

State Fiscal Year 2010-2011

**SERVING HEALTH INSURANCE NEEDS OF ELDERS (SHINE)
Mini Grant Application Instructions**



**AS ADMINISTERED BY
THE FLORIDA DEPARTMENT
OF ELDER AFFAIRS**

Applications for the Serving Health Insurance Needs of Elders (SHINE) Mini Grant project must be received by close of business October 7, 2010.

Florida Department of Elder Affairs

SERVING HEALTH INSURANCE NEEDS OF ELDERS (SHINE) MINI GRANT STATE FISCAL YEAR 2010-2011

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SECTION 1: PURPOSE AND GENERAL INFORMATION

1.1 Background and Purpose

The Florida Department of Elder Affairs (DOEA) is seeking qualified applicants to conduct targeted community-based outreach to prospective Medicare beneficiaries in the Gainesville, Ocala, and Miami areas. The department intends to provide mini-grant awards to one or more of these successful applicants. The grant awards will be administered through the department's SHINE (Serving Health Insurance Needs of Elders) program. SHINE is a volunteer-based program that provides free, unbiased health insurance information and counseling to Florida elders. Total funding for this program is approximately \$57,000. The Medicare Improvements for Patients and Providers Act of 2008 (MIPPA) provides the contextual reference of the requirements for this program. The mini-grant awards will assist Medicare beneficiaries, in low-income and rural areas, apply for and receive Medicare benefits.

The MIPPA Grant requires SHINE to provide state and community level support to identify potential low-income Medicare beneficiaries and increase public awareness about Medicare services; particularly services related to the Low-Income Subsidy (LIS) and Medicare Savings Programs (MSPs), and enrolling beneficiaries in the programs. This initiative encourages community leaders, faith organizations, businesses, trade and civic groups, and educational institutions to facilitate networking and build collaborative partnerships. For funded organizations in the Miami area, emphasis shall be made to reach bilingual beneficiaries, including individuals that speak Spanish and Creole. For funded organizations in the Gainesville and Ocala area, particular emphasis shall be made to reach rural and remote beneficiaries.

1.2 Glossary

1.2.1 Definitions of Acronyms

CMS	Centers for Medicare & Medicaid Services
LIS	Low-Income Subsidy
MIPPA	Medicare Improvements for Patients and Providers Act of 2008
MSPs	Medicare Savings Programs
SHINE	Serving Health Insurance Needs of Elders
SHIP	State Health Insurance Assistance Program

1.2.2 Program Specific Terms

Low-Income Subsidy is sometimes referred to as Extra Help and can increase beneficiaries cost savings by paying for part of their monthly premiums, annual deductibles and prescription co-payments. The LIS program is administered by the Social Security Administration (SSA).

Medicare Improvements for Patients and Providers Act of 2008 (MIPPA) became law on July 15, 2008 and contains several provisions affecting the

Medicare program, including suspended payment cuts to health care providers, new accountability measures for Medicare Advantage programs, and increased access to preventive and mental health services. Also included were new policies to reduce racial and ethnic health disparities within the Medicare population.

Medicare Savings Programs are Medicaid programs administered in the State of Florida by the Department of Children and Families (DCF).

1.3 Contact Person

The contact person for questions responding to this mini grant is noted below. All questions and requests for clarification should be in writing (includes fax and email) and directed to the contact person:

Marianne Moody
Florida Department of Elder Affairs
4040 Esplanade Way
Tallahassee, Florida 32399-7000
(850) 414-2003 - Fax
Email moodym@elderaffairs.org

1.4 Calendar of Events

Grant Opportunity posted and available on the Florida Vendor Bid System (VBS) at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu	On or about September 20, 2010
Due date for receipt of written questions and request for attachments	5:00 p.m. EST September 24, 2010
Post answers to written questions on the VBS at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu	On or about September 30, 2010
Proposal due to the Contact Person (Paragraph 1.3) and opened in room 215P, 4040 Esplanade Way, Tallahassee, FL 32399-7000	2:00 p.m. EST October 7, 2010
Post Notice of Intent to Award on the VBS at: http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu	On or about October 19, 2010

SECTION 2: GENERAL CONDITIONS AND MATTERS

2.1 Responsiveness

The department reserves the right to determine which applicants meet the material requirements of this mini grant and which applicants are responsive.

2.2 Costs of Developing, Submitting Proposal, and Ownership

Neither the department nor the State is liable for any of the costs incurred by an applicant in preparing and submitting a proposal. All proposals become the property of the department upon receipt and will not be returned to the applicant once opened. The

department shall have the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this mini grant. Selection or rejection of the proposal will not affect this right.

