

**STANDARD CONTRACT AWARD AGREEMENT
AREA AGENCY ON AGING**

(Area Agency Name)

THIS CONTRACT AGREEMENT is entered into between the State of Florida, Department of Elder Affairs, hereinafter referred to as the "Department", and the _____, hereinafter referred to as the "Recipient". This contract agreement is subject to all provisions contained in the MASTER AGREEMENT executed between the Department and the Recipient, Agreement No. M0034, and its successor, incorporated herein by reference.

The parties agree:

I. Recipient Agrees:

A. Services to be Provided:

To plan, develop, and accomplish the services delineated, or otherwise cause the planning, development, and accomplishment of such services and activities, under the conditions specified and in the manner prescribed in Attachment I of this agreement.

B. Requirements of Section 287, Florida Statutes:

These requirements are herein incorporated by reference.

C. B. Final Request for Payment:

The Recipient **must** submit the final request for payment to the Department no more than 60 days after the contract agreement ends or is terminated.; **if the Recipient fails to do so, all right to payment is forfeited, and the Department will not honor any requests submitted after the aforesaid time period.** Any payment due under the terms of this contract agreement may be withheld until all reports due from the Recipient, and necessary adjustments thereto, have been approved by the Department.

II. The Department Agrees:

A. Contract Agreement Amount:

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \$_____, subject to the availability of funds.

B. Obligation to Pay:

The State of Florida's performance and obligation to pay under this contract agreement is contingent upon an annual appropriation by the Legislature.

C. Source of Funds:

The costs of services paid under any other contract agreement or from any other source are not eligible for reimbursement under this contract agreement. The funds awarded to the Recipient pursuant to this contract agreement are in the state grants and aids

appropriations and consist of the following:

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Administration	2003	U.S. Dept. Of Health and Human Services	93.044 -045 and 93.052	\$
Title IIIB Support Services	2003	"	93.044	\$
Title III C1 Congregate Meals	2003	"	93.045	\$
Title III C2 Home Delivered Meals	2003	"	93.045	\$
Title III E Services	2003		93.052	\$
Administration	2003	General Revenue	N/A	\$
	TOTAL FUNDS CONTAINED IN THIS CONTRACT AGREEMENT:			\$

III. Recipient and Department Mutually Agree:

A. Effective Date:

1. This contract agreement shall begin on January 1, 20034 or on the date the contract agreement has been signed by both parties, whichever is later.
2. This contract agreement shall end on December 31, 20034.

B. Termination, Suspension, and/or Enforcement:

The causes and remedies for termination or suspension of this contract agreement shall follow the same procedures as outlined in Section III. B. and Section III. C. of the Master Agreement.

C. Recipient Responsibility:

Notwithstanding the pass through language contained in Section I.S.1. of the Master Agreement, the Recipient maintains responsibility for the performance of all subrecipients in accordance with all applicable federal and state laws (Code of Federal Regulations (CFR) Title 45, Chapter XIII, Part 1321.25)..

D. Notice, Contact, and Payee Information:

1. The name, address, and telephone number of the contract grant manager for the Department for this contract agreement is:

Department of Elder Affairs
4040 Esplanade Way, Suite 335
Tallahassee, Florida 32399-7000
(850) 414-2000 SC 994-2000

2. The name, address, and telephone number of the representative of the Recipient responsible for administration of the program under this contact is:
3. In the event different representatives are designated by either party after execution of this contract agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract agreement.
4. The name (Recipient name as shown on page 1 of this contract agreement) and mailing address of the official payee to whom the payment shall be made:

IN WITNESS THEREOF, the parties hereto have caused this 14 page contract agreement to be executed by their undersigned officials as duly authorized.

RECIPIENT:

STATE OF FLORIDA,
DEPARTMENT OF ELDER AFFAIRSBOARD PRESIDENT OR
AUTHORIZED DESIGNEE

SIGNED

BY: _____

SIGNED

BY: _____

NAME: _____

NAME: TERRY F. WHITE

TITLE: _____

TITLE: SECRETARY

DATE: _____

DATE: _____

FEDERAL ID NUMBER:

Recipient FISCAL YEAR END DATE:

ATTACHMENT I
OLDER AMERICANS ACT PROGRAM

I. STATEMENT OF PURPOSE

The Older Americans Act (OAA) Program is a federal program which provides assistance to older persons and caregivers.

