

**PROGRAM AND SERVICE CONTRACT
COMMUNITY CARE FOR THE ELDERLY PROGRAM**

THIS CONTRACT is entered into between the Senior Connection Center, Inc., hereinafter referred to as the “agency”, and Name of Organization, hereinafter referred to as the “subrecipient.” This contract is subject to all provisions contained in the MASTER CONTRACT executed between the agency and the subrecipient, Contract No. M-21/23-X, and its successor, incorporated herein by reference.

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. Services to be Provided

The subrecipient agrees 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 contract.

2. Effective Dates

(1) This contract shall begin on July 1, 2021 or on the date the contract has been signed by both parties, whichever is later.

(2) Delivery of services shall end on June 30, 2022. This contract shall end on September 30, 2022, in order to provide for the maximization of resources and to allow greater flexibility to pay for services rendered on or before June 30, 2022. Services provided after June 30, 2022 cannot be reimbursed under this contract.

3. Contract Amount

The agency agrees to pay for services according to the conditions of ATTACHMENT I in an amount not to exceed \$0.00, subject to the availability of funds.

4. Payment

The agency’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature passed through the Department of Elder Affairs to the agency, and the subrecipient strictly performing the terms and conditions of this contract. Nothing in this contract supersedes the contingency to payment described in Paragraph 49 of the Master Contract. Payment under this contract shall at all times be subject to Paragraph 49 of the Master Contract.

5. Source of Funds

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

Program Title	Funding Source	CSFA #	Fund Amounts
Community Care for the Elderly	General Revenue	65010	\$0.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:			\$0.00

6. Final Budget Revisions and Request for Payment

(1) Final requests for budget revisions or adjustments to contract funds based on expenditures for services provided through **June 30, 2022** must be submitted to the agency by **June 30, 2022**.

(2) The subrecipient must submit the final request for payment invoice to the agency by **August 10, 2022**. If the subrecipient fails to do so, all right to payment is forfeited, and the agency will 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 subrecipient, and necessary adjustments thereto, have been approved by the agency.

(3) If the contract is terminated prior to the contract end date, the subrecipient must submit the final request for payment to the agency no more than **45 days** after the contract is terminated. If the subrecipient fails to do so, all right to payment is forfeited, and the agency will not honor any requests submitted after the aforesaid time period.

7. Notice, Contact, and Payee Information

(1) The name, address, and telephone number of the program manager for the agency for this contract is:

Contract Manager
Senior Connection Center, Inc.
8928 Brittany Way
Tampa, Florida 33619
(813) 740-3888

(2) The name, address, and telephone number of the representative of the subrecipient responsible for administration of the program under this contract is:

Director/President/CEO
Name of Organization
Mailing Address
City, Florida Zip Code
Phone Number

(3) In the event different representatives are designated by either party after execution of this contract, 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.

(4) The name (subrecipient name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made:

Name of Organization
Mailing Address
City, Florida Zip Code

8. Subcontractors and Vendors

(1) Notwithstanding the pass-through language contained in the Master Contract, the subrecipient maintains responsibility for the performance of all subcontractors and vendors in accordance with all applicable federal (Code of Federal Regulations (CFR) Title 45, Chapter XIII, Part 1321.25) and state laws.

(2) If this contract involves the use of a subcontractor or third party, the subrecipient shall not delay the implementation of its agreement with the subcontractor. If any circumstances occur that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or in the performance of the subcontractor, the subrecipient shall notify the agency in writing of such delay.

(3) The subrecipient shall not permit a subcontractor to perform services related to this contract without having a binding subcontractor agreement executed. The agency shall not be responsible or liable for any obligations or claims resulting from such action.

9. Renegotiations or Modifications

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this contract if revisions of any applicable laws or regulations make changes in this contract necessary.

10. Termination, Suspension, and Enforcement

The causes and remedies for suspension or termination of this contract shall follow the same procedures as outlined in the Master Contract.

11. Contract Signatures

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 15 page contract to be executed by their undersigned officials as duly authorized.