2.3 Addenda

Any and all addenda to this mini grant will be issued in writing and posted on the Florida Vendor Bid System at:

http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu

2.4 Applicant Inquiries

Inquiries concerning the mini grant must be addressed to the SHINE Program Manager in writing only. Inquiries via FAX and EMAIL are acceptable. Telephone calls will not be accepted. Any inquiries must be submitted no later than the date specified. All written responses to questions will be prepared and posted on the Vendor Bid System as an addendum on or about the date specified in the Calendar of Events. No individual responses will be provided.

2.5 Conflict of Interest and Disclosure

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Applicants must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the department, the State of Florida, or any of its agencies. All applicants must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent's firm or any of its branches or affiliates. All applicants must also disclose the name of any employee, agent, lobbyist, previous employee of the department, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under s.112.3215, F.S., in seeking to influence the actions of the department in connection with this procurement.

2.6 Contract

The contract between the department and the successful respondent shall incorporate this Grant Opportunity, addenda, and the respondent's proposal. In the event of a conflict in language among any of the documents referenced herein, the provisions and requirements of the contract shall govern. The contract shall be awarded in accordance with Rule 60A-1.002(9), Florida Administrative Code (FAC), and all applicable state and federal statutes. Upon mutual agreement, the department and the successful respondent may renew the contract award for an additional year without competitive procurement subject to the same conditions of the original contract; each contract is contingent upon satisfactory performance and subject to the availability of funds. The department shall not be liable for any costs incurred by the respondent for any work performed before a contract is signed by both parties.

As provided in s.287.042(16)(a), F.S., other state agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein. The contract resulting from this Grant Opportunity may be identified as an Alternate Contract Source

by the Department of Management Services (DMS) and, if so, will be posted on the DMS website for use by other agencies in accordance with Rule 60A-1.047, FAC. The DMS website is <http://dms.myflorida.com>.

2.7 Subcontracting

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

2.8 Diversity

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority, women, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority, women, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority, women, and service-disabled veteran business enterprises participate in the state's procurement process as both contractors and subcontractors in this solicitation. Small, minority, women, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation. Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

The contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority, women, and service-disabled veteran business enterprises.

The department, when considering two or more bids, proposals, or replies for the procurement of commodities or contractual services, at least one of which is from a *certified service disabled veteran business enterprise*, that are equal with respect to all relevant considerations, including price, quality, and service, shall award such procurement or contract to the certified service-disabled veteran business enterprise.

Notwithstanding s.287.057(12), F.S., if a service-disabled veteran business enterprise entitled to the vendor preference under this section and one or more businesses entitled to this preference or another vendor preference provided by law submit bids, proposals, or replies for procurement of commodities or contractual services that are equal with respect to all relevant considerations, including price, quality, and service, then the state agency shall award the procurement or contract to the business having the smallest net worth.

(For information on Certification Procedures for Vendor Preference programs, contact Thad Fortune, Certification Administrator, Office of Supplier Diversity, (850) 487-9863 or email: Thad.Fortune@dms.myflorida.com.)

Quarterly Reports of revenue paid to certified W/MBE and certified SDVBE contractors (agents or subcontractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime contractor on an Agency by Agency (or other eligible user) level.

2.9 Vendor Registration

Each awardee doing business with the State for the sale of commodities or contractual services as defined in s.287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), Florida Administrative Code. Information about the registration is available and registration may be completed at the MyFloridaMarketPlace website (link under Business on the state portal at www.myflorida.com <http://www.myflorida.com>). Those lacking internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, Department of Management Services, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

2.10 General Conditions And Instructions

The standard “General Contract Conditions” Form PUR 1000, and the standard “General Instructions to Respondents” Form PUR 1001, are hereby incorporated by reference. The forms are available on the internet at <http://dms.myflorida.com/purchasing>.

SECTION 3: ELIGIBILITY CRITERIA

3.1.1 Historical Performance

To be eligible for this grant, organizations must show a strong record of historical performance that demonstrates the following:

- (1) Successful project development;
- (2) Effective management and leadership of projects;
- (3) Developing positive relationships with clients and partners;
- (4) Forging productive, long-term collaborations;
- (5) Building and sustaining community-based initiatives;
- (6) Success in conducting targeted outreach activities to reach low-income individuals, rural communities, seniors and/or Medicare beneficiaries;

- (7) Experience in assisting low-income individuals, rural communities, seniors and/or Medicare beneficiaries, including enrollment activities; and
- (8) Experience in tracking activities, including meeting performance measures.

3.2 Existing Relationships

Participating applicants cannot have an existing relationship (current partnership agreement) with the local SHINE program or the affiliated Medicare Beneficiary Outreach and Assistance (MBOA) program.

