official.

- d. **Organizational Capability Package (APPENDIX VIb)**

### **New Bidders Only**

The Organizational Capability Package (**Appendix VIb**) details 15 items requested from a new bidder agency. These items assist the review team in measuring the bidder’s management capabilities, financial position and experience. Bidders are urged to pay close attention to the specific requirements in **Appendix VIb** and address each item in detail.

**Transition Plan:** In the event a selected provider is not the current provider, a Transition Plan of existing clients and service management must be submitted within 20 days of bid award. Bidders must include a statement agreeing to submit their Transition Plan within 20 days of Bid award. The Area Agency on Aging must approve this Plan in advance, and it must include an implementation schedule to ensure uninterrupted service delivery.

Transition Plans must take into consideration the transfer of current client files, staffing and training plans, start-up activities, timeframes for completion, any modification of service delivery schedules and sites, and notification to clients of the new service provider agency.

If there is insufficient time for the current and new service providers to transition services so there is no disruption in service delivery, the Area Agency on Aging may choose to continue services under an emergency contract.

## SECTION G – APPENDICES

### Appendix I

#### ELDERSOURCE CONTRACT

#### OLDER AMERICANS ACT TITLE

**THIS CONTRACT** is entered into between the Northeast Florida Area Agency on Aging, Inc. d/b/a ElderSource, hereinafter referred to as "ElderSource" and, hereinafter referred to as "Provider" and collectively referred to as the "Parties." The term "Provider" for this purpose may designate a Vendor, Subgrantee or Subrecipient. The State of Florida Department of Elder Affairs is hereinafter referred to as the "Department."

#### **WITNESSETH THAT:**

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

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

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

**1. Purpose of Contract:**

The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments, 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 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 **January 1, 2018** or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **December 31, 2018**.

**4. Contract Amount:**

ElderSource agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$\_\_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.), ElderSource 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 ElderSource 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 Provider shall comply with the provisions of 45 Code of Federal Regulations (CFR) 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 Provider 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 Provider shall report any violations of the above to ElderSource.

- 6.1.3** The Provider, or agent acting for the Provider, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any state legislature. The Provider must complete all disclosure forms as required, specifically the Certification and Assurances Attachment, which must be completed and returned to the Contract Manager prior to the execution of this contract.
- 6.1.4** In accordance with Appendix II to 2 CFR Part 200, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor 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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Provider shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Provider shall complete and sign the Certifications and Assurances Attachment prior to the execution of this contract.
- 6.2** The Provider 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 ElderSource.
- 6.3** If the Provider is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax-exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Provider must notify ElderSource in writing within thirty (30) days of receiving the IRS notice of revocation.
- 6.4** The Provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 6.5** Unless exempt under 2 CFR §170.110(b), the Provider 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, Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the contract term. Provider shall include in related subcontracts a requirement that Subcontractors 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. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

**7. Compliance with State Law:**

- 7.1** This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, including Florida provisions for conflict of laws.
- 7.2** If this contract contains state financial assistance funds, the Provider shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with laws, rules, and regulations, including, but not limited to, the Reference Guide for State Expenditures.
- 7.3** The Provider shall comply with the requirements of Section 287.058, F.S. as amended.
  - 7.3.1** The Provider shall perform all tasks contained in Attachment I.
  - 7.3.2** The Provider shall provide units of deliverables, including reports, findings, and drafts, as specified in Attachment I, to be received and accepted by the contract manager prior to payment.
  - 7.3.3** The Provider shall comply with the criteria and final date by which such criteria must be met

for completion of this contract as specified in Attachment I, Section III. Method of Payment.

- 7.3.4 The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- 7.3.5 If itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this contract.
- 7.3.6 The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Provider in conjunction with this contract except for those records which are made confidential or exempt by law. The Provider's refusal to comply with this provision will constitute an immediate breach of contract for which ElderSource may unilaterally terminate this contract.

- 7.4 If clients are to be transported under this contract, the Provider 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 Provider 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 In accordance with Section 287.135 F.S., any Provider on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List (Lists), created pursuant to Section 215.473 F.S. and 215.4725, F.S., or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria, is ineligible to enter into or renew a contract with ElderSource for goods or services of \$1,000,000 or more. Pursuant to Section 287.135 F.S., ElderSource may terminate this contract if the Provider is found to have submitted a false certification of its status on the Lists or has been placed on the Lists or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria. Further, the Provider is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. The Provider shall complete and sign the Certifications and Assurances Attachment, prior to the execution of this contract.

## **8. Background Screening:**

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

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

## **9. Grievance Procedures:**

The Provider 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 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:**

- 10.1** By execution of this contract, Provider 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 ElderSource to perform the contracted services.
- 10.1.2** Upon request from ElderSource's custodian of public records, provide ElderSource a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- 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 Provider does not transfer the records to ElderSource.
- 10.1.4** Upon completion of the contract, the Provider will either transfer, at no cost to ElderSource, all public records in possession of the Provider, or will keep and maintain public records required by ElderSource. If the Provider transfers all public records to ElderSource upon completion of the contract, Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to ElderSource in a format that is compatible with the information technology systems of ElderSource.
- 10.2** ElderSource may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Provider to comply with Section 10 of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with this contract, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

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

**10688 Old St. Augustine Road  
Jacksonville, Florida 32257  
Phone: (904) 391-6600**

## **11. Audits, Inspections, Investigations:**

- 11.1** The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by ElderSource under this contract. Provider shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this contract. Whenever appropriate financial information should be related to performance and unit cost data.
- 11.2** The Provider 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 ElderSource.
- 11.3** Upon demand, at no additional cost to ElderSource, the Provider shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 11.4** The Provider shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by ElderSource.

- 11.5 At all reasonable times for as long as records are maintained, persons duly authorized by ElderSource and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Provider's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept
- 11.6 The Provider shall provide a Financial and Compliance Audit Attachment to ElderSource as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.
- 11.7 Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes. Provider further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this contract the Provider understands and will comply with this subsection.

**12. Nondiscrimination-Civil Rights Compliance:**

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

**13. Monitoring by ElderSource:**

The Provider shall permit persons duly authorized by ElderSource to inspect and copy any records, papers, documents, facilities, goods, and services of the Provider, which are relevant to this contract, and to interview any clients, employees, and Subcontractor employees of the Provider to assure ElderSource of the satisfactory performance of the terms and conditions of this contract. Following such review, ElderSource will provide a written report of its findings to the Provider, and where appropriate, the Provider shall develop a Corrective Action Plan (CAP). The Provider hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by ElderSource's Contract Manager.

**14. Provision of Services:**

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

**15. Coordinated Monitoring with Other Agencies:**

If the Provider receives funding from one or more State of Florida human service agencies, in addition to the Department of Elder Affairs, 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 of Children and Families, the Department of Health, the Agency for Persons

with Disabilities, the Department of Veterans' Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Provider shall comply and cooperate with all monitors, inspectors, and/or investigators.

**16. Indemnification:**

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

**16.1** Except to the extent permitted by Section 768.28, F.S., or other Florida law, this section 16 is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

**17. Insurance and Bonding:**

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

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

**18. Confidentiality of Information:**

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

**19. Health Insurance Portability and Accountability Act:**

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

**20. Incident Reporting:**

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

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

**21. New Contract(s) Reporting:**

The Provider shall notify ElderSource within ten (10) days of entering into a new contract with any of the remaining four (4) state human service agencies. 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; (6) Contract Manager name and contact information. In complying with this provision, and pursuant to Section 287.0575, F.S., as amended, the Provider shall complete the Provider's State Contracts List attached to this contract.

**22. Bankruptcy Notification:**

During the term of this contract, the Provider shall immediately notify ElderSource if the Provider, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Provider must also provide the following information to ElderSource: (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 Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Provider's name), ElderSource and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "ElderSource" and "State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

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

**24. Assignments:**

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

**24.3** This contract shall remain binding upon the successors in interest of either the Provider or ElderSource.

**25. Subcontracts:**

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

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

**26. Independent Capacity of Provider:**

It is the intent and understanding of the Parties that the Provider, and any of its Subcontractors, are independent Contractors and are not employees of ElderSource and shall not hold themselves out as employees or agents of ElderSource without specific authorization from ElderSource. It is the further intent and understanding of the Parties that ElderSource does not control the employment practices of the Provider and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Provider or its Subcontractors. All deductions for social security, withholding taxes, income taxes,

contributions to unemployment compensation funds and all necessary insurance for the Provider are the sole responsibility of the Provider.

**27. Payment:**

Payments shall be made to the Provider for all completed and approved deliverables (units of service) as defined in Attachment I. The Contract Manager will have final approval of the Provider's invoice submitted for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to ElderSource'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.

**28. Return of Funds:**

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

**29. Data Integrity and Safeguarding Information:**

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

**30. Computer Use and Social Media Policy**

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

**31. Conflict of Interest:**

The Provider shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Provider or Subcontractor shall participate in the selection, or in the award of a contract supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Provider or Subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors, or parties to Subcontracts. The Provider's board members and management must disclose to ElderSource 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 Provider's employees and Subcontractors must make the same disclosures described above to the Provider'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 Provider may purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Provider shall be deemed to be substituted for ElderSource insofar as dealings with PRIDE. This clause is not applicable to Subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 800-643-8459.

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

**33.3** The Provider may purchase articles that are the subject of, or required to carry out, this contract from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S. For purposes of this contract, the Provider shall be deemed to be substituted for ElderSource insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. This clause is not applicable to Subcontractors unless otherwise required by law.

**33.4** The Provider shall provide a Certified Minority Business Subcontractor Expenditure (CMBE) Report summarizing the participation of certified suppliers for the current reporting period and project to date. The CMBE Report shall include the names, addresses, and dollar amount of each certified participant, and a copy must be forwarded to the Florida Department of Elder Affairs, Division of Financial Administration and must accompany each invoice submitted to ElderSource. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Florida Department of Elder Affairs, Minority Coordinator (850-414-2134) will assist with questions and answers. 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, produced or for which ownership was purchased in the course of or as a result of work or services performed under this contract, the Provider shall refer the discovery, invention or material to the 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), as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract.

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

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

**34.3** Notwithstanding the foregoing provisions, if the Provider 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 Provider shall, within thirty (30) calendar days of the execution of this contract, submit to ElderSource's Planner, verification of an Emergency Preparedness Plan. In the event of an emergency, the Provider shall notify ElderSource of emergency provisions.

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

**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 \$5,000.00 [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 \$1,000.00 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** Providers and Subproviders 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 ElderSource upon request. The Provider shall promptly investigate, fully document and notify ElderSource's Contract Manager of any loss, damage, or theft of equipment. The Provider shall provide the results of the investigation to ElderSource's Contract Manager.

**36.3** The Provider's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, as a minimum, meet the following requirements and 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 Provider or the federal government;

**36.3.5** Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;

**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 Provider 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 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.

**36.3.12** Adequate maintenance procedures must be developed to keep the property in good condition.

**36.3.13** If the Provider 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 over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Provider [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. and 60A-1.017, F. A. C. and 2 CFR Part 200 and/or 45 CFR Part 75.

**36.5** The Provider shall not dispose of any equipment or materials provided by ElderSource, or purchased with funds provided through this contract without first obtaining the approval of ElderSource's Contract Manager. When disposing of property or equipment the Provider must submit a written request for disposition instructions to ElderSource'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 Provider's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).

**36.6** ElderSource's 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 Provider 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 ElderSource. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b 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 Provider must adhere to ElderSource'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 ElderSource upon request. The Provider has the responsibility to require any Subcontractors to comply with ElderSource's ITR procedures.

**37. PUR 1000 Form:**

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

[http://www.myflorida.com/apps/vbs/adoc/F7740\\_PUR1000.pdf](http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf)

In the event of any conflict between the PUR 1000 Form and any terms or conditions of 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 Provider or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 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 ElderSource's Contract Manager, who shall reduce the decision to writing and serve a copy on the Provider.

**40. Financial Consequences:**

If the Provider fails to meet the minimum level of service or performance identified in this contract, ElderSource will 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 Duval County, Florida.

**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 ElderSource or the Provider 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 ElderSource's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

**47. Addition/Deletion:**

The Parties agree that ElderSource 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 ElderSource to exercise or enforce any of its rights under this contract will not constitute or be deemed a waiver of ElderSource'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 Provider 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 Provider to abide

by these laws shall be deemed an event of default of the Provider, and subject the contract to immediate, unilateral cancellation of the contract at the discretion of ElderSource.

**50. Final Invoice:**

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

**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 ElderSource's operating budget.

**52. Suspension of Work:**

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

**53. Termination:**

**53.1 Termination for Convenience.** ElderSource, by written notice to the Provider, may terminate this contract in whole or in part when ElderSource determines in its sole discretion that it is in the State's interest to do so. The Provider 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 Provider shall not be entitled to recover any cancellation charges or lost profits.

**53.2 Termination for Cause.** ElderSource may terminate this contract if the Provider fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Provider shall continue work on any work not terminated. Except for defaults of Subcontractors at any tier, the Provider shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Provider. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Provider and the Subcontractor, and without the fault or negligence of either, the Provider shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Provider to meet the required delivery schedule. If, after termination, it is determined that the Provider was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of ElderSource. The rights and remedies of ElderSource in this clause are in addition to any other rights and remedies provided by law or under the contract.

**53.3** Upon termination of this contract, the Provider and Subcontractors shall, at no cost to ElderSource, transfer all public records in their possession to ElderSource 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 ElderSource in a format that is compatible with the information technology systems of ElderSource

**54. Electronic Records and Signature:**

ElderSource authorizes, but does not require, the Provider to create and retain electronic records and to use

electronic signatures to conduct transactions necessary to carry out the terms of this contract. A Provider that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, 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 Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by this contract.

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

**54.2** Upon request by ElderSource, the Provider shall provide ElderSource with non-electronic (paper) copies of records Non-electronic (paper) copies provided to ElderSource 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:**

ElderSource may substitute any ElderSource employee to serve as the Contract Manager.

***REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK***

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

a.	The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	PROVIDER
b.	The name of the contact person and street address where financial and administrative records are maintained is:	PROVIDER
c.	The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:	PROVIDER
d.	The section and location within ElderSource where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	JaLynne Santiago, Fiscal Director 10688 Old St. Augustine Road Jacksonville, FL 32257
e.	The name, address, and telephone number of the Contract Manager for this contract is:	Vanessa Boyer 10688 Old St. Augustine Road Jacksonville, FL 32257 904-394-6600
Upon change of representatives (names, addresses, and 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 – XVI 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-seven (67) page contract to be executed by their undersigned officials as duly authorized.

**PROVIDER:**

**NORTHEAST FLORIDA AREA  
AGENCY ON AGING, INC. D/B/A  
ELDERSOURCE**

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: LINDA J. LEVIN

TITLE: EXECUTIVE DIRECTOR

TITLE: CHIEF EXECUTIVE OFFICER

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Federal Tax ID:

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# ATTACHMENT I

## STATEMENT OF WORK

### *SERVICES TO BE PROVIDED*

#### A. Definitions of Terms

##### 1. Contract Acronyms

Area Agency on Aging (AAA)

Activities of Daily Living (ADL)

Administration on Aging (AoA)

Administration on Community Living (ACL)

Alliance of Information & Referral Systems (AIRS)

Assessed Priority Consumer List (APCL)

Adult Protective Services (APS)

Client Information and Registration Tracking System (CIRTS)

Chronic Disease Self-Management Education (CDSME)

Chronic Disease Self-Management Program (CDSMP)

Department of Elder Affairs (DOEA)

Dietary Reference Intake (DRI)

Evidence-Based Disease Prevention and Health Promotion (EBDPHP)

Florida Department of Business and Professional Regulations (DBPR)

Florida Department of Elder Affairs (DOEA or Department)

Florida Department of Health (DOH)

Information and Referral (I & R)

Instrumental Activities of Daily Living (IADL) National Council on Aging (NCOA)

Nutrition Services Incentive Program (NSIP) Older Americans Act (OAA)

Planning and Service Area (PSA) State of Florida (State)

Statewide Medicaid Managed Care Long-Term Care (SMMC LTC)

United States Department of Agriculture (USDA)

United States Department of Health and Human Services (USDHHS)

##### 2. Program Specific Terms

**Area Plan:** A plan developed by the AAA outlining a comprehensive and coordinated service delivery system in its PSA in accordance with Section 306 (42 U.S.C. 3026) of the OAA and Department instructions.

**Area Plan Update:** A revision to the Area Plan wherein the AAA enters OAA specific data in CIRTS. An update may also include other revisions to the Area Plan as instructed by ElderSource.

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

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

**Family Caregiver:** An adult family member, or another individual, who is an informal provider of in-home

and community care to an older individual.

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

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

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

## **B. General Description**

### **1. General Statement**

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

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

### **2. Authority**

The relevant authority governing OAA Title III and NSIP are the following:

- a. Catalog of Federal Domestic Assistance No. 93.043, 93.044, 93.045, 93.052, and 93.053;
- b. Older Americans Act of 1965, as amended 2016;
- c. Older Americans Act of 1965, as amended 2016, section 311 (42 U.S.C. § 3030a);
- d. 42 U.S.C. 303, 42 U.S.C. 604;
- e. Rule 58A-1, Florida Administrative Code (FAC); and
- f. Section 430.101, Florida Statutes (F.S.).
- g. DOEA Programs and Services Handbook, which is hereby incorporated by reference, to include any subsequent revisions, thereof.

### **3. Scope of Service**

The Provider is responsible for the programmatic, fiscal, and operational management of the OAA Title IIIB, Title IIIC1, Title IIIC2, Title IIID, Title IIIE Programs and NSIP, within its designated county or geographic area. The program services shall be provided in a manner consistent with the current ElderSource Area Plan, as updated, and the current DOEA Programs and Services Handbook, which are incorporated by reference. The Provider shall use the NSIP funding to supplement funding for food used in meals served through the OAA Program.

### **4. Major Program Goals**

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

## **C. Clients to be Served**

### **1. General Description**

The OAA Program gives preference to individuals with the greatest economic and social need, with particular attention to low-income older individuals, including those that are low-income minorities, have limited English proficiency, and older individuals residing in rural areas.

## **2. Client Eligibility**

### **a. OAA Title III**

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

### **b. NSIP**

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

### **c. OAA Title IIIB, Supportive Services**

- i.** Individuals must be age sixty (60) or older; and
- ii.** Information and Referral/Assistance services are provided to individuals regardless of age.

### **d. OAA Titles IIIC1 and IIIC2, Nutrition Services, General**

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

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

### **e. OAA Title IIIC1, Congregate Nutrition Services**

In addition to meeting the general nutrition services eligibility requirements listed in Section I.C.2.d, above, individuals must be mobile, not homebound, and physically, mentally, and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include the following:

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

### **f. OAA Title IIIC2, Home Delivered Nutrition Services**

In addition to meeting the general nutrition services eligibility requirements as listed in Section I.C.2.d, individuals must be homebound and physically, mentally, or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include the following:

- i.** Individuals age sixty (60) or older who are homebound by reason of illness, disability or isolation;
- ii.** The spouse of a homebound eligible individual, regardless of age, if the provision of the collateral meal supports maintaining the person at home;
- iii.** Individuals with disabilities, regardless of age, who reside at home with eligible individuals and are dependent on them for care; and
- iv.** Persons at nutritional risk who have physical, emotional or behavioral conditions, which would make their presence at the congregate site inappropriate; and persons at nutritional risk who are socially or otherwise isolated and unable to attend a congregate nutrition site.

### **g. OAA Title IIID, Disease Prevention and Health Promotion Services**

- i. Target individuals age sixty (60) or older; and
- ii. Priority will be given to individuals residing in medically underserved areas.

**h. OAA Title III E, Caregiver Support Services**

Eligibility for OAA Title III E, Caregiver Support Services, are as follows:

- i. Family caregivers of individuals age sixty (60) or older;
- ii. Grandparents [age fifty -five (55) or older] or older individuals [age fifty -five (55) or older] who are relative caregivers;
- iii. Priority will be given to family caregivers who provide care for individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction and for grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities; and
- iv. For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term “frail” as defined above.

**II. MANNER OF SERVICE PROVISION**

**A. Service Tasks**

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

**1. Client Eligibility Determination**

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

**2. Targeting and Screening New Clients for Service Delivery**

The Provider shall develop and implement policies and procedures consistent with OAA targeting and screening criteria.

**3. Program Services**

The Provider shall ensure the provision of program services is consistent with the current ElderSource Area Plan, as updated and approved by the Department, and the current DOEA Programs and Services Handbook.

**4. Program Eligibility Requirements**

**a. Eligibility Criteria**

Entities must meet the following criteria in order to be eligible for program participation:

- i. An agency that has received a grant under the OAA Title III [OAA section 311(42 U.S.C.3030a)]; and
- ii. A nutrition service provider that serves meals and is under the jurisdiction, control, management and audit authority of the Area Agency on Aging and the Department of Elder Affairs.

**b. Provider’s Nutrition Service Operations**

The Provider shall ensure the nutrition service operations meet the requirements of this contract, as well as any other applicable regulations and policies prescribed the current DOEA Programs and Services Handbook, the Department of Health and Human Services, USDA, DOH and local health departments, DBPR, or any other agency designated to inspect meal quality for the State.

**c. Prescribed Nutritional Requirements**

The Provider shall ensure that each meal provided under this contract meets the following criteria:

- i. Complies with the current Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the Department of Agriculture; and
- ii. Provide a minimum of 33 1/3 percent of the dietary reference intakes/adequate intakes for an age 70+ female as established by the Food and Nutrition Board of the National Academy of Sciences.

**d. Food Origin and Commodities Requirements**

Consistent with existing requirements of the Nutrition Services Incentive Program, the Provider may use NSIP cash to purchase foods of U.S. origin for their nutrition projects under Title III of the OAA. NSIP funds must be used to expand meal services to older adults.

## **B. Use of Subproviders**

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

### **1. Copies of Subcontracts**

The Provider shall submit a copy of all subcontracts to the Contract Manager within thirty days of execution of each subcontract agreement.

### **2. Monitoring the Performance of Subproviders**

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

## **C. Staffing Requirements**

### **1. Staffing Levels**

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

### **2. Professional Qualifications**

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

### **3. Service Times**

The Provider shall ensure the availability of services listed in this contract at times appropriate to meet client service needs, at a minimum during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

## **D. Deliverables**

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

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

The Provider shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. The Provider shall ensure the performance and reporting of the following services in accordance with ElderSource's current Department-approved Area Plan, the current DOEA Programs and Services Handbook, which is incorporated by reference, and Section II.A.1-4 of this contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The services include the following categories:

- a. Supportive Services (IIB Program)** - Supportive services include a variety of community-based and home-delivered services that support the quality of life for older individuals by helping them remain

independent and productive. Services include the following:

- i.** Adult Day Care/Adult Day Health Care;
- ii.** Caregiver Training/Support;
- iii.** Case Aid/Case Management;
- iv.** Chore Services;
- v.** Companionship;
- vi.** Counseling (Gerontological and Mental Health);
- vii.** Education/Training;
- viii.** Legal Assistance;
- ix.** Material Aid;
- x.** Occupational Therapy;
- xi.** Outreach;
- xii.** Personal Care;
- xiii.** Physical Therapy;
- xiv.** Shopping Assistance;
- xv.** Skilled Nursing;
- xvi.** Specialized Medical Equipment, Services, and Supplies
- xvii.** Recreation;
- xviii.** Emergency Alert Response;
- xix.** Escort;
- xx.** Health Support;
- xxi.** Home Health Aid;
- xxii.** Homemaker;
- xxiii.** Housing Improvement;
- xxiv.** Information;
- xxv.** Intake;
- xxvi.** Interpreter/Translating;
- xxvii.** Referral/Assistance;
- xxviii.** Respite Services;
- xxix.** Screening/Assessment;
- xxx.** Speech Therapy;
- xxxi.** Telephone Reassurance; and
- xxxii.** Transportation.

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

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

- i.** Congregate meals;
- ii.** Congregate meals screening;
- iii.** Nutrition education and nutrition counseling; and
- iv.** Outreach.

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

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

- i.** Home delivered meals;
- ii.** Nutrition education and counseling;
- iii.** Outreach; and
- iv.** Screening/Assessment.

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

Evidence-Based Disease Prevention and Health Promotion (EBDPHP) services have been demonstrated through evaluation to be effective for improving the health and wellbeing or reducing disease, disability

and/or injury among older adults, and proven effective with older adult population. The ACL defines EBDPHP services as meeting highest-level criteria. Only services that meet the highest-level criteria are allowable under the IID Program. EBDPHP services must be delivered in accordance with the fidelity of the program. Evidence based programs include the following:

- i.** Matter of Balance (Highest-Level);
- ii.** Active Living Every Day (Highest-Level);
- iii.** Arthritis Foundation Exercise Program (Highest-Level);
- iv.** Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis);
- v.** Arthritis Self-Management (Self Help) Program (Highest-Level);
- vi.** Brief Intervention & Treatment for Elders (BRITE) (Highest-Level);
- vii.** Chronic Disease Self-Management Program (Highest-Level);
- viii.** Chronic Pain Self-Management Program (Highest-Level);
- ix.** Diabetes Empowerment Education Program (DEEP);
- x.** Diabetes Self-Management Program (Highest-Level);
- xi.** Disease Information;
- xii.** Enhance Fitness (Highest-Level);
- xiii.** Enhance Wellness (Highest-Level);
- xiv.** Fit and Strong! (Highest-Level);
- xv.** Healthy Eating Every Day (Highest-Level);
- xvi.** Healthy Ideas (Highest-Level);
- xvii.** Healthy Moves for Aging Well (Highest Level);
- xviii.** HomeMeds (Highest-Level)
- xix.** Physical Fitness;
- xx.** Powerful Tools for Caregivers;
- xxi.** Program to Encourage Active Rewarding Lives for Seniors (PEARLS) (Highest-level);
- xxii.** Powerful Tools for Caregivers (Highest-Level);
- xxiii.** Programa de Manejo Personal de la Artritis (Highest-Level);
- xxiv.** Programa de Manejo Personal de la Diabetes (Highest-Level);
- xxv.** Stepping On;
- xxvi.** Stay Active and Independent for Life (SAIL);
- xxvii.** Tai Chi/Tai Ji Quan Moving for Better Balance (Highest-Level);
- xxviii.** Tomando Control de su Salud;
- xxix.** Un Asunto de Equilibrio; and
- xxx.** Walk with Ease.

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

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

- i.** Adult Day Care/Adult Day Health Care;
- ii.** Caregiver Training/Support;
- iii.** Counseling (Gerontological and Mental Health);
- iv.** Education/Training;
- v.** Financial Risk Reduction (Assessment and Maintenance);
- vi.** Information;
- vii.** Intake;
- viii.** Outreach;
- ix.** Powerful Tools for Caregivers;
- x.** Referral/Assistance;
- xi.** Respite Services;
- xii.** Screening/Assessment;
- xiii.** Stress-Busting Program for Family Caregivers; and
- xiv.** Transportation.

**(1) Caregiver Support Supplemental Services (IIIES Program)**

At least ten (10) percent, but no more than twenty (20) percent, of the total Title IIIIE funds shall be used to provide supplemental support services. The following services are provided to complement the care provided by caregivers:

- (a)** Chore Services;
- (b)** Housing Improvement;
- (c)** Legal Assistance;
- (d)** Material Aid; and
- (e)** Specialized Medical Equipment, Services and Supplies.