SUBRECIPIENT: Name of Organization

AGENCY: Senior Connection Center, Inc.

SIGNED
BY: _____

SIGNED
BY: _____

NAME: _____

NAME: Rebecca McIntyre

TITLE: _____

TITLE: Chair, Board of Directors

DATE: _____

DATE: _____

FEDERAL ID NUMBER:
SUBRECIPIENT FISCAL YEAR END DATE:

ATTACHMENT I**COMMUNITY CARE FOR THE ELDERLY PROGRAM****1. Program Acronyms**

- (1) Activities of Daily Living (ADL)
- (2) Adult Protective Services (APS)
- (3) Adult Protective Services Referral Tracking Tool (ARTT)
- (4) Assessed Priority Consumer List (APCL)
- (5) Comprehensive Assessment and Review for Long-Term Care Services (CARES)
- (6) Community Care for the Disabled Adult (CCDA)
- (7) Community Care for the Elderly (CCE)
- (8) Corrective Action Plan (CAP)
- (9) Client Information and Registration Tracking System (CIRTS)
- (10) Department of Children and Families (DCF)
- (11) Department of Elder Affairs (DOEA or the “department”)
- (12) Florida Administrative Code (F.A.C.)
- (13) Florida Statute (F.S.)
- (14) Home Care for Disabled Adults (HCDA)
- (15) Instrumental Activities of Daily Living (IADL)
- (16) Notice of Instruction (NOI)
- (17) Planning and Service Area (PSA)
- (18) Service Provider Application (SPA)
- (19) Summary of Programs and Services (SOPS)

2. Program Specific Terms

- (1) **Adult Protective Services Referral Tracking Tool:** A system designed to track DCF APS referrals to the agency and CCE Lead Agencies for victims of second party abuse, neglect, and exploitation who need home and community-based services as identified by APS staff.
- (2) **Aging Out Clients:** Individuals reaching 60 years of age who are being transitioned from the Department of Children and Families Community Care for the Disabled Adults or Home Care for Disabled Adults services to the department’s community-based services.
- (3) **Department of Elder Affairs Programs and Services Handbook:** An official document of the State of Florida, DOEA. The Handbook includes program policies, procedures, and standards applicable to agencies which are subrecipients of DOEA funded programs. An annual update is provided through Notice of Instruction.
- (4) **Functional Assessment:** A comprehensive, systematic, and multidimensional review of a person’s ability to remain independent and in the least restrictive living arrangement. DOEA Form 701B is used by case managers to conduct the functional assessment.
- (5) **Lead Agency:** An agency designated by the agency at least every six (6) years through competitive procurement, which provides case management to all CCE clients, and ensures service integration and coordination of service providers within the community care service system.
- (6) **Notice of Instruction (NOI):** The agency’s established method to communicate to the subrecipient the requirement to perform a particular task or activity. NOIs are located on the agency’s website (www.seniorconnectioncenter.org).

(7) **Program Highlights:** Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services to demonstrate how programs and services help elders, families, and caregivers.

(8) **Service Provider Application:** The plan developed by the subrecipient and any revisions thereto, approved by the agency, which outlines the services and service delivery system to be used to fulfill the program requirements of the agency, the department, and the CCE program.

(9) **Summary of Programs and Services (SOPS):** A document produced by the Department of Elder Affairs and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

(10) **Vulnerable Adult in Need of Service:** A vulnerable adult who has been determined by a protective investigator to be suffering from the ill effects of neglect not caused by a second party perpetrator, and is in need of protective services or other services to prevent further harm.

3. DOEA Mission Statement

The department's mission is to foster an environment that promotes well-being for Florida's elders and enables them to remain in their homes and communities. The department's vision is of all Floridians aging with dignity, purpose, and independence. The agency, lead agencies and local service providers as partners and stakeholders in Florida's aging services network are expected to support the department's mission, vision, and program priorities.