SECTION 4: MINI GRANT PROPOSAL CRITERIA

4.1 Detailed Strategies and Approach

The proposals must include detailed strategies of how the organization proposes to successfully meet each of the following mini grant requirements:

(1) Targeting low-income Medicare beneficiaries

- (a) How will you coordinate activities to target and reach individuals eligible for Medicare benefits, particularly potential enrollees for the LIS and MSP programs?
The proposal may include:
 - (i) Centers for Medicare & Medicaid Services (CMS) and the Department of Elder Affairs (DOEA) provided county and ZIP code data (REQUIRED, see Attachment IV);
 - (ii) Community mapping to concentrate on specific neighborhoods and community areas where low-income beneficiaries may live;
 - (iii) Census block analysis;
 - (iv) Use of pre-screening checklists to prioritize beneficiaries most likely to qualify; and
 - (v) Screening beneficiaries enrolled in other assistance programs.

(2) Targeting rural Medicare beneficiaries

- (a) How will you coordinate activities to target and reach individuals eligible for Medicare benefits, particularly potential enrollees for the LIS and MSP programs?
The proposal may include:
 - (i) Centers for Medicare & Medicaid Services (CMS) and the Department of Elder Affairs (DOEA) provided county and ZIP code data (REQUIRED, see Attachment IV);
 - (ii) Community mapping to concentrate on specific neighborhoods and community areas where low-income beneficiaries may live;
 - (iii) Census block analysis;
 - (iv) Use of pre-screening checklists to prioritize beneficiaries most likely to qualify; and
 - (v) Screening beneficiaries enrolled in other assistance programs.

(3) Providing application assistance and enrollment

- (a) How will you accurately complete the required number of applications? NOTE: The successful mini grant applicants will be responsible for attaining any numeric combination of Low-Income Subsidy (LIS) and Medicare Savings Program (MSP) applications to satisfy the prescribed application total.
 - (i) Miami area = 571 applications
 - (ii) Gainesville/Ocala area = 549 applications
 - (iii) Total = 1,120 applications
- (b) How will you track the number of LIS and MSP applications submitted by your staff, volunteers and/or partners? The successful mini grant applicants will be responsible for submitting proof of each completed application to the Department for review. Details about the proof of completed applications will be provided to the successful mini grant applicants upon award of the mini grant.
- (4) Providing training to the organization's staff, volunteers and/or partners
 - (a) How will you ensure that all staff, volunteers and/or partners have successfully completed the required trainings? When and where will the trainings take place? How will you ensure that every person providing application assistance has received a Chapter 435, Florida Statutes Level II criminal background clearance?

4.2 Initial Training

NOTE: The Department will provide initial training to the successful applicants and their designated staff, volunteers and/or partners on effective screening and enrollment for LIS and MSP. The Department will also provide information on how to obtain a Level II criminal background clearance. Once the mini grants are awarded, the successful applicants will be responsible for building and orchestrating an outreach plan, using the proposed strategies. The Department reserves the right to work with the successful recipient to further develop the outreach plan.

SECTION 5: PROJECT WORK PLAN

A project work plan identifies the activities, responsibilities, and timelines associated with a project. This includes a summary of major project components or milestones and details them by describing tasks or steps to be completed (Attachment II).

SECTION 6: FUNDING PERIOD

The funding period for this mini grant is expected to run from approximately October 22, 2010 to May 31, 2011. Applicants projected timelines must demonstrate that the project will be completed in a timely manner.

SECTION 7: FUNDING LEVELS

7.1 Funding Breakout

The Florida Department of Elder Affairs' SHINE program will award one or more mini grants for a total of \$51,000. The Department will fund innovative and creative approaches to outreach efforts that will efficiently reach low-income and rural Medicare beneficiaries and provide assistance for applying for the Low-Income Subsidy and Medicare Savings Programs.

The funding breakout is as follows:

- (1) Miami area: \$29,050
- (2) Gainesville/Ocala area: \$27,950
- (3) Total: \$57,000

7.2 Allocation of Funds

Depending on the breadth of proposals received, the Department reserves its option to allocate the project's total funding to one organization, particularly, if that organization demonstrates the project management and leadership strategy capable of focusing and accomplishing the application goals in both targeted areas proportionately. Mini grant applications submitted denoting a joint or collaborative partnership between two separate organizations must indicate which organization will serve as the project lead. The applicant must also provide a detailed explanation of how the organizations will work together to fulfill the requirements of the mini grant. Organizations that plan to work in a collaborative partnership must state if they will be able to serve both the Miami and Gainesville/Ocala areas or if they are applying to serve only one of the areas.

All mini grant awards are subject to the availability of funds.