**(2) Caregiver Support Grandparent Services (IIIEG Program)**

At least five (5) percent, but no more than ten (10) percent, of the total Title IIIIE funds shall be used to provide support services to grandparents and older individuals who are relative caregivers. Services for grandparents or older individuals who are relative caregivers designed to help meet their caregiving obligations include the following:

- (a)** Caregiver Training/Support;
- (b)** Child Day Care;
- (c)** Counseling (Gerontological and Mental Health);
- (d)** Education/training;
- (e)** Legal Assistance;
- (f)** Outreach;
- (g)** Referral/Assistance;
- (h)** Screening/Assessment;
- (i)** Sitter; and
- (j)** Transportation.

**2. Provision of Services**

The Provider shall ensure the provision of the services described in the contract are in accordance with the current Department of Elder Affairs Programs and Services Handbook and the service tasks described in Section II.A.

**3. Administrative Responsibilities**

The Provider shall provide management and oversight of OAA Program operations in accordance with the current DOEA Programs and Services Handbook and ElderSource-approved Provider’s Area Plan. Management and oversight of OAA program operations include the following:

- a. Submit requested Area Plan updates to ElderSource.
- b. Review routine and special reports submitted by Subproviders and vendors.
- c. Provide technical assistance to Subproviders and vendors to ensure provision of quality services.
- d. Monitor and evaluate Subproviders and vendors for programmatic and fiscal compliance.
- e. Appropriately submit payments to Subproviders.
- f. Establish procedures for handling recipient complaints concerning such adverse actions as service termination, suspension or reduction in services.

**i. Complaint Procedures**

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

**ii. Legal Provider Grievance Procedures**

The Contracts shall ensure that legal providers have an internal grievance procedure that addresses both denial of service and complaints by clients about manner or quality of legal assistance. Grievance policies that comport with requirements of the Legal Services Corporation are sufficient to meet this standard. At a minimum, the procedure must provide applicants with:

- (1) Adequate notice of the grievance procedures;
- (2) Information on how to file a grievance or complaint, and;
- (3) An opportunity for review of the complaint by the Legal Provider’s Executive Director or the Executive Director’s designee.
- (4) The Provider may not serve in an appellate capacity or otherwise interfere in the grievance review process for legal providers. However, the Provider may request that legal providers maintain a file of complaints and statements of disposition of complaints, with redacted client identifying information, for examination by the Provider during monitoring.

- g. Ensure compliance with CIRTS regulations.
- h. Monitor performance objective achievements in accordance with targets set by ElderSource.
- i. Conduct client satisfaction surveys to evaluate and improve service delivery.

**E. Reports**

The Provider shall respond to additional routine and/or special requests for information and reports required by ElderSource in a timely manner as determined by the Contract Manager. The Provider shall establish reporting deadlines and due dates for Subproviders that permit the Provider to review and validate the data, and meet ElderSource’s reporting requirements.

**1. OAA Annual Volunteer Activity Report**

The Contractor shall submit an OAA Annual Volunteer Activity Report electronically, at the following internet address: <http://elderaffairs.state.fl.us/doea/volunteers.php>, per the report specifications provided in Attachment XV. The Annual Volunteer Activity Report must be completed and submitted by January 5, 2018.

**2. CIRTS Reports**

- a. Provider shall input OAA-specific and NSIP-specific data into CIRTS. To ensure CIRTS data

accuracy, the Provider shall use CIRTSS-generated reports which include the following:

- i. Client Reports
- ii. Monitoring Reports;
- iii. Services Reports;
- iv. Miscellaneous Reports;
- v. Fiscal Reports; and
- vi. Outcome Measurement Reports.

b. **CIRTSS Data Entry**

The Provider must enter all required data for clients and services in the CIRTSS database per the DOEA Programs and Services Handbook, ElderSource's CIRTSS Policy Guidelines and the CIRTSS User Manual—Aging Provider Network users (located in Documents on the CIRTSS Enterprise Application Services). Providers must enter this data into the CIRTSS prior to submitting their Requests for Payment and Expenditure Reports to ElderSource. The Provider shall establish deadlines for completing CIRTSS data entry and to ensure compliance with due dates for the Requests for Payment and Expenditure Reports that must be submitted to ElderSource.

c. **Monthly CIRTSS Reports**

The Provider shall run monthly CIRTSS reports and verify that client and service data entered in CIRTSS is accurate. This report must be submitted with the monthly Request for Payment and Expenditure Report and must be reviewed before the Provider's request for payment and expenditure reports can be approved by ElderSource.

**3. Area Plan Update and All Revisions Thereto**

The Provider is required to submit requested Area Plan Updates, wherein the Provider enters OAA-specific data in CIRTSS, as required by the Federal funding source.

**4. Annual Service Cost Reports**

The Provider shall submit Annual Service Cost Reports, which reflect actual costs of providing each service by program.

**5. Surplus/Deficit Report**

The Provider shall submit a Consolidated Surplus/Deficit Report, in a format provided by ElderSource to the ElderSource Contract Manager, by the 12th of each month. This Consolidated Surplus/Deficit Report is for all agreements and/or contracts between the Provider and ElderSource and must include the following:

- a. A list of all programs and their current status regarding surplus/deficit;
- b. The Provider's detailed plan on how the surplus/deficit spending exceeding the threshold specified by ElderSource will be resolved.

**6. OAA National Aging Program Information System (NAPIS) Report**

Data required for the OAA NAPIS Report that is not recorded in CIRTSS will be provided to the ElderSource Contract Manager in the format and on the date established by ElderSource.

**7. Health and Wellness Reports (if applicable)**

The Provider shall submit Monthly Programmatic Reports for EBDPHP services on the dates specified in Attachment XVI. The Contract Manager will provide an Excel spreadsheet with the following tabs: Health and Wellness (one for each month); Success Story (reported only in May); Partnership (one tab updated as needed); and a Statistical Breakdown Page.

- a. Information provided in the Monthly Programmatic Report must match CIRTSS data and the Request for Payment.

- b. The Provider shall ensure documentation is complete and adequately supports the information reported on the Monthly Programmatic Report prior to submitting a Request for Payment. The Provider will attest that it has reviewed and verified the documentation “comments” section of the Monthly Programmatic Report, and provide relevant information regarding the documentation as needed.
- c. Program documentation shall include all the following elements: Sign-In Sheet or Attendance Log; flyers or documentation demonstrating efforts to recruit participants and promote EBDPHP services provided; current facilitator certificates; copy of program license (if applicable); and any forms required by the specific program.
- d. Provider shall ensure that program documentation includes a Sign-In Sheet or Attendance Log with date, time, name of program, participant names, and name of program facilitator(s). If the Attendance Log does not include a space for participant signatures, additional program documentation must be included with participant signatures that matches the participant names and dates in the Attendance Log. Exceptions may be approved by Contract Manager. Requests must be made in writing and kept with program documentation.
- e. Participants must write and sign their name on program sign-in sheet or Attendance Log. Attendance Logs with participant names typed or written in by the same person will not be accepted as program documentation. If a participant refuses or is unable to write their own name and sign, the instructor may sign by proxy for the participant with a note on the sign-in sheet stating why it is necessary to do so (the note needs to be initialed and dated).
- f. The Provider shall abide by all program fidelity requirements of EBDPHP services. As part of its monitoring of the Provider, ElderSource will observe the delivery of EBDPHP services to ensure program fidelity. Documentation pertaining to the observation will be maintained in provider files.
- g. CDSME Workshop data must be entered into the NCOAForce database, if applicable.
- h. The Provider shall contact the Contract Manager in the event of an emergency or an exigent circumstance where the provider is unable to maintain an aspect of fidelity of the EBDPHP services (e.g., minimum or maximum number of participants) before the end of the workshop. At the discretion of the Contract Manager, the service may be reimbursed under this contract; however, if the fidelity infraction is discovered after the program has finished, during the Request for Payment Process or a desk review, the Provider may not be reimbursed for the workshop or shall be requested to reimburse ElderSource the cost of the workshop.
- i. The Provider shall collaborate and partner with organizations to extend the reach of EBDPHP services. Partnerships and collaborations may be developed with DOH; the Florida Department of Children and Families; the Department of Agriculture’s Nutrition Program; insurance companies; Centers for Disease Control and Prevention; Area Health Education Centers; local health councils; public and private universities; federally qualified health clinics; county health departments; and local Communities for a Lifetime Initiative participants. Partnerships shall be designed to stimulate innovation of new approaches and activities in EBDPHP services, development of greater capacity, and leverage other funding sources. Partnerships shall also address building and sustaining an infrastructure for the dissemination of EBDPHP services. This includes, but is not limited to, recruitment of trainers and participants, covering costs for licenses, and replicating program fidelity.
- j. The Provider shall document, and provide to ElderSource upon request, evidence of partnerships created formally through Memoranda of Agreement/Understanding. Provider will be required to keep track of partnerships in the Monthly Programmatic Report. Each month the Provider shall review and provide updates as necessary.

## **8. Program Highlights Narratives**

The Provider shall submit brief written narratives for the program highlight sections of the Department’s Summary of Programs and Services, which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that occurred in FFY 2018, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Provider shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives, to identify the specific individuals or entities that performed the activities described in the narratives. The Provider shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to ElderSource.

## **9. Congregate Meal Site and Food Service Vendor Verification Report**

The Provider shall review and verify the accuracy of the congregate meal site and food service vendor information in its county by June 1, 2018. The Contract Manager will provide the Provider an Excel spreadsheet, including required data fields, instructions for updating the file, and a “change request log” to include modified or new data.

## **10. Outreach Reports**

The Provider shall report on outreach activities at least semi-annually, or as directed by ElderSource, using a uniform reporting format established by the Provider. The format must include the following information: number and type of provider events or activities; date and location; total number of participants at each event or activity; individual service needs identified; and referral sources or information provided.

## **F. Records and Documentation**

**1.** The Provider agrees to make available to ElderSource staff and/or any party designated by the ElderSource all contract related records and documentation. The Provider shall ensure the collection and maintenance of all program related information and documentation on any such system designated by ElderSource. Maintenance includes valid exports and backups of all data and systems according to ElderSource standards. Data must be usable and in a readable format by ElderSource.

### **2. CIRTS Data and Maintenance**

The Provider shall ensure monthly collection and maintenance of client and service information in CIRTS or any such system designated by ElderSource. Maintenance includes accurate and current data, and valid exports and backups of all data and systems according to ElderSource standards.

### **3. Policies and Procedures for Records and Documentation**

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

## **G. Performance Specifications**

### **1. Outcomes and Outputs (Performance Measures)**

At a minimum, the Provider must:

- a.** Ensure the provision of the services described in this contract are in accordance with the DOEA Programs and Services Handbook and Section II.A.1-4 of this contract.
- b.** Timely and accurately submit to ElderSource all documentation and reports described in Attachment I, Section II.E.
- c.** Timely and accurately, per Attachment X, submit to ElderSource Attachments XI, and XII.
- d.** Develop and document strategies to support the Department’s and ElderSource’s standard of performance achievement, including increases for the following outcome measures:
  - i.** Percent of most frail elders who remain at home or in the community instead of going into a nursing home;
  - ii.** Percent of APS referrals who are in need of immediate services to prevent further harm who are served within seventy-two (72) hours;
  - iii.** Percentage of active clients eating two or more meals per day;
  - iv.** Percent of new service recipients whose ADL assessment score has been maintained or improved;
  - v.** Percent of new service recipients whose IADL assessment score has been maintained or improved;
  - vi.** After service intervention, the percentage of caregivers who self-report being very confident about their ability to continue to provide care; and
  - vii.** Percent of customers who are at imminent risk of nursing home placement who are served with community based services.

2. The Provider shall submit monthly reports on its performance of these measures. These reports will be reviewed and documented in ElderSource’s Annual Programmatic Monitoring Reports.

**3. Monitoring and Evaluation Methodology**

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

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled, and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor’s reports;
- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and
- j. Other procedures as deemed necessary.

**4. Performance Definitions**

“Work day” shall mean a provider’s staff member’s eight (8) hour work period, unless specifically noted otherwise “Day” shall mean a calendar day, unless specifically noted otherwise.

**H. Provider Responsibilities**

**1. Provider Unique Activities**

All tasks listed above in Section II. are solely and exclusively the responsibility of the Provider and for which, by execution of this contract, the Provider agrees to be held accountable; and

**2. Coordination with Other Providers and/or Entities**

Notwithstanding that services for which the Provider is held accountable involve coordination with other entities in performing the requirements of the contract; the failure of other entities does not alleviate the Provider from any accountability for tasks or services that the Provider is obligated to perform pursuant to this contract.

**I. ElderSource Responsibilities**

**1. ElderSource Obligations**

ElderSource may provide technical support and/or assistance to the Provider within the resources of ElderSource to assist the Provider in meeting the requirements of this contract. The support, or lack thereof, shall not relieve the Provider from full performance of contract requirements.

**2. ElderSource Determinations**

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

**III. METHOD OF PAYMENT**

**A. Payment Method Used**

Method of Payment for this contract is a combination of fixed-fee/unit rate, cost reimbursement, and advance payments, subject to the availability of funds and Provider performance. ElderSource will pay the Provider

upon satisfactory completion of the Tasks/Deliverables, as specified in Section II.D., and in accordance with other terms and conditions of the contract.

**B. Unit of Service**

**1. Fixed Fee/Unit Rate**

Provider must meet the minimum level of performance stated in the contract in order to receive payment. Payments for Fixed Fee/Unit Rates shall not exceed amounts established in Attachment XIV.

**2. Fixed Rate for NSIP Program**

Payments for NSIP Fixed rate shall not exceed the number of units of services identified below:

Service to be Provided	Unit of Service	Unit Rate
Eligible Congregate and Home Delivered Meals	1 unit = 1 meal	\$.72

**3. Cost Reimbursement**

Payment may be authorized only for allowable expenditures, per the limits specified in Attachment IX. All Cost Reimbursement Requests for Payment must include the actual Expenditure Reports beginning with the first month of the contract. The Provider must meet the minimum level of performance stated in the contract to receive payment.

The Provider agrees to distribute funds as detailed in the Area Plan Update and the Budget Summary, Attachment IX, to this contract. Any changes in the total amounts of the funds identified on the Budget Summary form require a contract amendment.

This contract allows for **Modified Spending** as noted below:

The Provider may implement Modified Spending for services listed on Attachment IX. If Modified Spending is used; the provider must submit the revised Budget Summary to ElderSource prior to use. This is to allow time for the budget changes to be made in CIRTS prior to submitting reports. **No changes in rates may be made without a request for an amendment.**

**C. Advance Payments**

The Provider may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to ElderSource by the Department (“budget release”). The Provider’s requests for advance require the approval of the ElderSource Contract Manager. The Provider shall provide the ElderSource Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed. If sufficient budget is available, ElderSource will issue approved advanced payments after January 1st of the contract year. Advance payments will not be issued for NSIP.

1. All advance payments made to the Provider shall be reimbursed to ElderSource as follows: one– tenth of the advance payment received shall be reported as an advance recoupment on each Request for Payment, starting with report number 3, in accordance with the Invoice Schedule, Attachment X to this contract.
2. Interest earned on advances must be identified separately by source of funds, state or federal. Providers shall maintain advances of federal funds in FDIC interest bearing accounts unless otherwise exception is made in accordance with 45 CFR 74.22(k). Earned interest must be returned to ElderSource at the end of each quarter of the contract period.

**D. Invoice Instructions**

Payment shall be made upon the Provider’s presentation of an invoice, following acceptance and approval by ElderSource of the deliverables shown on the invoice. The form and substance of each invoice submitted by the Contractor shall be as follows:

1. The monthly invoice shall include the units of services established in the ElderSource’s approved area Plan,

per the requirements in the DOEA Programs and Services Handbook, at the rates established in Attachment XIV to this contract. Documentation of service delivery shall include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. Any requested changes to the approved budget subsequent to the execution of the contract, must be submitted to the Contract Manager for approval. Any change to the total contract amount requires a formal amendment.

2. The Provider shall submit expenditure reports that support requests for payment and submit to ElderSource Requests for Payment (Attachment XI), Receipt and Expenditure Report (Attachment XII), and Cost Reimbursement Summary (Attachment XIII).
3. The Provider shall include with its fixed fee/unit rate portion of the invoice, the units of services provided based on rates established in Attachment XIV, number of clients, and the rates for the services provided per the requirements described in the deliverables and service tasks, and clearly state the provider name, the report month, and the invoice number.
4. All Requests for Payment shall be based on the submission of actual monthly Expenditure Reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is Invoice Schedule, Attachment X.
5. The Certified Minority Business Subcontractor Expenditures Report (Attachment VIII) is considered a deliverable and must be completed in its entirety and submitted with each invoice.
6. Final contract invoices must be submitted to ElderSource no later than February 5, 2019

#### **E. Payment Withholding**

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

#### **F. Corrective Action Plan**

1. Provider shall ensure 100% of the deliverables identified in Section II. D. 1-3 of this contract, are performed pursuant to contract requirements.
2. If at any time the Provider is notified by the ElderSource Contract Manager that it has failed to correctly, completely, or adequately perform contract deliverables identified in Section II. D. 1-3 of this contract, the Provider will have 10 days to submit a Corrective Action Plan ("CAP") to the ElderSource Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the ElderSource Contract Manager. ElderSource shall assess a Financial Consequence for Non- Compliance on the Provider as referenced in Section III.H of this contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. ElderSource will also assess a Financial Consequence for failure to timely submit a CAP.
3. If the Provider fails to correct an identified deficiency within the approved time period specified in the CAP, ElderSource shall deduct the percentage established in Section III. H. of this contract, from the payment for the invoice of the following month.
4. If Provider fails to timely submit a CAP, ElderSource shall deduct the percentage established in Section III. I. of this contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

#### **G. Financial Consequences**

ElderSource will withhold or reduce payment if the Provider fails to perform the deliverables to the satisfaction of ElderSource according to the requirements referenced in Section II.D of this contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in Section II. D. of this contract.

1. Delivery of services to eligible clients as referenced in Section II.A.2 and Section II.D.1 of this contract – Failure to comply with established assessment and prioritization criteria, as evidenced by CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first

business day following ElderSource's notification to the Provider that the identified deficiency was not cured or satisfactorily addressed in accordance with ElderSource-approved CAP, referenced in Section III. H.

2. Services and units of services as referenced in Section II.D.2 of this contract – Failure to provide services in accordance with the current DOEA Programs and Services Handbook, the service tasks described in Section II.A, ATTACHMENT IX, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following ElderSource's notification to the Provider that the identified deficiency is not cured or satisfactorily addressed in accordance with ElderSource approved CAP, referenced in Section III. H.
3. Administrative duties as referenced in Section II.D.3 of this contract – Failure to perform management and oversight of Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following ElderSource's notification to the Provider that the identified deficiency was not cured or satisfactorily addressed in accordance with ElderSource approved CAP, referenced in Section III. H.
4. Timely submission of a CAP – Failure to timely submit a CAP within 10 business days after notification of a deficiency by the DOEA Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following ElderSource's notification to the Provider that the identified deficiency was not cured or satisfactorily addressed in accordance with ElderSource approved CAP, referenced in Section III. H.
5. Exceptions may be granted solely, in writing, by the ElderSource contract manager.

#### **IV. SPECIAL PROVISIONS**

##### **A. Final Budget and Funding Revision Requests**

Final requests for budget revisions or adjustments to contract funds based on expenditures for provided services must be submitted to the Contract Manager in writing no later than December 20, 2018; email requests are considered acceptable.

##### **B. Provider's Financial Obligations**

###### **1. Matching, Level of Effort, and Earmarking Requirements**

The Provider shall match at least ten (10) percent of the cost for services funded through this contract. The Provider's match will be made in the form of cash and/or in-kind resources. The Provider shall report match by title each month. At the end of the contract period, the Provider must properly match OAA funds that require a match. The NSIP portion of this contract does not require match.

###### **2. Consumer Contributions**

Consumer contributions are to be used under the following terms:

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

###### **3. Use of Service Dollars and Management of the Assessed Priority Consumer List**

The Provider is expected to spend all federal, state, and other funds provided by ElderSource for the purpose specified in the contract. The Provider must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Provider. If ElderSource determines that the Provider is not spending service funds accordingly, ElderSource may transfer funds to other Providers during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

###### **4. Title III Funds**

The Provider assures compliance with Section 306 of the OAA, as amended in 2006, that funds received under Title III will not be used to pay any part of a cost (including an administrative cost) incurred by the Provider to maintain a contractual or commercial relationship that is not carried out to implement Title III.

### **C. Remedies for Nonconforming Services**

1. The Provider shall ensure that all goods and/or services provided under this contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Provider fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. The Provider's signature on the Request for Payment Form certifies maintenance of supporting documentation and acknowledgement that the Provider shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. ElderSource requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

### **D. Incident Reporting**

The Provider shall notify ElderSource immediately but no later than forty-eight (48) hours from the Provider's awareness or discovery of changes that may materially affect the Provider or any subprovider's ability to perform the services required to be performed under this contract. Such notice shall be made orally to the Contract Manager (by telephone) with an email to immediately follow, including the Provider's plan for provision of services required by contract.

### **E. Volunteers**

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

### **F. Enforcement**

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

**G. Investigation of Criminal Allegations**

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

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## ATTACHMENT II

### FINANCIAL AND COMPLIANCE AUDIT

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

#### **MONITORING**

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

#### **AUDITS**

##### **PART I: FEDERALLY FUNDED**

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

In the event that the provider expends \$750,000.00 or more in federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 2 to this agreement indicates federal resources awarded through ElderSource by this agreement. In determining the federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including federal resources received from ElderSource. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

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

If the provider expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the provider expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to agreements with ElderSource shall be based on the agreement’s requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to ElderSource shall be fully disclosed in the audit report with reference to the ElderSource agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with ElderSource in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider’s fiscal year end.

##### **PART II: STATE FUNDED**

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

In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 2 to this agreement indicates state financial assistance awarded through ElderSource by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from ElderSource, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), 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 provider expends less than \$750,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the provider expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

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

### **PART III: REPORT SUBMISSION**

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

ElderSource at each of the following addresses:

**ElderSource  
10688 Old St. Augustine Road  
Jacksonville, FL 32257**

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

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

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

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

**ElderSource  
10688 Old St. Augustine  
Road Jacksonville, FL 32257**

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

ElderSource at the following address:

**ElderSource  
10688 Old St. Augustine  
Road Jacksonville, FL 32257**

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

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

#### **PART IV: RECORD RETENTION**

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six (6) years from the date the audit report is issued, and shall allow ElderSource or its designee, the CFO or Auditor General Access to such records upon request. The provider shall ensure that audit working papers are made available to ElderSource, 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 ElderSource.

## ATTACHMENT II, EXHIBIT 1

### PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part §200.500, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR Part §200.38, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, Providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part §200 and/or Rule 69I-5.006, FAC, provider has been determined to be:

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

Recipient/subrecipient subject to 2 CFR Part §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 provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by ElderSource to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.5006, FAC [state financial assistance] and 2 CFR Part §200.330[federal awards].

### PART II: FISCAL COMPLIANCE REQUIREMENTS

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

#### STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR Part §200.416 – Cost Principles\*

2 CFR Part §200.201 – Administrative

Requirements\*\* 2 CFR Part §200.500 – Audit  
Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

#### NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR Part §200.400-.411 – Cost Principles\*

2 CFR Part §200.100 – Administrative

Requirements 2 CFR Part §200.500 – Audit

Requirements Reference Guide for State

Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

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

2 CFR Part §200.418 – Cost Principles\*

2 CFR Part §200.100 – Administrative

Requirements 2 CFR Part §200.500 – Audit

Requirements Reference Guide for State

Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

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

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

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

Section 215.97, Fla. Stat.

Chapter 69I-5, Fla. Admin. Code

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

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**ATTACHMENT II, EXHIBIT 2**

**FUNDING SUMMARY**

**Note:** Title 2 CFR § 200.331, as revised, and section 215.97(5), Florida Statutes, require that the information about federal programs and State Projects included in exhibit 1 be provided to the Provider. 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:**

<b>GRANT AWARD (FAIN#): 17AAFLT3SS, 17AAFLT3CM, 17AAFLT3HD, 17AAFLT3PH, 17AAFLT3FC</b>			
<b>DUNS NUMBER: 198228392</b>		<b>FEDERAL AWARD DATE: OCTOBER 20, 2017</b>	
<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CFDA</b>	<b>AMOUNT</b>
Older Americans Act Title III B – Support Services	U.S. Health and Human Services	93.044	\$0.00
Older Americans Act Title III C1 – Congregate Meals	U.S. Health and Human Services	93.045	\$0.00
Older Americans Act Title III C2 – Home Delivered Meals	U.S. Health and Human Services	93.045	\$0.00
Older Americans Act Title III D – Preventive Health	U.S. Health and Human Services	93.043	\$0.00
Older Americans Act Title III E – Caregiver Support Services	U.S. Health and Human Services	93.052	\$0.00
Older Americans Act Nutrition Services Incentive Program (NSIP)	U.S. Health and Human Services	93.053	\$0.00
<b>TOTAL FEDERAL AWARD</b>			<b>\$0.00</b>

**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**

<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CFDA</b>	<b>AMOUNT</b>
<b>TOTAL STATE AWARD</b>			

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

<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CSFA</b>	<b>AMOUNT</b>
Older Americans Act Administration	General Revenue	N/A	\$0.00
<b>TOTAL AWARD</b>			<b>\$0.00</b>

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

**STATE FINANCIAL ASSISTANCE**

Section 215.97, F.S., Chapter 69I-5, FL Admin Code, 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

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

- A. **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. **Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. **Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.**
- G. **Certification Regarding Data Integrity Compliance For Contracts, Agreements, Grants, Loans And Cooperative Agreements**
- H. **Verification of Employment Status Certification**
- I. **Records and Documentation**
- J. **Certification Regarding Inspection of Public Records**

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

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

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

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

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

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

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

amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

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

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

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

Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIA Title I – financially assisted program or activity, and to all contracts, Provider makes to carry out the WIA Title I – financially assisted program or activity. Provider understands that the United States and State of Florida/ElderSource 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.**

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

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

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

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

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

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

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of Section 287.135, F.S., Provider hereby certifies that it is not participating in a boycott of Israel, is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, F.S.

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

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

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

1. The Provider and any Subproviders of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Provider, Subproviders, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Providers will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the undersigned) and

purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Provider and any Subproviders of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

## H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with ElderSource, Provider certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Provider during the contract term to perform employment duties pursuant to this contract and that any subcontracts include an express requirement that Subproviders 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 Subprovider during the entire contract term.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

## I. RECORDS AND DOCUMENTATION

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

## J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701(4), F.S., and the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
  - a. Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of Elder Affairs)** are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does \_\_\_does not \_\_\_\_\_ provide for institutional memberships.

