AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.
STANDARD AGREEMENT

COMMUNITY CARE FOR THE ELDERLY

THIS AGREEMENT is entered into between the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (Agency) and Provider Name. (Provider), and collectively referred to as the "Parties." The term Provider for this purpose may designate a vendor, subgrantee or subrecipient.

WITNESSETH THAT:
WHEREAS, the Agency 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 contractor of the Agency.
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 Agreement
The purpose of this Agreement is to provide services in accordance with the terms and conditions specified in this Agreement including all attachments, forms, exhibits and references incorporated, which constitute the Agreement document.

2. Incorporation of Documents within the Agreement
The Agreement will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department of Elder Affairs’ handbooks, manuals or desk books and Master Agreement number IM015-XXXX, as an integral part of the Agreement, except to the extent that the Agreement 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 Agreement document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Agreement document and identified attachments.

3. Term of Agreement
This Agreement shall begin at twelve (12:00) A.M., Eastern Standard Time July 1, 2015 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 June 30, 2018.

4. Agreement Amount
The Agency agrees to pay for contracted services according to the terms and conditions of this Agreement in an amount not to exceed the Total Agreement Amount per funding year outlined below or the rate schedule, with expenditures to be based upon an approved annual budget, subject to adjustment in accordance with Attachment II and subject to the availability of funds. Any costs or services paid for under any other contract or agreement or from any other source are not eligible for payment under this agreement.

These funds are allocated for the period July 1, 2015 – June 30, 2016

<table>
<thead>
<tr>
<th>Program Title</th>
<th>Year</th>
<th>Funding Sources</th>
<th>CSFA</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Care for the Elderly (CCE)</td>
<td>2015</td>
<td>General Revenue</td>
<td>65.010</td>
<td>$x,xxx,xxx.xx</td>
</tr>
<tr>
<td>TOTAL AGREEMENT AMOUNT:</td>
<td></td>
<td></td>
<td></td>
<td>$x,xxx,xxx.xx</td>
</tr>
</tbody>
</table>

1
5. **Renewals.**

By mutual agreement of the Parties, in accordance with s.287.058(1)(f), F.S., the Agency may renew this Agreement for a period not to exceed three years, or the term of the original Agreement, whichever is longer. The renewal price, or method of 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 Agreement and contingent upon satisfactory performance evaluations by the Agency and the availability of funds.

In the event that a subsequent agreement may not be executed prior to the July 1st start date, the Agency may, at its discretion, extend this Master Agreement upon written notice for up to 90 days to ensure continuity of service. Services provided under this extension will be paid for out of the succeeding agreement amount.
6. **Official Payee and Representatives** (Names, Addresses, and Telephone Numbers):

<table>
<thead>
<tr>
<th></th>
<th>Official Payee and Representatives</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>The provider name, as shown on page 1 of this agreement, and mailing address of the official payee to whom the payment shall be made is:</td>
</tr>
</tbody>
</table>
|   | Provider Name  
|   | Provider Address  
|   | Provider City, State, Zip |
| b. | The name of the contact person and street address where financial and administrative records are maintained is: |
|   | Provider Representative  
|   | Provider Name  
|   | Provider Address  
|   | Provider City, State, Zip |
| c. | The name, address, and telephone number of the representative of the provider responsible for administration of the program under this agreement is: |
|   | Provider Representative  
|   | Provider Name  
|   | Provider Address  
|   | Provider City, State, Zip |
| d. | The names, address, telephone numbers and e-mail addresses of the Provider’s designated in-house consultants on DOE’s Programs and Services Handbook, notices of instructions, and requirements of this Agreement: |
|   | Provider Representative  
|   | Provider Name  
|   | Provider Address  
|   | Provider City, State, Zip  
|   | Telephone Number  
|   | E-mail Address |
| e. | The section and location within the agency where Requests for Payment and Receipt and Expenditure forms are to be mailed is: |
|   | Fiscal Center of Excellence  
|   | 4400 N. Congress Avenue  
|   | West Palm Beach, FL 33401 |
| f. | The name, address, and telephone number of the Program Manager for the agency for this agreement is: |
|   | Program Manager Name, Consumer Services Consultant  
|   | Area Agency on Aging PB/TC  
|   | 4400 N. Congress Avenue  
|   | West Palm Beach, FL 33401  
|   | (561) 684-5885 |

Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this agreement.
7. All Terms and Conditions Included:

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

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

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

Provider: PROVIDER NAME

AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.