SECTION 8: MATCHING FUNDS

8.1 Matching Funds

Responses that include matching funds are encouraged. The matching funding provided, however, cannot be used to match existing DOEAs programs or projects. Applicants may count existing funding commitments as an eligible match, providing they are not from existing federal funds, the funds are documented and reserved exclusively for this project, and have not been used as match for another project.

8.2 Eligible Matches

Eligible match may be either cash, or allowable in-kind services. In-kind contributions represent a value placed on non-cash contributions and may consist of the appraised value of real property or equipment. In-kind contributions may also consist of the documented and verifiable value of goods and services that directly benefit the project.

SECTION 9: PROJECT TYPES AND ALLOWABLE USES OF FUNDS

The funds set forth in these mini grants are to provide support for direct service projects in the management and implementation of SHINE program initiatives under MIPPA 2008.

SECTION 10: PROJECT GUIDELINES

- (1) Proposals should reflect innovative and creative solutions to meet the needs of the local community and to efficiently meet SHINE program goals.
- (2) The proposal should indicate the project leader(s), staff and/or volunteers, which embraces the cultural diversity of the community or area being targeted.
- (3) The plan should also include tangible outcomes that generate local partnerships and support the mission of DOEA.

SECTION 11: APPLICATION SUBMISSION INFORMATION

11.1 Detailed Proposal

Applicants are requested to submit a detailed proposal by October 7, 2010 indicating the plan for obtaining application goals and usage of funds. This plan should be of sufficient detail and length to fully demonstrate leadership competencies in project development and management. Proposals are to be typed using a 12-point font and include the following:

- (1) Project Overview
- (2) Proposed Leadership
- (3) Collaborative Partners
- (4) Project Work Plan
- (5) Proposed Budget

11.2 Microsoft Word Version

To request a Microsoft Word version of the Attachments, please send an email request to the contact person listed in Paragraph 1.3, by 5:00 pm, September 24, 2010.

SECTION 12: PROJECT EVALUATION

12.1 Evaluation Committee

The Department will appoint an Evaluation Committee to evaluate applicant proposals in accordance with the criteria contained below. The Department reserves its option to have the proposals evaluated by independent third parties or other personnel with technical or professional experience relating to the work or criteria in the evaluation process.

12.2 Range and Award Point Chart

Proposals will be evaluated on the following basis:

<u>RANGE</u>	<u>AWARD POINTS</u>			
MAXIMUM POINTS	5	10	15	20
Not Addressed	0	0	0	0
Vague	1-2	1-4	1-5	1-7
Adequate	3-4	5-8	6-12	8-16
Excellent	5	9-10	13-15	17-20

12.3 Scored Criteria Chart

The maximum number of points a proposal may receive for all elements is 100.

<u>Scored Criteria</u>	<u>Points Possible</u>
1. Evaluation of Project Overview	20
2. Proposed Work Plan	20
3. Quantity and Quality of Events/Activities	20
4. Budget Proposal (Effective Use of Project Funds)	10
5. The proposed leadership team and credentials/experience	10
6. Proposed Collaborative Partners	5
7. Innovation and Creativity	15
Total Points:	100

SECTION 13: AWARD NOTIFICATION

Awardees will be notified on or about October 19, 2010.



Florida Department of Elder Affairs
2010 SHINE Program Mini Grant Application

A. Organization Name:

Please provide a brief description of the organization: its goals, mission statement, and vision statement.

B. Contact Person:

C. Contact Phone Number:

D. Contact Email:

E. Organization Address:

F. Project Overview:

The proposals must include detailed strategies of how the organization proposes to successfully meet each of the following mini grant requirements:

(1) Targeting low-income Medicare beneficiaries

- (a) How will you coordinate activities to target and reach individuals eligible for Medicare benefits, particularly potential enrollees for the LIS and MSP programs? The proposal may include:

- (i) Centers for Medicare & Medicaid Services (CMS) and the Department of Elder Affairs (DOEA) provided county and ZIP code data (REQUIRED, see Attachment IV);
- (ii) Community mapping to concentrate on specific neighborhoods and community areas where low-income beneficiaries may live;
- (iii) Census block analysis;
- (iv) Use of pre-screening checklists to prioritize beneficiaries most likely to qualify; and
- (v) Screening beneficiaries enrolled in other assistance programs.

(2) Targeting rural Medicare beneficiaries

(a) How will you coordinate activities to target and reach individuals eligible for Medicare benefits, particularly potential enrollees for the LIS and MSP programs? The proposal may include:

- (i) Centers for Medicare & Medicaid Services (CMS) and the Department of Elder Affairs (DOEA) provided county and ZIP code data (REQUIRED, see Attachment IV);
- (ii) Community mapping to concentrate on specific neighborhoods and community areas where low-income beneficiaries may live;
- (iii) Census block analysis;
- (iv) Use of pre-screening checklists to prioritize beneficiaries most likely to qualify; and
- (v) Screening beneficiaries enrolled in other assistance programs.