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

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

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

<b>Signature and Title of Authorized Representative</b>	<b>Street Address</b>
<b>Provider</b>	<b>Date</b>
	<b>City, State, Zip code</b>

**ATTACHMENT IV**  
**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

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

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

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

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

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

**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
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
7. Compare the staff composition to the population. Is staff representative of the population?	N/A	YES	NO
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
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
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
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
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
10. For in-patient services, are room assignments made without regard to race, color, national origin or disability?	N/A	YES	NO
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
11. Is the program/facility accessible to non-English speaking clients?	N/A	YES	NO
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____			
12. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal <input type="checkbox"/> Written <input type="checkbox"/> Poster <input type="checkbox"/>	N/A	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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 assure 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 <input type="checkbox"/> NO* <input type="checkbox"/>
Program Office _____		*Notice of Corrective Action Sent ___/___/___
Date _____	Telephone _____	Response Due ___/___/___
On-Site <input type="checkbox"/>	Desk Review <input type="checkbox"/>	Response Received ___/___/___

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

- 13.** Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either ElderSource or the Florida Department of Elder Affairs. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
- 14.** Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
- 15.** The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
- 16.** Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
  1. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
  2. Modify policies and practices that do not meet Section 504 requirements.
  3. Take remedial steps to eliminate any discrimination that has been identified.
  4. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
- 17.** Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
- 18.** Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
- 19.** Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
- 20.** Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52 (d).
- 21.** Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

**ATTACHMENT VI  
PROVIDER'S STATE CONTRACTS LIST**

# Provider's State Contracts List

**REPORT PERIOD:**  
From: 1/1/2018  
To: 12/31/2018

**PROVIDER INFORMATION:**

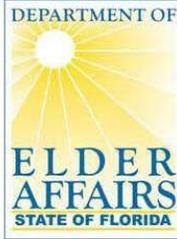
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ Email: \_\_\_\_\_  
 FEID: \_\_\_\_\_ Contact: \_\_\_\_\_

	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									\$ -
18									\$ -
19									\$ -
20									\$ -
								<b>Total</b>	

SIGNATURE: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT VII  
BACKGROUND SCREENING**



**BACKGROUND SCREENING  
Affidavit of Compliance - Employer**

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

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

**ATTESTATION:**

As the duly authorized representative of \_\_\_\_\_  
*Employer Name*

located at \_\_\_\_\_  
*Street Address City State ZIP code*

I, \_\_\_\_\_ do hereby affirm under penalty of perjury  
*Name of Representative*

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

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

STATE OF FLORIDA, COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

\_\_\_\_\_  
Notary Public



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

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

## **II. 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 MBE FORMS TO CONTRACT ADMINISTRATION & PURCHASING OFFICE

**ATTACHMENT IX  
BUDGET SUMMARY**

**ATTACHMENT X  
INVOICE SCHEDULE**

<b>Report Number</b>	<b>Based On</b>	<b>Submit to State On This Date</b>
1	January Expenditure Report	February 8
2	February Expenditure Report	March 8
3	March Expenditure Report	April 8
4	April Expenditure Report	May 8
5	May Expenditure Report	June 8
6	June Expenditure Report	July 8
7	July Expenditure Report	August 8
8	August Expenditure Report	September 8
9	September Expenditure Report	October 8
10	October Expenditure Report	November 8
11	November Expenditure Report	December 8
12	December Expenditure Report	January 8
13	Final Expenditure and Request for Payment	February 5

Note # 1: To request an advance, a letter of justification must be submitted to ElderSource as requested by the Fiscal Department

Note # 2: Report numbers 3 through 12 shall reflect an adjustment of one tenth of the total advance amount, on each of the reports, repaying advances issued the first two months of the agreement. The adjustment shall be recorded in Part C, 1 of the report (ATTACHMENT X).

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



**ATTACHMENT XI**

**EARNING SUMMARY AND PAYMENT REQUESTS**

**Earning Summary and Payment Request for OAA Title IIID**

OAA - OA3D (IIID)

Earning Summary & Payment Request

PART A Budgeted Income / Receipts	Approved Budget	Actual Receipts for this report	Funds requested, not received	Total Receipts YTD	Percent of Approved Budget	Last Reports Total Receipts YTD	Provider Agency
1. Federal Funds	\$ -	0.00	0.00	\$ -	0.00%	\$ -	Northeast Florida AHEC  Contract # Contract Period Report Period Report Number Provider CIRTS #
2. Cash Match	\$ -			\$ -	0.00%		
3. In-Kind Match	\$ -			\$ -	0.00%		
4. Program Income	\$ -			\$ -	0.00%		
5. Other non-matching Cash	\$ 0.00			\$ -	0.00%		
<b>6. Total Receipts</b>	\$ 0.00	\$ -	\$ -	\$ -	0.00%	\$ -	

PART B Budget Summary	Budgeted Units	Fed. Unit Cost(Reimb)	Match Unit Cost	Federal Funds	Match Total Cost	Total Cost	Monthly Units	Unit Adjustments For Prior Months	YTD Units	Current Month Request	Adjustments Request	YTD Fed Funds	YTD Match Funds	Last Reports Units YTD
AFEPG	0.00	\$0.00	\$ -	\$ -	\$ -	\$ -		2.00	2.00	\$ -	\$ -	\$ -	\$ -	0.00
ALEDG	0.00	\$0.00	\$ -	\$ -	\$ -	\$ -		0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00
ASMP	0.00	\$0.00	\$ -	\$ -	\$ -	\$ -		0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00
BITE	0.00	\$0.00	\$ -	\$ -	\$ -	\$ -		0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00
CDSMPG	0.00	\$0.00	\$ -	\$ -	\$ -	\$ -		1.00	1.00	\$ -	\$ -	\$ -	\$ -	0.00
DSMPG	0.00	\$0.00	\$ -	\$ -	\$ -	\$ -		0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00
EBMM	0.00	\$0.00	\$ -	\$ -	\$ -	\$ -		0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00
HEEDG	0.00	\$0.00	\$ -	\$ -	\$ -	\$ -		0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00
MEMG	0.00	\$0.00	\$ -	\$ -	\$ -	\$ -		0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00
MOBG	0.00	\$0.00	\$ -	\$ -	\$ -	\$ -		0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00
PEARLS	0.00	\$0.00	\$ -	\$ -	\$ -	\$ -		0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00
SAILG	0.00	\$0.00	\$ -	\$ -	\$ -	\$ -		0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00
AFTCP/Tai Chi	0.00	\$0.00	\$ -	\$ -	\$ -	\$ -		0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00
WWEG	0.00	\$0.00	\$ -	\$ -	\$ -	\$ -		0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00
<b>Totals</b>	<b>0</b>			\$ -	\$ -	\$ -		<b>0.00</b>	<b>1.00</b>	<b>3.00</b>	\$ -	\$ -	\$ -	\$ -

Federal Grant		\$ -	Current month request	\$0.00	<b>Explanation for Adjustments:</b>  Program Income Program Expenditures
Requested to date		\$ -	Adjustments requested	\$0.00	
Grant remaining		\$ -	Total before Advance Repay	\$0.00	
			Recoup Advances ( 1/10 per month)		
<b>Total Federal Requested</b>		<b>\$0.00</b>			
<b>Deduct Over Contract</b>					
<b>Total Federal Requested</b>		<b>\$0.00</b>			

**CERTIFICATION STATEMENT:** The undersigned certify to the following:

- The financial data reported for Program Income, Local Cash Match and Local In-kind match are in agreement with the accounting ledgers.
- The services billed in the Department of Elder Affairs Client Information Tracking System (CIRTS) for the period above have been reviewed and delivered in accordance with the provisions of the agreements.
- The provider has generated, verified and corrected the required CIRTS Reports.

Prepared By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**ATTACHMENT XII**

**REQUEST FOR REIMBURSEMENT**

Request for Reimbursement – Nutritional Services Incentive Program (NSIP)

**REQUEST FOR REIMBURSEMENT  
Nutrition Services Incentive Program**

PROVIDER NAME, ADDRESS, PHONE# and FEID#  <b>PROVIDER NAME</b> <b>COA ADDRESS</b> <b>COA ADDRESS</b>  <b>COA PHONE NUMBER</b>  <b>COA FEID#</b>	TYPE OF REPORT :  Payment Request:  Regular   XX       Final	THIS REQUEST PERIOD: <div style="background-color: #e0ffff; padding: 5px; text-align: center;"><b>January 2018</b></div> Report # 1 Contract Period 01/01/2018 To 12/31/2017 Contract # PROVIDER CONTRACT #  PSA # 4												
CERTIFICATION: I hereby certify that to the best of my knowledge the information in this report is accurate and complete and that all outlays reported herein were for purposes set forth in the contract documents.														
Prepared by: _____ Date: _____ Approved by: _____ Date: _____														
PART A: REIMBURSEMENT COMPUTATION  1. Number of Meals Served  2. Line 1 Times \$ .72 cents per Meal	<b>YEAR TO DATE</b>		<b>CURRENT MONTH</b>											
	CONGREGATE	HOME DELIVERED	CONGREGATE	HOME DELIVERED										
	<b>0</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>										
	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>										
	Year To Date Total Meals <b>0</b>		Current Month Total Meals <b>0</b>											
Year To Date Total Reimbursed <b>\$0.00</b>		Total Reimbursement Requested <b>\$0.00</b>												
PART B: CONTRACT SUMMARY  1. Approved Contract Amount  2. Previous Reimbursements Requested  3. Contract Balance  4. Amount to be Reimbursed - This Report  5. Contract Balance	<div style="text-align: right; color: red; font-weight: bold;">Prior Months Adj</div> <div style="margin-top: 20px;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td align="center" style="border-bottom: 1px solid black;"><b>\$0.00</b></td> </tr> <tr> <td></td> <td align="center" style="border-bottom: 1px solid black;"><b>\$0.00</b></td> </tr> <tr> <td></td> <td align="center" style="border-bottom: 1px solid black;">\$0.00</td> </tr> <tr> <td></td> <td align="center" style="border-bottom: 1px solid black; color: red;"><b>\$0.00</b></td> </tr> <tr> <td></td> <td align="center" style="border-bottom: 1px solid black;"><b>\$0.00</b></td> </tr> </table> </div>					<b>\$0.00</b>		<b>\$0.00</b>		\$0.00		<b>\$0.00</b>		<b>\$0.00</b>
	<b>\$0.00</b>													
	<b>\$0.00</b>													
	\$0.00													
	<b>\$0.00</b>													
	<b>\$0.00</b>													

**ATTACHMENT XIII  
COST REIMBURSEMENT SUMMARY**

			Contract #	
			Invoice Number:	
<b>Budget Category</b>		<b>Description</b>	<b>Number of units</b>	<b>Amount</b>
<b>Administration</b>				
			<b>TOTAL ADMINISTRATION</b>	\$0.00
<b>Expenses</b>				
			<b>TOTAL EXPENSES</b>	\$0.00

**ATTACHMENT XIV  
SERVICE RATE REPORT**

	<b>Program: Federally Funded</b>	<b>From 01/01/2018 to 12/31/2018</b>		
<b>Program</b>	<b>SERVICE</b>	<b>Method of Payment</b>	<b>High Reimbursement Rate</b>	<b>Unit Type</b>
ADMINISTRATION	ADMINISTRATIVE COSTS*	Cost Reimbursement	Cost Reimbursement	EPISODE
O3C1	CONGREGATE HOLIDAY/EMERGENCY SHELFMEALS	Fixed Fee/Unit Rate	\$6.63	MEAL
	CONGREGATE MEALS	Fixed Fee/Unit Rate	\$7.30	MEAL
	CONGREGATE MEALS (SCREENING)	Fixed Fee/Unit Rate	\$38.10	HOURL
	CONGREGATE MEALS FOR MANAGED LONG-TERM CARE CLIENTS	Fixed Fee/Unit Rate	\$7.30	MEAL
	NUTRITION COUNSELING - INDIVIDUAL	Fixed Fee/Unit Rate	\$59.39	HOURL
	NUTRITION EDUCATION	Fixed Fee/Unit Rate	\$4.15	EPISODE
	OUTREACH	Fixed Fee/Unit Rate	\$35.55	EPISODE
O3C2	EMERGENCY HOME DELIVERED SHELF MEALS	Fixed Fee/Unit Rate	\$7.30	MEAL
	HOME DELIVERED MEALS	Fixed Fee/Unit Rate	\$7.30	MEAL
	NUTRITION COUNSELING - INDIVIDUAL	Fixed Fee/Unit Rate	\$59.42	HOURL
	NUTRITION EDUCATION	Fixed Fee/Unit Rate	\$7.55	EPISODE
	OUTREACH	Fixed Fee/Unit Rate	\$36.12	EPISODE
	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	\$37.67	HOURL
OA3B	ADMINISTRATIVE COSTS (LAN/SETASIDE)	Cost Reimbursement	\$0.00	EPISODE
	ADULT DAY CARE	Fixed Fee/Unit Rate	\$10.15	HOURL
	CAREGIVER TRAIN/SUPPORT (GRP)	Fixed Fee/Unit Rate	\$122.67	HOURL
	CASE AIDE	Fixed Fee/Unit Rate	\$34.50	HOURL
	CASE MANAGEMENT	Fixed Fee/Unit Rate	\$43.06	HOURL
	CHORE	Fixed Fee/Unit Rate	\$28.98	HOURL
	CHORE (ENHANCED)*	Fixed Fee/Unit Rate	\$25.00	EPISODE
	COMPANIONSHIP	Fixed Fee/Unit Rate	\$20.70	HOURL
	COUNSELING (GERONTOLOGICAL) – GROUP	Fixed Fee/Unit Rate	\$122.39	HOURL
	COUNSELING (GERONTOLOGICAL) - INDIVIDUAL	Fixed Fee/Unit Rate	\$45.00	HOURL
	COUNSELING (MENTAL HEALTH COUNSELING/SCREENING) - INDIVIDUAL	Fixed Fee/Unit Rate	\$57.56	HOURL
	EDUCATION/TRAINING-GROUP	Fixed Fee/Unit Rate	\$138.95	EPISODE
	EDUCATION/TRAINING-INDIVIDUAL	Fixed Fee/Unit Rate	\$97.27	EPISODE
	EMERGENCY ALERT RESPONSE	Fixed Fee/Unit Rate	\$1.25	DAY
	ESCORT	Fixed Fee/Unit Rate	\$19.12	ONE-WAY TRIP
	HEALTH SUPPORT- GROUP	Fixed Fee/Unit Rate	\$122.67	HOURL
	HEALTH SUPPORT- INDIVIDUAL	Fixed Fee/Unit Rate	\$45.00	HOURL
	HOMEMAKER	Fixed Fee/Unit Rate	\$21.00	HOURL
	HOUSING IMPROVEMENT*	Cost Reimbursement	\$0.00	EPISODE
	INFORMATION	Fixed Fee/Unit Rate	\$12.97	EPISODE
	INTAKE	Fixed Fee/Unit Rate	\$42.75	HOURL
	INTERPRETING/TRANSLATING	Fixed Fee/Unit Rate	\$113.67	HOURL
	LEGAL ASSISTANCE	Fixed Fee/Unit Rate	\$85.05	HOURL
	MATERIAL AID*	Cost Reimbursement	\$0.00	EPISODE
	OUTREACH	Fixed Fee/Unit Rate	\$36.28	EPISODE
	PERSONAL CARE	Fixed Fee/Unit Rate	\$21.00	HOURL
	RECREATION	Fixed Fee/Unit Rate	\$30.91	HOURL
	REFERRAL/ASSISTANCE	Fixed Fee/Unit Rate	\$39.97	EPISODE
	RESPIRE IN-FACILITY	Fixed Fee/Unit Rate	\$13.00	HOURL
	RESPIRE IN-HOME	Fixed Fee/Unit Rate	\$21.00	HOURL
	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	\$42.75	HOURL
	SHOPPING ASSISTANCE	Fixed Fee/Unit Rate	\$20.32	ONE-WAY TRIP
	SPECIALIZED MEDICAL EQUIPMENT, SERVICES, AND SUPPLIES*	Cost Reimbursement	\$0.00	EPISODE
	TELEPHONE REASSURANCE	Fixed Fee/Unit Rate	\$1.85	EPISODE

	TRANSPORTATION TO MEAL SITE FOR MANAGED LONG-TERM CARE CLIENTS	Fixed Fee/Unit Rate	\$15.62	ONE-WAY TRIP
	TRANSPORTATION	Fixed Fee/Unit Rate	\$15.62	ONE-WAY TRIP
OA3D	A MATTER OF BALANCE	Fixed Fee/Unit Rate	\$3,500.00	EPISODE
	ACTIVE LIVING EVERY DAY – GROUP (EVIDENCE BASED PROGRAM)	Fixed Fee/Unit Rate	\$3,120.00	EPISODE
	ARTHRITIS FOUNDATION EXERCISE PROGRAM (EVIDENCE BASED PROGRAM)	Fixed Fee/Unit Rate	\$3,669.46	EPISODE
	ARTHRITIS FOUNDATION TAI CHI PROGRAM	Fixed Fee/Unit Rate	\$3,500.00	EPISODE
	CHRONIC DISEASE SELF-MANAGEMENT PROGRAM (EVIDENCE BASED PROGRAM)	Fixed Fee/Unit Rate	\$3,797.05	EPISODE
	DIABETES SELF-MANAGEMENT PROGRAM (EVIDENCE BASED PROGRAM)	Fixed Fee/Unit Rate	\$3,192.29	EPISODE
	HEALTHY EATING EVERY DAY - GROUP	Fixed Fee/Unit Rate	\$3,100.40	EPISODE
	STAY ACTIVE AND INDEPENDENT FOR LIFE (SAIL) (EVIDENCE BASED PROGRAM)	Fixed Fee/Unit Rate	\$118.88	EPISODE
OA3E	ADULT DAY CARE	Fixed Fee/Unit Rate	\$10.15	HOURLY
	CAREGIVER TRAIN/SUPPORT (GRP)	Fixed Fee/Unit Rate	\$142.50	HOURLY
	CAREGIVER TRAIN/SUPPORT (INDV)	Fixed Fee/Unit Rate	\$74.11	HOURLY
	COUNSELING (GERONTOLOGICAL) - GROUP	Fixed Fee/Unit Rate	\$122.39	HOURLY
	COUNSELING (GERONTOLOGICAL) - INDIVIDUAL	Fixed Fee/Unit Rate	\$47.22	HOURLY
	COUNSELING (MENTAL HEALTH COUNSELING/SCREENING) - GROUP	Fixed Fee/Unit Rate	\$122.67	HOURLY
	COUNSELING (MENTAL HEALTH COUNSELING/SCREENING) - INDIVIDUAL	Fixed Fee/Unit Rate	\$58.58	HOURLY
	EDUCATION/TRAINING - GROUP	Fixed Fee/Unit Rate	\$338.31	EPISODE
	EDUCATION/TRAINING - INDIVIDUAL	Fixed Fee/Unit Rate	\$97.27	EPISODE
	FINANCIAL RISK REDUCTION (ASSESSMENT)	Fixed Fee/Unit Rate	\$42.00	HOURLY
	FINANCIAL RISK REDUCTION (MAINTENANCE)	Fixed Fee/Unit Rate	\$41.45	HOURLY
	INFORMATION	Fixed Fee/Unit Rate	\$12.61	EPISODE
	INTAKE	Fixed Fee/Unit Rate	\$25.11	HOURLY
	OUTREACH	Fixed Fee/Unit Rate	\$35.00	EPISODE
	REFERRAL/ASSISTANCE	Fixed Fee/Unit Rate	\$38.90	EPISODE
	RESPIRE IN-FACILITY	Fixed Fee/Unit Rate	\$13.00	HOURLY
	RESPIRE IN-HOME	Fixed Fee/Unit Rate	\$21.00	HOURLY
	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	\$42.95	HOURLY
	TRANSPORTATION	Fixed Fee/Unit Rate	\$9.30	ONE-WAY TRIP
OA3EG	CAREGIVER TRAIN/SUPPORT (GRP)	Fixed Fee/Unit Rate	\$122.67	HOURLY
	CAREGIVER TRAIN/SUPPORT (INDV)	Fixed Fee/Unit Rate	\$44.96	HOURLY
	CHILD DAY CARE	Fixed Fee/Unit Rate	\$10.05	HOURLY
	COUNSELING (GERONTOLOGICAL) - GROUP	Fixed Fee/Unit Rate	\$107.39	HOURLY
	COUNSELING (GERONTOLOGICAL) - INDIVIDUAL	Fixed Fee/Unit Rate	\$46.80	HOURLY
	DIRECT PAY SITTER	Fixed Fee/Unit Rate	\$10.00	HOURLY
	EDUCATION/TRAINING - GROUP	Fixed Fee/Unit Rate	\$138.87	EPISODE
	EDUCATION/TRAINING- INDIVIDUAL	Fixed Fee/Unit Rate	\$47.81	EPISODE
	OUTREACH	Fixed Fee/Unit Rate	\$43.07	EPISODE
	REFERRAL/ASSISTANCE	Fixed Fee/Unit Rate	\$15.71	EPISODE
	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	\$32.28	HOURLY
	TRANSPORTATION	Fixed Fee/Unit Rate	\$8.57	ONE-WAY TRIP
OA3ES	CHORE	Fixed Fee/Unit Rate	\$30.60	HOURLY
	CHORE ENHANCED	Fixed Fee/Unit Rate	\$69.16	EPISODE
	HOUSING IMPROVEMENT*	Cost Reimbursement	\$0.00	EPISODE
	LEGAL ASSISTANCE	Fixed Fee/Unit Rate	\$85.41	HOURLY
	MATERIAL AID*	Cost Reimbursement	\$0.00	EPISODE
	SPECIALIZED MEDICAL EQUIPMENT, SERVICES, AND SUPPLIES*	Cost Reimbursement	\$0.00	EPISODE

\*As stipulated in contract, these services are provided on a cost reimbursement basis.

**ATTACHMENT XV**  
**OAA ANNUAL VOLUNTEER ACTIVITY REPORT SPECIFICATIONS**

**I. Categories & Definitions**

**Direct Volunteers:** volunteers who have person-to-person contact with clients, e.g., information and referral specialists, SHINE counselors, and individuals providing respite and companionship.

**Indirect Volunteers:** volunteers who coordinate, manage, or participate in specific services, programs, or activities that assist paid staff planning, implementing, and evaluating goals and objectives of an organization, e.g., speaker's bureau volunteer, data entry, board members, etc.

**Episodic Volunteers:** volunteers who participate in a specific, one-time event for a limited time, regardless of direct or indirect.

**NOTE:** A volunteer can only be counted once. Select the category (direct, indirect, or episodic) that best describes the individual volunteer and his/her volunteer work.

**Unduplicated direct or indirect volunteers:** number of volunteers who perform service activities.

**II. Survey Questions**

- i. User input: Email address
- ii. User input: Survey questions
  1. Number of unduplicated direct service volunteers.
  2. Number of unduplicated indirect service volunteers.
  3. Number of episodic volunteers engaged during the contract year.
  4. Total number of direct volunteer hours served.
  5. Total number of indirect volunteer hours served.
  6. Total number of episodic volunteer hours served.
  7. Number of clients served by volunteers.
  8. Number of volunteers 60 or older.
  9. Number of volunteers under 60.

**III. Service Categories**

Groupings for reporting the number of volunteers providing services during the data collection period (January 1 – December 31). If there are no activities during the year, enter zero.

**Adult Day Care:** non-residential facility specializing in providing activities for elderly or individuals with disabilities. Operates 10 – 12 hours per day and provides meals, social or recreational outings, and general supervision.

**Advisory Council/Board Membership:** group of experts and leaders in a particular industry who share knowledge, contacts, and leadership skills to benefit an organization; comprised of people who have no material interests in the organization other than their directorship and are responsible for a fiduciary role within the organization.

**AmeriCorps:** network of national service programs that engage members and community volunteers in intensive service to meet needs in education, public health, and the environment. This service produces volunteers who will provide direct services to clients.

**AmeriCorps Vista:** VISTA members commit to serve full-time for a year at a nonprofit organization or local government agency, working to fight illiteracy, improve health services, create businesses, strengthen community groups, and much more. This service produces volunteers who will provide direct services to clients.

**Clerical/Administration:** complex work tasks performed under direction in support of one or more persons serving in an administrative or professional capacity; completion of routine administrative tasks directly related to the work of supervisor(s).

**Companionship Programs:** programs that help elders to help other elders with their daily lives. Tasks may include grocery shopping, household chores, going out to lunch, or simply visiting the elders to keep them company.

**Congregate Meals:** service in a group setting to individuals who cannot prepare or obtain nutritionally adequate meals themselves. Meals assist individuals to maintain a nutritious diet.

**Consumer Education/Counseling:** enhances the capacity of mature consumers to navigate the increasingly complex marketplace. Consumer education programs provide significant benefits, including identification of market information, compliant and consumer redress procedures, and understanding of a technology-based consumer environment.

**Disaster Preparation/Recovery:** services in coordination with American Red Cross, FEMA, and local task forces in response or in preparation of a disaster.

**Education:** community outreach program of an academic institution that offers educational and cultural programs specifically designed to foster and support lifelong learning.

**Foster Grandparents:** provides a way for volunteers age 55 and over to stay active by serving children and youth in their communities, through tutoring and mentoring.

**Fundraising:** any service directly related to the solicitation of contributions for a committee, program, or organization.

**Health Promotion:** programs specifically for older adults in the areas of health education, physical activity, coordinated screening, and mental health.

**Home Delivered Meals:** service delivered to the homes to individuals who cannot prepare or obtain nutritionally adequate meals for themselves. Meals assist individuals to maintain a nutritious diet.

**Homemaker Programs:** programs provide in-home services to elders at-risk of premature placement in a nursing home. Clients must be 60 years of age or older.

**Home Repair:** home improvement, remodeling, or handyman work, including small odd jobs, and routine tasks.

**Information and Referral:** one on one services directing elders to appropriate programs and resources based on elders' needs and specialized knowledge of aging services within the community.

**Intergenerational:** activities or programs that increase cooperation, interaction, or exchange between any two or more generations.

**Legal Assistance:** services to elders age 60 and older, that deal with issues such as property taxes, mobile home, and other landlord tenant issues, advance directives, Medicaid eligibility, Social Security denial, and state and local welfare benefit denials.

**RSVP:** Retired Senior Volunteer Program includes a network for individuals age 55 and older who use their skills and talents in volunteer activities such as home repairs, tutoring and mentoring, and assisting victims of natural disasters.

**Recreation:** programs for older adults, including health education, physical activity, coordinated screening for physical and mental health.

**RELIEF:** Respite for Elders Living in Everyday Families offers respite services to caregivers of frail elders and those with Alzheimer's disease and related dementia.

**Respite:** service that provides a temporary break for a family member from daily caregiving responsibilities.

**Senior Companions:** volunteers provide services to elders at risk of institutionalization due to chronic illness, disability, or isolation. Services may include transportation to medical appointments, shopping assistance, meal preparation, companionship, and advocacy, as well as respite for caregivers.

**Senior Fraud Abuse Prevention Programs:** safety education and prevention strategies for elder abuse, Medicare fraud and abuse, identity theft, and programs on home safety.

**SHINE:** Serving Health Insurance Needs of Elders provides educational materials and free, unbiased insurance counseling to Florida elders, caregivers, and family members.

**Special Events:** time limited.

**Speakers' Bureau:** service that provides the right professional speaker for every type of event.

**Telephone Reassurance:** scheduled telephone calls to check on homebound elders, which may include a friendly visit via law enforcement or volunteers.