SIGNED BY:______________________________________

SIGNED BY:______________________________________

NAME:___________________________________________

NAME:___________________________________________

TITLE:___________________________________________

TITLE:___________________________________________

DATE:___________________________________________

DATE:___________________________________________

Federal Tax ID: _________________________________

Fiscal Year Ending Date: __________________________
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FLORIDA DEPARTMENT OF ELDER AFFAIRS STATEMENT OF WORK
COMMUNITY CARE FOR THE ELDERLY PROGRAM

SECTION I: SERVICES TO BE PROVIDED

11. DEFINITIONS OF TERMS AND ACRONYMS

1.1. AGREEMENT ACRONYMS
Activities of Daily Living (ADL)
Adult Protective Services (APS)
Adult Protective Services Referral Tracking Tool (ARTT)
Assessed Priority Consumer List (APCL)
Comprehensive Assessment and Review for Long-Term Care Services (CARES)
Community Care for the Disabled Adult (CCDA)
Community Care for the Elderly (CCE)
Client Information and Registration Tracking System (CIRTS)
Department of Children and Families (DCF)
Department of Elder Affairs (DOEA)
Home Care for Disabled Adults (HCDA)
Instrumental Activities of Daily Living (IADL)
Planning and Service Area (PSA)

1.1.2 PROGRAM SPECIFIC TERMS
Adult Protective Services Referral Tracking Tool: A system designed to track DCF APS referrals to AAAs and CCE Lead Agencies for victims of second party abuse, neglect, and exploitation who need home and community-based services as identified by APS staff.

Aging Out: The condition of reaching 60 years of age and being transitioned from the Department of Children and Families (DCF) Services, Community Care for Disabled Adults (CCDA) or Home Care for Disabled Adults (HCDA) services to the Department's community-based services.

Area Plan: A plan developed by the area agency on aging outlining a comprehensive and coordinated service delivery system in its planning and service area in accordance with the Section 306 (42 U.S.C. 3026) of the Older Americans Act and Department instructions. The Area Plan includes performance measures and unit rates per service offered per county.

Area Plan Update: A revision to the area plan wherein the area agency on aging enters CCE specific data in the CIRTS. An update may also include other revisions to the area plan as instructed by the Department.

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

1.2.1 General Statement
The primary purpose of the CCE program is to prevent, decrease or delay premature or inappropiate and expensive placement of older persons in nursing homes and other institutions.

1.2.2 Community Care for the Elderly Mission Statement
The CCE Program assists functionally impaired elderly persons in living as independently as possible in their own homes or in the homes of relatives or caregivers. The program provides a continuum of care through the development, expansion, reorganization and coordination of multiple community-based services to assist elders to reside in the least restrictive environment suitable to their needs.

1.2.3 Authority
The relevant authority governing CCE program are:

(1) Rule 58C-1, Florida Administrative Code
(2) Sections 430.201 through 430.207, F.S.

1.2.4 Scope of Service
The Provider is responsible for the programmatic, fiscal, and operational management of CCE. The program services shall be provided in a manner consistent with and described in the Provider's current Service Provider Application, which is incorporated by reference, and the current Department of Elder Affairs Programs and Services Handbook, located on the DOEA website, http://elderaffairs.state.fl.us/doea/nois.php.

1.2.5 Major Program Goals
The major goals of the program are to preserve the independence of elders and prevent or delay more costly institutional care through a community care service system that provides case management and other in-home and community services as needed under the direction of a lead agency and provide a continuum of service alternatives that meet the diverse needs of functionally impaired elders.

1.2.6 Key Principles for Contract Administration
The major program goals above are to be achieved keeping in mind the following Key Principles for Contract Administration:

General
1. Contract administration is consumer centered.

2. The Area Agency on Aging and its partners faithfully carry out their obligations as contained in executed contract agreements.