To enhance the provision of services at the local level, the Department is charged with dividing the state into distinct planning and service areas (PSA's) and designating an Area Agency on Aging (AAA) for each of them. The recipient, an AAA, is responsible for assessing the needs of older persons within its respective PSA.

The OAA Program is the only federal supportive services program directed solely toward improving the lives of older people. The recipient fosters the development and implementation of comprehensive and coordinated systems to serve older individuals. Under current law, all service providers funded under part B of the Act must follow priorities established by the recipient and approved by the Department for serving the rural elderly, those with greatest economic and social need including specific objectives for low-income minority older persons.

The Older Americans Act provides a framework for a partnership among the different levels of government and the public and private sectors with a common objective — improving the quality of life for all older Americans by helping them to remain independent and productive.

II. SERVICES TO BE PROVIDED

A. Services:

The recipient's area plan for the calendar year 20034, and any revisions thereto approved by the department and located in the contractgrant manager's file, are incorporated by reference in this contractagreement between the department and the recipient, and prescribe the services to be rendered by the recipient and prescribe the manner in which the recipient will meet the requirements of the Older Americans Act as amended in 2000.

B. Manner of Service Provision:

The services will be provided in a manner consistent with and described in the recipient's area plan for calendar year 20034, the Department of Elder Affairs Home and Community-Based Services Handbook dated 1/03, the Department of Elder Affairs National Family Caregiver Support Program Guidelines, and the Department of Health and Human Services, Office of Assistant Secretary, Administration on Aging, Program Instruction, AoA-PI-01-02. In the event the manual or guidelines are revised, such revision will automatically be incorporated into the contractagreement and the grant

manager will send a copy to the recipient's contact person recipient will be given a copy of the revisions. The recipient agrees to perform the services of this contract agreement in accordance with all federal, state, and local laws, rules, regulations and policies that pertain to Older Americans Act funds.

III. METHOD OF PAYMENT

A. The method of payment in this contract agreement includes advances, cost reimbursement for administration costs and Title III E services and fixed rate amounts for other services. The recipient must ensure all costs and fixed rate amounts include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on historical costs and audited historical costs when applicable. The recipient shall consolidate all requests for payment and all expenditure reports that support requests for payment from subrecipients and vendors and shall submit to the department on forms 106A, 105A and 106E.

____ All subawards to subrecipients are subject to those Federal cost principles applicable to the particular organization concerned. Thus, if the subrecipient a subaward is to a governmental unit (other than a college, university or hospital), this Circular shall apply; if the subrecipient a subaward is to a commercial organization, the cost principles applicable to commercial organizations shall apply; if a subaward is to a college or university, Circular A-21 shall apply; if the subrecipient a subaward is to a hospital, the cost principles used by the Federal awarding agency for awards to hospitals shall apply, subject to the provisions of subsection A.3.a. of this Attachment; if a the subrecipient subaward is to some other non-profit organization, Circular A-122, "Cost Principles for Non-Profit Organizations," shall apply.

If the recipient subcontracts any part of its responsibilities under this agreement to a vendor, as defined in Office and Management and Budget (OMB) Circular A-133, Section .210, the recipient's responsibility is to assure that the unit price paid for the services subcontracted is reasonable, ordinary and prudent under the circumstances, that procurement, delivery and payment for goods and services received comply with the applicable provisions in this agreement, and that appropriate documentation exists to support the units billed and paid for.

B. The recipient shall maintain documentation to support payment requests which shall be available to the State Comptroller or the department upon request.

C. The recipient may request a monthly advance for administration and service costs for each of the first two months of the contract agreement period, based on immediate anticipated cash needs. Detailed documentation justifying cash needs for advances must be submitted with the signed contract agreement, approved by the department, and maintained in the contract grant manager's file. For-profit organizations cannot receive advance funds. All payment requests for the third through the twelfth months shall be based on the submission of monthly actual expenditure reports beginning with the first month of the

contractagreement. The schedule for submission of invoices is **ATTACHMENT II** to this contractagreement. Reconciliation and recouping of advances made under this contractagreement are to be completed by the time the final payment is made. All payments are subject to the availability of funds.

D. A final receipt and expenditure report (closeout report) will be forwarded to the department within seventy-five (75) days after the contractagreement ends or is terminated. All monies which have been paid to the recipient and not used to retire outstanding obligations of the contractagreement being closed out must be refunded to the department along with the final receipt and expenditure report.