**Transportation:** service provided for older adults and individuals with disabilities including lift-equipped vehicles for wheelchair transport and medical transportation for appointments, dialysis, and chemotherapy.

**ATTACHMENT XVI**

**Title IIID Programmatic Reporting Schedule**

<b>Program Name</b>	<b>Report</b>	<b>Reporting Requirement</b>	<b>Month Services were completed/delivered</b>	<b>Reports Due Date on or before</b>
Title III D Evidence-based Disease Prevention and Health Promotion Services	Report 1	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	January	February 15
Title III D Evidence-based Disease Prevention and Health Promotion Services	Report 2	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	February	March 15
Title III D Evidence-based Disease Prevention and Health Promotion Services	Report 3	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	March	April 15
Title III D Evidence-based Disease Prevention and Health Promotion Services	Report 4	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	April	May 15
Title III D Evidence-based Disease Prevention and Health Promotion Services	Report 5	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	May	June 15
Title III D Evidence-based Disease Prevention and Health Promotion Services	Report 6	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	June	July 15
Title III D Evidence-based Disease Prevention and Health Promotion Services	Report 7	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	July	August 15
Title III D Evidence-based Disease Prevention and Health Promotion Services	Report 8	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	August	September 15
Title III D Evidence-based Disease Prevention and Health Promotion Services	Report 9	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	September	October 15
Title III D Evidence-based Disease Prevention and Health Promotion Services	Report 10	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	October	November 15
Title III D Evidence-based Disease Prevention and Health Promotion Services	Report 11	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	November	December 15
Title III D Evidence-based Disease Prevention and Health Promotion Services	Report 12	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	December	January 15

**Appendix II**

**Notice of Intent to Submit a Proposal**

**For 2019**

**Older Americans Act Local Service Provider Designation**

Date: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contract Person's Telephone Number: \_\_\_\_\_

County of Interest: \_\_\_\_\_

ELDERSOURCE USE ONLY: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_

TIME RECEIVED: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_

## APPENDIX III

### Contract Terms and Conditions Statement

In the event \_\_\_\_\_,  
(Name of Agency)

should be awarded a contract for the provision of services based on this Request for Proposals for Older Americans Act Funded Local Service Provider Designation,

\_\_\_\_\_,  
(Name of Agency)

agrees to abide by the terms and conditions of the Older Americans Act Contract and all respective attachments, including the billing and payment process.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## APPENDIX IV

### Statement of No Involvement

I, \_\_\_\_\_, as an authorized representative  
of \_\_\_\_\_, certify that no member of this agency  
nor  
any person having interest in this agency has been awarded a contract by ElderSource, on a  
noncompetitive basis to:

- (1) develop this Request for Proposals;
- (2) perform a feasibility study concerning the scope of work contained in this RFP; or
- (3) develop a program similar to what is contained in this RFP.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## APPENDIX V

### Administrative Assessment Checklist

Agency: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ No. of Employees: \_\_\_\_\_

\_\_\_\_\_ No. of Business: \_\_\_\_\_

Locations: \_\_\_\_\_

Director's Name: \_\_\_\_\_

Administrative Assessment: An assessment of your organization's managerial, financial, and administrative capabilities will be made partially on the basis of your response to the following questions. If response other than **"yes"** or **"no"** needs to be made, please reference the appropriate question and give your response on a separate page. This information must be completed and returned with your response to our Request for Proposals.

Area		Yes	No	Other
<b>Property Management</b>	Are property records which describe the equipment, including the item number, the manufacturer's model number, equipment identification number, grant or contract identification number, acquisition date, location and condition of equipment maintained?			
<b>Procurement</b>	Are written purchasing policies for procurement of supplies, equipment, construction, and other services on file?			
	Is a code of conduct, in writing, maintained which governs performance of the officers, employees or agents engaged in procurement which states that they will avoid any conflict of interest?			
<b>Accounting</b>	Are financial reports prepared monthly for internal management for internal management purposes?			
	Does an independent auditor perform a certified audit annually?			
	Are basic books of accounting maintained? (1) General Ledgers (2) Project Ledgers (3) Accounts receivable/cash receipt journal (4) Accounts payable/cash disbursement journal			
	Is there adequate segregation of duties among personnel in accounting functions listed: (1) Is payroll prepared by someone other than the timekeepers and person who deliver paychecks to employees? (2) Are duties of the bookkeeper separate from cash-related functions? (3) Is the signing of checks limited to those authorized to make disbursements and whose duties exclude posting and recording of cash received?			
<b>Revenue</b>	Are receipts recorded in a cash receipt journal by individual cost centers?			
	Is an equitable system of allocating fees and other third party payments to funding sources used when two or more sources are involved?			
	Do controls exist to ensure that all appropriate costs for eligible service provisions are billed to third party payers in a timely manner?			
	Are there guidelines for assessing fees?			
	Are these guidelines known to the bookkeeper/cashier?			
	Is every effort extended to collect fees?			
	Are uncollectible write-offs approved by a responsible official?			
	Are all checks marked "For Deposit Only" immediately upon receipt?			
<b>Expenditures</b>	Are receipts deposited on a regular basis?			
	Are expenditure entries posted by cost centers?			
	Is there a system for allocating direct cost when the project is funded by two or more sources?			
	Are there written procedures for making refunds to clients, third party payers and others?			
	If non-profit, does the agency have a tax -exempt number?			
	Are written travel policies maintained?			
	Are time and attendance records kept for all employees by program, by funding source?			
	Are Federal quarterly payroll tax forms (U.S. 941) submitted in a timely manner?			
<b>Disbursements</b>	Are individual payroll records maintained on each employee?			
	Are checks issued in pre-numbered sequential order and are all applicable check numbers accounted for?			
	Are banks notified in writing when authorized check signers terminate employment with the provider?			
	Are ledgers/journals reconciled to bank statements on a monthly basis?			
	When not in use, are checks locked in a secure cabinet?			
	Is it prohibited to make disbursements for cash receipts?			
	Are cash receipts from accounts receivable or other sources mixed with petty cash funds?			
<b>Personnel</b>	Are disbursements from petty cash documented by approved supporting invoices?			
	Are personnel policies in writing and approved by appropriate authority?			
	Are job descriptions provided to all employees at time of initial employment?			
	Are job descriptions on file for all positions?			
	Is each staff member appraised on performance, at least annually?			
Are staff members asked to review and comment on their evaluation?				

## APPENDIX VI

# **ElderSource**

## **Older Americans Act Programs**

### **Service Provider Application**

### **Guidelines and Requirements**

### **1/1/2019 – 12/31/2019 Contract Period**

The next several pages contains the programmatic instructions for the Service Provider Application to be used by Service Provider Agencies applying to receive funding under the following Older Americans Act funded titles:

- Title III-B: Supportive and Access Services
- Title III-C1: Congregate Nutrition Services
- Title III-C2: Home-Delivered Nutrition Services
- Title III-D: Preventive Health Services
- Title III-E/ES/EG: National Family Caregiver Support Program

## Program Module

### 1. Needs Assessment:

Provide clear identification of the needs of elders and caregivers in the service area. Include summary of how this information is used in the waitlist process and how funding is prioritized to serve those at greatest economic or social need.

Statistical and demographic information is attached (Target Areas-Zip Mapping Tools, County Profiles and relevant Area Plan documents) to assist the agency with determining the needs of community services with regard to low income, minority and rural characteristics. Agencies should use research from a variety of sources so that community needs can be assessed from several viewpoints. The agency's assessments of community need for services to older persons should explain why certain services are necessary and be based on the most effective use of available resources.

2. **Targeting:** Guided by the requirements of the Older Americans Act, providers are to target older consumers with the greatest economic and social need. Targeting must specify how the needs of low-income minority individuals, older individuals with limited English proficiency and older individuals residing in rural areas and LGBT elders will be served. The targeting objective shall specify the number of individuals in these groups to be served on an annual basis.

After assessing service needs of the community and carefully developing a strategy of service delivery, providers should consider the following in serving targeted populations:

- Targeted community outreach;
- Strategic location of service sites;
- Specialization in types and methods of services offered; and
- Selection of responsive and sensitive staff.

In areas where a substantial number of persons are of limited English proficiency, the services of workers who are fluent in the language spoken by a predominant number of such older individuals (i.e. Spanish, Creole, etc.) shall be provided to the greatest extent possible.

Targeting Goals are projected numbers of service recipients in the planning and service area to be provided registered services, (i.e. personal care, homemaker, chore, home delivered meals, etc.) during each year of the Contract.

To establish goals, the following must occur:

- Review of current performance achievement (current OAA-funded providers only);
- Determination of targeted areas (i.e., under-served and un-served);
- Identification of targeted population groups (older individuals below poverty level, low income/greatest economic need; older individuals living alone – greatest social need; older minority individuals; older minority individuals in residing rural areas; older individuals in residing rural areas; older individuals with limited English proficiency); LGBT elders;
- Identification of service needs; and
- Projection of the number and percentage of individuals to be served in each county during each year of the three-year area plan.

**Targeting Plan Summary** is to be submitted annually. The Targeting Plan Summary narrative consists of the provider's progress in addressing the following:

- **Identified service needs of targeted populations;**
- **Barriers or obstacles to reaching targeted individuals; and**

- **Achievement of targeting goals.**

The Outreach section of the **Targeting Plan Summary** report includes discussion of the provider's participation in community events and status of oversight of the providers' activities. Oversight includes the providers tracking of outreach efforts.

Providers are then required to submit a quarterly **Education and Outreach Targeting Data Report** (see SPA Attachment III). The report is to include the type of community events or activities; dates and locations of events; numbers of participants; identified services needed; and information or referrals provided.

Based on the identified needs in the community being served by the provider, complete the Targeting Goal Report and provide a projection of the number and percentage of consumers to be served for each identified year. The purpose of this report is to demonstrate the effectiveness of the agency's targeting efforts. It is necessary to include a Targeting Goal Report for each county served by the provider. The 2017 County Profile population data, ElderSource Area Plan Targeting Goals by County, Area Plan Population Stats and AOA 2010 Census Targeting data for low-income minority older individuals with Limited English proficiency data charts are attached to the SPA to assist your agency in the development of the Targeting Goal Report(s). Targeting efforts are required to be reported quarterly to ElderSource and monitored by ElderSource staff.

Provide an outline of outreach and education activities that will occur during each quarter of 2019. Goal achievement will be tracked on at least a quarterly basis and monitored by ElderSource staff.

**Outreach:** Outreach is face-to-face, one-to-one intervention with clients initiated by an agency for the purpose of identifying potential clients or caregivers and encouraging their use of existing and available resources. Outreach efforts shall take place in highly visible public locations or in neighborhoods identified for visiting or canvassing. Outreach activities cannot be counted for clients already receiving OAA services or other DOEA funded services. Contact shall be initiated by the outreach worker, not by the client.

Targeted Outreach is to:

- Older individuals residing in rural areas;
- Older individuals with greatest economic need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas);
- Older individuals with greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas);
- LGBT elders;
- Older individuals with severe disabilities;
- Older individuals with limited English-speaking ability;
- Older individual with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals);
- Older individuals at risk for institutional placement;
- Caregivers (CG) including:
  - Target caregivers of older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction;
  - Target grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities.
  - Target caregivers who are older individuals with greatest social need.

- Target caregivers who are older individuals with the greatest economic need (with particular attention to low-income individuals).
- Target caregivers who are older individuals who provide care to individuals with severe disabilities, including children with severe disabilities.

**Education and Training includes:**

- Speaking to groups or distributing materials to individuals at public gatherings about services and opportunities available to them within their communities;
- Providing formal or informal opportunities for individuals or groups to acquire knowledge, experience or skills, to increase awareness in such areas as crime or accident prevention, promoting personal enrichment, and to increase or gain skills in a specific craft, trade, job or occupation;
- Training individuals or groups in guardianship proceedings or older individuals if other adequate representation is unavailable can also be done; and
- Training conducted by memory disorder clinics funded under the Alzheimer’s Disease Initiative (ADI), designed to increase understanding of the disease and facilitate management of persons with AD by their caregivers and health professionals.

**Caregiver Initiative Service (Ill-E service providers only):** Provide goals, strategies and the agency’s plan of action to support the targeted caregiver requirements. The identified strategies and action steps should be specific and include names of organizations the provider partners with or plan to partner with to ensure compliance with the established outcome.

**3. Linkages:**

Describe how the agency will coordinate clients with other community providers and resources that cannot be met by the provider. This coordination should include information on how the agency will work with the Aging and Disability Resource Center (ADRC) and include a list of available community services.

**4. Eligibility and Assessment/Reassessment Process:**

Older persons referred for services or who request services shall be screened by the service provider during an intake process. The screening process is intended to ensure that the targeted populations are given preference without excluding others from participating in services to the extent they are available. The intake procedures must be non-discriminatory, appropriate to determine the individual’s need and priority for services, and applied consistently to all applicants.

(Case Management Services Only) The reassessment process must include the procedures utilized to maintain consumers assessments when clients must wait for services. Consumers are to be re-screened annually with the appropriate 701 DOEA Assessment Form.

Service Providers must be aware of the service array available in the community from both public and private agencies and organizations. When an older person cannot be served, efforts shall be made to offer an appropriate referral to another agency. ElderSource strongly encourages all providers to utilize the Aging and Disability Resource Center’s (ADRC) Helpline who maintains a comprehensive database of resources available for our community.

Referrals from the ADRC Helpline shall be responded to in a timely, effective, and appropriate manner.

- 5. System for Consumer Targeting Prioritization:** Staff should use expertise and sound judgment in prioritizing individuals. It may be appropriate during the screening/intake interview to inquire about sources of income, levels of financial resources, and informal support systems in order to explain eligibility for other types of economic or supportive services, such as Supplemental Nutrition Assistance Program (SNAP), SSI, Medicaid, Low Income Housing, or Home Energy Assistance programs. Preference for services may be given to those persons of greatest social or economic need, with particular attention to low-income older individuals, including low-income minority, older individuals with limited English proficiency, older individuals residing in rural areas, and LGBT elders if the service is available and appropriate to the specific needs of the individual.
- 6. Services:** ElderSource requires all OAA providers to complete subcontractor/vendor monitoring (program and fiscal) annually.

Additionally, please complete the "OAA Subcontract Monitoring Schedule" form included in the Service Provider Application Update package. The form must including information on all OAA Subcontract monitoring visits to be completed during the 2019 OAA contract period.

- 7. Process for Handling and Reporting Adverse Incidents, Consumer Complaints and Grievances:** Each service provider must have written grievance and complaint procedures to provide for handling consumer adverse incidents, complaints and for processing grievance appeals regarding denial, reduction or termination of core services. These procedures must include the process for receiving, reporting and remediating adverse incidents, complaints and grievances.

Service providers are required to notify ElderSource immediately (but no later than 48 hours) of unusual incidents in which the health, safety and welfare of clients is, or has been affected.

Some examples of unusual, serious and/or major incidents include, but are not limited to, the following:

- Death of a client. Notification is not required for a death determined to be from natural causes; nor the death of a hospice patient, unless staff intervention or lack of intervention contributed to the death;
- Brain or spinal damage;
- Permanent disfigurement;
- Fracture or dislocation of bones or joints;
- Any condition requiring medical attention to which the recipient has not given informed consent. This does not include transfer of a recipient to hospital because a pre-existing condition has worsened;
- Any condition that requires the transfer of the recipient, to a unit providing a more acute level of care due to the adverse incident, rather than the recipient's condition prior to the adverse incident;
- An incident which has or may affect the health and safety of a client, i.e., broken bones, severe bruising, EMS contact, etc.;
- A crime or threat which may impact or has impacted the health and safety of a client or staff member;
- Incident involving a client, law enforcement agency, DCF or other agency of authority,
- Resident elopement;
- Closure of a service site;
- Media contact regarding incident, a client or ElderSource funded services;
- Termination of a subcontractor; and,
- Any other incident of a serious or major nature

Should there be difficulty in determining if an incident qualifies as a serious or major issue or incident,

contact the ElderSource Senior Contracts Manager for a determination.

In addition, grievance process is required to inform consumers of the appeal process and must include prior written notification to the consumer of activities related to filing a grievance appeal and assistance to consumers when they desire to file a grievance/appeal. This is evidenced by a signed receipt of "Grievance Procedures" in client's file. See Appendix D, "Minimum Guidelines for Recipient Grievance Procedures" located in the **DOEA Programs and Services Handbook**.

All legal providers must provide a copy of their Grievance and Complaint Procedures reflecting pertinent Florida Bar requirements, which may supersede the grievance procedure documented in Appendix D, "Minimum Guidelines for Recipient Grievance Procedures" located in the **DOEA Programs and Services Handbook**.

- 8. Quality Assurance:** The underlying goal of service delivery is to meet the need of the older person for supportive and nutrition services. The ultimate test for service quality is the level of client satisfaction with the service as delivered, and whether the older person's perceived need for service is being met.

Each service provider must have a mechanism for objectively determining the level of client satisfaction or dissatisfaction with the services delivered.

In order to assure the delivery of quality services, provider staff must participate in pre-service and in-service training. The service provider will self-monitor and self-evaluate the quality of service delivery by its own agency staff. Additionally, ElderSource will conduct independent monitoring and evaluation of service. Survey results must be used to develop continuous quality assurance initiatives to ensure improvement of service delivery.

**9. Goals, Objectives and Performance Measures:**

In keeping with the legislatively mandated requirements for performance-based budgeting, the State of Florida Department of Elder Affairs (DOEA) has identified key goals. The Area Agencies on Aging and service provider agencies are required to develop implementation strategies to assist the Department in achieving the statewide outcome and output measures. The identified goals are:

- Enable individuals to maintain a high quality of life for as long as possible through the provision of home and community based services, including supports for family caregivers empower seniors and their caregivers to live active, healthy lives to improve their mental and physical health status
- Ensure the legal rights of seniors are protected and prevent their abuse, neglect, and exploitation Promote planning and collaboration at the community level that recognize the benefits and needs of its aging population.
- Maintain effective and responsive management.

Service providers are required to describe in detail the action steps and implementation strategies they intend to follow in order to meet and/or exceed the outcome/output measures as specified by the DOEA.

The 2019 Service Provider Application contains the pertinent Objectives and Performance Measures for which applicable service providers are responsible for. To complete this section of the SPA, providers should document the action steps required to meet each of the performance measures defined by the DOEA and the Florida State Legislature.

**10. Reporting:** Each service provider must promulgate clear and adequate procedures to collect information and compile reports. Accurate, verifiable information is essential for program, financial, and client reporting.

Providers must maintain records in sufficient detail to record services actually performed, expenditures actually made, and clients actually served. Reports submitted must be timely, accurate, and verifiable.

**11. Disaster Preparedness:** Providers are to complete this section of the SPA in order to provide a quick reference for key elements outlined in the agency's full disaster plan. The response should be written from the viewpoint of disaster preparedness not hurricane preparedness. **In addition, ElderSource is requiring all providers to submit their agency's current full disaster plan in conjunction with the SPA.**

**12. Client Confidentiality:** All providers of OAA services are responsible for maintaining confidentiality of information obtained in the delivery of services. No information about an older person, or obtained from an older person by a service provider may be disclosed in a form that identifies the person, without the informed consent of the person or of his or her legal representative, unless disclosure is required by court order, or for program monitoring by authorized federal, state, or local monitoring agencies. It should be understood by older persons that failure to provide informed consent may preclude referral to another service agency. See the DOEA Programs and Services Handbook for specific policy requirements regarding confidentiality.

HIPAA – Service providers must comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The State Department of Elder Affairs (DOEA) and the service provider recognize that each is a Business Associate of the other under the terms of HIPAA. As such, each agrees to the terms as written in the Program and Services Contract.

Social Security Number Disclosure – Service providers must comply with all requirements of the Social Security number confidentiality and security measures as required by Section 119.07 (5) F.S.

#### E-Verify Requirements

Providers must comply with all requirements pursuant to Executive Order Number 11-116 and all applicable ElderSource Instruction Memorandums (IM) related to the requirements to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by the agency.

#### Background Screening

Providers must comply with all requirements pursuant to Chapter 2010-114, Laws of Florida (L.O.F.), Sections 430.0402 and 435.01(2) Florida Statutes and applicable ElderSource Instruction Memorandum (IM).

**13. Description of Service Delivery:** The "Description of Service Delivery" section of the Service Provider Application includes subcontract information, training requirements, unit tracking methodology, and program income procedures by OAA funded service.

A "Description of Service Delivery" form must be completed for each OAA funded service provided through this grant.

To complete item "D – Activities" the **DOEA Programs and Services Handbook** should be reviewed for a description of services and to provide specific standards, record keeping and reporting requirements.

ElderSource staff will review the provider's response of the "Unit Tracking Methodology" section to ascertain if the steps to validate service units are clear and concise.

**Home Delivered Meals** – The provider's response for home delivered meals on the "Description of Service Delivery" section of the Service Provider Application must indicate if meals delivered are 'hot' or 'frozen' as defined by **the DOEA Program and Services Handbook**.

It is a requirement that OAA Adult Day Care, Congregate Dining, In-Facility Respite and Support Group Service Providers complete the attached OAA Site Information Sheet(s). Should it be necessary for a site location to change during the course of the year, the provider is to immediately notify ElderSource and amend the applicable OAA Site Information Sheet.

**Voluntary Contributions/Program Income** – Responses related to this item are to include specific information related to how your agency encourages individuals to voluntarily contribute to their service costs.

Voluntary Contributions/ Program Income documentation requests included in the SPA are to address methods your agency utilizes to ensure non-coercive voluntary contributions are allowed and solicited for all services for which funds are received under the OAA Act. As a provider you are required to ensure:

- Each recipient is provided with an opportunity to voluntarily contribute to the cost of the service;
- Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
- Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution;
- Establish appropriate procedures to safeguard and account for all contributions; and Use all collected contributions to expand the service for which the contributions were given and to supplement (not supplant) funds received under the OAA Act.

#### **Service Specific Requirements –**

- If applying for Homemaking Service, bidder will need to attach a copy of their current AHCA Homemaking Registration to the SPA
- If applying to provide Adult Day Care as a service, bidder must provide a copy of current ADC Licensure

#### **OAA Nutrition Providers**

**Nutrition Education:** Based on the Nutrition Education service description in the **DOEA Program and Services Handbook**. This activity is "regularly scheduled culturally sensitive nutrition, health, physical activity and disease prevention information."

The Handbook requires that this activity "...is provided at each site and distributed to each home delivered meal client a minimum of once a month."

The Handbook requires that "the providers Qualified Dietitian shall develop a written annual nutrition education plan that documents subject matter, presenters and materials to be used." Teaching methods and instructional materials must accommodate the older adult learner, e.g. large print

handouts, demonstrations.

The provider must maintain written documentation, for monitoring purposes that include the date of the presentation, name and title of presenter, lesson plan or curriculum, and number of persons in attendance.

All of the above DOEA requirements should be reflected in each nutrition provider's response to section II.A.14a.of the SPA.

**Nutrition Counseling:** Nutrition counseling provides individual advice and guidance to persons, who are at nutritional risk because of their poor health, nutritional history, current dietary intake, medication use or chronic illness. This service includes options and methods for improving an individual's nutrition status.

The provider must include information on their plans and method to provide nutrition counseling to at risk meal recipients with nutrition risk scores in excess of 5.5. This information should be reflected in each nutrition provider's response to section II.A.14b.of the SPA. See the DOEA Programs and Services Handbook for provider qualifications and record documentation related to this service.

**Legal Services Program Delivery:** All providers of legal services funded through the OAA are responsible for ensuring they will be compliant with recently provided DOEA legal services delivery standards. The information contained in this section of the SPA is required to provide assurance that your Agency has a plan in place to implement these newly imposed standards for legal service delivery which became effective January 2012.

The legal services delivery standards seek to provide a clear definition, program standards and program qualifications for the legal services. In order to ensure compliance with these standards, the SPA requires detailed descriptions be provided for targeting and prioritizing consumers based on local community needs; and working with the Senior Legal Helpline to better address consumer legal needs.

SPA Appendix Documents: Providers are requested to provide various policies and procedures, along with relevant forms in conjunction with submission of this Service Provider Application Update. ***Please be sure to list each item included in the SPA Appendix as an "Attachment" on the SPA submission as part of the "Table of Contents".***

**SPA Program Evaluation Instrument:** The SPA Program Evaluation Instrument is to be updated to reflect page numbers for each requirement.

## **Contract Module**

### **General Requirements:**

The **Contract Module** is comprised of the Department of Elder Affairs **Unit Cost Development Worksheets**, the **Transfer Between Titles Worksheet** (OAA Nutrition Providers only), the **Match Commitment** pages, the **Availability of Documents** page, and the **Contract Module Review Checklist**. All formats and detailed instructions are included in the SPA documents forwarded to each provider. All Contract Module documentation must be completed using the required Excel worksheets. The Excel worksheets include formulas and links intended to assist the provider. These formulas and links should not be overwritten or altered. It is important that the provider become familiar with the spreadsheets before beginning the unit cost development process.

The Area Agency on Aging reserves the right to request additional documentation, if any of the information presented in the **Contract Module** is considered to be incomplete or inadequate. The provider should include additional documentation wherever clarification is needed.

**Item II.B.1. – Personnel Allocations Worksheet:**

The **Personnel Allocations Worksheet** is located in the Excel workbook titled “2019 OAA Contract Module Worksheets.” This spreadsheet is the first of the three **Unit Cost Development Worksheets** to be completed by the provider. The **Personnel Allocations Worksheet** develops the staff time allocations for each DOEA funded service. It is intended to include all staff positions within the provider’s agency. The allocation of staff time must be based on recent time studies or other accurate and verifiable documentation.

**Item II.B.2. – Unit Cost Worksheet:**

The **Unit Cost Worksheet** is located in the Excel workbook titled “2019 OAA Contract Module Worksheets.” This spreadsheet is the second of the three **Unit Cost Development Worksheets** to be completed by the provider. The **Unit Cost Worksheet** develops an “agency-wide” unit rate for each DOEA funded service. It is intended to include all of the agency’s budgeted costs for the proposed annual period no matter what the funding source.

Personnel wages for each service are linked to the **Personnel Allocations Worksheet**. Personnel benefits are calculated by formula, unless more accurate manual allocations are documented and made. Specific cost categories for other budgeted costs are identified. Budgeted costs that can be directly charged to a service should be manually included. Budgeted costs that apply to all services can be included and allocated by formula using the “Management & General Cost Pool” and the “Facilities & Maintenance Cost Pool.”

The **Unit Cost Worksheet** develops an “agency-wide” or “total” unit rate by taking the total budgeted cost for each service, and dividing this cost by the proposed “agency-wide” or “total” units to be achieved during the contract period. This total unit rate becomes the basis for the provider’s proposed unit rate for the services funded by the Area Agency.

**Item II.B.3. – Supporting Budget Schedule By Program Activity:**

The **Supporting Budget Schedule By Program Activity Worksheet** is located in the Excel workbook titled “2019 OAA Contract Module Worksheets.” This spreadsheet is the third of the three **Unit Cost Development Worksheets** to be completed by the provider. The **Supporting Budget Schedule By Program Activity Worksheet** develops the “adjusted cost per unit of service” for each service funded by the Area Agency. It is intended to include any required match and other resources that may affect the proposed unit rate. Provide a separate Supporting Budget Schedule by Program Activity Worksheet for each OAA fund source (i.e. III-B, C-1, C-2, and III-E).