3. The Area Agency on Aging and its partners seek opportunities to remedy administrative shortcomings and improve procedures.

Service Delivery
1. Consumers are offered choice of providers to the greatest degree possible.

2. The Area Agency on Aging manages and maintains the Assessed Priority Consumer List.
3. Service delivery conforms to the requirements of state laws, executed contracts, notices of instruction and the DoEA Programs and Services Handbook.

4. Consumers are served in order of their priority scores determined by DoEA’s 701A and 701B assessments.

5. Older Americans Act consumers are served in accordance with targeting criteria as described in the Handbook.

6. Program reporting is submitted timely and accurate as required by contracts and the Handbook.

**Fiscal**

1. Contract funds are expended in programs for which they were authorized and appropriated by state law.

2. Program budgets adjust to meet the needs of consumers with the highest priority scores.

3. Care plans are carefully monitored to maximize contract funds.

4. Consumer program enrollments are restricted within the limits of program funding.

5. The Area Agency on Aging and its partners establish and maintain controls that ensure transparent accountability for contract funds and budgets at all times.

6. Fiscal reporting is submitted timely and accurately as scheduled.

**1.3. INDIVIDUALS TO BE SERVED**

**1.3.1 General Eligibility**

The CCE program provides a continuum of services for functional impaired elders.

**1.3.2 Individual Eligibility**

In order to receive services under this contract, an applicant must:

(1) Be at least 60 years of age;

(2) Be functionally impaired as determined through the initial comprehensive assessment; and

(3) Not be dually enrolled in the CCE program and a Medicaid capitated long-term care program.

**1.3.2.1 Targeted Groups**

Priority for services provided under this contract shall be given to those eligible persons assessed to be at risk of placement in an institution or who are abused, neglected or exploited.
SECTION II: MANNER OF SERVICE PROVISION

2.1 SERVICE TASKS
To achieve the goals of the CCE program, the Provider shall ensure the following tasks are being performed:

(1) Client Eligibility Determination;
(2) Delivery of Services to Eligible Clients; and
(3) Monitoring the performance of Subcontractors.

2.1.1 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 this ATTACHMENT I, Section 1.3.

2.1.1.1 APS High-Risk Referrals
The Provider shall ensure that for APS high-risk referrals who are enrolled in a Medicaid long-term care program at the time of referral the Provider rejects the referral in ARTT and enter notes indicating the individual is a Medicaid managed care client.

2.1.2 Assessment and Prioritization of Service Delivery for New Clients
Intake assessments and prioritization of service delivery for new clients shall be accomplished in accordance with Your Aging and Disability Resource Center Program Activation Protocols which are incorporated in this Agreement by reference.

2.1.2.1 Abuse, Neglect and Exploitation
The Provider shall ensure that pursuant to Section 430.205(5)(a), Florida Statutes, those elderly persons who are determined by APS to be victims of abuse, neglect, or exploitation who are in need of immediate services to prevent further harm and are referred by APS, will be given primary consideration for receiving CCE services. As used in this subsection, "primary consideration" means that an assessment and services must commence within 72 hours after referral to the Provider as established in accordance with the Memorandum of Understanding, or its successors, separately executed among the provider, the Department of Children and Families, Adult Protective Services and the Agency, which is incorporated in this Agreement by reference.

2.1.2.2 Priority Criteria for Individuals in Nursing Homes in Receivership:
Residents referred pursuant to this subsection shall be given primary consideration for receiving services under the CCE program in a manner as persons classified to receive such services pursuant to Section 430.205, Florida Statutes.
### 2.1.2.3 Referrals for Medicaid Waiver Services:

1) The Provider must, through the client assessment, identify potential Medicaid eligible CCE clients and to refer these individuals for application for Medicaid Waiver services.

2) Individuals who have been identified as being potentially Medicaid Waiver eligible are required to apply for Medicaid Waiver services in order to receive CCE services and can only receive CCE services while the Medicaid Waiver eligibility determination is pending. If the client is found ineligible for Medicaid Waiver services for any reason other than failure to provide required documentation, then the individual may continue to receive CCE services.