E. Interest Earned on General Revenue and Federal Funds: All interest income earned on the advance of general revenue and federal funds must be separately identified and returned to the department in accordance with departmental procedures together with the payment and expenditure reports.

F. Any payment due by the department under the terms of this contractagreement may be withheld pending the receipt and approval by the department of all financial and programmatic reports due from the recipient and any adjustments thereto, including any disallowance not resolved as outlined in Section I.T. of the Master Agreement.

G. The recipient agrees to implement the distribution of funds as detailed in the approved area plan and the Budget Summary, **ATTACHMENT III** to this contractagreement. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contractagreement amendment.

H. Financial Reports: The recipient agrees to provide an accurate, complete and current disclosure of the financial results of this contractagreement as follows:

1. To submit all requests for payment and expenditure reports according to the format, schedule and requirements specified in **ATTACHMENT I**.
2. The completed manual units of service portions of the Older Americans Act Annual Report, if applicable, are due to the contractgrant manager on the date established by the department. The department will obtain the remaining Report sections from the Consumer Information, Registration and Tracking System (CIRTS).

IV. SPECIAL PROVISIONS

A. Consumer Contributions and Co-payments for Services

A.1. The recipient assures compliance with Section 315 of the Older Americans Act as amended in 2000, in regard to consumer contributions. For services not paid

for with Older Americans Act funds, subrecipients may charge co-payments to those persons able to pay part or all of the cost of services.

B.2. Voluntary contributions are not to be used for cost sharing or matching (see Title 45, Chapter XIII, Part 1321.25, CFR).

C.3. Accumulated voluntary contributions are to be used prior to requesting Federal reimbursement (see Title 45, Chapter XIII, Part 1321.25, CFR).

D.4. Voluntary contributions and related interest earned are program income and must be used to expand services.

B. Match

The recipient will provide match of at least 25 percent of the federal administrative funds received. The recipient's match will be made in the form of cash, general revenue administrative funds and/or inkind resources. The recipient will assure, through contract a provision in their subcontract subgrant agreement, a match requirement of at least 10 percent of the cost for all services funded through this contract agreement. The subrecipient's match will be made in the form of cash and/or inkind resources. At the end of the contract agreement period, all Older Americans Act funds must be properly matched.

C. Title III Funds

The recipient assures compliance with Section 306 of the Older Americans Act Amendments as amended in 2000, that funds received under Title III will not be used to pay any part of a cost (including an administrative cost) incurred by the area agency on aging to carry out a contract agreement or commercial relationship that is not carried out to implement Title III.

D. Carry Forward Funds

Carry forward funds must be identified on the computation of carry forward report submitted with the closeout report and requests for award of carry forward funds must be justified by the recipient and approved by the department. All OAA carry forward funds must be budgeted in the same title as originally awarded.

E. Prioritization for Service Delivery

The recipient shall develop and implement policies and procedures consistent with Older Americans Act targeting criteria.

F. Information and Referral

The recipient shall ensure, through training and periodic monitoring, all Information and Referral/Assistance programs operating in their Planning and Service Area adhere to the Standards for Professional Information & Referral, **ATTACHMENT IV**, to this contract agreement. The basis of these department standards are the standards published by the Alliance of Information & Referral Systems (AIRS), copyright 2000, and amended by the department to meet the unique needs of the Elder Helpline system.

G. Service Cost Reports:

The recipient will require subrecipients to submit semi-annual service cost reports which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates.

H. Caregiver Forums

The recipient will support a Statewide Caregiver Forum coordinated by the department by sponsoring the attendance of a minimum of ten caregivers and contributing \$1,000.00 toward the expense of speakers and miscellaneous training expenses using contract agreement funds. Sponsorship of caregivers includes providing funds for all expenses related to caregivers attending this event; to include registration, travel, and local respite services. Recipients are also encouraged to conduct local caregiver forums utilizing Title III-E funds. Caregiver Forums are defined in the Department of Elder Affairs Title III-E National Family Caregiver Support Guidelines.