4. CCE Program Mission Statement

The CCE program assists functionally impaired elderly persons in living dignified and reasonable independent lives in their own homes or in the homes of relatives or caregivers through the development, expansion, reorganization and coordination of various community-based services. The program provides a continuum of care so that functionally impaired elderly persons age sixty (6) and older may be assured the least restrictive environment suitable to their needs.

5. Statement of Purpose

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

6. Major Program Goals

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

7. Statutory Authority

The relevant references to statutory authority governing the CCE program are:

- (1) Rule 58C-1, Florida Administrative Code;
- (2) Sections 430.201 through 430.207, F.S.; and
- (3) The Catalog of State Financial Assistance (CSFA) Number 65.010.

8. Contract Documents and Scope of Services

This contract consists of the following Contract Documents which are incorporated into this contract:

- (1) Master Contract
- (2) DOEA Programs and Services Handbook
- (3) Adult Protective Services Operational Manual
- (4) This Contract
- (5) The 2021-2022 CCE Request for Proposal for Lead Agency Designation (the RFP)
- (6) Subrecipient's SPA
- (7) Subrecipient's proposal in response to the RFP

The Contract Documents shall be construed together to carry out the purpose and requirements of CCE. In the event of a conflict in the Contract Documents the order of precedence in resolving the conflict shall be:

- (1) Master Contract
- (2) DOEA Programs and Services Handbook
- (3) Adult Protective Services Operational Manual
- (4) This Contract
- (5) The 2021-2022 CCE Request for Proposal for Lead Agency Designation
- (6) Subrecipient's SPA
- (7) Subrecipient's proposal in response to the RFP

The subrecipient is responsible for the programmatic, fiscal, and operational management of CCE. The services shall be provided in a manner consistent with and described in the subrecipient's SPA, and any revisions thereto approved by the agency, and the current DOEA Programs and Services Handbook, located on the agency's official website (www.seniorconnectioncenter.org). The subrecipient agrees to be bound by all revisions to the Handbook, which are received through subsequent contract amendments or Notices of Instruction. The requirements of CCE for this contract are described in Sections 430.201 through 430.207, F.S. and DOEA Programs and Services Handbook.

9. Individuals to be Served

In order to receive services under this contract, an individual must meet the following specific program eligibility requirements:

- (1) Be at least 60 years of age and be functionally impaired pursuant to Section 430.203(7), F.S., as determined through the functional assessment, or at least an annual reassessment; or
- (2) Be aging out, as defined in Section 2(2) of this contract.
- (3) With the exception of APS high-risk referrals, clients may not be dually enrolled in the CCE program and a Medicaid capitated long-term care program.
- (4) The department shall have final authority for the determination of client eligibility.

10. Targeted Groups

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

11. General Service Tasks

In order to achieve the goals of the CCE program, the subrecipient shall ensure the following tasks are performed:

- (1) Determine client eligibility as shown in **ATTACHMENT I, Section 9**;
- (2) Perform assessments and prioritization of service delivery for new clients;
- (3) Deliver services to eligible clients;
- (4) Monitor the performance of vendors and subcontractors; and
- (5) Maintain adequate staffing levels to ensure performance of the tasks, responsibilities, and duties identified in this contract, and ensure that the staff responsible for performing any duties or functions under this contract have the qualifications, as specified in the DOEA Programs and Services Handbook.

12. Specific Service Tasks

The agency and the subrecipient shall ensure the following criteria are used to prioritize new clients in the sequence below for service delivery. It is not the intent of the agency or the department to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

(1) DCF APS High Risk Individuals: The subrecipient shall ensure that pursuant to Section 430.205(5)(a), F.S., those elderly persons who are determined by DCF APS to be vulnerable adults in need of services, pursuant to Section 415.104(3)(b), or to be victims of abuse, neglect, or exploitation who need immediate services to prevent further harm, and are referred by APS, shall be given primary consideration for receiving CCE services. As used in this subsection, “primary consideration” means that an assessment and services must commence within 72 hours after referral to the subrecipient or as established in accordance with agency contracts and local protocols developed between the agency and APS. The subrecipient must follow guidelines for DCF APS High Risk referred individuals established in the APS Operations Manual, which is incorporated by reference. For DCF APS low, intermediate, and high risk referrals who are enrolled in a Medicaid long-term care program at the time of referral to the subrecipient, the subrecipient must:

- (a) Ensure the intake entity contacts the DCF APS protective investigator and notifies him/her that the referral was not accepted because the referred individual is enrolled in a Medicaid long-term care program; and
- (b) Ensure that the intake entity notes that the referred individual is enrolled in a Medicaid long-term care program in the ARTT as the reason for rejection.

(2) Imminent Risk Individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within a month or very likely within three (3) months.

(3) Aging Out Individuals: Individuals receiving CCDA and HCDA services through the Department of Children and Families’ Adult Services transitioning to community-based services provided through the department when services are not currently available.

(4) Other Individuals: Service priority for individuals not included in (1), (2), and (3) above, regardless of referral source, will be determined through the department’s functional assessment administered to each applicant, to the extent funding is available. The agency and the subrecipient shall ensure the first priority is given to applicants at the higher levels of frailty and risk of nursing home placement. For individuals assessed at the same priority and risk of nursing home placement, priority will be given to applicants with lesser ability to pay for services.

(5) Referrals for Medicaid Waiver Services: The subrecipient must adhere to the following requirements:

- (a) The subrecipient must, through the performance of the client assessment, identify potential Medicaid eligible CCE clients, and refer these individuals for application for Medicaid Waiver services.
- (b) The subrecipient must require individuals who have been identified as being potentially Medicaid Waiver eligible to apply for Medicaid Waiver services in order to receive CCE services. These individuals may only receive CCE services while the Medicaid Waiver eligibility determination is pending. If the client is found ineligible for Medicaid Waiver services for any reason other than failure to provide required

documentation, then the individual may continue to receive CCE services.

- (c) The subrecipient must advise Individuals who have been identified as being potentially Medicaid Waiver eligible of the responsibility to apply for Medicaid Waiver services as a condition of receiving CCE services while the eligibility determination is being processed.

13. Delivery of Service to Eligible Clients

The subrecipient shall ensure the provision of a continuum of service that meet the diverse, individual, and assessed needs of each functionally-impaired elder. The subrecipient shall perform and report performance of the following services in accordance with the department's Program and Services Handbook. The services include the following categories:

- (1) Core Services
- (2) Health Maintenance Services
- (3) Other Support Services

14. Core Services

Core Services include a variety of home delivered services, day care services, and other basic services that are most needed to prevent unnecessary institutionalization. Core Services include:

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

15. Health Maintenance Services

Health Maintenance Services are routine health services that are necessary to help maintain the health of functionally impaired elders. Health Maintenance Services are limited to medical therapeutic services, non-medical prevention services, personal care services, home health aide services, home nursing services, and emergency response systems. Health Maintenance Services include:

- (1) Adult Day Health Care
- (2) Emergency Alert response
- (3) Gerontological Counseling
- (4) Health Support
- (5) Home Health Aide
- (6) Medication Management
- (7) Mental Health Counseling/Screening
- (8) Nutrition Counseling
- (9) Occupational Therapy

- (10) Personal Care
- (11) Physical Therapy
- (12) Skilled Nursing Services
- (13) Specialized Medical Equipment, Services and Supplies
- (14) Speech Therapy

16. Other Support Services

Other Support Services expand the continuum of care options to assist functionally impaired elders and their caregivers. Other Support Services include:

- (1) Caregiver Training/Support
- (2) Case Aide
- (3) Case Management
- (4) Intake
- (5) Material Aid
- (6) Other

17. Service Unit Measurements

The unit of measurement for each of the allowable CCE services is identified in the department's Programs and Services Handbook.

18. Reports

(1) The subrecipient is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the agency and the department. The subrecipient must establish due dates for vendors or subcontractors that permit the subrecipient to meet the agency's and the department's reporting requirements.