3) Individuals who have been identified as being potentially Medicaid Waiver eligible must be advised of the responsibility to apply for Medicaid Waiver services as a condition of receiving CCE services while the eligibility determination is being processed.

### 2.1.3 Delivery of Service to Eligible Clients

The Provider shall ensure the provision of a continuum of services that meet the diverse needs of functionally impaired elders. The Provider shall ensure performance and reporting of the following service provisions in accordance with the current DOEA Programs and Services Handbook. The services include the following categories:

1. **Core Services;**
2. **Health Maintenance Services;** and
3. **Other Support Services.**

Services that are underlined in sections 2.1.3.1, 2.1.3.2 and 2.1.3.3 below must be a part of the Provider’s Service Provider Application.
2.1.3.1 Core Services for Programmatic Operation

The Provider shall ensure that core services include a variety of home-delivered services, day care services, and other basic services that are most needed to prevent unnecessary institutionalization. Core services include the following:

1. Adult Day Care;
2. Chore Services;
3. Companionship;
4. Escort;
5. Financial Risk Reduction;
6. Home Delivered Meals;
7. Homemaker;
8. Housing Improvement;
9. Legal Assistance;
10. Pest Control Services;
11. Respite Services;
12. Shopping Assistance; and
13. Transportation.

2.1.3.2 Health Maintenance Services

The Provider shall ensure that health maintenance services are routine health services that are necessary to help maintain the health of functionally impaired elders. The services are limited to medical therapeutic services, non-medical prevention services, personal care services, home health aide services, home nursing services, and emergency response systems. Typical services to be provided are the following:

1. Adult Day Health Care;
2. Emergency Alert Response;
3. Gerontological Counseling;
4. Health Support;
5. Home Health Aide;
6. Medication Management;
7. Mental Health Counseling/Screening;
8. Nutrition Counseling;
9. Occupational Therapy;
10. Personal Care;
11. Physical Therapy;
12. Skilled Nursing Services;
13. Specialized Medical Equipment, Services and Supplies; and

2.1.3.3 Other Support Services

The Provider shall ensure that support services expand the continuum of care options to assist functionally impaired elders and their caregivers. Support services include the following:

1. Caregiver Training/Support;
2. Case Aid;
3. Case Management;
4. Intake (EHEAP Only);
5. Material Aid; and
6. Other.
2.1.3.4 Consumer Choice
The Agency is committed to ensuring consumer choice in services and for providing redundancy of services in preparation for disaster/emergency situations. For this reason, the Provider must have vendor agreements with no less than two vendors for each service it provides (except for Legal Assistance, Adult Day Care, Case Aid and Case Management services.) If the Provider is unable to meet this requirement, the Provider must document the reason why as well as stipulate plans for complying with this requirement. Any services where there are less than two vendors with the execution of this Agreement must be identified and documented to the Consumer Services Consultant within 30 days of the execution of this Agreement. The Provider must provide the following services as required by State statute: case management, homemaker and chore services, respite care, adult day care, personal care services, home delivered meals, counseling, information and referral, and emergency home repair services.

2.1.4 Use of Subcontractors
Use of a subcontractor for Case Management or Case Aid services is prohibited. If this Agreement involves the use of a subcontractor or third party, then the Provider shall not delay the implementation of its agreement with the subcontractor. If any circumstances occur that may result in a delay for a period of 60 days or more of the initiation of the subcontract or in the performance of the subcontractor, the Provider shall notify the Consumer Services Consultant and the Agency’s Chief Financial Officer in writing of such delay.

The Provider shall not permit a subcontractor to perform services related to this Agreement without having a binding subcontractor agreement executed. In accordance with Section 23.1 of Master Agreement IM015-XXXX, the Agency will not be responsible or liable for any obligations or claims resulting from such action.

2.1.4.1 Monitoring the Performance of Subcontractors
The Provider shall monitor at least once per year each of its subcontractors, subrecipients, vendors, and/or consultants paid from funds provided under this Agreement. 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 Agreement are achieved.

2.2 Service Times
The Provider shall ensure the services listed in this Agreement are 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, 8:00am to 5:00pm.