OLDER AMERICANS ACT PROGRAM**CONTRACT AGREEMENT REPORT CALENDAR
ADVANCE BASIS CONTRACT AGREEMENT**

<u>Report Number</u>	<u>Based On</u>	<u>Submit to Department On This Date</u>
1	January Advance*	January 1
2	February Advance*	January 1
3	January Expenditure Report	February 15
4	February Expenditure Report	March 15
5	March Expenditure Report	April 15
6	April Expenditure Report	May 15
7	May Expenditure Report	June 15
8	June Expenditure Report	July 15
9	July Expenditure Report	August 15
10	August Expenditure Report	September 15
11	September Expenditure Report	October 15
12	October Expenditure Report	November 15
13	November Expenditure Report/Jan. Adv. Recon.**	December 15
14	December Expenditure Report/Feb. Adv. Recon.**	January 15
15	Final Expenditure and Request for Payment Report	March 1
16	Closeout Report	March 15

Legend: * Advance based on projected cash need.
 ** Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the department, payment is to accompany the report.

Note # 1: Report #1 for Advance Basis Contract Agreements cannot be submitted to the State Comptroller prior to January 1 or until the contract agreement with the department has been executed and a copy sent to the Comptroller. Actual submission of the vouchers to the State Comptroller is dependent on the accuracy of the expenditure report.

Note # 2: The last two months of the recipient's fiscal reports covering actual expenditures shall reflect an adjustment repaying advances for the first two months of the contract agreement, if advances have not been recouped.

01/01/034 DRAFT

Contract Agreement Number A0034

**ATTACHMENT III
OLDER AMERICANS ACT PROGRAM**

BUDGET SUMMARY

Attachment from the Area Plan.

**ATTACHMENT IV
OLDER AMERICANS ACT PROGRAM**

**SUMMARY OF STANDARDS FOR PROFESSIONAL
INFORMATION & REFERRAL**

I. SERVICE DELIVERY

Standard 1: Information Provision

The recipient's Information and Referral (I & R) service shall provide accurate information to an inquirer in response to a direct request for such information. Information can range from a limited response (such as organization's name, telephone number, and address) to detailed data about community service systems (such as explaining how a group intake system works for a particular agency), agency policies, and procedures for application. Every call, including information only calls, shall be documented. Documentation shall include the type of information requested and the action taken.

The I&RI & R Specialist shall encourage inquirers to call back if the information proves incorrect, inappropriate, or insufficient to link them with needed service(s).

Standard 2: Referral Provision

The I & R service shall provide information and referral services in which the inquirer has one-to-one contact with an I & R specialist. The referral process consists of assessing the needs of the inquirer, identifying appropriate resources, assessing appropriate response modes, indicating organizations capable of meeting those needs, providing enough information about each organization to help inquirers make an informed choice, helping inquirers for whom services are unavailable by locating alternative resources, and actively participating in linking the inquirer to needed services. Follow-up is required for each referral. The referral cannot be counted until follow-up is complete.

The I&RI & R Service shall provide the ability to barrier-free access to its services for individuals and groups who have special needs (i.e. TDD/TTY access for people with hearing impairments, and language access for inquirers who speak languages other than English.)

The I&RI & R service shall utilize technology that improves access to service and enhances its ability to serve inquirers efficiently and effectively while preserving the level and quality of its core services. Technology includes telephone systems, I&RI & R software packages, and searchable I&RI & R databases on the Internet.

Standard 3: Advocacy/Intervention

The I & R service shall offer advocacy to ensure that people receive the benefits and services to which they are entitled and that organizations within the established service delivery system meet the collective needs of the community. For purposes of these standards, advocacy does not include legislative advocacy (lobbying) any actions specifically prohibited by federal cost principles. All advocacy efforts shall be consistent with policies established by the governing body of the I & R service and shall proceed only with the permission of the inquirer.

The I&RI & R service shall intervene on behalf of individuals to help them establish eligibility for or obtain needed services when they have been denied benefits or services to which they are entitled, or when they need assistance to communicate their needs to a service provider.

Standard 4: Follow- Up

Follow-up on referrals must be completed within 10 calendar days either by telephone or visit to the inquirer and/or the organization, to determine that services are being provided and that the elder or caregiver is satisfied with the services as provided unless a crisis situation suggest more immediate follow-up.

If the inquirer has not received services or the need has not been met, the I&RI & R service shall determine whether there is still a need and make additional appropriate referrals. The I&RI & R service shall also document the follow-up results (that service was not received) for future reference.

II. RESOURCE DATABASE**Standard 5: Inclusion/ Exclusion Criteria**

The I & R service shall have a written policy that describes inclusion/exclusion criteria for entities to be included into the resource database. The inclusion/exclusion criteria shall be reviewed on a regular basis to ensure that they continue to meet the changing needs of the community. These criteria shall be uniformly applied and published so that staff and the public will be aware of the scope and limitations for acceptance into of the database.