(3) Providing application assistance and enrollment

(a) How will you accurately complete the required number of applications? NOTE: The successful mini grant applicants will be responsible for attaining any numeric combination of Low-Income Subsidy (LIS) and Medicare Savings Program (MSP) applications to satisfy the prescribed application total.

- (i) Miami area = 571 applications
- (ii) Gainesville/Ocala area = 549 applications
- (iii) Total = 1,120 applications

(b) How will you track the number of LIS and MSP applications submitted by your staff, volunteers and/or partners? The successful mini grant applicants will be responsible for submitting proof of each completed application to the Department for review. Details about the proof of completed applications will be provided to the successful mini grant applicants upon award of the mini grant.

G. Proposed Leadership:

- (1) How will you ensure that all staff, volunteers and/or partners have successfully completed the required trainings? When and where will the trainings take place? How will you ensure that every person providing application assistance has received a Chapter 435, Florida Statutes Level II criminal background clearance?
- (2) The proposed leadership and staff (include appropriate credentials and experience) or volunteers that will be assisting with the efforts of this mini grant. If a team is not currently in place, indicate how many people will be involved with the project and when it is expected for them to begin providing assistance.

H. Collaboration:

- (1) Identify the primary partners and collaborative strategies to be utilized to enhance the effectiveness of the project in addressing the needs of the target population. This may include businesses, faith-based and civic groups and government and non-profit agencies. List the activities that will result from the partnerships (outreach support, space for enrollment assistance, etc.).

- (2) Applications submitted denoting a joint or collaborative partnership between two or more reported organizations must indicate which organization will serve as the project lead. Applicant must provide a detailed explanation of how the organizations will work together to fulfill the requirements of the mini grant.

I. **Project Work Plan:**

The project work plan is a required tool for the administration of this mini grant. The suggestions outlined below will be helpful in completing a project work plan for the mini grant proposal:

- (1) Before attempting to complete a work plan, meet with key stakeholders (consultants, key staff, board members, project partners, etc.), to ensure that everyone has a common understanding of the project scope, time and costs.
- (2) Identify major project components that will be necessary to successfully complete the project. These components should be listed sequentially, and include the proposed dates to establish a timeline for the project.
 - (a) Things to consider for your work plan:
 - (i) Recruiting and training volunteers to provide application assistance;
 - (ii) Placing staff and/or volunteers in low-income neighborhoods or communities;
 - (iii) Training community-based organizations that serve low-income beneficiaries to provide application assistance;
 - (iv) Establishing enrollment sites; and
 - (v) Conducting outreach events or door-to-door outreach, etc.

Please see Attachment II for the Project Work Plan Template.

J. **Proposed Budget:**

Please provide a budget worksheet reflecting how these funds will be used to support your project goals. Please see Attachment III for the budget template.

PROJECT WORK PLAN TEMPLATE

NOTE: Please add additional pages as needed.

Project Components <i>List the project components</i>	Action Steps <i>List in sequential order each task required to complete the project component</i>	Data/ Evaluation Criteria <i>How will you measure the successful completion of the project the component?</i>	Execution Dates <i>From – To</i>	Responsible Party <i>Identify individual(s) responsible for each step</i>
Component One:				
Component Two:				
Component Three:				

BUDGET TEMPLATE

Object Class Category	Mini Grant Funds	Matching Funds <i>if applicable</i>	Matching In-Kind Funds <i>if applicable</i>	TOTAL	Justification
Personnel					
Fringe Benefits					
Travel					
Equipment					
Supplies					
Contractual					
Other					
Indirect Charges					
TOTAL					

Targeted Zip Codes for the Miami Area

ZIP Code	City	Low-income or Rural Focus
33010	Hialeah	Low-income
33012	Hialeah	Low-income
33013	Hialeah	Low-income
33054	Opa Locka	Low-income
33056	Opa Locka	Low-income
33125	Miami	Low-income
33126	Miami	Low-income
33127	Miami	Low-income
33130	Miami	Low-income
33133	Miami	Low-income
33134	Miami	Low-income
33135	Miami	Low-income
33138	Miami	Low-income
33139	Miami Beach	Low-income
33140	Miami Beach	Low-income
33141	Miami Beach	Low-income
33142	Miami	Low-income
33145	Miami	Low-income
33147	Miami	Low-income
33150	Miami	Low-income
33160	North Miami Beach	Low-income
33161	Miami	Low-income
33162	Miami	Low-income
33160	North Miami Beach	Low-income
33161	Miami	Low-income