2.2.1 Changes in Service Delivery Location or Service Times
The Provider shall provide the agency’s Consumer Services Consultant with 30 days’ notice of any plan temporarily or permanently changing any service delivery location or service times. Any changes to the service delivery location or service times must have the approval of the Agency’s Consumer Services Consultant.

2.3 DELIVERABLES
The Provider shall ensure the provision of the services described in the Agreement in accordance with the current Department of Elder Affairs Programs and Services Handbook and the services tasks described in Section 2.1. ATTACHMENT K lists the services that can be performed and the unit rate. Units of service will be paid pursuant to the rate established in the Service Provider Application as updated and approved by the Agency.
2.4 REPORTS
The Provider shall respond to additional routine and/or special requests for information and reports required by the Agency in a timely manner as determined by the Consumer Services Consultant. The Provider shall establish due dates for any Subcontractors that permits the Provider to meet the Agency’s reporting requirements.

2.4.1 Client Information and Registration Tracking System (CIRTS) Reports
The Provider shall input CCE specific data into CIRTS to ensure CIRTS data accuracy. The Provider shall use CIRTS generated reports which include the following:

1. Client Reports;
2. Monitoring Reports;
3. Services Reports;
4. Miscellaneous Reports;
5. Fiscal Reports;
6. Aging and Disability Resource Center Reports; and
7. Outcome Measurement Reports.
8. To ensure CIRTS data integrity, the following timeframes are required for entering data into CIRTS:
   - CIRTS Enrollment Screen reflects ACTV – Within 10 working days
   - Assessments - Within 30 days of Assessment Date
   - Care Plans – Within 30 days of Care Plan Date

Failure to ensure the collection and maintenance of the CIRTS data may result in the Agency enacting the Financial Consequences of Non-performance clause in Section 37 of the Master Contract or the Termination” clause in Section 50 of the Master Agreement, including delaying or withholding payment until the problem is corrected.

2.5 RECORDS AND DOCUMENTATION

The Provider shall ensure, on a monthly basis, that client and service information is properly collected and maintained within the Client Information and Registration Tracking System (CIRTS) or any such system designated by the Agency. Maintenance includes valid exports and backups of all data and systems according to Agency standards and the DOEA Programs and Services Handbook.

2.6 Each Provider and subcontractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Provider functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location. The Provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with Subcontractors. These policies and procedures will be made available to the Agency upon request.

2.7 PERFORMANCE SPECIFICATIONS

2.7.1 Outcomes and Outputs
1. The Provider shall timely submit to the Agency all reports and all information as required by the Agreement.

2. The Provider must identify a minimum of two point persons who will serve as the Provider’s in-house consultants on the DOEA Programs and Services Handbook, Notices of Instruction,
and all provisions of this Agreement. These persons must be responsible for providing in-house training and technical assistance and must be accessible by the Agency’s Fiscal and Consumer Services staff in a timely manner. Their names and contact information should be listed in Section 6 of the Standard Agreement.

(3) The performance of the Provider in providing services described in this Agreement shall be measured by the current Service Provider Application strategies for the following criteria:

- Percent of most frail elders who remain at home or in the community instead of going into a nursing home;
- Percent of APS referrals who are in need of immediate services to prevent further harm who are served within 72 hours;
- Average monthly savings per consumer for home and community-based care versus nursing home care for comparable group clients;
- Percent of elders assessed with high or moderate risk environments who improved their environment score;
- Percent of new service recipients with high-risk nutrition scores whose nutritional status improved;
- Percent of new service recipients whose ADL assessment score has been maintained or improved;
- Percent of new service recipients whose IADL assessment score has been maintained or improved;
- Percent of family and family-assisted caregivers who self-report they are likely to provide care;
- Percent of caregivers whose ability to provide care is maintained or improved after one year of service intervention (as determined by the caregiver and the assessor);
- Average time in the CCE Program for Medicaid Waiver probable customers; and
- Percent of customers who are at imminent risk of nursing home placement who are served with community based services.

Any future outcome measures identified by the Agency and/or the Department of Elder Affairs shall be incorporated by reference.

(4) The Provider’s Executive Director is required to meet quarterly with the Agency CEO to discuss issues pertinent to Agreement performance and the Key Principles of Contract Administration.