If the I&RI & R service charges a fee for the inclusion of organizations in its database, that practice shall be published as a part of its inclusion/exclusion criteria.

Standard 6: Data Elements

A standardized profile shall be developed for each county's organization within the planning and service area. The database shall include:

- \$ Providers legal name, common name and acronym
- \$ Address (mailing and physical location)
- \$ Telephone number(s)
- \$ Hours and days of operation
- \$ Legal Status (non profit, government, for-profit, unincorporated group)
- \$ Description of services
- \$ Method (Source) of Payment (Medicaid, Medicare, private insurance)
- \$ Date the information was last verified

Standard 7: Indexing the Resource Database/ Search Methods

Information in the resource database shall be indexed and accessible in ways that support the I & R process.

Standard 8: Classification System (Taxonomy)

The I&RI & R service shall use the AIRS/INFO LINE Taxonomy of Human Service classification system.

Standard 9: Database Maintenance

The resource database shall be updated through continuous revision or at intervals sufficiently frequent to ensure accuracy of information and comprehensiveness of its contents. The resource database shall be updated at least annually and records in the database shall include the date of the last update.

III. REPORTS AND MEASURE**Standard 10: Inquirer Data Collection**

The I & R service shall establish and use a system for collecting and organizing inquirer data which facilitates appropriate referrals and provides a basis for describing requests for service, identifying service gaps and overlaps, assisting with needs assessments, supporting the development of products, identifying issues for staff training and facilitating the development of the resource information system. Inquirer data includes information gathered during follow-up as well as that acquired during the original contact. The I&RI & R service shall have in place appropriate security precautions which protect and keep confidential data collection forms and inquirer information.

Standard 11: Data Analysis and Reporting

The I & R service shall develop reports using inquirer data and/or data from the resource database to support community planning activities (or planning at other levels), internal analysis and advocacy.

Beginning January 2003, the I&RI & R service shall submit quarterly reports to the Department of Elder Affairs. Reports shall provide total number of incoming calls, type of service requested, referrals (clients served), unmet needs, and gaps in services.

IV. COOPERATIVE RELATIONSHIPS**Standard 12: Cooperative Relationships within the Local I & R System**

In communities which have a multiplicity of comprehensive and specialized I & R providers, the I & R service shall develop cooperative working relationships to build a coordinated I & R system which ensures broad access to information and referral services, maximizes the utilization of existing I & R resources, avoids duplication of effort and encourages seamless access to community resource information. I & R services within the system may choose to be “full service” programs performing all necessary I & R functions within their designated service area; or may prefer to partner with one or more I & R services to share those functions. (e.g., one I & R service might build and maintain the resource database and another might assume responsibility for service delivery.).

Standard 13: Cooperative relationships within the Local Service Delivery System

The I & R service shall strive to develop cooperative working relationships with local service providers to build an integrated service delivery system which ensures broad access to community services, maximizes the utilization of existing resources, avoids duplication of effort and gaps in services, and facilitates the ability of people who need services to easily find the most appropriate provider.

Standard 14: Cooperative Relationships Among Local, State or Provincial, Regional, National, and International I & R Providers

Comprehensive and specialized I & R services at all geographic levels (local, state/provincial, regional, national and international) shall strive to develop formal and informal working relationships with the objective of broadening the availability of information and referral to all inquirers, facilitating access to appropriate resources regardless of their origin and/or location, avoiding duplication of effort and funding, expanding the effectiveness of social analysis with more global information about needs and services, and augmenting the impact of advocacy efforts through coordination, where possible.

Standard 15: Participation in State or Provincial, Regional, National, and International I & R Associations

The I & R service shall strive to strengthen state, regional, and national I& R associations by participating in activities.

V. ORGANIZATIONAL REQUIREMENTS**Standard 16: Governance**

The auspices under which the I & R service operates shall ensure the achievement of I & R goals and meet the standards set forth by the Department of Elder Affairs.

Standard 17: Personnel Administration

The I & R service shall provide a framework and mechanisms for program and personnel management and administration that guarantee the continuity and consistency required for effective service delivery.

Standard 18: Staff Training

The I & R service shall have a written training policy and make training available to paid and volunteer staff.

Standard 19: Promotion and Outreach

The I & R service shall establish and maintain a program which increases public awareness of I & R services, their objectives, and their value to the community. At least two outreach projects targeting low-income minority and rural elders must be completed annually.