Unlike the first two worksheets, the **Supporting Budget Schedule By Program Activity Worksheet** reflects only the proposed units and funding available for the specific program and services funded by ElderSource. It is not an “agency-wide” spreadsheet. The unit rate developed on the **Unit Cost Worksheet** is linked to the **Supporting Budget Schedule By Program Activity Worksheet** for each funded service. This rate is then “adjusted” for match (10% required), client co-payments, program income, or other resources contributed by the provider. These factors and the allocation determined by the Area Agency will result in the proposed units to be achieved and the proposed unit rate.

Nutrition providers may request a transfer of funds between titles (III-B, C1 and C2) at the time the SPA is submitted rather than waiting until a later date in the contract year. If a transfer between titles is reflected on two or more of the **Supporting Budget Schedule By Program Activity Worksheets**, then an **OAA Transfer Between Titles Worksheet** must also be submitted as part of Section II.B.3. This

worksheet is available in the SPA documents forwarded to each provider. All transfers between titles must be within allowable percentages, as shown on the worksheet, and are subject to approval by DOEA.

**Item II.B.4-9. - Match Commitments:**

The Match Commitment pages are located in the SPA document. These pages are provided to assist the provider in documenting the required match. The required match is 10% of the total budgeted funds (calculated by taking the Area Agency on Aging allocation and dividing by 90%). Match is required for each funded program, with the exception of IIID. The required match can be cash or in-kind.

**Item II.B.10. – Availability of Documents:**

The Availability of Documents is located in the SPA document. The Availability of Documents identifies required documentation that must be maintained and available at the provider's administrative office. If requested, the documentation must be accessible for review by the Area Agency.

**Item II.B.11. – Managing Unit Achievement Levels:**

Service providers are required by contract to manage unit achievement levels and service dollars in such a manner as to avoid having a wait list and a surplus of funds at the end of the contract period. Service providers are also required to ensure that 100% of the projected deliverables are performed, and that active clients will receive services throughout the contract period.

Service providers must describe the methods used to manage contract unit achievement levels on a monthly basis, as well as provide samples of any written policies and procedures, and tools, used to monitor unit achievement levels.

**Item II.B.12. – SPA Contract Module Review Checklist:**

The **SPA Contract Module Review Checklist** is to be completed indicating that each Contract Module Requirement is included and the page location for each item.

## APPENDIX VIa

# **ElderSource**

## **Older Americans Act Programs**

### **Service Provider Application Format**

### **1/1/2019 – 12/31/2019 Contract Period**

#### **SECTION I. PROGRAM MODULES**

The next several pages contain the format to be used by providers applying to receive funding under the following Older Americans Act funded titles:

- Title III-B: Supportive and Access Services
- Title III-C1: Congregate Nutrition Services
- Title III-C2: Home-Delivered Nutrition Services
- Title III-D: Preventive Health Services
- Title III-E/ES/EG: National Family Caregiver Support Program

## Service Provider Summary Information

<p><b>1. PROVIDER INFORMATION:</b>          Executive Director:          [Name/Address/Phone]</p> <p>Legal Name of Agency:</p> <p>Mailing Address:</p> <p>Telephone Number:</p>	<p><b>2. GOVERNING BOARD CHAIR:</b>          [Name/Address/Phone]</p> <p>Name of Grantee Agency:</p> <p><b>3. ADVISORY COUNCIL CHAIR:</b>          (if applicable)          [Name/Address/Phone]</p>
<p><b>4. TYPE OF AGENCY/ORGANIZATION:</b></p> <p>NOT FOR PROFIT:     ___ PRIVATE                                    ___ PUBLIC</p> <p>PRIVATE FOR PROFIT: ___</p>	<p><b>5. PROPOSED FUNDING PERIOD:</b>  <u><b>01/01/2019 – 12/31/2019</b></u></p> <p>A. New Applicant ___          B. Continuation ___</p>
<p><b>6. FUNDS REQUESTED:</b></p> <p><input type="checkbox"/> OAA Title IIIB  <input type="checkbox"/> OAA Title III-C1  <input type="checkbox"/> OAA Title III-C2  <input type="checkbox"/> OAA Title IIID  <input type="checkbox"/> OAA Title IIIE  <input type="checkbox"/> OAA Title IIIEG  <input type="checkbox"/> OAA Title IIIES</p>	
<p><b>7. SERVICE AREA:</b></p> <p><input type="checkbox"/> Single County  <input type="checkbox"/> Selected Communities of a County: Specify  <input type="checkbox"/> Multiple Counties: List</p>	
<p><b>8. ADDRESS FOR PAYMENT OF CHECKS ITEM #:</b> <input type="checkbox"/> #1    <input type="checkbox"/> #2</p>	
<p><b>9. CERTIFICATION BY AUTHORIZED AGENCY OFFICER:</b></p> <p>I hereby certify that the contents of this document are true, accurate and complete statements. I acknowledge that intentional misrepresentation or falsification may result in the termination of financial assistance.</p> <p>Name: _____ Signature: _____</p> <p>Title: _____ Date: _____</p>	

## I. Needs Assessment

Describe the methods used to determine service needs of elders and caregivers in the area. Include a summary of the process and use of waiting list information. The summary must also include a description of the method employed to assess needs and prioritize funding. Include consumer profile information along with population statistics for the area being served.

NOTE: The population statistic target areas and mapping tools are included as an attachment to the Service Provider Application (see **Attachment I**). These charts are provided to assist providers in the development of their goals, strategies, and action steps for this section.

## II. Targeting

Specify how the service needs of low-income, minority individuals, older individuals with limited English proficiency and older individuals residing in rural areas will be satisfied. If your agency provides services in multiple counties, describe how these targeted populations will be reached and served in each county.

- 1) Detail all 2019 Targeting Plan outreach activities by quarter. (Include types of community events/activities, approximate dates and locations, and numbers of anticipated participants). Include methods for ensuring the provision of outreach is targeted to the populations most in need of services.
- 2) Detail all 2019 Targeting Plan educational activities by quarter. (Include types of community events/activities, approximate dates and locations, and numbers of anticipated events). Include methods for ensuring the provision of education/training is targeted to the populations most in need of services. *Please note: Providers are required to submit to ElderSource a quarterly "Education and Outreach Targeting Data Report".*

### Caregivers Initiative Service (III-E) Service Providers Only:

Provide the goals, strategies, and action steps your agency will complete in support of the following five Title III-E Targeting Plan objectives as established by the DOEA. Be specific in your outlined strategies and action steps. Include names of organizations and frequency of participation planned to reach the established goals.

- 1) Target caregivers of older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction.
- 2) Target grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities.
- 3) Target caregivers who are older individuals with greatest social need.
- 4) Target caregivers who are older individuals with the greatest economic need (with particular attention to low-income individuals).

5) Target caregivers who are older individuals who provide care to individuals with severe disabilities, including children with severe disabilities.

\*NOTE: 2018 County Targeting Goals (**Attachment XV**) are included as an attachment to assist providers in the development of their goals, strategies, and action steps for this section. County Profile information can be found at [http://elderaffairs.state.fl.us/doea/pubs/stats/County\\_2017\\_projections/florida\\_map.html](http://elderaffairs.state.fl.us/doea/pubs/stats/County_2017_projections/florida_map.html).

### **III. Linkages**

- a. Describe how clients are linked to other community providers and/or resources when service needs cannot be met by your agency.
- b. Provide a list of community elder resources available in the service area.

### **IV. Eligibility And Assessment/Reassessment Process (When Applicable To The Service)**

- a. Targeting and screening at risk seniors for eligibility for DOEA funded programs.
- b. Using all other available alternative resources for consumer services prior to using general revenue or federal funds.
- c. Ensuring that assessments and reassessments are completed in a timely manner and entered accurately into CIRTS if applicable).

### **V. Describe System For Consumer Targeting Prioritization**

- a. Include a "Targeting Plan Summary" narrative of the agency's targeting methodology which is to include:
  - 1) Explanation of how the provider has identified or located the targeted populations in the planning and service area;
  - 2) Description of the barriers or obstacles to reaching targeted individuals;
  - 3) Description of the characteristics of the targeted populations and their identified service needs; and
  - 4) Explanation of how identified service needs of targeted populations are addressed (i.e. through attrition or redirecting resources).

- b. Provide a summary of your OAA targeting prioritization policy and procedures. Preference for services will be given to those persons of greatest social or economic need, with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural.

## **VI. Services**

- a. List the OAA funded services to be offered during the 2019 contract year. Note: A detailed explanation of each service must be provided in section "II.A.13. Description of Service Delivery).
- b. List the services you plan to offer directly.
- c. List the services you intend to subcontract.
- d. Action plan to be followed for the selection of subcontractors.
- e. Outline the process for ensuring all subcontractor employees/required volunteers have successfully completed a level 2 background screening.
- f. Provide an action plan for the programmatic and fiscal monitoring of subcontractors and complete the OAA Subcontract Monitoring Schedule (on the following page).
- g. Include copy of the subcontract monitoring tool(s) utilized by your agency in the SPA Appendix.
- h. Complete the attached (Attachment VI) OAA Site Information Sheets for Adult Day Care, Congregate Dining, In-Facility Based Respite and Support Groups service providers.

**VII. Process For Adverse Incidents, Consumer Complaints And Grievances**

Explain your agency’s policies and procedures for ensuring compliance with the required reporting of adverse incidents as outlined in ElderSource Policy and Procedure “Adverse Incident Reporting”, consistent with Chapter 415, F.S. and all related ElderSource notices, policies and procedures. Include a copy of your agency’s Adverse Incident Procedure and blank log in the SPA Appendix.

- a. Provide a summary of the process your agency follows for receiving, reporting and remediating consumer complaints. Include a copy of the agency’s Complaint Procedures and blank log in the SPA Appendix.
- b. Explain your agency’s process for handling consumer grievances; along with the process for appeals regarding denial, reduction, or termination of services. The grievance procedures must provide for informing all consumers of the grievance/appeal process and providing assistance to consumers desiring to file a grievance/appeal.

Include a copy of your agency’s Grievance Procedures and blank log in the SPA Appendix. The applicant’s Grievance Procedure must comply with Appendix D, “Minimum Guidelines for Recipient Grievance Procedures” located in the DOEA Programs and Services Handbook.

**OAA Subcontract Monitoring Schedule**

Include information on all OAA funded Subcontracts

<b>Subcontract Agency</b>	<b>Date of visit</b>	<b>Program/ OAA Title</b>	<b>Service(s)</b>	<b>(F) Fiscal (P) Program</b>

## VIII. Quality Assurance

- a. Describe your agency's methods (i.e. process/frequency) to assure the delivery of quality services by staff. Provide current copies of your Quality Assurance/Quality Initiative procedures in the SPA Appendix.
- b. Describe your agency's methods (i.e. process/frequency) for assuring the delivery of quality services by subcontractors (if applicable).
- c. Explain how the results of your quality assurance process will be used to improve services. Provide a narrative of quality improvement initiatives undertaken by your agency during the 2019 calendar year.
- d. In-Service Staff Training
  1. Describe your plan to provide required in-service training to staff. Your plan should include the minimum standards as outlined in the DOEA Programs and Services Handbook.
  2. List and describe all Staff Training Lesson Topics and your anticipated schedule for training dates:
  3. Include a copy of the agency's staff training log covering at a minimum all staff currently employed and the type of training provided in the SPA Appendix. This is provided in order to assure that all staff have received the required training for their positions.
- e. Provide current copy of the policies and procedures your agency uses to evaluate consumer satisfaction in the SPA Appendix. The policies should include: 1) the proposed survey schedule, 2) proposed sample size, 3) tabulation information, 4) analysis and follow up process, and 5) information on how the results are utilized to make improvements to services

*For current providers receiving OAA funding, please provide a sample survey, copy of the agency's 2017 consumer satisfaction survey results, including the analysis and any necessary follow-up in the SPA Appendix.*

**IX. Goals, Objectives And Performance Measures**

**GOAL:** Enable individuals to maintain a high quality of life for as long as possible through the provision of home and community-based services, including supports for family caregivers.

**OBJECTIVE 1:**

Identify and serve target population in need of home and community based services.

**STRATEGIES/ACTION STEPS:**

**OUTCOME MEASURE & STANDARD\*:**

- 65% of new service recipients' ADL assessment score will be maintained or improved; and
- 62.3% of new service recipients IADL assessment score will be maintained or improved.
- Percentage of active clients eating two or more meals per day.

**OUTPUT 2016\*:**

*It is expected that this section will include performance achievement levels for the 2016 OAA Contract Fiscal Year.*

\*These Outcome Measures are only applicable for providers utilizing the DOEA 701A and 701B Assessment.

**GOAL: Enable individuals to maintain a high quality of life for as long as possible through the provision of home and community-based services, including supports for family caregivers**

**OBJECTIVE 2:**

Ensure efforts are in place to fulfill unmet needs and serve as many clients as possible and provide high quality services.

**STRATEGIES/ACTION STEPS:**

**OUTCOME MEASURE & STANDARD\*:**

- 65% of new service recipients' ADL assessment score will be maintained or improved; and
- 62.3% of new service recipients IADL assessment score will be maintained or improved.
- Percentage of active clients eating two or more meals per day.

**OUTPUT (2016)\*:**

*It is expected that this section will include performance achievement levels for 2016 OAA Contract Fiscal Year.*

\*These Outcome Measures are only applicable for providers utilizing the DOEA 701A and 701B Assessment.

**GOAL: Enable individuals to maintain a high quality of life for as long as possible through the provision of home and community-based services, including supports for family caregivers**

**OBJECTIVE 3:**

Ensure services provided to consumers are meeting consumer needs.

**STRATEGIES/ACTION STEPS:**

**OUTCOME MEASURE & STANDARD\*:**

- 65% of new service recipients' ADL assessment score will be maintained or improved; and
- 62.3% of new service recipients IADL assessment score will be maintained or improved.

**OUTPUT (2016)\*:**

*It is expected that this section will include performance achievement levels for 2016 OAA Contract Fiscal Year.*

\*These Outcome Measures are only applicable for providers utilizing the DOEA 701A and 701B Assessment.

**GOAL: Enable individuals to maintain a high quality of life for as long as possible through the provision of home and community-based services, including supports for family caregivers**

**OBJECTIVE 4:**

Encourage individuals to access and plan for long term care services.

**STRATEGIES/ACTION STEPS:**

**OUTCOME MEASURE & STANDARD\*:**

- **After service intervention, 90 % of caregivers who self-report being very confident about their ability to continue to provide care.**

**OUTPUT (2016)\*:**

*It is expected that this section will include performance achievement levels for 2016 OAA Contract Fiscal Year.*

\*These Outcome Measures are only applicable for providers utilizing the DOEA 701A and 701B Assessment.

**GOAL: Enable individuals to maintain a high quality of life for as long as possible through the provision of home and community-based services, including supports for family caregivers**

**OBJECTIVE 5:**

Improve support of caregivers by providing services that timelier and specifically targeted to individual caregiver needs.

**STRATEGIES/ACTION STEPS:**

**OUTCOME MEASURE & STANDARD\*:**

- **After service intervention, 90 % of caregivers who self-report being very confident about their ability to continue to provide care.**

**OUTPUT (2016)\*:**

*It is expected that this section will include performance achievement levels for 2016 OAA Contract Fiscal Year.*

\*These Outcome Measures are only applicable for providers utilizing the DOEA 701A and 701B Assessment.

**GOAL: Maintain effective and responsive management**

**OBJECTIVE 6:** Ensure agency continues to strengthen the disaster preparedness plans to address specific needs of elders.

**STRATEGIES/ACTION STEPS:**

**OUTCOMES:**

Strategies may include the development of formal agreements with local, state, and federal entities that provide disaster relief and recovery. Consideration should also be given to the planning and identification of consumer needs and the availability of special needs shelters in times of disaster.

**GOAL: Maintain effective and responsive management**

**OBJECTIVE 7:** Promote volunteerism by and for older people when possible

**STRATEGIES/ACTION STEPS:**

**OUTPUT (2016)\*:**

*It is expected that this section will include performance achievement levels for 2019 OAA Contract Fiscal Year.*

\*These Outcome Measures are only applicable for providers utilizing the DOEA 701A and 701B Assessment.

**GOAL:** Enable individuals to maintain a high quality of life for as long as possible through the provision of home and community-based services.

**OBJECTIVE 8\*:** Promote nutrition and physical activity to main healthy lifestyles.

**STRATEGIES/ACTION STEPS:**

**OUTCOME MEASURE & STANDARD\*:**

- **Percentage of active clients eating two or more meals per day.**

**OUTPUT (2016)\*:**

*It is expected that this section will include performance achievement levels for 2016 OAA Contract Fiscal Year.*

\*These Outcome Measures are only applicable for providers utilizing the DOEA 701A and 701B Assessment.

**Goal: Promote planning and collaboration at the community level that recognize the benefits of its aging population.**

Objective 9: Decrease demand for institutional long-term care services through infrastructure modernization and increased emphasis on prevention.

**STRATEGIES/ACTION STEPS:**

**OUTCOMES:**

## **X. Reporting (Only For Providers Utilizing CIRTS)**

- a. Describe the steps your agency will follow in order to provide for accurate and timely entry of all service and consumer specific information in the Client Information, and Registration, Tracking System (CIRTS) database.
- b. Explain your agency's policies and procedures for utilizing available CIRTS reports. Include how your agency uses these reports to improve data integrity in the CIRTS database.
- c. Include a listing of all reports run, the schedule for running these CIRTS reports and the required follow-up due dates for staff addressing any exceptions identified as part of this process.
- d. Provide current copies of your agency's internal policies and procedures utilized to ensure timely and accurate CIRTS reporting in the SPA Appendix.

## **XI. Disaster Preparedness**

The information provided in response to this section should serve as a quick reference for the key elements outlined in your full disaster plan. The response should be written from the viewpoint of disaster preparedness in general, not hurricane preparedness. Listed below are key elements to include in your service provider application update.

### **Additionally, in the section below, please indicate the following:**

- a. Identification of all key personnel. Provide e-mail addresses and cell phone numbers.
- b. Identification of all subcontractor contacts
- c. Alternate office site in time of disaster
- d. Emergency Coordinating Officer and alternate and contact information
- e. Description of how the Applicant's services are integrated with the local County Emergency Plan.
- f. Describe your coordination efforts and processes specific to special needs clients in the event of an emergency or disaster.
- g. Nutrition providers should include how meal delivery will be handled in the event of an emergency or disaster.

## **XII. Client Confidentiality**

- a. The Provider must ensure the confidentiality of consumer information by all employees, service providers and volunteers as required by state and federal laws. Describe the steps your agency is taking to secure client information and protect clients from identity theft and

fraud. Outline the agency's policies and procedures; as well as the physical security measures are in place to address confidentiality and consumer-specific information as it relates to state and federal (HIPAA) requirements.

Submit a copy of your Privacy Notice. The applicant's Privacy Notice must be HIPAA compliant and included in the SPA Appendix.

- b. Include a copy of your agency's current consumer notification which discloses the purpose for which the client's social security number is being collected in the SPA Appendix.
- c. The Provider is responsible for complying with Executive Order Number 11-116 and all applicable ElderSource Notices of Instruction related to the requirements to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by the agency.

Include a brief summary of the procedures implemented by your agency to be certain that all required employees are properly verified and determined eligible for hire through the U.S. Department of Homeland Security's E-verify system. Provider is required to maintain documentation to assure new employees hired by the agency within the contract period are eligible for employment. Verification of eligibility must be maintained for monitoring purposes by ElderSource.

- d. The Provider must ensure that all employees, volunteers and contractors have successfully completed the background screening process pursuant to Chapter 2012-73, Laws of Florida (L.O.F.) and Sections 430.0402 and 435 Florida Statutes and all applicable DOEA Notices of Instruction and ElderSource Instruction Memoranda.

Include a brief summary of the procedures implemented by your agency to be certain that all applicable parties are properly screened and determined to have no disqualifying offenses prior to employment. Be sure to include your agency's process for notifying the Department of Elder Affairs when staff/volunteers are no longer employed by your organization.

The provider is required to maintain documentation to assure required direct service providers utilized by the agency have successfully completed the level 2 background screen through the Department of Elder Affairs; and volunteers who assist on an intermittent basis for less than 20 hours per month are not listed on the FDLE Career Offender Search database or the Dru Sjodin National Sex Offender Public Website. Verification assuring compliance must be maintained for monitoring purposes by ElderSource.

**XIII. Description Of Service Delivery (By Service)**  
**(This page must be completed for each service funded through OAA.)**

**Service:** \_\_\_\_\_ **Program(s):** \_\_\_\_\_

a. **Subcontractor:**

Will your Agency provide this service directly? \_\_\_\_ Yes \_\_\_\_ No

If your Agency will subcontract this service then list all subcontractors below:

Subcontractor(s)

Business Name:

Address:

Phone Number:

License Number (if applicable):

Contract Start/End Date:

Anticipated Monitoring Date:

b. **Site Location:** For Congregate, Adult Day Care, and Facility Respite sites the OAA Site Information Form must be utilized (see **Attachment V**). This Excel document is included as an attachment.

c. **Days And Hours Of Operation:**

d. **Activities:** Describe the specific activities your agency will provide under this service.

e. **Training Requirements:** Describe the orientation and annual in-service training required of direct service staff providing this service.

f. **Unit Tracking Methodology:** Describe method for validating service units from service delivery to billing the ElderSource (i.e. "tracking units").

g. **Program Income/Voluntary Contributions:**

- Describe for this service the procedure for informing OAA clients of voluntary contributions.
- Describe for this service the voluntary contribution collection methods.
- Include a plan for ensuring program income contributions will be obtained and identify ways that your agency can increase contributions.

Note: The following services require additional attachments. Please include as part of the SPA Appendix.

- Homemaking – AHCA Homemaker Services Registration
- Adult Day Care – Adult Day Care License

**The following sections: II.A.14.a through IIA14.g are only applicable to OAA Title C1 and C2 providers.**

#### **II.A.14.a. NUTRITION EDUCATION SCHEDULE**

Describe your plan and method to provide nutrition education monthly. Include assurance that all education training plan and material development is the responsibility of the Registered Dietician (RD), along with the requirement for the RD to train and oversee Agency staff responsible for conducting the trainings.

- a. List and describe all OAA III C-1 Lesson Topics and scheduled dates:
  
- b. List and describe all OAA III C-2 Lesson Topics and scheduled dates:

#### **II.A.14.b. NUTRITION COUNSELING**

Describe your plan and method to provide nutrition counseling to at risk meal recipients with nutrition risk scores 5.5 or greater.

#### **II.A.14.c. NUTRITION PROVIDER TRAINING AND CERTIFICATION**

Nutrition service providers shall ensure that training will be provided for both paid and volunteer staff. Training and certifications must be maintained in accordance with the standards of nutrition service provision as outlined in the DOEA Programs and Services Handbook and all applicable DOEA Notices of Instruction and ElderSource Instruction Memoranda

- a. Describe your agency's education and training plan developed for staff and volunteers. The plan must include the required orientation to safe food handling and sanitations practices, along with at least annual food borne illness training. Provide assurance that the Registered Dietician's contribute to the training materials at a minimum.

#### **II.A.14.d. NUTRITION PROVIDER MEAL SITE REVIEW**

Describe the methods used to ensure that meal site reviews are conducted quarterly at each physical meal site location utilizing the proper "Nutrition Program Compliance Review (NPCR)" tool. Include assurance that the reviews are completed by the appropriate Agency staff and are in compliance with all applicable DOEA Notices of Instruction and ElderSource Instruction Memoranda.

#### **II.A.14.e. NUTRITION PROVIDER PUBLIC INFORMATION AND ADVISORY COUNCIL PLANS**

- a. Describe your plan and method to keep the public informed about the nutrition program for seniors using all appropriate media sources. Sources are to include newspaper

announcements, publishing menus in the paper, radio or TV copy. It is necessary to maintain documentation verifying all releases of public information throughout the year.

- b. Provide assurance that your Agency will, at a minimum, meet twice annually with an Advisory Council. Documentation to verify Advisory Council meetings were conducted must include agenda with dates, topics discussed and a sign-in sheet.

## **II.A.14.f. NUTRITION CONSULTATION AGREEMENT/NUTRITION ASSURANCES**

In accordance with Section 339(1) of the OAA which requires each nutrition project to be established and administered with the advice of dietitians (or individuals with comparable expertise), and Section 339(2)(F) which requires compliance with applicable state or local laws regarding safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of meals to elderly nutrition program participants,

### **(Name of Nutrition Consultant)**

will provide Nutrition Consultation for the nutrition project of

### **(Name of Provider)**

**(Name of Nutrition Consultant)** is a registered/licensed dietitian whose current registration number from the Commission on Dietetic Registration is \_\_\_\_\_ and/or whose license number from the Florida Department of Professional Regulation is \_\_\_\_\_. All nutrition providers funded through OAA must submit the following documents with their completed Service Provider Application Update:

- a. Nutrition Consultant Agreement for Services with defined responsibilities as outlined in the DOEA Programs and Services Handbook which include but are not limited to:
  - Monitoring of Food Service, to ensure compliance with FAC Chapter 64E-11, Florida Administrative Code;
  - Training Staff and volunteers in areas of nutrition, food service management and sanitation;
  - Assist in developing participant's satisfaction surveys
- b. Current resume of the Nutrition Consultant
- c. Nutrition Consultant Contact Information (address, e-mail, and phone number)
- d. Copy of documentation validating one of the following: registration number from the Commission on Dietetic Registration, license from the Florida Department of Professional Regulation.

**(Name of Provider)** assures the following:

- Meals provided through the project comply with the Dietary Guidelines for Americans and all applicable DOEA nutrition requirements. All meals must comply with the Dietary Guidelines

for Americans and provide a minimum of 33 1/3 percent of Dietary Reference Intake/Adequate Intake (DAI/AI) for a moderately active age 70+ female, as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences.

#### **II.A.14.g. Congregate Meal Site Holiday Closure**

Each nutrition service provider must provide assurance that policies and procedures address meal site holiday closures including, but not limited to, the following:

- Holiday closing schedule - The State of Florida recognizes the holidays listed below for employees. Nutrition Program Service Providers must receive prior written authorization from the ElderSource for any additional planned closing dates. Also, providers must ensure that planned holiday closings do not result in the closure of a congregate meal site for more than four (4) consecutive days, including weekend days.
  - New Year's Day
  - Martin Luther King, Jr. Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veterans Day
  - Thanksgiving Day
  - Friday after Thanksgiving
  - Christmas Day

a. Describe the Agency's Procedure to ensure the provision of congregate services during meal site closures.