(2) The subrecipient must submit Program Highlights referencing specific events that occurred in SFY/FFY 2021-2022 by **September 7, 2022**. The subrecipient must provide a new success story, quote, testimonial, or human-interest vignette. The highlights must be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the subrecipient must provide a brief description of their mission or role. The active tense must be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight. The subrecipient must review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the agency.

19. Service Cost Report

The subrecipient is required to submit an annual service cost report which reflects actual costs of providing each service. This report provides information for planning and negotiating unit rates. The annual Service Cost Report must be submitted to the agency by **August 15, 2022**.

20. Surplus/Deficit Report

The subrecipient must submit to the agency a consolidated surplus/deficit report in a format provided by the agency by the 15th of each month.

21. CIRT Data Requirements

The subrecipient must ensure the collection and maintenance of all required client and service data in the CIRTS database on a monthly basis. The subrecipient must run monthly CIRTS reports to validate the client and service data in CIRTS is accurate prior to submitting a request for payment invoice.

22. Performance Outcome Measurements

- (1) The subrecipient shall submit all required reports in a timely manner.
- (2) The subrecipient shall submit all required CIRTS client information in a timely manner.
- (3) The subrecipient shall ensure services performed in this contract are in accordance with the current department's Programs and Services Handbook.
- (4) The performance of the subrecipient in providing the services described in this contract shall be measured by the current SPA strategies for the following criteria:
 - (a) Percentage of most frail elders who remain at home or in community instead of going into a nursing home;
 - (b) Percentage of active clients eating two or more meals per day;
 - (c) Percentage of new service recipients whose ADL assessment score has been maintained or improved;
 - (d) Percentage of new service recipients whose IADL assessment score has been maintained or improved;
 - (e) After service intervention, the percentage of caregivers who self-report being very confident about their ability to continue to provide care;
 - (f) Percentage of clients who are at imminent risk of nursing home placement who are served with community based services;
 - (g) Percentage of APS referrals who need immediate services to prevent further harm who are served within 72 hours; and
 - (h) Percentage of elders assessed with high or moderate risk environments who improved their environment score.

23. Monitoring and Performance Evaluation

The agency shall review and evaluate the performance of the subrecipient under the terms of this contract. The agency shall, at its own discretion, conduct monitoring concerning any aspect of the subrecipient's performance of this contract. Monitoring shall be conducted through direct contact with the subrecipient through telephone, in writing, or on site visit. The agency's determination of acceptable performance shall be conclusive. The subrecipient agrees to cooperate with the agency in monitoring the progress of completion of the service tasks and deliverables identified in this contract.

24. Match Requirements

The subrecipient must meet a match requirement of at least **ten percent (10%)** of the cost for all services funded under this contract. The subrecipient's match will be made in the form of cash and/or in-kind resources. Match must be reported on a monthly basis with the request for payment. At the end of the contract period all CCE funds received by the subrecipient must be properly matched. State General Revenue funds cannot be used to match another State General Revenue funded program.

25. Co-Payment Collections

- (1) The amount of the subrecipient's annual co-payment goal shall be **\$0.00**. Co-payment collections must be reported on a monthly basis with the Request for Payment.

(2) Pursuant to Section 430.204(8), and Rule 58C-1.007, F.A.C., the dollar amount for co-payments associated with CCE must be calculated by applying the current federal poverty guidelines published by the U.S. Department of Health and Human Services.

(3) No co-payments will be assessed on a client whose income is at, or below, the federal poverty level (FPL), as established each year by the U.S. Department of Health and Human Services.

(4) No client may have their services terminated for inability to pay their assessed co-payment. The subrecipient must establish procedures to remedy financial hardships associated with co-payments, and ensure there is no interruption in services for inability to pay. If a client's co-payment is reduced or waived entirely, a written explanation for the change must be placed in the client file.

(5) Co-payments include only the amounts assessed consumers or the amounts consumers opt to contribute in lieu of an assessed co-payment. The consumer's contribution must be equal to or greater than the assessed co-payment.