2.7. PROVIDER’S FINANCIAL OBLIGATIONS

2.7.1 Matching, Level of Effort, and Earmarking Requirement

The Provider must provide a match of at least 10 percent of the cost for all CCE services. The match will be made in the form of cash and/or in-kind resources. At the end of the agreement period, all CCE funds expended must be properly matched. State funds cannot be used to match another state-funded program.

2.7.2 Cost Sharing and Co-payments

The Provider will establish annual co-payment goals. The Agency has the option to withhold a portion of the Provider’s Request for Payment if goals are not met according to the DOEA’s co-payment guidelines. Co-payments include only the amounts assessed consumers or the amounts consumers opt to contribute in lieu of an assessed co-payment. The contribution must be equal to or greater than the assessed co-payment. Co-payments collected in the CCE program can be used as
2.8 AGENCY RESPONSIBILITIES

2.8.1 Program Guidance and Technical Assistance
The Agency will provide to the Provider guidance and technical assistance as needed to ensure the successful fulfillment of the Agreement by the Provider.

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

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

SECTION III: METHOD OF PAYMENT

3.1 General Statement of Method of Payment
This is a fixed rate for services Agreement. The Agency agrees to pay for contracted services according to the terms and conditions of this Agreement in an amount not to exceed the Total Agreement Amount in Section 4 of the Standard Agreement.

3.1.1 The Provider agrees to distribute funds as detailed in the Budget Summary, Attachment VII to this Agreement. Any changes in the total amounts of the funds identified on the Budget Summary form require an Agreement amendment. Any adjustment to the approved annual supporting budget schedule should be identified on the monthly invoice of the month the adjustment occurred. A revised supporting budget schedule is not required unless the changes impact the Budget Summary, Attachment VII to this Agreement.

3.2 Advance Payments
The Provider may request up to two months of advances at the start of the Agreement 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 the DOEA by the State of Florida ("budget release"). The Provider shall provide the Agency’s Grant Manager documentation justifying the need for an advance and describing how the funds will be distributed.
3.2.1 The Provider’s requests for an advance require the approval of the Agency’s Chief Financial Officer. If sufficient budget is available, the Agency will issue approved advance payments after July 1st of the contract year.

3.2.2 All advance payments made to the Provider shall be returned to the Agency 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 three, in accordance with the Agreement Report Schedule, ATTACHMENT VIII to this Agreement.

3.2.3 The Provider may temporarily place advanced funds in a FDIC insured interest bearing account. All interest earned on Agreement fund advances must be returned to the Agency within thirty (30) days of the end of each quarter of the Agreement period.

3.3 Invoice Submittal and Requests for Payment

The Provider shall submit requests for payment to the Agency on Agency-approved forms. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on Agency forms. The due date for the request for reimbursement and report(s) shall be no later than the 15th day of the following month being reported.

3.3.1 Remedies for Nonconforming Services

The Provider shall ensure that all goods and/or services provided under this Agreement are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.

3.3.2 If the Provider fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Agreement. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this Agreement. The Provider’s signature on the request for payment form certifies maintenance of supporting documentation and acknowledgement that the Provider shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Agency requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

3.3.3 Financial Consequences

The Provider shall ensure the provision of services in accordance with the Service Provider Application as updated and within the contract amount. The Provider shall ensure expenditure of 100% of the contract amount budgeted for services to clients at the unit rates established in the Service Provider Application. In the event the Provider has a surplus of 1% or more at the end of the Agreement term the Agency may reallocate 1% of the budget for the next year of the Agreement term to other providers found to be serving clients to the fullest extent of their allocated budgets. If, or to the extent, there is any conflict, between this paragraph and paragraphs 39.1 and 39.2 of the Master Agreement IM015, this paragraph shall have precedence.

All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the Agreement. The schedule for submission of advance requests (when available) and invoices is ATTACHMENT VIII to this Agreement.

3.3.5 Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in ATTACHMENT VII, Budget Summary. Any changes in the amounts of federal or general revenue funds identified in ATTACHMENT VII, Budget Summary require an Agreement amendment.