## **II.A.15. LEGAL SERVICES PROGRAM DELIVERY – section to be completed by Legal Service Providers only**

The Legal Providers plan for each of the following must be addressed and in accordance with the DOEA Program and Service Handbook and all applicable ELDERSOURCE Notices of Instruction, including NOI #050610 – OAA Title IIIB Legal Services Delivery Standards:

- a. As required through the OAA, legal providers are responsible for targeting older persons meeting low-income, low-income minority, limited English proficiency, and those residing in rural areas; with special consideration given at the local level to the necessity of prioritizing additional populations for legal assistance based on community need. Describe the agency's targeting plan to ensure adherence to these requirements. This plan must include the necessary mechanisms that will allow the agency to reach these targeted groups.
- b. Outline Priority Areas for legal service delivery of services. This plan must include the necessary mechanisms that will allow the agency to address priority areas.
- c. If Legal Provider is not a Legal Services Corporation (LSC) project grantee, provide a brief description of how the Agency coordinates services with existing LSC in region. If the agency is an LSC grantee, please include a statement confirming affiliation.
- d. Describe how the Agency will develop and maximize the use of other resources to expand the provision of legal assistance, with emphasis on partnering with the statewide Senior Legal Helpline.
- e. Provide assurance all OAA broad categories of targeted groups able to be served with the proposed budget allocation (i.e. low-income older persons, low-income minority older persons, older persons with limited English proficiency, and those residing in rural areas).  
  
If you are not able to serve all target groups due to funding limitation, include information related to how your organization has identified sub-groups to ensure the most vulnerable are being reached with the available resources.
- f. Include documentation to show who is being targeted for service with OAA legal funding.
- g. Describe the process for identification of priority legal issues for OAA funded assistance within your agency.
- h. Describe how your OAA legal program prioritizes legal issues (Income: Health Care: Long Term Care: Nutrition; housing and Utilities: Defense of Guardianship: Abuse, Neglect and Exploitation: Age Discrimination: and Protective Services). If you are not able to serve all priority legal issues due to limited funding, please indicate. However, it is necessary to include information related to how your organization has identified sub-categories to allow the prioritization of legal

assistance.

- i. Provide supportive documentation verifying your agency is able to prioritize legal issues to the target groups (i.e. low-income older persons, low-income minority older persons, older persons with limited English proficiency, and those residing in rural areas).
- j. Provide a list of legal services provided by your agency.
- k. Provide a list of legal issues your agency can not assist consumers with.

#### **II.A.16. Organizational Chart**

Submit a current organizational chart which illustrates the structure and relationship of positions, units, supervision, and functions of your agency in the SPA Appendix.

#### **II.A.17. SPA Appendix Items**

Submit requested documentation (i.e. recently updated copies of Policies and Procedures, Consumer Complaint and Client Confidentiality documents, Subcontracts, etc.). ***Please be sure to list each item included in the SPA Appendix as an “Attachment” on the SPA submission as part of the “Table of Contents”.***

As noted in sections above, the Appendix, at a minimum, should include the following:

- Current staff training log
- Program and Fiscal Subcontractor Monitoring Tool Samples
- Quality Assurance and Quality Improvement Initiative Procedures
- Customer Satisfaction Sample Survey
- Complaint Procedure and Log
- Grievance Procedure and Log
- Adverse Incident Policy and Procedure and Log
- CIRT Reporting Procedures
- Congregate Meal Site Holiday Closure Policy and Procedure
- Sample of Privacy Notice Issued to Clients
- Sample of Notification to Clients Regarding Collection of Social Security Number
- Current Organizational Chart
- Complete copy of Provider’s Emergency Preparedness Plan (COOP or CEMP)

#### **II.A.18. SPA PROGRAM MODULE REVIEW CHECKLIST**

Submit a completed Program Module Review Checklist (**Attachment IV**) indicating each item has been addressed and the page location for each item.

**ElderSource**  
**Older Americans Act Programs**  
**Service Provider Application**  
**1/1/2019 – 12/31/2019 Contract Period**

## **SECTION II – CONTRACT MODULE**

### **II.B. 1. PERSONNEL ALLOCATIONS WORKSHEET**

Available in the 2019 OAA Contract Module Worksheets.

### **II.B. 2. UNIT COST WORKSHEET**

Available in the 2019 OAA Contract Module Worksheets.

### **II.B. 3. SUPPORTING BUDGET SCHEDULE BY PROGRAM ACTIVITY**

Available in the 2019 OAA Contract Module Worksheets. Please submit a separate “Supporting Budget Schedule by Program Activity” for each OAA funded title.\*

**II.B. 4. MATCH COMMITMENT OF CASH DONATION**

Agency Name:

Donor Identification:

Name:  
Street:

City:  
State:  
Zip:  
Phone:

Authorized Representative:

Total Amount \$

# Payments

Amount/Payment \$

Contribution Period

Special Conditions:

Donor Certification:

I hereby certify intent to make the cash donation set forth above for use in the specified program during the program's upcoming funding period. This cash is not included as match for any other State or Federally assisted program or contract and is not borne by the federal government directly under any federal grant or contract.

Signature of Donor or Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**II.B. 5. MATCH COMMITMENT FOR DONATION OF BUILDING SPACE**

Agency Name:

Donor Identification:

Name:  
Street:

City:  
State:  
Zip:  
Phone:

Authorized Representative:

Description of Space:  Office  Site  Other  
Provider Owned Space:

1. Number of square footage used by project: \_\_\_\_\_ sq./ft.

2. Appraised rental value per square foot: \$

3. Total value of space used by project (1x2): \$

Donor Owned Space:

1. Established monthly rental value: \$

2. Number of months rent to be paid by donor: \_\_\_\_\_ mos.

3. Value of donated space (1x2): \$

Special Conditions:

Donor Certification:

I hereby certify intent to donate use of the space set forth above for the program specified above during the program's upcoming funding period. This space is not being used as match for any other State or Federal program or contract.

Signature of Donor or Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**II.B. 6. MATCH COMMITMENT OF SUPPLIES**

Agency Name:

Donor Identification:

Name:  
Street:

City:  
State:  
Zip:  
Phone:

Authorized Representative:

The below described supplies are committed for use by the project for the period of:

Description of Supplies:

Computation of value method:

Value to be claimed by project: \$

Donor Certification:

These supplies are not included as contributions for any other State or Federally assisted program or contract and are not borne by the Federal Government directly or indirectly under any Federal grant or contract except as provided for under \_\_\_\_\_ (cite the authorizing Federal regulation or law if applicable).

Signature of Donor or Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**II.B. 7. MATCH COMMITMENT OF EQUIPMENT**

Agency Name:

Donor Identification:

Name:  
Street:

City:  
State:  
Zip:  
Phone:

Authorized Representative:

The below described equipment is committed for use by the project for the period of:

<u>Item Description</u>	<u>Number</u>	<u>Acquisition Cost</u>	<u>Value to Project*</u>
1.			
2.			
3.			
4.			

TOTAL VALUE CLAIMED: \$

\* Items that are currently owned by the Grantee or are loaned or donated to the project are valued at an annual rate of 6-2/3 percent of the acquisition value.

Donor Certification:

This equipment is not included as match for any other State or Federally assisted program or contract and is not borne by the Federal Government directly or indirectly under any Federal grant or contract except as provided for under \_\_\_\_\_ (cite the authorizing Federal regulation or law if applicable).

Signature of Donor or Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**II.B. 8. MATCH COMMITMENT OF IN-KIND CONTRIBUTION OF SERVICES BY STAFF OF SERVICE PROVIDER OR STAFF OF OTHER ORGANIZATIONS**

Agency Name:

Donor Identification:

Name:  
Street:

City:  
State:  
Zip:  
Phone:

Authorized Representative:

The personal services described below are committed for use by the project for the period of:

Description of Positions:

<u>Position/Title</u>	<u>Service</u>	<u>Hourly Rate or Annual Salary</u>	<u>#Hours Worked</u>	<u>Value to Project*</u>
1.				
2.				
3.				
4.				

TOTAL - \$

\* Value to project = (# of hours provided) x (hourly rate of annual salary).

Donor Certification: It is certified that the time devoted to the project will be performed during normal working hours.

These services are not included as match for any other State or Federally assisted program or contract and are not borne by the Federal Government directly or indirectly under any Federal grant or contract except as provided for under \_\_\_\_\_ (cite the authorizing Federal regulation or law if applicable).

Signature of Donor or Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**II.B. 9. MATCH COMMITMENT OF IN-KIND VOLUNTEER PERSONNEL AND TRAVEL**

Agency Name:

Donor Identification: The volunteer staff positions identified below will be filled by local volunteers who will be recruited, trained and supervised as an ongoing activity of our agency. We will maintain volunteer records to document individual volunteer activity.

Describe Volunteer Effort:

<u>Position Title</u>	<u>Equivalent Hourly Rate</u>	<u># of Hours</u>	<u>Value to Project</u>
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
TOTAL VALUE TO AGENCY			\$

Equivalent Hourly Rates were determined by:

- Rates for comparable positions within own agency.
- State Employment Service estimate of rates for type of work.
- Rates for comparable positions within other local agencies.

Estimated Mileage X Rate per mile = Value: \_\_\_\_\_ X \_\_\_\_\_ = \$\_\_\_\_\_

Donor Certification:

I certify that commitments have been received from individual volunteers or groups sufficient to provide the volunteer hours and travel as identified above.

Signature of Agency Official: \_\_\_\_\_ Date:\_\_\_\_\_

## II.B. 10. AVAILABILITY OF DOCUMENTS

The undersigned hereby gives assurance the following documents are current and maintained in the administrative office of the provider, and will be made available to ElderSource upon request.

1. Current Board Roster
2. Articles of Incorporation, Corporate By-Laws, and corporate fee documentation
3. Advisory Council By-Laws and Membership
4. Current Equipment Inventory
5. Insurance and Bonding Verification
6. Staffing Plan (i.e. Position Descriptions, Pay Plan, Organizational Chart, Executive Director's resume and annual performance evaluation)
7. Personnel Policies Manual
8. Financial Procedures Manual
9. Operational Procedures Manual
10. Affirmative Action Plan, and Conflict of Interest Policy
11. Targeting Plan and documentation of activities
12. Americans With Disabilities Act Assurance
13. Staff Development and Training Plan (i.e. schedule, agendas, handouts, sign in sheets)
14. Unusual and/or Adverse Incident File(s)
15. Service Subcontracts and subcontractor monitoring reports
16. Voluntary Contribution, Program Income, and Match documentation
17. Civil Rights Compliance Documentation
18. Documentation of Level II Background checks of all staff with direct access to clients and/or information
19. Volunteer Documentation (i.e. hours, assignments, training and compliance with Executive Order Number 11-116)
20. Quality Assurance Documentation (client satisfaction surveys and compiled results)
21. Safety/Licensure compliance (annual fire inspection reports of administrative offices and agency buildings with OAA funded services and licensure documentation if applicable.
22. Nutrition Compliance Documentation which includes but is not limited to:
  - a) Documentation to verify that the service of a registered/licensed dietician is being employed in planning and coordinating nutrition services. Documentation must include the monthly monitoring or service reports of the registered dietician;
  - b) Documentation that menus are approved, signed and dated by a registered/licensed dietician prior to use with corresponding computer analysis of menu items;
  - c) Menu substitution lists;
  - d) Documentation of nutrition education as defined in the Service Provider Application;
  - e) Documentation of compliance with meal temperature requirements to include:
    - Temperature logs for congregate and home delivered meals.
    - Documentation that the provider has been monitored or inspected for compliance with applicable sanitation and food safety requirements.
  - f) Documentation of nutrition service providers receives training on safe and sanitary handling of food during preparation (where applicable), storage and delivery.
23. Detailed documentation of contract expenditures and units of service
24. Client files

### CERTIFICATION BY AUTHORIZED AGENCY OFFICIAL

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Individual

## **II.B.11. MANAGING UNIT ACHIEVEMENT LEVELS**

Describe the methods used to manage contract unit achievement levels on a monthly basis in order to ensure that all contracted units will be achieved and that all active clients will receive services throughout the contract period. Identify staff positions that will be involved, as well as any tools or methodologies to be used.

Include samples of all written policies and procedures, and internal tracking tools that are used to monitor unit achievement levels.

Identify procedures that will be used to address both surplus and deficit situations that may occur during the contract period.

## **II.B.12. SPA CONTRACT MODULE REVIEW CHECKLIST**

Submit a completed Contract Module Review Checklist (**Attachment V**) indicating each item has been addressed and the page location for each item.

# APPENDIX VIb

## ElderSource

### Unit Cost Methodology Worksheet Instructions

#### Personnel Allocation Worksheet

Before beginning the Worksheet:

- 1) Hide the Service Columns that are not applicable to your Agency or the Service Provider

Application as this will make the worksheet much more manageable.

- 2) Complete the "Freeze Panes" option by completing the following steps: select the cell within the spreadsheet to freeze (on this spreadsheet it is often cell L10), click View, click Freeze Panes, and then, click Freeze Panes within that option. This will make working with the spreadsheet much more manageable. As you will notice there are other "Freeze Panes" options available. Also, when you no longer want the worksheet Freeze Pane on, complete the following: click View, click Freeze Panes, and then click "Unfreeze Panes" within that option.

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

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

#### Priority Items

- All positions must be shown individually and all personnel allocations must equal 100%. It is important to ensure proper personnel allocations per employee.
- Management and General (M&G) Cost Pool  
Personnel Positions normally associated with M&G Cost Pool are Executive Director and Assistant Director(s), fiscal staff, human resource staff, data processing office staff, and all related supporting personnel for those offices. Exceptions to this rule are if any of these positions are participate in lobbying, fundraising or other activities unallowable under state and federal grants, if this is the case an appropriate proportion of time should be allocated to these unallowable activities.
- If your Agency utilizes Paid Time Off (PTO), instead of the individual categories of Holidays, Sick, and Annual Leave, include the total PTO per employee under the Annual Leave category.
- Importance of Other Non-Billable Time and the Net Available Hours Categories  
These categories are essential in assessing the time available for Direct Service Workers unit achievement by service. The total "HR/UNIT" information will be carried over to the Unit Cost Worksheet to develop the "Number of Billing Units" for all services which equate a staff hour with a unit of service.

Example: The CM Supervisor's Other Non-Billable Time should reflect all the time that is Non-Billable and the Net Available Hours may possibly be -0-. Otherwise, if this is not backed out appropriately the Net Available Hours will artificially be inflated.

Note: Having the correct Net Available Hours for all Direct Services is a key component to the "Number of Billing Units" on the Unit Cost Worksheet.

- There are multiple percentage and total “Check Points” located in the far right column on the Personnel Allocation Worksheet. Allow these check points to work for you and assist you in locating areas of concern within the spreadsheet.

## **Unit Cost Worksheet**

The Unit Cost Worksheet is located after the Personnel Allocations Worksheet. Report all expenses (costs) regardless of funding source for each line item. Budgeted expenditures that can be directly identified with one or more services should be manually allocated to those services. Budgeted expenditures that apply to all services should be allocated to the "Management & General Cost Pool" or the "Facilities & Maintenance Cost Pool."

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

### 1. Line Item Expenses (rows 8 – 32)

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

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

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

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

C. Subcontractors: 1) multiple subcontracts for services having the same unit costs can be grouped (consolidated) and should be spread appropriately (i.e. In-Home Service subcontract could be spread to Homemaker, Personal, Care, and In-Home Respite), 2) subcontracts cannot be grouped or consolidated unless they have the same cost per unit.

Note 1: the GA Food Subcontract must be shown under subcontracts, previously in some instances this subcontract was being shown under "Food & Food Supplies". Also, if there are different meal costs (congregate, HDM, AM/PM) associated with the GA Food subcontract multiple subcontract lines must be utilize to show all cost information.

Note 2: additional information has been added to this spreadsheet to appropriately track the following subcontract information: contract amount, unit cost, and subcontract units. This information is shown on rows 55-60 of the spreadsheet.

D. The following In-Kind Categories have been incorporated into the spreadsheet: space, supplies, and volunteers. If additional in-kind categories are utilized by your Agency, insert a row and add the necessary in-kind component information.

Note: In-kind claimed on the Unit Cost Worksheet must have the appropriate in-kind commitment forms included in the Contract Module and each component of in-kind must be trackable.

### 2. Service Subcontract Allowance and Service Subcontract Adjustment (rows 35 and 36)

Service Subcontract Allowance (row 35) – **MANUAL INPUT**

The narrative on this item was revised for clarification. The Agency should input the amount of the subcontract if it is under \$25,000 and input a maximum of \$25,000 per subcontract for all subcontracts that are over \$25,000.

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

ABC Hmkr	\$150,000
EZ Hmkr	\$ 16,000
Premier Hmkr	\$ 22,000

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

Service Subcontract Adjustment (row 36) - FORMULA

The Subcontract Adjustment will automatically calculate based on the information input for the Service Subcontract Allowance (SSA). The SSA will then be deducted from the Agency's Total Allowable Costs (row 33) to create the Total Modified Direct Costs (row 39), which is the basis for the Reallocation of Management & General Costs (row 38).

3. Reallocate Management & General Costs (row 38) – FORMULA  
As stated above, the M & G Cost Pool is reallocated based on the percent of funding in the Total Modified Direct Costs (row 39).
4. Reallocate Facilities & Maintenance (Space) Costs (row 41) – FORMULA based on the Square Footage which must be MANUALLY INPUT into row 42.
  - This item is not currently used in PSA 6.
5. Total Cost By Service (row 44) - FORMULA  
This item is formula driven and adds the Total Allowable Cost (row 33), the Allocation of M & G (row 38), and the Allocation of F & M (row 41) to provide the Total Cost By Service (row 44).
6. Budgeted In-Kind Valuation (row 45) – FORMULA  
This item is formula driven based on the in-kind information input in the Line Item Expenses (rows 30-32). This item includes the total in-kind claimed in the budget (regardless of in-kind category).
7. Total Cost Less In-Kind by Service (row 46) – FORMULA  
This item is formula driven and takes the Total Cost by Service (row 44) and subtracts the Budgeted In-Kind Valuation (row 45), which calculates the Total Cash Cost.
8. Number of Billing Units (estimated) (row 48) – MANUAL INPUT – COMPLETE THIS ITEM LAST.  
Move on to the “new” Additional Subcontract Information (rows 55-60) which was added to the UCM. The Subcontractor Information (item 9 below) along with the Total Unit Analysis Information (item 10 below) will assist you in appropriately estimating units for many of the services provided.
9. Additional Subcontract Information (rows 55-60)  
MANUALLY INPUT the number of units affiliated with each Subcontract (column D, rows 56-60)
  - Column B rows 56-60 will automatically calculate based on the subcontract information input in the subcontract Line Item Expenses.
  - Column C rows 56-60 will automatically calculate upon input of units in column D, rows 56-60.

- Columns G – BO (service categories) will automatically calculate the affiliated subcontract information. The formula is based on the subcontractor funding that was input in subcontractor line item expenses divided by the units input manually in column D, rows 56-60.

10. Total Unit Analysis Information (rows 62-67) – **FORMULA**

This complete section is formula driven based on the HR/UNIT information from the Personnel Allocations Worksheet and the Subcontract information on the Unit Cost Worksheet.

- Row 63: Units from Personnel Alloc. Worksheet (Direct Service Staff)
- Row 64: Subcontract Units
- Row 65: Direct Staff plus Subcontract Units
- Row 66: Checkpoint for Estimated Billing Units
- Row 67: DIF %

Review and analyze the totals on Row 65 for all services. As you will notice some services are noted as not applicable (N/A) and cannot be computed in this manner. Calculations are included for the services which do calculate appropriately which are hourly unit based and/or subcontracted.

N/A services include: Adult Day Care, Caregiver Training/Support, Material Aid, Nutrition Education, Outreach, and Transportation.

After a thorough review of line 65 and if necessary, changes and review of the Subcontract Information and/or Personnel Allocations Worksheet, input the Estimated Billing Units as shown on row 65 to the appropriate services on row 48 (Number of Billing Units). Additionally, units of service for services which were not applicable (N/A) must be calculated and entered on row 48 based on historical and other Agency program information.

**Review and analyze the multiple “Check Points” located in the far right column on the Unit Cost Worksheet (column BT). All “Line Item Expenses” (rows 8-32) should equate to zero in column BT. Additionally, notes are included on the right of “column BT” for all other allocations to assist you in checking the spreadsheet for accuracy.**

## **Supporting Budget by Program Worksheet**

The Supporting Budget Schedule by Program Activity Worksheet is located after the Unit Cost Worksheet. The Supporting Budget Schedule by Program Activity should only reflect the amounts and units supported by the WCFAAA allocation for that program. A separate Supporting Budget Schedule by Program Activity must be submitted for each WCFAAA funded program or title.

Before you begin work on the spreadsheet: copy the workbook to make individual workbooks for each of the OAA Titles (III-B,C-1,C-2,III-E) needed for completion of the Service Provider Application. Label/name each of the Workbooks/tabs appropriately. Then hide the service columns that you will not be utilizing for each specific Title.

You are now ready to begin the Worksheet.

As you will notice, well over half, actually 9 of the 16 items on the worksheet calculate automatically. The auto calculated items are **highlighted**.

**Line 1:** Total Budgeted Cash Costs: will automatically calculate when the Total Budgeted Units are input to item 2.

**Line 1a:** Add In-Kind Cost: will automatically calculate when the Total Budgeted Units are input to item 2.

**Line 1b:** Total Budgeted Costs: will automatically calculate when the Total Budgeted Units are input to item 2.

Line 2: Total Budgeted Units: must be input manually based on how many units can be provided with the Federal/State allocation. There are many ways to begin calculating the units you will provide with the Contract funding:

- 1) Historical unit information.
- 2) Divide the Federal/State funding by the Agency's historical Federal/State unit cost.
- 3) ADD the following: Federal/State allocation, historical Program Income, historical NSIP (if applicable), and Match (if not matched w/ in-kind), and historical Other Resources (if applicable) then DIVIDE this total by the Cash Cost per unit.

**Line 2a:** Total Cost Per Unit of Service: automatically calculates from the Unit Cost Worksheet (Unit Cost – Actual Cost, row 50)

**Line 3:** Less NSIP: Funding allocated for the NSIP program should be included here in any service category for either Congregate or Home-Delivered meals. The NSIP amount entered should be equal to the number of budgeted meals multiplied by the prevailing NSIP rate. This is the minimum amount that should be shown on line 3, as any NDP meals that are NSIP reimbursable should also be added at the current NSIP rate to this line. Additionally, this calculation will need to be updated as the NSIP rate changes.

Line 4: Less Cash Match: Only cash match should be shown in this line.

- Line 5:** Less In-Kind Match: this line will automatically calculate once the Total Budgeted Units (line 2) are input. This line shows the appropriate In-Kind amount based on the unit production and correlates with the in-kind information as noted on the Unit Cost Worksheet.
- Line 6: Less Co-Pay Used as Match: this applies only to CCE and is normally based on historical data.
- Subtotal** Sub-Total Match: this line automatically calculates and adds all Matching components (lines 4 – 6). The total of this line must be at least 10% of the Federal/State contract allocation. To calculate the 10% matching requirement divide the Federal/State dollars by 9.
- Line 7: Less Program Income: enter the amount of program income received by the Agency, this is normally based on historical data.
- Line 7a: Less Co-Pay Not Used as Match: this only applies to CCE and should include any additional Co-Pay budgeted that is not shown in Line 6 (Co-Pay Used as Match). Normally, all Co-Pay is used as match and shown on Line 6.
- Line 8: Less Other Non-Matching Cash: This line is often times used to balance the budget to the Adjusted Budgeted Cost (line 9) or to further buy-down the cost being charged to the Federal or State contract.
- Line 9:** Adjusted Budgeted Cost: This line must match the Agency's Federal/State allocation. This line is automatically calculated starting with the Total Budgeted Costs (line 1b) and backing out the following: NSIP (line 3), Sub-Total Match, Program Income (line 7), Co-Pay Not Used as Match (line 7a), and Less Other Non-Matching Cash (line 8), to get the resulting Adjusted Budgeted Cost (Federal/State Funds).
- Line 10:** Adjusted Cost Per Unit of Service: This line is automatically calculated by dividing the Adjusted Budgeted Costs (line 9) by the Total Budgeted Units (line 2).
- Line 11: Estimated Number of UNDUPLICATED Clients: input the unduplicated clients per service. This is normally based on historical CIRTS data.

## **ORGANIZATIONAL CAPABILITY PACKAGE – NEW BIDDERS ONLY**

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

1. A copy of the most recent, organizational chart illustrating the structure and relationship of all paid staff positions related to the OAA program.
2. Copies of job descriptions and qualifications for all staff involved in the management of this contract.
3. A statement certifying the bidder's current Personnel Policies meet the minimum requirements as specified in the RFP under "Personnel Standards and Employee Benefits."
4. A copy of the most recent audited financial statements and compliance reporting package. Include any letters to management submitted by the independent auditor under separate cover as well as any response stating management's position and plan of action.
5. A copy of your corporate bylaws.
6. A copy of the articles of incorporation filed with the Secretary of the State of Florida.
7. A copy of the IRS determination letter granting you tax exempt status as a 501 (c) (3). This item is applicable to non-profit agencies only.
8. A copy of IRS Form 990 for the most recent fiscal year. This item is applicable to non-profit agencies only.
9. A certificate of insurance from your agent detailing the types of coverage you currently hold, the maximum dollar amount for each, and the dates when coverage became effective and is scheduled to terminate.
10. A copy of the Administrative Assessment Checklist required by this RFP
11. Certification of availability of 30 days operating funds must be provided in a signed statement.

12. Agencies not currently receiving Older Americans Act funding are considered “new” bidders. To be eligible to be considered in this RFP process, new bidders must describe how and the extent to which the corporate entity that is the new bidder has provided services on a continuous basis since before May 17, 2016. Lack of such two years of service renders such new bidder disqualified in this RFP process.

New bidders should provide a total of four monitoring reports reflecting reviews of services most similar to that of a OAA Funded Local Service Provider. Two reports must be from reviews conducted on the fiscal oversight of a project, one from 2017 and one from 2015. Two reports must also be provided reflecting reviews of programmatic implementation of a project; one from 2017 and one from 2015. If monitoring reports cover reviews of both fiscal and program, the proposal should explain this. In addition, proposals must address steps taken to ensure problems identified in reports do not re-occur.

13. A letter of reference from another major funding source, besides ElderSource, must be provided addressing the agency’s management capabilities, accountability of funds and service provision.
14. Bidder agencies should indicate the type/s of experience they have had in provision of service(s) to frail elders, as well as the length of time (in years) they have worked to meet the needs of elders in the State of Florida. If the bidder has not provided service(s) in the State of Florida, service history elsewhere may be submitted as support documentation. Contact person(s), name and addresses of contracting agencies, and telephone numbers should be supplied.
15. Transition Plan: In the event a provider is selected who is not a current provider, a plan for transition of existing clients and service management must be submitted within 20 days of bid award. ElderSource must approve this plan in advance of implementation. ElderSource requires that the transition plan include an implementation schedule ensuring uninterrupted service delivery.

Transition plans must take into consideration the transfer of current client files, staffing, training plans, start-up activities and time frames, any modification of delivery schedules and sites, and notification to clients of the new service provider agency.

If there is insufficient time remaining before the current service provider and the new service provider can transition the service in a manner that will not disrupt service delivery as of January 1, 2019, ElderSource may choose to continue services under a emergency contract. Applicant agencies must include a statement agreeing to forward a transition plan within 20 days of bid award.