(6) Co-payments collected in the CCE program can be used as part of the required local match.

26. Use of Service Dollars

(1) The subrecipient is expected to expend all federal, state and other funds provided by the agency for the purpose specified in the contract. The subrecipient must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period. If the agency determines the subrecipient is not spending service funds accordingly, the agency may transfer funds to another service provider during the contract period and/or adjust subsequent funding allocations, as allowable under state and federal law.

27. Remedies for Nonconforming Services

(1) The subrecipient shall ensure that all goods and/or services provided under this contract are delivered timely, completely and commensurate with required standards of quality as identified in the current DOEA Programs and Services Handbook. Such goods and/or services shall only be delivered to eligible program participants.

(2) In addition to meeting certain prescribed quality standards, any nonconforming goods (including home delivered meals) and/or services not meeting such standards shall not be eligible for reimbursement under this contract. The costs associated with preparing or providing nonconforming goods and/or services shall be borne solely by the subrecipient. The subrecipient's authorization of the monthly request for payment invoice certifies maintenance of supporting documentation and acknowledgement that the subrecipient shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The agency requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

28. Financial Consequences for a Contract Surplus

The subrecipient shall ensure the provision of services to the projected number of clients in accordance with the subrecipient's SPA, and any revisions thereto approved by the agency, and within the contract amount. The subrecipient shall ensure expenditure of 100% of the contract amount budgeted for services to clients at the unit rates established in the subrecipient's SPA. In the event the subrecipient has a surplus of 1% or more at the end of the contract term, the agency shall reallocate 1% of the budget for the next contract term to other providers found to be serving clients to the fullest extent of their allocated budgets. If there is a conflict between this paragraph and the Financial Consequences of Non-Performance paragraph in the Master Contract, this paragraph shall have precedence.

29. Budget Summary

The agency has established a spending authority based on services and rates detailed in the SPA and the Budget Summary, **ATTACHMENT III**, and any revisions thereto approved by the agency. Any changes in the total amounts of the funds identified on the Budget Summary require a contract amendment.

30. Continuity of Service

(1) The subrecipient shall ensure that contract services will be provided until the end of the service period. The agency reserves the right to reduce payments if units billed exceed the goal for the period. Unit achievement for the last quarter may not deviate from the contract units for the period by more than **five percent (5%)**. The agency may waive this provision if the subrecipient guarantees in writing that other funding resources will be utilized to maintain the quality and quantity of contract service(s).

(2) In order to enable the subrecipient to better manage the services under this contract and to maximize the use of available resources, the agency has established a spending authority as identified in the Budget Summary, **ATTACHMENT III**. The subrecipient is responsible for managing the spending authority, including the unit achievement levels for authorized services, so that the maximum number of consumers can be served. Final unit achievement levels may vary with the budget shown in the approved SPA as long as the net reimbursements do not exceed the total spending authority.

31. Unduplicated Clients

The unduplicated clients must be fully funded, identifiable and trackable for the contract period to the CCE funding source.

32. Program Guidance and Technical Assistance

The agency will provide guidance and technical support to assist the subrecipient in meeting the requirements of this contract. The support, or lack thereof, shall not relieve the subrecipient from full performance of contract requirements.

33. Method of Payment

The method of payment for this contract includes cost reimbursement and fixed rate for services. The subrecipient shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations, and are based on audited historical costs in instances where an independent audit is required.

34. Request for Payment Invoices

(1) All request for payment invoices shall be submitted through the agency's approved on-line billing system. The agency may require additional request for payment forms in order to obtain required signatures or authorizations. Duplication or replication of agency request for payment forms via data processing equipment is permissible, provided all data elements are in the same format as included on agency forms.

(2) The subrecipient shall consolidate all requests for payment from subcontractors and vendors for submission to the agency.

(3) Request for payment invoices shall be based on the submission of monthly expenditure reports beginning with the first month of the contract, as shown in **ATTACHMENT II**.