3.3.6 Any payment due by the Agency under the terms of this Agreement may be withheld pending
the receipt and approval by the Agency of all financial and programmatic reports due from the Provider and any adjustments thereto, including any disallowance not resolved as outlined in Section 26 of this Agreement.

3.3.7 Date for Final Request for Payment
The final request for payment will be due to the Agency no later than August 1, 2016, for the 2015-2016 Agreement year, August 1, 2017 for the 2016-2017 Agreement year, and August 1, 2018 for the 2017-2018 Agreement year.

3.4 Consequences for Non-Compliance
This Agreement contains numerous performance requirements that on the whole indicate the Provider’s relative degree of success in achieving quality contract administration and service delivery. It is the obligation of the Agency to assist the Provider in attaining its highest level of quality performance. Thus, it is the expectation of the Agency that when deficiencies in performance are observed, the Agency will communicate such observations to the Provider and that the Provider in turn will act to remedy the deficiency within the required time frame. Key performance issues include, but are not restricted to, timely report submission in accordance with Attachment VIII to this Agreement; accurate CIRTS data entry; timely response to APS high risk referrals; adherence to DoEA nutrition program standards; performance specifications outlined in Section 2.7 of Attachment I, accurate completion of program-required forms; collection of co-payments as required; accurate maintenance of client case files; and submission of corrective action plans as may be required following monitoring examinations or the Provider’s required annual audit.

The Agency, at its discretion, may impose sanctions on the Provider within the Agreement period, including withholding of Agreement payments, when repeated deficiencies in the same area go uncorrected as follows:

First sanction – A written corrective action instruction is issued to the Provider’s chief executive officer. The corrective action must be timely completed and acceptable to the Agency. Failure to comply may result in the Provider’s payments being held until compliance is achieved. Once achieved, payments would be released.

Second sanction – If any previously reported program deficiencies continue and program performance is considered unsatisfactory. Funds withheld will be permanently retained for distribution to other providers in the network. Once the Provider becomes fully compliant, then payments can restart but the Provider will not recover any of the permanently retained payments.

Third sanction – The Agreement is terminated as described in Section 50 of the Master Agreement.

3.5 Documentation for Payment
The Provider shall maintain documentation to support payment requests that shall be available to the Agency or authorized individuals, such as Department of Financial Services, upon request.

3.5.1 The Provider will enter all required data per the Department of Elder Affairs’ CIRTS Policy Guidelines for clients and services in the CIRTS database. Data will be entered into CIRTS before the Provider submits their request for payment and expenditure reports to the Agency. CIRTS data for services received must be entered into CIRTS by the 20th day of the month subsequent to the month in which the services were delivered. Services entered after this date will not be reimbursed. Once entered into CIRTS, received services cannot be changed from one DOEA funding source to another DOEA funding source.

3.5.2 The Provider will run monthly CIRTS reports and verify that client and service data in CIRTS is accurate. This report will verify client information provided by the Provider and will be reviewed
3.5.3 The CIRTS report “Clients Served Not Enrolled” must be submitted with the request for payment. It should be run for the period from the Agreement start date to the month in which the invoice is submitted.
ATTACHMENT III

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

<table>
<thead>
<tr>
<th>PROGRAM TITLE</th>
<th>FUNDING SOURCE</th>
<th>CFDA</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

TOTAL FEDERAL AWARD

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

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

<table>
<thead>
<tr>
<th>MATCHING RESOURCES FOR FEDERAL PROGRAMS</th>
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</thead>
<tbody>
<tr>
<td>PROGRAM TITLE</td>
</tr>
<tr>
<td>---------------</td>
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TOTAL STATE AWARD $0

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

<table>
<thead>
<tr>
<th>PROGRAM TITLE</th>
<th>FUNDING SOURCE</th>
<th>CSFA</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Care for the Elderly</td>
<td>General Revenue</td>
<td>65010</td>
<td>$x,xxx,xxx.xx</td>
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</tbody>
</table>

TOTAL AWARD $x,xxx,xxx.xx

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

STATE FINANCIAL ASSISTANCE
Section 215.97, Fla. Stat.
Chapter 69I-5, Fla. Admin. Code
COMMUNITY CARE FOR THE ELDERLY PROGRAM