## APPENDIX VII Proposal Fatal Criteria

**Bidder:** \_\_\_\_\_

**Reviewer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The “fatal” criteria listed below must be fully met in order for the proposal to be considered for further evaluation. Failure to receive a “YES” response on any item may result in an automatic rejection of the proposal.

ITEM	YES	NO
1. Was the proposal received by the time and date specified in the RFP?	_____	_____
2. Were all copies of the proposal delivered in an envelope or box that was securely sealed and clearly marked on the outside with the RFP title and the name of the bidder?	_____	_____
3. Does the proposal include a signed statement certifying that the bidder has had no prior involvement with ElderSource By performing a feasibility study concerning the scope of work contained in this RFP; by participating in the drafting of this RFP; or by developing a program similar to the ones contained in this RFP?	_____	_____
4. Does the proposal contain a signed statement that the bidder agrees to all contract terms and conditions including agreeing to provide continuous and adequate liability insurance coverage during the term of the contract (Section 17)?	_____	_____
5. Does at least one copy of the Service Provider Summary Information page contain the required original signature of the person authorized to bind the agency to all contractual obligations?	_____	_____
6. Does the proposal include signed commitment forms or a comparable document (i.e. letter from a funding source) guaranteeing the bidder’s ability to provide adequate matching funds?	_____	_____

## APPENDIX VIII

### 2019 OAA RFP PROPOSAL EVALUATION INSTRUMENT

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Applicant: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

Point Value	Description
4	Exceeds expectations. Demonstrates highest level of compliance with the RFP requirements. The presentation is superior in its detail, responsiveness, quality, clarity and organization.
3	Exceeds minimum expectations. Demonstrates good compliance with the RFP requirements in a consistent manner; information is accurate; presentation is clear, understandable and concise.
2	Meets minimum expectations. Demonstrates minimal compliance with the RFP requirements. The presentation is unclear and/or inconsistent in some areas.
1	Fails to meet minimum expectations. Demonstrates insufficient compliance with RFP requirements.
0	RFP is incomplete. Required item(s) not included; inadequate or no justification provided for omission included in RFP.

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

- 1) Program Evaluation Instrument
- 2) Contract Evaluation Instrument
- 3) Organization Capabilities Evaluation Instrument (applicable to New Bidders only)
- 4) Rating Summary Sheet - Current Lead Agencies
- 5) Rating Summary Sheet - New Bidders

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Item #	PROGRAM MODULE ITEM	REQUIREMENT	Page #s (To be updated by Bidder)	RATING	COMMENTS
	Program Module - General				
<b>1</b>	<b>Needs Assessment</b>				<b>MAXIMUM POINT VALUE = 4</b>
		Bidder presented material in a clear, concise and detailed manner. Describe the methods used to determine service needs in the area. Include a summary of the process and use of waiting list information. The summary must also include a description of the method employed to assess needs and prioritize funding. Include consumer profile information along with population statistics for the area being served.			
<b>2</b>	<b>Targeting</b>				<b>MAXIMUM POINT VALUE = 4</b>
		Bidder presented material in a clear, concise and detailed manner.  Specify how the service needs of low-income, minority individuals, older individuals with limited English proficiency and older individuals residing in rural areas will be satisfied. If your agency provides services in multiple counties, describe how these targeted populations will be reached and served in each county. 1) Detail all 2019 Targeting Plan outreach activities by quarter. (Include types of community events/activities, approximate dates and locations, and numbers of anticipated participants). Include methods for ensuring the provision of outreach is targeted to the populations most in need of services. Please note: Providers are required to submit to ElderSource a quarterly "Education and Outreach Targeting Data Report" (see Attachment III). 2) Detail all 2019 Targeting Plan educational activities by quarter. (Include types of community events/activities, approximate dates and locations, and numbers of anticipated events). Include methods for ensuring the provision of education/training is targeted to the populations most in need of services. Please note: Providers are required to submit to ElderSource a quarterly "Education and Outreach Targeting Data Report". Caregivers Initiative Service (III-E) Service Providers Only: Provide the goals, strategies, and action steps your agency will complete in support of the following five Title III-E Targeting Plan objectives as established by the DOEA. Be specific in your outlined strategies and action steps. Include names of organizations and frequency of participation planned to reach the established goals.  1) Target caregivers of older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. 2) Target grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities.			
<b>3</b>	<b>Linkages</b>				<b>MAXIMUM POINT VALUE = 4</b>
		Bidder presented material in a clear, concise and detailed manner.			

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Item #	PROGRAM MODULE ITEM	REQUIREMENT	Page #s (To be updated by Bidder)	RATING	COMMENTS
		<p>a. Describe how clients are linked to other community providers and/or resources when service needs cannot be met by your agency.</p> <p>b. Provide a list of community elder resources available in the service area.</p>			
<b>4</b>	<b>For Consumer</b>				<b>MAXIMUM POINT VALUE = 4</b>
		<p>Bidder presented material in a clear, concise and thorough manner.</p> <p>Staff should use expertise and sound judgment in prioritizing individuals. It may be appropriate during the screening/intake interview to inquire about sources of income, levels of financial resources, and informal support systems in order to explain eligibility for other types of economic or supportive services, such as Supplemental Nutrition Assistance Program (SNAP), SSI, Medicaid, Low Income Housing, or Home Energy Assistance programs. Preference for services may be given to those persons of greatest social or economic need, with particular attention to low-income older individuals, including low-income minority, older individuals with limited English proficiency, older individuals residing in rural areas, and LGBT elders if the service is available and appropriate to the specific needs of the individual.</p>			
<b>5</b>	<b>Services</b>				<b>MAXIMUM POINT VALUE = 4</b>
		<p>Bidder presented material in a clear, concise and thorough manner.</p> <p>a. List the OAA funded services to be offered during the 2019 contract year. Note: A detailed explanation of each service must be provided in section "II.A.13. Description of Service Delivery).</p> <p>b. List the services you plan to offer directly.</p> <p>c. List the services you intend to subcontract.</p> <p>d. Action plan to be followed for the selection of subcontractors.</p> <p>e. Outline the process for ensuring all subcontractor employees/required volunteers have successfully completed a level 2 background screening.</p> <p>f. Provide an action plan for the programmatic and fiscal monitoring of subcontractors and complete the OAA Subcontract Monitoring Schedule (on the following page).</p> <p>g. Include copy of the subcontract monitoring tool(s) utilized by your agency in the SPA Appendix.</p> <p>h. Complete the attached (Attachment VI) OAA Site Information Sheets for Adult Day Care, Congregate Dining, In-Facility Based Respite and Support Groups service providers.</p>			

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Item #	PROGRAM MODULE ITEM	REQUIREMENT	Page #s (To be updated by Bidder)	RATING	COMMENTS
6	<b>Process for Handling and</b>				<b>MAXIMUM POINT VALUE = 4</b>
		<p>Bidder presented material in a clear, concise and thorough manner.</p> <p>Explain your agency's policies and procedures for ensuring compliance with the required reporting of adverse incidents as outlined in ElderSource Policy and Procedure "Adverse Incident Reporting", consistent with Chapter 415, F.S. and all related ElderSource notices, policies and procedures. Include a copy of your agency's Adverse Incident Procedure and blank log in the SPA Appendix.</p> <p>a. Provide a summary of the process your agency follows for receiving, reporting and remediating consumer complaints. Include a copy of the agency's Complaint Procedures and blank log in the SPA Appendix.</p> <p>b. Explain your agency's process for handling consumer grievances; along with the process for appeals regarding denial, reduction, or termination of services. The grievance procedures must provide for informing all consumers of the grievance/appeal process and providing assistance to consumers desiring to file a grievance/appeal. Include a copy of your agency's Grievance Procedures and blank log in the SPA Appendix. The applicant's Grievance Procedure must comply with Appendix D, "Minimum Guidelines for Recipient Grievance Procedures" located in the DOEA Programs and Services Handbook.</p>			
7	<b>Quality Assurance</b>				<b>MAXIMUM POINT VALUE = 4</b>
		Bidder presented material in a clear, concise and thorough manner.			

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Item #	PROGRAM MODULE ITEM	REQUIREMENT	Page #s (To be updated by Bidder)	RATING	COMMENTS
		<p>a. Describe your agency's methods (i.e. process/frequency) to assure the delivery of quality services by staff. Provide current copies of your Quality Assurance/Quality Initiative procedures in the SPA Appendix.</p> <p>b. Describe your agency's methods (i.e. process/frequency) for assuring the delivery of quality services by subcontractors (if applicable).</p> <p>c. Explain how the results of your quality assurance process will be used to improve services. Provide a narrative of quality improvement initiatives undertaken by your agency during the 2019 calendar year.</p> <p>d. In-Service Staff Training</p> <ol style="list-style-type: none"> <li>1. Describe your plan to provide required in-service training to staff. Your plan should include the minimum standards as outlined in the DOEA Programs and Services Handbook.</li> <li>2. List and describe all Staff Training Lesson Topics and your anticipated schedule for training dates:</li> <li>3. Include a copy of the agency's staff training log covering at a minimum all staff currently employed and the type of training provided in the SPA Appendix. This is provided in order to assure that all staff have received the required training for their positions.</li> </ol> <p>e. Provide current copy of the policies and procedures your agency uses to evaluate consumer satisfaction in the SPA Appendix. The policies should include: 1) the proposed survey schedule, 2) proposed sample size, 3) tabulation information, 4) analysis and follow up process, 5) information on how the results are utilized to make improvements to services, and 6) timeframe for forwarding the results of the survey to ElderSource.</p> <p><b><i>For current providers receiving OAA funding, please provide a sample survey, copy of the agency's 2017 consumer satisfaction survey results, including the analysis and any necessary follow-up in the SPA Appendix.</i></b></p>			
<b>8</b>	<b>Reporting</b>				<b>MAXIMUM POINT VALUE = 4</b>
		<p>Bidder presented material in a clear, concise and thorough manner. Material included:</p> <ol style="list-style-type: none"> <li>a. Describe the steps your agency will follow in order to provide for accurate and timely entry of all service and consumer specific information in the Client Information, and Registration, Tracking System (CIRTS) database.</li> <li>b. Explain your agency's policies and procedures for utilizing available CIRTS reports. Include how your agency uses these reports to improve data integrity in the CIRTS database.</li> <li>c. Include a listing of all reports run, the schedule for running these CIRTS reports and the required follow-up due dates for staff addressing any exceptions identified as part of this process.</li> <li>d. Provide current copies of your agency's internal policies and procedures utilized to ensure timely and accurate CIRTS reporting in the SPA Appendix.</li> </ol>			
<b>9</b>	<b>Preparedness</b>				<b>MAXIMUM POINT VALUE = 4</b>

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Item #	PROGRAM MODULE ITEM	REQUIREMENT	Page #s (To be updated by Bidder)	RATING	COMMENTS
		<p>Bidder presented material in a clear, concise and thorough manner.  The response should be written from the viewpoint of disaster preparedness in general, not hurricane preparedness.  Listed below are key elements to include in your service provider application update.</p> <p>Additionally, in the section below, please indicate the following:</p> <ul style="list-style-type: none"> <li>a. Identification of all key personnel. Provide e-mail addresses and cell phone numbers.</li> <li>b. Identification of all subcontractor contacts</li> <li>c. Alternate office site in time of disaster</li> <li>d. Emergency Coordinating Officer and alternate and contact information</li> <li>e. Description of how the Applicant's services are integrated with the local County Emergency Plan.</li> <li>f. Describe your coordination efforts and processes specific to special needs clients in the event of an emergency or disaster.</li> <li>g. Nutrition providers should include how meal delivery will be handled in the event of an emergency or disaster.</li> </ul>			
<b>10</b>	<b>Confidentiality</b>				<b>MAXIMUM POINT VALUE = 4</b>
		<p>Bidder presented material in a clear, concise and thorough manner.</p> <ul style="list-style-type: none"> <li>a. Submit a copy of your Privacy Notice. The applicant's Privacy Notice must be HIPAA compliant and included in the SPA Appendix.</li> <li>b. Include a copy of your agency's current consumer notification which discloses the purpose for which the client's social security number is being collected in the SPA Appendix.</li> <li>c. Include a brief summary of the procedures implemented by your agency to be certain that all required employees are properly verified and determined eligible for hire through the U.S. Department of Homeland Security's E-verify system. Provider is required to maintain documentation to assure new employees hired by the agency within the contract period are eligible for employment. Verification of eligibility must be maintained for monitoring purposes by ElderSource.</li> <li>d. Include a brief summary of the procedures implemented by your agency to be certain that all applicable parties are properly screened and determined to have no disqualifying offenses prior to employment. Be sure to include your agency's process for notifying the Department of Elder Affairs when staff/volunteers are no longer employed by your organization.</li> </ul>			
<b>11</b>	<b>Service Delivery</b>				<b>MAXIMUM POINT VALUE = 4</b>
		Bidder presented material in a clear, concise and thorough manner. Material included:			

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Item #	PROGRAM MODULE ITEM	REQUIREMENT	Page #s (To be updated by Bidder)	RATING	COMMENTS
		<p>a.) The bidder fully completed Description of Service Delivery for each service including case management.</p> <p>a) Subcontractor:            Will your Agency provide this service directly? ____ Yes ____ No            If your Agency will subcontract this service then list all subcontractors below:            Subcontractor(s)            Business Name:            Address:            Phone Number:            License Number (if applicable):            Contract Start/End Date:            Anticipated Monitoring Date:</p> <p>b. Site Location: (Bidder may attach a list of site locations.)            c. Days And Hours Of Operation</p> <p>d.) The bidder described the specific activities that will be provided for each service.</p> <p>e.) The bidder's orientation and annual in-service training required of direct service staff providing the service, is adequate, sufficient and meets all program requirements.</p> <p>f.) The bidder's method of reconciling and validating service units from referral, to service delivery, to billing ElderSource is adequate, sufficient and appears to ensure accuracy.</p> <p>g.) The bidder's validation and reconciliation processes and procedures includes CIRTS service unit data entry and accuracy.</p>			

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Item #	PROGRAM MODULE ITEM	REQUIREMENT	Page #s (To be updated by Bidder)	RATING	COMMENTS
12	Chart				MAXIMUM POINT VALUE = 4
		The Bidder included an approved organizational chart illustrating the structure and relationship of positions, units, supervision and functions of the agency.			
13	Outcome Measure				MAXIMUM POINT VALUE = 4
		In keeping with the legislatively mandated requirements for performance-based budgeting, the Bidder provided implementation strategies to be utilized in keeping with the five (5) key goals outlined by the DOEA for the Aging Network.  The Bidder provided implementation strategies and action steps designed to ensure achievement of the legislatively mandated outcome measures.			
	<b>Total Rating:</b>				
	<b>Divided by Number of Questions:</b>			13	
	<b>Section Total:</b>				
	<b>Weight</b>				

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<b>Item #</b>	<b>CONTRACT MODULE ITEM</b>	<b>Rating</b>	<b>Comments</b>
<b>1</b>	<b>Personnel Allocations Worksheet</b>		<b>MAXIMUM POINT VALUE = 4</b>
	The Personnel Cost Flow Worksheet submitted lists all agency staff and the available hours for each staff member. The required information provided is in sufficient detail, accurate and complete. Staff time is allocated to the appropriate category.		
<b>2</b>	<b>Unit Cost Worksheet</b>		<b>MAXIMUM POINT VALUE = 4</b>
	The appropriate Wages & Salary information is linked from the Personnel Cost Flow Worksheet. The Unit Cost Worksheet submitted reflects all services provided by bidder and includes all costs associated with those services regardless of funding source. Costs appear to be allowable, reasonable and necessary.		
<b>3</b>	<b>Supporting Budget by Program Activity - Units</b>		<b>MAXIMUM POINT VALUE = 4</b>
	The Supporting Budget Schedule by Program Activity tracks to the units of service, and total cost calculated on the Unit Costing Worksheet. All calculations are correct and the form has been completed correctly.		
<b>4</b>	<b>Supporting Budget by Program Activity - Match</b>		<b>MAXIMUM POINT VALUE = 4</b>
	The matching funds categories (cash and in-kind) is at least 10% of the "Adjusted Budgeted Costs". All required forms to document the bidder's commitment to match the federal grant (with the exception of IIID) are properly completed, signed by the person authorized to bind the bidder to contractual agreements, and		
<b>5</b>	<b>Supporting Budget by Program Activity - Unit Cost</b>		<b>MAXIMUM POINT VALUE = 4</b>
	For each service the adjusted cost per unit of service is competitive.		
	<b>Total Rating:</b>		
	<b>Divided by Number of Questions:</b>	<b>5</b>	
	<b>Section Total:</b>		
	<b>Weight</b>		

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**2019 OAA Organizational Capability Evaluation Instrument**

**This section is APPLICABLE TO NEW BIDDERS ONLY**

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Item #	ORGANIZATIONAL CAPABILITY ITEM	RATING	COMMENTS
<b>1</b>	<b>Organizational Chart &amp; Job Descriptions</b>		<b>MAXIMUM POINT VALUE = 4</b>
	Bidder submitted copies of its organizational chart and all job descriptions for all positions indicated on the Personnel Allocations Worksheet . It is clear from these documents that proper lines of supervision and adequate staffing are in place.		
<b>2</b>	<b>Personnel Policies Statement</b>		<b>MAXIMUM POINT VALUE = 4</b>
	Bidder submitted a statement certifying its current Personnel Policies meet the minimum requirements specified in the RFP under "Personnel Standards and Employee Benefits" section.		
<b>3</b>	<b>Audit</b>		<b>MAXIMUM POINT VALUE = 4</b>
	A copy of the most recent audited financial statements and compliance reports package was submitted. There were no significant findings or questioned costs and all recommendations made by the independent auditor to improve internal controls were implemented. Overall financial condition is strong.		
<b>4</b>	<b>Board Roster &amp; By Laws</b>		<b>MAXIMUM POINT VALUE = 4</b>
	A current board roster and/or current roster of legal governing body and corporate bylaws were submitted. Board composition, in general, reflects that of the county where service is to be rendered. The bylaws provide for board oversight and involvement in all aspects of the agency.		
<b>5</b>	<b>Articles of Incorp. &amp; IRS Determination</b>		<b>MAXIMUM POINT VALUE = 4</b>
	Copies of the articles of incorporation and the IRS determination letter granting tax exempt status (if applicable) were submitted.		
<b>6</b>	<b>IRS 990 or FORM 1120/1120S</b>		<b>MAXIMUM POINT VALUE = 4</b>
	A copy of the most recent IRS Form 990 (Not for Profit) or Form 1120/1120S (for Profit) was submitted (if applicable). Overall financial condition is strong.		

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Item #	ORGANIZATIONAL CAPABILITY ITEM	RATING	COMMENTS
<b>7</b>	<b>Certificate of Insurance(s)</b>		<b>MAXIMUM POINT VALUE = 4</b>
	A certificate(s) of insurance is provided. The bidder has General Liability, Professional Liability, Automobile Liability Hired/Non-Owned, Auto for Owned Vehicles, if applicable and Worker's Compensation Insurance at a minimum. Coverage at a minimum is as follows: 1M/2M General Liability; 1M/3M Professional Liability; 500K Auto Liability.		
<b>8</b>	<b>Administrative Assessment Checklist</b>		<b>MAXIMUM POINT VALUE = 4</b>
	The Administrative Assessment Checklist was submitted. All items were answered. Indication is given that the agency adheres to sound fiscal and administrative standards for its operations.		
<b>9</b>	<b>Certification of 30 days operating funds</b>		<b>MAXIMUM POINT VALUE = 4</b>
	Certification of the availability of 30 days operating funds was provided in a signed statement.		
<b>10</b>	<b>Monitoring Reports</b>		<b>MAXIMUM POINT VALUE = 4</b>
	The "new bidder" agency submitted the requested 2016-2017 monitoring reports: two fiscal and two programmatic reports. Resolution of problems identified in the report were addressed appropriately.		
<b>11</b>	<b>Reference Letters</b>		<b>MAXIMUM POINT VALUE = 4</b>
	The "new bidder" agency submitted a letter of reference from a major funder addressing the agency's management capabilities, accountability of funds and service provision.		
<b>12</b>	<b>Documentation of Experience</b>		<b>MAXIMUM POINT VALUE = 4</b>
	The "new bidder" agency forwarded documentation of experience they have had in provision of service(s) to frail elders, as well as the length of time (in years) they have worked to meet the needs of elders in the State of Florida. If the Bidder has not provided service(s) in the State of Florida, service history elsewhere is submitted as support documentation. The Bidder supplied contact person(s), name, address, telephone number of contracting agencies.		

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<b>Item #</b>	<b>ORGANIZATIONAL CAPABILITY ITEM</b>	<b>RATING</b>	<b>COMMENTS</b>
<b>13</b>	<b>Transition Plan Statement</b>		<b>MAXIMUM POINT VALUE = 4</b>
	The "new bidder" agency forwarded a statement agreeing to forward a transition plan within 20 days of bid award.		
<b>Total Rating:</b>			
<b>Divided by Number of Questions:</b>		<b>13</b>	
<b>Section Total:</b>			
<b>Weight</b>		<b>20%</b>	

**NOTE:**

The Organizational Capacity portion of the evaluation is applicable to "NEW BIDDERS" only.

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**"NEW BIDDER"**  
**RATING SUMMARY SHEET**

<b>Program Module</b>	
Total Rating:	
Divided by Number of Questions:	13
Section Total:	
Weight	50%
<b>Contract Module</b>	
Total Rating:	
Divided by Number of Questions:	5
Section Total:	
Weight	30%
<b>Organizational Capability (See note below)</b>	
Total Rating:	
Divided by Number of Applicable Questions:	13
Section Total:	
Weight	20%

**TOTAL WEIGHTED SCORE (by component)**

Program Module (50%)  
 Contract Module (30%)  
 Organizational Capability (20%) \_\_\_\_\_

**TOTAL WEIGHTED SCORE:**

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**"CURRENT OAA-FUNDED LOCAL SERVICE PROVIDER"**  
**RATING SUMMARY SHEET**

<b>Program Module</b>	
Total Rating:	
Divided by Number of Questions:	13
Section Total:	
Weight	60%
<b>Contract Module</b>	
Total Rating:	
Divided by Number of Questions:	5
Section Total:	
Weight	40%

**TOTAL WEIGHTED SCORE (by component)**

Program Module (60%)  
 Contract Module (40%) \_\_\_\_\_

**TOTAL WEIGHTED SCORE:**

**NOTE:**  
 The current Local Service Providers were not required to complete the Organizational Capability portion of the RFP which was weighted as 20% (for new bidders). Therefore the 20% weight factor was added proportionately to the Program and Contract components.

## **APPENDIX IX**

### **Appeal Procedure**

ElderSource is the responsible authority on the settlement and satisfaction of all contractual and administrative issues arising from contract awards entered into and in support of any Request for Proposal (RFP) or Invitation to Bid (ITB) led by this Agency. This includes disputes, claims, protest of award, source evaluation or other matters of a contractual nature.

No protest will be heard concerning the actual RFP or ITB event or contents, until all parties have the option to either participate or decline participation in any advertised RFP or ITB.

Matters concerning violation of relevant Florida Statutes will be referred to the Department of Elder Affairs (DOEA).

**Note: Any party or parties who have questions or objections to the terms and conditions of an RFP or ITB must present those matters in writing to the Contact Person specified in the RFP/ITB no later than the date and time of the first or only Bidder's Conference, as specified in the RFP/ITB. This bid process is not subject to Department of Administrative Hearings (DOAH) review. All decisions are final. The rejection of any/or all bids is discretionary and is not subject to the specified protest procedures.**

#### I. Appointment of the Appeals Committee

The President of the Board of Directors of ElderSource shall appoint an Appeals Committee consisting of no less than 3 and no more than 7 members of the Board of Directors to hear RFP/ITB appeals. No members shall have served on the Review or Selection Committee related to the decision/award being protested. The Board President shall designate one member of the Appeals Committee as Presiding Officer. The decision of this Committee is final and binding.

#### II. Protest

Any person or entity affected adversely by an ElderSource decision or intended decision concerning a notice of intended or actual contract award may file a written notice of protest with the contact person listed in the solicitation. All protests must follow the order and time frames described in these procedures.

- Time is critical in all matters relating to protest procedures.
- In the event of litigation, venue will be Duval County, Florida.
- If any designated Protest timeline should fall on a Saturday, Sunday, or holiday, the date of the designated timeline shall be the next working day.

#### III. Filing the Protest

Any person or entity affected adversely by a ElderSource decision or intended decision or intended decision concerning a notice of contract or actual contract award

must:

- Advise the contact person listed in the RFP/ITB in writing, by the date and time specified in the RFP/ITN after the posting of the intended or actual contract award. The written intent to file a protest must be accompanied by a bond in the form of a cashier's check or money order made payable to ElderSource in the amount of \$5,000 or 1% of the Area Agency's total contract, whichever is less. If, after completion of the administrative hearing process and any court or appeals proceedings, the Area Agency prevails, the Area Agency shall recover all costs and charges relative to the bonded protest, including any attorney's fees, which will be incorporated in the final order or judgment. Upon payment of such costs and charges by the bonded protester, any balance of the bond shall be returned to the protester.
- Present a formal written Protest to the ElderSource Contact Person designated in the RFP/ITB, no later than the date and time specified in the RFP/ITB.

#### IV. Content of the Formal Written Protest

The formal written protest should be printed, typewritten or otherwise duplicated in a legible form. The content of the formal written protest should contain:

- The name and address of the ElderSource contact person listed in the RFP/ITB.
- The name and address of the duly authorized person of the firm filing the protest
- An explanation of how the protesting entity's substantial interests have been affected by the notice of intent or actual contract award
- A statement of all issues of disputed material fact. If there are none, the protest must so indicate
- A concise statement of facts alleged as well as the rules and statutes which entitle the entity filing the protest to relief
- The demand for relief to which the entity deems themselves entitled
- Affirmation that the Protester or authorized representative will be available at the time and place designated in the RFP/ITB for Appeals to be heard.
- Any other helpful information

#### V. ElderSource Response to Protest

- Upon receipt of a timely filed written protest, the formal execution of the contract shall be halted until the resolution of the protest
- ElderSource Board of Directors may, if it is deemed necessary, set forth in writing the continuance of client services on an emergency basis without interruption. The purpose of the continuance would be the avoidance of immediate and serious danger to health, safety and welfare of functionally impaired elderly persons served by a firm or agency receiving funding from ElderSource. This written determination will specifically detail underlying facts determining the Board's decision and will constitute the final Board action.

## VI. Resolution of the Protest

- Upon receipt of the Formal Written Protest, the RFP ElderSource Contact Person must attempt to resolve the protest in an informal manner through mutual agreement
- If the protest is not resolved in an informal manner through mutual agreement, the Board President of ElderSource will call a meeting of the Appeals Committee to review the Protest and to hear pertinent facts. Date, time and location of the meeting of the Appeals Committee will be as specified in the RFP/ITB.
- The protestor may represent himself, or be represented by an attorney or designated alternate at the Appeals Committee meeting
- All interested parties may call witnesses to be sworn in and subjected to examination and cross examination
- The Appeals Committee will preserve an official and complete record of the proceedings from a court reporter or a tape recording
- The Appeals Committee must advise the protesting party of its' decision in writing and post the decision at the ElderSource within 5 working days of the date of the hearing. The decision of the Appeals Committee is final and binding.
- Awards will be "finalized" and re-posted following the posting of the decision of the Appeals Committee.