(4) Payments shall be authorized only for allowable expenditures, which are in accordance with the limits specified in **ATTACHMENT III**, Budget Summary.

- (5) The subrecipient shall maintain documentation to support payment requests which shall be available to the agency, the department, the Department of Financial Services, or other authorized state and federal personnel upon request.
- (6) Any payment due from the agency under the terms of this contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the subrecipient, and any adjustments thereto, including any disallowances not resolved as outlined in the Master Contract.
- (7) The final request for payment invoice shall be due to the agency by **August 10, 2022**.
- (8) All payments under the terms of this contract are contingent upon an annual appropriation by the Legislature, and subject to the availability of funds.

35. Consequences for Non-Compliance

- (1) The subrecipient shall ensure that 100% of the deliverables identified in **ATTACHMENT I, Section 8, Scope of Services**, for the services identified in **ATTACHMENT III, Budget Summary**, of this contract, are performed pursuant to the contract requirements. The subrecipient shall perform these services, or ensure its subcontractors perform these services, in accordance with the current DOE Programs and Services Handbook, and the service tasks described in **ATTACHMENT I, Section 11, General Service Tasks**.
- (2) If at any time the subrecipient is notified by the agency that it has failed to correctly, completely, or adequately perform the required deliverables identified in this contract, the subrecipient will have ten (10) days to issue a Corrective Action Plan (CAP) to the agency addressing the deficiencies and stating how the deficiencies will be remedied within the specified time period. The agency shall assess a Financial Consequence of **two percent (2%)** of the monthly value of the contract for each business day the deficiency identified in the CAP is not corrected pursuant to the CAP. The reduction of payment will begin on the first business day following the agency's notification to the subrecipient that the identified deficiency has not been cured or satisfactorily addressed in accordance with the CAP. The agency will also assess a Financial Consequence for failure to submit a timely CAP.
- (3) In the event the subrecipient fails to correct an identified deficiency within the timeline specified in the CAP, the agency shall deduct from the payment for the invoice of the following month, **two percent (2%)** of the monthly value of the contract for each business day the deficiency is not corrected. The reduction of payment will begin on the first business day following the agency's notification to the subrecipient that the identified deficiency has not been cured or satisfactorily addressed in accordance with the CAP.
- (4) If the subrecipient fails to submit a timely CAP, the agency shall deduct **two percent (2%)** of the monthly value of the contract for each business day the CAP is overdue, beginning with the **11th** day after notification of the deficiency by the agency. The deduction will be made from the payment for the invoice of the following month. If or to the extent there is any conflict between this paragraph and paragraphs in the Master Contract, this paragraph shall have precedence.
- (5) Exceptions may be granted solely, in writing, by the agency's contract manager.

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ATTACHMENT II

COMMUNITY CARE FOR THE ELDERLY PROGRAM

INVOICE SCHEDULE

Report Number	Based On	CIRTS Updated By	INVOICE Finalized By
1	July Expenditure Report	August 7	August 10
2	August Expenditure Report	September 7	September 10
3	September Expenditure Report	October 7	October 10
4	October Expenditure Report	November 7	November 10
5	November Expenditure Report	December 7	December 10
6	December Expenditure Report	January 7	January 10
7	January Expenditure Report	February 7	February 10
8	February Expenditure Report	March 7	March 10
9	March Expenditure Report	April 7	April 10
10	April Expenditure Report	May 7	May 10
11	May Expenditure Report	June 7	June 10
12	June Expenditure Report	July 7	July 10
13	Final Expenditure and Request for Payment Report	August 7	August 10
14	Closeout Report	N/A	August 20

Note #1: Submission of expenditure reports may or may not generate a payment request. If the final expenditure report reflects funds due back to the agency, payment must accompany the report.

Note #2: The annual Service Cost Report is due **August 15, 2022**.

ATTACHMENT III

COMMUNITY CARE FOR THE ELDERLY

BUDGET SUMMARY