BUDGET SUMMARY (2015-2016)

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1. CCE Client Services</td>
<td>$x,xxx.xxx.xx</td>
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<tr>
<td>2. CCE Case Management</td>
<td>$xx,xxx.xx</td>
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<tr>
<td>3. CCE Case Aide</td>
<td>$xx,xxx.xx</td>
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<tr>
<td>3. Total</td>
<td>$x,xxx,xx.xx</td>
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</table>
COMMUNITY CARE FOR THE ELDERLY

AGREEMENT REPORT SCHEDULE

<table>
<thead>
<tr>
<th>Report</th>
<th>Based On</th>
<th>Submit to the Agency on this Date</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>July Advance*</td>
<td>June 20</td>
</tr>
<tr>
<td>2</td>
<td>August Advance*</td>
<td>June 20</td>
</tr>
<tr>
<td>3</td>
<td>July Expenditure Report / Surplus Deficit Report/ Encumbrance Analysis Report</td>
<td>August 15</td>
</tr>
<tr>
<td>4</td>
<td>August Expenditure Report / Surplus Deficit Report Encumbrance Analysis Report</td>
<td>September 15</td>
</tr>
<tr>
<td>5</td>
<td>Minority Vendor Report # 1</td>
<td>October 1</td>
</tr>
<tr>
<td>6</td>
<td>September Expenditure Report / Surplus Deficit Report/Encumbrance Analysis Report</td>
<td>October 15</td>
</tr>
<tr>
<td>7</td>
<td>October Expenditure Report / Surplus Deficit Report</td>
<td>November 15</td>
</tr>
<tr>
<td>8</td>
<td>November Expenditure Report / Surplus Deficit Report/Encumbrance Analysis Report</td>
<td>December 15</td>
</tr>
<tr>
<td>9</td>
<td>Minority Vendor Report # 2</td>
<td>January 1</td>
</tr>
<tr>
<td>11</td>
<td>January Expenditure Report / Surplus Deficit Report/Encumbrance Analysis Report</td>
<td>February 15</td>
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<tr>
<td>12</td>
<td>February Expenditure Report / Surplus Deficit Report/Encumbrance Analysis Report</td>
<td>March 15</td>
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<td>13</td>
<td>Minority Vendor Report # 3</td>
<td>April 1</td>
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<tr>
<td>14</td>
<td>March Expenditure Report / Surplus Deficit Report/Encumbrance Analysis Report</td>
<td>April 15</td>
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<tr>
<td>15</td>
<td>April Expenditure Report / Surplus Deficit Report/Encumbrance Analysis Report</td>
<td>May 15</td>
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<tr>
<td>16</td>
<td>May Expenditure Report / Surplus Deficit Report/Encumbrance Analysis Report</td>
<td>June 15</td>
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<td>17</td>
<td>Minority Vendor Report # 4</td>
<td>July 1</td>
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<td>18</td>
<td>June Expenditure Report / Surplus Deficit Report/Encumbrance Analysis Report</td>
<td>July 15</td>
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<tr>
<td>19</td>
<td>Final Expenditure and Closeout Report</td>
<td>August 1</td>
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Note #1: All advance payments made to the Provider shall be returned to the Agency 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 three.

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

## EXPENDITURE REPORT

<table>
<thead>
<tr>
<th>Program Code</th>
<th>Service Code</th>
<th>YTD Units</th>
<th>Rate</th>
<th>YTD Requested</th>
<th>Previous YTD Requested</th>
<th>Current Month Requested</th>
<th>Contract Amount</th>
<th>Contract Balance</th>
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<tbody>
<tr>
<td>CCE</td>
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### Other Fiscal Information

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<th>Program Code</th>
<th>Service Code</th>
<th>YTD Amount</th>
<th>Rate</th>
<th>YTD Requested</th>
<th>Previous YTD Amount</th>
<th>Current Month Amount</th>
<th>Goal Amount</th>
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**#DIV/0!** Anything over 10% requires written confirmation from provider.

#DIV/0! 100.00% GOAL