Targeted Zip Codes for the Gainesville and Ocala Area

ZIP Code	City	Low-income or Rural Focus
32024	Lake City	Both
32025	Lake City	Both
32060	Live Oak	Both
32162	The Villages	Both
32177	Palatka	Both
32641	Gainesville	Low-income
32693	Trenton	Both
32726	Eustis	Low-income
34420	Bellevue	Low-income
34436	Floral City	Both
34446	Homosassa	Both
34448	Homosassa	Both
34450	Inverness	Both
34452	Inverness	Both
34453	Inverness	Both
34465	Beverly Hills	Both
34470	Ocala	Low-income
34471	Ocala	Low-income
34472	Ocala	Low-income
34482	Ocala	Low-income
34488	Silver Springs	Low-income
34491	Summerfield	Low-income
34601	Brooksville	Low-income
34606	Spring Hill	Low-income
34613	Brooksville	Low-income
34731	Fruitland Park	Low-income
34748	Leesburg	Low-income

FLORIDA DEPARTMENT OF ELDER AFFAIRS
STANDARD CONTRACT

(INSERT PROGRAM NAME)

THIS CONTRACT is entered into between the State of Florida Department of Elder Affairs, hereinafter referred to as the “Department,” and Contractor hereinafter referred to as the “Contractor”, and collectively referred to as the “Parties.” The term contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in ATTACHMENT III, Exhibit-2 as necessary.

WITNESSETH THAT:

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

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

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions 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 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 on July 1, 2010 or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Tallahassee, Florida, on June 30, 2011.

4. Contract Amount

The department agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed Contract Amount, or the rate schedule, 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 s. 287.058(1)(f), F.S., the department may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by the department and the availability of funds.

6. Compliance with Federal Law

6.1. If this contract contains federal funds the following shall apply:

6.1.1 The provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.

6.1.2 If this contract contains federal funds and is over \$100,000.00, the contractor shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 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 40 CFR 30. The contractor shall report any violations of the above to the department.

- 6.1.3 The contractor, or agent acting for the contractor, 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. If this contract contains federal funding in excess of \$100,000.00, the contractor must, prior to contract execution, complete the Certification Regarding Lobbying form, ATTACHMENT II. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this contract.
- 6.1.4 That if this contract contains \$10,000.00 or more of federal funds, the contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.
- 6.1.5 That if this contract contains federal funds and provides services to children up to age 18, the contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).
- 6.1.6 That a contract award with an amount expected to equal or exceed \$25,000.00 and certain other contract awards shall 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 contractor will comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The contractor shall complete and sign ATTACHMENT V prior to the execution of this contract.
- 6.2 The contractor shall not employ an unauthorized alien. The department shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324 a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation shall be cause for unilateral cancellation of this contract by the department.
- 6.3 If the contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the 2006 Pension Protection Act or for any other reason, the contractor must notify the department in writing within thirty (30) days of receiving the IRS notice of revocation.
7. Compliance with State Law
- 7.1 That 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 the Florida law, including Florida provisions for conflict of laws.
- 7.2 Requirements of s. 287.058, F.S. as amended.
- 7.2.1 The contractor will provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).
- 7.2.2 The contractor will submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- 7.2.3 If itemized payment for travel expenses is permitted in this contract, the contractor will submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.
- 7.2.4 The contractor will 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 contractor in conjunction with this contract except for those records which are made confidential or exempt by law. The contractor's refusal to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.
- 7.3 If clients are to be transported under this contract, the contractor shall comply with the provisions of Chapter 427, F.S.,

and Rule 41-2, F. A. C.

- 7.4 Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.
- 7.5 The contractor will comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
8. Background Screening
The contractor shall ensure that, prior to providing services, all persons having access to vulnerable elders and children, their living area, funds or personal property, or protected health information pertaining to such individuals, shall pass a Level II criminal background screening in accordance with the requirements of s. 430.0402 and ch. 435, F.S., as amended. These provisions shall apply to employees, subcontractors, consultants, direct service providers and volunteers. Consequently, any commitment for employment, purchase of services, or volunteer program participation shall be contingent upon the passing of a Level II background check. The background screening shall include employment history checks as provided in s. 435.03(1), F.S., and both local and national criminal record checks coordinated through law enforcement agencies.
- 8.1 For purposes of this section, the term “direct service provider” means 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 or has access to the client’s living areas or to the client’s funds or personal property. This term includes coordinators, managers, and supervisors of residential facilities and volunteers.
9. Grievance Procedures
The contractor shall develop and 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, should provide for notice of the grievance procedure and an opportunity for review of the subcontractor’s determination(s).
10. Audits, Inspections, Investigations, Public Records and Retention
- 10.1 To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract.
- 10.2 To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the department.
- 10.3 Upon demand, at no additional cost to the department, the contractor will facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 10.2.
- 10.4 To assure that the records described in Paragraph 10 shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.
- 10.5 At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR 92.36(i)(10), shall be allowed full access to and the right to examine any of the contractor’s contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 10.6 To provide a financial and compliance audit to the department as specified in this contract and in ATTACHMENT III and to ensure that all related party transactions are disclosed to the auditor.
- 10.7 To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the

office of the Inspector General pursuant to s. 20.055, F.S.