## APPENDIX X

### Bidders Checklist

**Bidders are encouraged to use this checklist to assure that all required proposal items/time lines have been met. The proposer is cautioned to read and become familiar with all sections of the ElderSource proposal documents. Failure to do so may result in the submission of an irregular proposal resulting in its possible rejection by ElderSource. The following itemized checklist identifies various items of the proposal documents, which should be particularly examined by the proposer. Proposers should carefully review the items specified for submission in all of the RFP documents. No representation is made that the following checklist is a complete guide to every submission requirement in the RFP documents.**

**Minimum Requirements For A Proposal To Be Considered:**

- 1. Delivered by 5:00 pm on Monday, July 23, 2018.
- 2. All copies of the proposal must be delivered in an envelope or box that is securely sealed and clearly marked on the outside with the name of the bidder.
- 3. Signed Statement of No Involvement
- 4. Signed Contract Terms and Conditions Affidavit
- 5. Summary Information Page signed by a person authorized to bind the agency to all contractual obligations (Title Page of Service Provider Application, Section I.A.)
- 6. Signed cash and/or in-kind commitment forms that guarantee the bidder's ability to provide adequate matching funds or, lacking that, written justification for its non-submission.

Verify that the following sections of the **Service Provider Application** have been properly submitted:

	Initial if submitted
<b>I.A. Service Provider Summary Information</b>	_____
<b>II.A. Program Module Documents:</b>	
1. Needs Assessment	_____
2. Targeting	_____
3. Linkages	_____
4. Consumer Targeting and Prioritization	_____
5. Services	_____
6. Subcontract Monitoring Schedule	_____

- 7. Quality Assurance \_\_\_\_\_
- 8. Process for Adverse Incidents, Consumer Complaints and Reducing or Terminating Services \_\_\_\_\_
- 9. Reporting \_\_\_\_\_
- 10. Client Confidentiality & Security \_\_\_\_\_
- 11. Disaster Preparedness \_\_\_\_\_
- 12. Organizational Chart \_\_\_\_\_
- 13. Description of Service Delivery (by Service) \_\_\_\_\_
- 14. Objectives and Performance Measures \_\_\_\_\_
- 15. Nutrition Requirements (Nutrition provider only) \_\_\_\_\_
- 16. Legal Services program Delivery (Legal providers only) \_\_\_\_\_
- 17. Organizational Chart \_\_\_\_\_
- 18. SPA Appendix \_\_\_\_\_
- 19. Program Module Review Checklist \_\_\_\_\_

**II.B. Contract Module Documents:**

Initial if submitted

- 1. Personnel Allocations Worksheet \_\_\_\_\_
- 2. Unit Cost Worksheet \_\_\_\_\_
- 3. Supporting Budget Schedule by Program Activity \_\_\_\_\_
- 4. Commitment of Cash Donation \_\_\_\_\_
- 5. Commitment of In-kind Contribution of Space \_\_\_\_\_
- 6. Commitment of In-Kind Contribution of Supplies \_\_\_\_\_
- 7. Commitment of In-Kind Contribution of Equipment \_\_\_\_\_
- 8. Commitment of In-Kind Contribution of Services \_\_\_\_\_
- 9. Commitment of In-Kind Volunteer Personnel and Travel \_\_\_\_\_
- 10. Availability of Documents \_\_\_\_\_
- 11. Contract Module Review Checklist \_\_\_\_\_

**New Bidders Only - Verify that the following sections of the Organizational Capability Package have been properly submitted:**

Initial if submitted

- 1. Approved Organization Chart \_\_\_\_\_
- 2. Job Descriptions for all Staff involved in CCE Program \_\_\_\_\_
- 3. Personnel Policies Certification Statement \_\_\_\_\_
- 4. Most Recent Audited Financial Statements \_\_\_\_\_
- 5. Complete Roster of Board of Directors/Corporate Officers \_\_\_\_\_
- 6. Corporate Bylaws \_\_\_\_\_
- 7. Articles of Incorporation \_\_\_\_\_
- 8. IRS Determination Letter on Tax Exempt Status \_\_\_\_\_
- 9. IRS Form 990 \_\_\_\_\_
- 10. Certificate of Insurance \_\_\_\_\_
- 11. Administrative Assessment Checklist (Appendix V) \_\_\_\_\_
- 12. Certification of 30 days operating funds \_\_\_\_\_
- 13. Monitoring Reports \_\_\_\_\_
- 14. Reference Letter \_\_\_\_\_
- 15. Documentation of Experience \_\_\_\_\_

## APPENDIX XI

### OAA Contract Historical Information

2016	IIIB	IIIC1	IIIC2	IIIE	Legal Services	IIID
Baker	60,022.17	31,277.76	58,682.00	10,717.00	-	-
Clay	136,903.48	146,961.32	110,495.00	48,965.00	-	-
Duval	685,706.48	611,401.52	546,399.00	240,680.00	-	22,495.99
Flagler	153,319.00	37,629.85	108,482.00	38,027.00	-	-
Nassau	139,038.00	68,082.30	54,944.07	41,289.30	-	-
St. Johns	260,395.35	94,934.97	14,330.00	58,163.98	-	-
Volusia	761,894.66	402,026.68	349,692.39	220,361.45	-	-
Baker, Clay, Duval, Nassau, St. Johns	-	-	-	-	155,461.00	-
Flagler, Volusia	-	-	-	-	83,439.00	-
Baker, Clay, Duval, Flagler, Nassau, St. Johns, Volusia	-	-	-	-	-	98,329.00
2017	IIIB	IIIC1	IIIC2	IIIE	Legal Services	IIID
Baker	58,074.24	33,629.63	64,589.05	10,892.80	-	-
Clay	114,556.00	178,481.44	101,673.48	49,712.40	-	-
Duval	683,283.58	600,133.34	548,393.78	244,446.30	-	-
Flagler	153,454.82	44,073.95	106,754.34	38,635.40	-	-
Nassau	150,640.29	63,177.85	53,373.82	33,857.00	-	-
St. Johns	258,850.49	117,813.61	138,064.29	64,961.12	-	-
Volusia	745,884.80	387,797.72	385,060.48	196,048.18	-	-
Baker, Clay, Duval, Nassau, St. Johns	-	-	-	-	161,596.40	-
Flagler, Volusia	-	-	-	-	77,569.40	-
Baker, Clay, Duval, Flagler, Nassau, St. Johns, Volusia	-	-	-	-	-	140,179.99
2018	IIIB	IIIC1	IIIC2	IIIE	Legal Services	IIID
Baker	49,498.97	33,629.63	68,501.44	13,122.42	-	-
Clay	115,122.18	177,498.75	97,395.56	52,489.68	-	-
Duval	695,989.93	605,339.78	526,340.41	242,764.77	-	-
Flagler	146,755.41	50,407.23	115,290.33	39,367.26	-	-
Nassau	144,751.59	61,303.78	63,818.42	32,806.05	-	-
St. Johns	262,507.75	113,848.60	142,254.16	65,612.10	-	-
Volusia	767,860.87	376,344.30	366,513.73	196,836.30	-	-
Baker, Clay, Duval, Nassau, St. Johns	-	-	-	-	157,336.19	-
Flagler, Volusia	-	-	-	-	84,169.41	-
Baker, Clay, Duval, Flagler, Nassau, St. Johns, Volusia	-	-	-	-	-	112,744.00

## APPENDIX XII OAA Contract Rates

O3C1 Contract Rates Per Unit of Service							
2017 O3C1 Service	Maximum Allowable Rates						
Congregate Meals	\$7.20						
Congregate Meals - Screening	\$38.08						
Nutrition Counseling - Indv	\$59.45						
Nutrition Education	\$3.00						
2017 O3C1 Service	Baker County	Clay County	Duval County	Flagler County	Nassau County	St. Johns County	Volusia County
Congregate Meals	\$6.88	\$5.57	\$6.88	\$6.63	\$6.63	\$6.52	\$7.20
Congregate Meals - Screening	n/a	\$19.89	\$34.75	n/a	\$27.80	\$27.58	\$38.08
Nutrition Counseling - Indv	\$59.45	\$39.52	\$55.70	n/a	\$13.34	\$59.15	\$55.00
Nutrition Education	\$2.70	\$3.00	\$2.70	\$2.68	\$1.94	\$0.87	\$1.51
2016 O3C1 Service	Baker County	Clay County	Duval County	Flagler County	Nassau County	St. Johns County	Volusia County
Congregate Meals	\$6.88	\$5.19	\$6.88	\$6.63	\$6.73	\$6.52	\$7.14
Congregate Meals - Screening	n/a	\$19.89	\$34.74	n/a	\$27.80	\$19.54	\$38.08
Nutrition Counseling - Indv	\$59.60	\$40.87	\$56.04	n/a	\$13.34	\$59.15	n/a
Nutrition Education	\$2.70	\$1.27	\$2.70	\$2.66	\$2.70	\$0.87	\$1.51
O3C2 Service	Allowed Rates						
Home Delivered Meals	\$7.20						
Nutrition Counseling - Indv	\$59.54						
Nutrition Education	\$7.55						
Screening & Assessment	\$31.34						

O3C2 Contract Rates Per Unit of Service							
2017 O3C2 Service	Maximum Allowable Rates						
Home Delivered Meals	\$7.20						
Nutrition Counseling - Indv	\$59.54						
Nutrition Education	\$7.55						
Screening & Assessment	\$31.34						
2017 O3C2 Service	Baker County	Clay County	Duval County	Flagler County	Nassau County	St. Johns County	Volusia County
Home Delivered Meals	\$7.04	\$6.17	\$6.87	\$5.75	\$5.70	\$6.30	\$7.20
Nutrition Counseling - Indv	\$43.20	\$44.15	\$59.54	n/a	\$6.89	\$59.15	\$55.00
Nutrition Education	\$7.51	\$3.00	\$7.55	\$2.68	\$3.58	\$0.87	\$1.51
Screening & Assessment	n/a	n/a	\$28.35	n/a	n/a	\$27.58	\$31.34
2016 O3C2 Service	Baker County	Clay County	Duval County	Flagler County	Nassau County	St. Johns County	Volusia County
Home Delivered Meals	\$6.81	\$6.17	\$6.87	\$5.57	\$5.70	\$6.30	\$7.19
Nutrition Counseling - Indv	\$56.36	\$34.27	\$59.54	n/a	\$13.34	\$59.15	\$47.10
Nutrition Education	\$7.55	\$1.27	\$7.55	\$4.92	\$2.75	\$0.87	\$1.51
Screening & Assessment	n/a	n/a	\$28.35	n/a	n/a	\$27.58	n/a

**OA3B Contract Rates Per Unit of Service**

<b>2017 OA3B Service</b>	<b>Maximum Allowable Rates</b>
Adult Day Care	\$10.13
Case Management	\$41.06
Case Aide	\$33.15
Chore	\$28.98
Companionship	\$20.70
Emergency Alert Response	\$1.14
Homemaker	\$20.41
Housing Improvement	Variable
Material Aid	Variable
Personal Care	\$20.73
Respite (In-Home)	\$21.95
Screening & Assessment	\$42.75
Transportation	\$35.64

<b>2017 OA3B Service</b>	<b>Baker County</b>	<b>Clay County</b>	<b>Duval County</b>	<b>Flagler County</b>	<b>Nassau County</b>	<b>St. Johns County</b>	<b>Volusia County</b>
Adult Day Care	n/a	n/a	n/a	n/a	n/a	n/a	\$10.13
Case Management	n/a	\$30.00	n/a	n/a	n/a	n/a	\$41.06
Case Aide	\$19.00	\$20.00	\$26.52	n/a	n/a	n/a	\$33.15
Chore	n/a	\$25.00	\$26.46	n/a	\$16.26	\$28.98	\$20.23
Companionship	n/a	n/a	\$20.70	n/a	\$14.80	\$20.70	n/a
Emergency Alert Response	\$1.14	\$0.89	\$1.12	n/a	\$1.02	\$0.95	\$0.92
Homemaker	\$18.25	\$18.00	\$19.82	\$13.46	\$20.22	\$20.39	\$20.41
Housing Improvement	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Material Aid	Variable	n/a	n/a	n/a	n/a	n/a	n/a
Personal Care	n/a	\$18.00	\$20.23	\$13.79	\$20.33	\$19.80	\$20.73
Respite (In-Home)	n/a	\$18.00	n/a	n/a	n/a	\$18.00	\$20.56
Screening & Assessment	\$42.75	\$20.97	\$42.75	n/a	\$37.67	\$27.58	\$31.34
Transportation	n/a	\$6.00	\$8.58	\$8.09	\$15.62	\$7.15	\$9.17

<b>2016 OA3B Service</b>	<b>Baker County</b>	<b>Clay County</b>	<b>Duval County</b>	<b>Flagler County</b>	<b>Nassau County</b>	<b>St. Johns County</b>	<b>Volusia County</b>
Adult Day Care	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Case Management	n/a	\$30.00	n/a	n/a	n/a	n/a	\$41.06
Case Aide	\$19.00	n/a	\$26.52	n/a	n/a	n/a	\$33.15
Chore	n/a	\$25.00	\$26.46	n/a	\$16.26	\$28.98	\$20.23
Companionship	n/a	n/a	\$20.70	n/a	\$14.80	\$20.70	n/a
Emergency Alert Response	\$1.14	\$0.89	\$1.26	n/a	\$1.02	\$0.95	\$0.92
Homemaker	\$18.25	\$18.00	\$19.82	\$14.06	\$21.14	\$20.39	\$20.41
Housing Improvement	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Material Aid	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Personal Care	n/a	\$18.00	\$20.23	\$13.79	\$20.33	\$19.80	\$20.73
Respite (In-Home)	n/a	\$18.00	n/a	n/a	n/a	\$18.00	n/a
Screening & Assessment	\$42.75	\$20.97	\$42.75	n/a	\$35.03	\$27.58	\$42.38
Transportation	n/a	\$3.85	\$8.58	\$8.09	\$14.29	\$7.15	\$9.17

**OA3E Contract Rates Per Unit of Service**

2017 OA3E Service	Maximum Allowable Rates						
Adult Day Care	\$10.13						
Caregiver Training - Group	\$142.50						
Caregiver Training - Indv	\$47.22						
Intake	\$25.11						
Respite	\$20.56						
Screening & Assistance	\$42.95						
Transportation	\$9.17						
2017 OA3E Service	Baker County	Clay County	Duval County	Flagler County	Nassau County	St. Johns County	Volusia County
Adult Day Care	n/a	n/a	\$9.24	n/a	n/a	n/a	\$10.13
Caregiver Training – Group	\$44.95	\$142.50	\$129.24	n/a	n/a	\$74.11	\$25.36
Caregiver Training – Indv	n/a	n/a	\$63.54	n/a	n/a	\$74.11	\$25.36
Intake	n/a	n/a	\$25.11	n/a	\$25.11	n/a	n/a
Respite	\$18.95	\$18.00	\$19.63	\$15.10	\$18.91	\$18.00	\$20.56
Screening & Assistance	n/a	n/a	\$42.95	n/a	\$37.67	\$27.58	\$31.34
Transportation	n/a	n/a	\$8.57	n/a	n/a	n/a	\$9.17
2016 OA3E Service	Baker County	Clay County	Duval County	Flagler County	Nassau County	St. Johns County	Volusia County
Adult Day Care	n/a	n/a	\$9.24	n/a	n/a	n/a	\$9.63
Caregiver Training - Group	n/a	\$142.50	\$129.24	n/a	n/a	\$74.11	\$25.36
Caregiver Training - Indv	n/a	n/a	\$63.54	n/a	n/a	\$74.11	n/a
Intake	n/a	n/a	\$25.11	n/a	n/a	n/a	n/a
Respite	\$18.96	\$18.98	\$19.63	\$15.09	\$20.80	\$18.00	\$20.56
Screening & Assistance	n/a	n/a	\$42.95	\$14.62	n/a	\$27.58	\$44.90
Transportation	n/a	n/a	\$8.57	n/a	n/a	n/a	n/a

**OA3EG Contract Rates Per Unit of Service**

2017 OAEG Service	Maximum Allowable Rates						
Caregiver Training – Group	\$122.67						
Caregiver Training – Indv	\$44.96						
Child Day Care	\$9.91						
Screening & Assessment	\$32.28						
Transportation	\$8.57						
2017 OA3EG Service	Baker County	Clay County	Duval County	Flagler County	Nassau County	St. Johns County	Volusia County
Caregiver Training – Group	n/a	n/a	\$24.65	\$101.08	\$122.67	n/a	\$25.36
Caregiver Training - Indv	n/a	n/a	\$44.96	n/a	n/a	n/a	\$25.36
Child Day Care	n/a	n/a	n/a	n/a	n/a	\$9.11	\$9.91
Screening & Assessment	n/a	n/a	\$32.28	n/a	\$25.11	n/a	n/a
Transportation	n/a	n/a	\$8.57	n/a	n/a	n/a	n/a
2016 OA3EG Service	Baker County	Clay County	Duval County	Flagler County	Nassau County	St. Johns County	Volusia County
Caregiver Training – Group	n/a	n/a	\$24.65	\$115.99	\$122.67	n/a	n/a
Caregiver Training - Indv	\$26.15	n/a	\$44.96	n/a	n/a	n/a	n/a
Child Day Care	n/a	n/a	n/a	n/a	n/a	\$9.11	\$9.91
Screening & Assessment	n/a	n/a	\$32.28	n/a	n/a	n/a	n/a
Transportation	n/a	n/a	\$8.57	n/a	n/a	n/a	n/a

**OA3ES Contract Rates Per Unit of Service**

<b>2017 OAEG Service</b>	<b>Maximum Allowable Rates</b>
Chore	\$25.00
Housing Improvement	various
Material Aide	various
Specialized Svcs & Supplies	various

<b>2017 OA3ES Service</b>	<b>Baker County</b>	<b>Clay County</b>	<b>Duval County</b>	<b>Flagler County</b>	<b>Nassau County</b>	<b>St. Johns County</b>	<b>Volusia County</b>
Chore	n/a	\$25.00	\$19.20	n/a	n/a	n/a	\$20.23
Housing Improvement	n/a	n/a	n/a	n/a	n/a	n/a	various
Material Aide	various	n/a	various	various	n/a	various	various
Specialized Svcs & Supplies	n/a	various	various	various	various	n/a	various

<b>2016 OA3ES Service</b>	<b>Baker County</b>	<b>Clay County</b>	<b>Duval County</b>	<b>Flagler County</b>	<b>Nassau County</b>	<b>St. Johns County</b>	<b>Volusia County</b>
Chore	n/a	\$25.00	\$19.20	n/a	n/a	n/a	n/a
Housing Improvement	n/a	n/a	various	n/a	n/a	n/a	n/a
Material Aide	various	n/a	various	various	n/a	various	various
Specialized Svcs & Supplies	n/a	various	various	various	various	n/a	various

**APPENDIX XIII**

**Statement Assuring No OAA Funds Utilized in the Development of RFP**

*To be completed by currently designated OAA Local Service Providers*

I, \_\_\_\_\_, as an authorized representative  
of \_\_\_\_\_, certify that no funding received from  
ElderSource including Older Americans Act federal grant revenue was used in preparing this  
Request for Proposal bid.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## APPENDIX XIV Targeting Goals by County

**Baker County 2018 Targeting Goals**

Characteristic	2016 PSA 60+ Population County	%	# of Service Recipients in PSA served in 2016	%	2017 Projected Population	Goal: # of Service Recipients in PSA to serve in 2017	%	2018 Projected Population	Goal: # of Service Recipients in PSA to serve in 2018	%	2019 Projected Population	Goal: # of Service Recipients in PSA to serve in 2019	%
Total Population	27,551				27,574			27,836			28,098		
60+	5,289	19%	240		5,294	242		5,299	244		5,304	246	
Below Poverty Level	782	15%	79	33%		80	33%		81	33%		82	33%
Limited English	16	0%	15	0%		15	0%		15	0%		15	0%
Living Alone	1,007	19%	95	40%		96	40%		97	40%		98	40%
Low Income Minority^A	99	2%	20	8%		20	8%		20	8%		20	8%
Minority	614	12%	33	14%		33	14%		33	14%		33	14%
Rural	2,814	56%	83	35%		136	56%		137	56%		138	56%
Probable Alzheimer's Cases	390	7%	45	19%		45	19%		45	19%		46	19%

**Clay County 2018 Targeting Goals**

Characteristic	2016 PSA 60+ Population County	%	# of Service Recipients in PSA served in 2016	%	2017 Projected Population	Goal: # of Service Recipients in PSA to serve in 2017	%	2018 Projected Population	Goal: # of Service Recipients in PSA to serve in 2018	%	2019 Projected Population	Goal: # of Service Recipients in PSA to serve in 2019	%
Total Population	209,808				212,955			216,149			219,391		
60+	43,214	21%	1,121		44,721	1,138		45,391	1,155		46,021	1,172	
Below Poverty Level	4,034	9%	297	26%		301	26%		306	26%		310	26%
Limited English	666	2%	48	4%		49	4%		50	4%		51	4%
Living Alone	8,230	19%	307	27%		390	27%		396	27%		402	27%
Low Income Minority^A	773	2%	101	9%		103	9%		105	9%		106	9%
Minority	6,407	15%	246	22%		250	22%		254	22%		258	22%
Rural	6,237	14%	157	14%		159	14%		161	14%		163	14%
Probable Alzheimer's Cases	3,473	8%	211	19%		214	19%		217	19%		220	19%

**Duval County 2018 Targeting Goals**

Characteristic	2016 PSA 60+ Population County	%	# of Service Recipients in PSA served in 2016	%	2017 Projected Population	Goal: # of Service Recipients in PSA to serve in 2017	%	2018 Projected Population	Goal: # of Service Recipients in PSA to serve in 2018	%	2019 Projected Population	Goal: # of Service Recipients in PSA to serve in 2019	%
Total Population	930,535				941,236			952,060			963,009		
60+	182,977	20%	7,598		185,081	7,685		187,209	7,773		189,362	7,862	
Below Poverty Level	28,269	15%	1,991	26%		2,014	26%		2,037	26%		2,060	26%
Limited English	5,572	3%	192	3%		194	3%		196	3%		198	3%
Living Alone	48,802	27%	2,362	31%		2,389	31%		2,416	31%		2,444	31%
Low Income Minority^A	13,657	7%	1,267	17%		1,282	17%		1,297	17%		1,312	17%
Minority	57,661	32%	4,033	53%		4,079	53%		4,126	53%		4,173	53%
Rural	4,095	2%	172	2%		174	2%		176	2%		178	2%
Probable Alzheimer's Cases	15,437	8%	1,239	16%		1,253	16%		1,267	16%		1,282	16%

**Flagler County 2018 Targeting Goals**

Characteristic	2016 PSA 60+ Population County	%	# of Service Recipients in PSA served in 2016	%	2017 Projected Population	Goal: # of Service Recipients in PSA to serve in 2017	%	2018 Projected Population	Goal: # of Service Recipients in PSA to serve in 2018	%	2019 Projected Population	Goal: # of Service Recipients in PSA to serve in 2019	%
Total Population	107,910				110,198			112,534			114,920		
60+	37,973	35%	682		38,778	696		39,600	711		40,440	726	
Below Poverty Level	5,351	14%	201	29%		205	29%		209	29%		213	29%
Limited English	1,429	4%	54	8%		55	8%		56	8%		57	8%
Living Alone	6,116	16%	257	38%		262	38%		268	38%		274	38%
Low Income Minority^	1,762	5%	71	10%		73	10%		75	10%		77	10%
Minority	6,705	18%	199	29%		203	29%		207	29%		211	29%
Rural	3,469	9%	86	13%		88	13%		90	13%		92	13%
Probable Alzheimer's Cases	3,445	9%	164	24%		167	24%		171	24%		175	24%

**Nassau County 2018 Targeting Goals**

Characteristic	2016 PSA 60+ Population County	%	# of Service Recipients in PSA served in 2016	%	2017 Projected Population	Goal: # of Service Recipients in PSA to serve in 2017	%	2018 Projected Population	Goal: # of Service Recipients in PSA to serve in 2018	%	2019 Projected Population	Goal: # of Service Recipients in PSA to serve in 2019	%
Total Population	79,588				80,957			82,349			83,765		
60+	22,834	29%	410		23,227	417		23,626	424		24,032	431	
Below Poverty Level	2,690	12%	111	27%		113	27%		115	27%		117	27%
Limited English	61	0%	3	1%		3	1%		3	1%		3	1%
Living Alone	4,542	20%	151	37%		154	37%		157	37%		160	37%
Low Income Minority^	315	1%	32	8%		73	8%		74	8%		75	8%
Minority	1,762	8%	85	20%		86	20%		87	20%		88	20%
Rural	9,083	40%	188	46%		191	46%		194	46%		197	46%
Probable Alzheimer's Cases	1,781	8%	81	20%		82	20%		83	20%		84	20%

**St Johns County 2018 Targeting Goals**

Characteristic	2016 PSA 60+ Population County	%	# of Service Recipients in PSA served in 2016	%	2017 Projected Population	Goal: # of Service Recipients in PSA to serve in 2017	%	2018 Projected Population	Goal: # of Service Recipients in PSA to serve in 2018	%	2019 Projected Population	Goal: # of Service Recipients in PSA to serve in 2019	%
Total Population	228,320				236,859			245,718			254,908		
60+	58,758	26%	1,082		60,956	1,122		63,236	1,164		65,601	1,208	
Below Poverty Level	6,187	11%	345	32%		358	32%		371	32%		385	32%
Limited English	437	1%	31	3%		86	3%		89	3%		92	3%
Living Alone	13,456	23%	328	30%		340	30%		353	30%		366	30%
Low Income Minority^	986	2%	124	11%		456	11%		473	11%		491	11%
Minority	5,216	9%	256	24%		266	24%		276	24%		286	24%
Rural	11,586	20%	246	23%		338	23%		351	23%		364	23%
Probable Alzheimer's Cases	5,079	9%	211	20%		219	20%		227	20%		235	20%

**Volusia County 2018 Targeting Goals**

Characteristic	2016 PSA 60+ Population County	%	# of Service Recipients in PSA served in 2016	%	2017 Projected Population	Goal: # of Service Recipients in PSA to serve in 2017	%	2018 Projected Population	Goal: # of Service Recipients in PSA to serve in 2018	%	2019 Projected Population	Goal: # of Service Recipients in PSA to serve in 2019	%
Total Population	521,997				529,357			536,821			544,390		
60+	357,842	31%	2,977		362,888	3,019		368,005	3,062		373,194	3,105	
Below Poverty Level	23,726	15%	896	30%		909	30%		922	30%		935	30%
Limited English	3,015	1%	204	7%		207	7%		210	7%		213	7%
Living Alone	41,018	11%	1,384	46%		1,404	46%		1,424	46%		1,444	16%
Low Income Minority <sup>A</sup>	4,798	1%	314	11%		318	11%		322	11%		327	11%
Minority	22,621	14%	772	26%		783	26%		794	26%		805	26%
Rural	14,110	4%	133	4%		135	4%		137	4%		139	4%
Probable Alzheimer's Cases	16,289	5%	613	21%		622	21%		631	21%		640	21%