11. Nondiscrimination-Civil Rights Compliance

- 11.1 The contractor will execute assurances in ATTACHMENT VI that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The contractor further assures that all contractors, subcontractors, subgrantees, 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.
- 11.2 The contractor will retain, on file, during the term of this agreement a timely, complete and accurate Civil Rights Compliance Checklist (ATTACHMENT B).
- 11.3 The contractor agrees to establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures shall include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 11.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the contractor understands that the department may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

12. Provision of Services

The contractor will provide services in the manner described in ATTACHMENT I.

13. Monitoring by the Department

The contractor will permit persons duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the contractor which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the contractor to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the contractor a written report of its findings and request for development, by the contractor, a corrective action plan where appropriate. The contractor hereby agrees to timely correct all deficiencies identified in the corrective action plan.

14. Coordinated Monitoring with Other Agencies

If the contractor receives funding from one or more of the State of Florida other 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 s. 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 contractor shall comply and cooperate with all monitors, inspectors, and/or investigators.

15. Indemnification

The contractor shall indemnify, save, defend, and hold harmless the department 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 agreement or performance of the services provided for herein. It is understood and agreed that the provider is not required to indemnify the department for claims, demands, actions or causes of action arising solely out of the department's negligence.

- 15.1 Except to the extent permitted by s. 768.28, F.S., or other Florida law, paragraph 15 is not applicable to contracts executed between the department and state agencies or subdivisions defined in s. 768.28(2), F.S.

16. Insurance and Bonding

- 16.1 To 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 subsection 768.28(2), F.S., the contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the contractor and the clients to be served under this contract. The limits of coverage under each policy maintained by the contractor do not limit the contractor's liability and obligations under this contract. The contractor shall ensure that the department has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.
- 16.2 Throughout the term of this agreement, the contractor agrees to maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the contractor authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

17. Confidentiality of Information

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

18. Health Insurance Portability and Accountability Act

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

19. Incident Reporting

- 19.1 The contractor shall notify the department immediately, but no later than forty-eight (48) hours from, the contractor's awareness or discovery of conditions that may materially affect the contractor or subcontractor'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.
- 19.2 To 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 both the contractor and its employees.

20. New Contract(s) Reporting

The contractor shall notify the department 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; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) contract manager name and number. In complying with this provision, and pursuant to s. 287.0575, F.S. as amended, the contractor shall complete and provide the information in ATTACHMENT D.

21. Bankruptcy Notification

If, at any time during the term of this contract, the contractor, its assignees, subcontractors or affiliates files a claim for bankruptcy, the contractor must immediately notify the Department of Elder Affairs. Within ten (10) days after notification, the contractor must also provide the following information to the Department of Elder Affairs: (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.

22. Sponsorship and Publicity

22.1 As required by s. 286.25, F.S., if the contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (contractor's name) and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

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

23. Assignments

23.1 The contractor shall not assign the rights and responsibilities under this Contract without the prior written approval of the department, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the department will constitute a material breach of the contract.

23.2 The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the contractor. In the event the State of Florida approves transfer of the contractor's obligations, the contractor remains responsible for all work performed and all expenses incurred in connection with the contract.

23.3 This contract shall remain binding upon the successors in interest of either the contractor or the department.

24. Subcontracts

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

24.2 The contractor shall promptly pay any subcontractors upon receipt of payment from the department or other state agency. Failure to make payments to any subcontractor in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the contractor and subcontractor, will result in a penalty as provided by statute.

25. Independent Capacity of Contractor

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

26. Payment

Payments will be made to the contractor pursuant to s. 215.422, F.S., as services are rendered and invoiced by the contractor. The department's Contract Manager will have final approval of the invoice for payment, and will approve the invoice for payment only if the contractor has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the department's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5665.

27. Return of Funds

The contractor will return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the

contractor by the department. In the event that the contractor or its independent auditor discovers that an overpayment has been made, the contractor shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the Contract Manager, on behalf of the department, will notify the contractor by letter of such findings. Should repayment not be made forthwith, the contractor will be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after department notification or contractor discovery.

28. Data Integrity and Safeguarding Information

The contractor shall insure an appropriate level of data security for the information the contractor is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to insure 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 contractor shall insure all subcontractors maintain written procedures for computer system backup and recovery. The contractor shall complete and sign ATTACHMENT IV prior to the execution of this contract.

29. Conflict of Interest

The contractor will establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the contractor or subcontractor shall participate in selection, or in the award of an agreement 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 contractor or subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The contractor's board members and management must disclose to the department any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The contractor's employees and subcontractors must make the same disclosures described above to the contractor's board of directors. Compliance with this provision will be monitored.

30. Public Entity Crime

Pursuant to s. 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department. 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 s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

31. Purchasing

31.1 To 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 contractor shall be deemed to be substituted for the department 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.

31.2 To 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 s. 403.7065, F.S.

32. Patents, Copyrights, Royalties

If any discovery, invention or copyrightable material is developed or produced in the course of or as a result of work or services performed under this contract, the contractor 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 s. 287.0571 (5) (k) 1 and 2 as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in the contract.

- 32.1 If the primary purpose of this contract is the creation of intellectual property, the state shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 32.

33. Emergency Preparedness and Continuity of Operations

- 33.1 If the tasks to be performed pursuant to this contract, include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the contractor shall, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the contractor shall notify the department of emergency provisions.

- 33.2 In the event, a situation results in a cessation of services by a subcontractor, the contractor will retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

34. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference. 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.

35. Use of State Funds to Purchase or Improve Real Property

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

36. Dispute Resolution

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

37. Financial Consequences of Non-Performance

If the contractor fails to meet the minimum level of service or performance identified in this agreement, or that is customary for the industry, then the department must apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to contract suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of contract and reacquiring services from an alternate source.

- 37.1 The contractor shall not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the department.

38. No Waiver of Sovereign Immunity

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

39. Venue

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

40. Entire Contract

This contract contains all the terms and conditions agreed upon by the parties. No oral agreements or representations shall be valid or binding upon the department or the contractor unless expressly contained herein or by a written amendment to this contract signed by both parties.

41. Force Majeure

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its 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.

42. 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.

43. Condition Precedent to Contract: Appropriations

The parties agree that the department's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

44. Addition/Deletion

The parties agree that the department reserves the right to add or to delete any of the services required under this contract when deemed to be in the State's best interest and reduced to a written amendment signed by both parties. The parties shall negotiate compensation for any additional services added.

45. Waiver

The delay or failure by the department to exercise or enforce any of its rights under this contract shall not constitute or be deemed a waiver of the department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

46. Compliance

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

47. Final Invoice

The contractor shall submit the final invoice for payment to the department as specified in Paragraph 3.2.1 (date for final request for payment) of ATTACHMENT I. If the contractor fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the department 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 reports due from the contractor and necessary adjustments thereto have been approved by the department.

48. Renegotiations or Modifications

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

49. Termination

49.1 This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the contractor responsible for administration of the contract.

49.2 In the event funds for payment pursuant to this contract become unavailable, the department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the contractor. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the

Contract Manager or the representative of the contractor responsible for administration of the contract. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the contractor will be compensated for any work satisfactorily completed prior to the date of termination.

49.3 This contract may be terminated for cause upon no less than twenty-four (24) hours notice in writing to the contractor. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's or the contractor's rights to remedies at law or in equity.

49.4 Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a contractor under this provision, the contractor must have (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

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

a.	The contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Contractor Address City State ZIP
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Fiscal Agent Address City State ZIP
c.	The name, address, and telephone number of the representative of the contractor responsible for administration of the program under this contract is:	Executive Director Name Address City, State ZIP Phone
d.	The section and location within the department where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Department of Elder Affairs Division of Financial Administration 4040 Esplanade Way, Suite 215 Tallahassee, FL 32399-7000
e.	The name, address, and telephone number of the Contract Manager for the department for this contract is:	Contract Manager 4040 Esplanade Way Office Number Tallahassee, FL 32399-7000 (850) 414-2000
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 contract.		

51. All Terms and Conditions Included

This contract and its Attachments, I – __, A, B, and D 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 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 THEREOF, the parties hereto have caused this __ page contract, to be executed by their undersigned officials as duly authorized.

Contractor: Contractor

STATE OF FLORIDA,
DEPARTMENT OF ELDER AFFAIRS

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: CHARLES T. CORLEY

TITLE: _____

TITLE: INTERIM SECRETARY

DATE: _____

DATE: _____

Federal Tax ID: FEID NUMBER

Fiscal Year Ending Date: Fiscal Year End