

A G R E E M E N T

Between

BROWARD COUNTY

and

AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.

FOR LOCAL MATCH FUNDING OF
SENIOR SERVICES

Contract Number: 14-EVSD-8210-01

AGREEMENT

Between

BROWARD COUNTY

and

AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.

FOR LOCAL MATCH FUNDING OF SENIOR SERVICES

This is an Agreement between BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY";

and

AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., a non-profit Florida corporation, hereinafter referred to as "COUNCIL," and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, COUNTY has agreed to participate as a source of local match funds for COUNCIL, a provider of state and federal-funded senior services; and

WHEREAS, funding given to COUNCIL has been found and declared to be for a county and public purpose by the Board of County Commissioners of Broward County; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments, the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - This document, Articles 1 through 15, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

- 1.2 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.3 **Contract Administrator** - The Broward County Administrator or the Director of the Broward County Elderly and Veterans Services Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with COUNCIL and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **County Administrator** - The administrative head of COUNTY appointed by the Board.
- 1.5 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.6 **County Business Enterprise or "CBE"** - A small business certified as meeting the requirements of Broward County's CBE Program.

ARTICLE 2 TERM OF AGREEMENT

The term of this Agreement shall retroactively commence on October 1, 2013, and shall end on September 30, 2014, unless terminated earlier or extended pursuant to the terms of this Agreement ("Term").

ARTICLE 3 SCOPE OF SERVICES

- 3.1 The Parties shall perform all work identified in this Agreement and Exhibit "D," which is attached hereto and incorporated herein. The Scope of Services in this Article and Exhibit "D" is a description of the Parties' obligations and responsibilities and is deemed to include preliminary considerations and prerequisites.
- 3.2 At the request of COUNTY, COUNCIL shall participate in COUNTY's Human Services client information software system along with COUNTY and the other health and human services organizations that receive funds from COUNTY. COUNCIL shall work with COUNTY in an effort to eliminate duplication in services and personnel among agencies. COUNCIL shall work with COUNTY to ensure that all federal, state, and local laws regarding confidentiality are adhered to in collecting and reporting client information. COUNCIL shall use its case managers in a coordinated effort with COUNTY and the other health and human services providers so that a case manager is assigned at the client's first point of entry into the human services network. The case manager will be responsible

for: 1) coordinating services to specified families and households; and 2) conducting follow-up activities designed to prevent recipients of health and human services from becoming dependent on the system again after restorative services are completed.

ARTICLE 4
FUNDING AND METHOD OF PAYMENT

- 4.1 The maximum contribution to COUNCIL by COUNTY pursuant to the terms of this Agreement shall be Six Hundred Eighty-Four Thousand Nine Hundred Twenty Dollars (\$684,920.00) ("Contract Amount"). COUNCIL shall submit quarterly invoices to COUNTY, on the form attached as Exhibit "E-1" and incorporated herein, in accordance with the schedule attached as Exhibit "H" and incorporated herein, and each invoice shall be for one quarter (1/4) of the Contract Amount. Such invoices shall be accompanied with an updated and fully completed Match Reimbursement Chart, a form of which is attached as Exhibit "E-2" and incorporated herein, an updated and fully completed Client Demographic Data Report, a form of which is attached as Exhibit "F" and incorporated herein, and an updated and fully completed Certification of Payments to Subcontractors and Suppliers, a form of which is attached as Exhibit "C" and incorporated herein. Quarterly invoices submitted by COUNCIL to COUNTY shall also be certified by COUNCIL's authorized person as referenced in Exhibit "A," which is attached hereto and incorporated herein.
- 4.2 COUNCIL shall provide signature authorizations to COUNTY as shown in Exhibit "A." Should it become necessary for COUNCIL to replace signators, a notarized copy of the authorizing resolution as passed by COUNCIL's Board of Directors or Trustees shall be submitted to COUNTY, along with a replacement Exhibit "A," available from the Broward County Program, Development, Research and Evaluation Division, Center for Contract Administration. A letter from the President of the Board of Directors or Trustees setting forth the reason for the action must accompany the notarized copy. Both items must be submitted along with the invoice bearing the names of the new signators.
- 4.3 This Agreement is contingent upon the availability of COUNTY funds. COUNTY shall be the final authority as to the availability of funds.
- 4.4 The name, address, and Federal I.D. of the official payee to whom payment shall be made is:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road
Sunrise, Florida 33351

Federal I.D. No.: 59-1529419

It is COUNCIL's responsibility to advise Contract Administrator, in accordance with the "NOTICES" section of this Agreement, of changes in address and telephone number, including changes of administrative and service locations.

ARTICLE 5
MONITORING, REQUIRED RECORDS, AND REPORTS

5.1 MONITORING:

COUNCIL will:

- a. Assign appropriate staff, if determined by COUNTY to be necessary, to attend meetings with COUNTY staff to assess quality of service, service delivery systems, coordination of services, consumer satisfaction, records maintenance and funding maximization, and to discuss any resulting recommendations.
- b. Provide to COUNTY full access to administrative and service delivery sites during all announced and unannounced visits for the purpose of examination of records and data covered by this Agreement as well as observation of service delivery and client/COUNCIL staff interaction. COUNTY and COUNCIL shall maintain the confidentiality of client services and records in full accordance with any federal or state laws or federal regulations mandating such confidentiality.
- c. Make all records and client files pertaining to this Agreement available for inspection, review, and/or audit by COUNTY, and COUNCIL shall otherwise comply with the requirements of Exhibit "D-2," which is attached hereto and incorporated herein
- d. Ensure that the back-up documentation used to support the billings and outcome for services provided is approved by Contract Administrator prior to payment of invoices.
- e. Ensure that monitoring reports originated periodically by designated COUNTY staff, the performance requirements of this Agreement, and the timeliness of requested information are considered a factor in evaluating future funding requests.
- f. Provide access to COUNTY, during the Term and beyond the expiration of this Agreement, to records developed pursuant to this Agreement regarding assessment of long-term outcomes as specified in Exhibit "D-1," which is attached hereto and incorporated herein.

- 5.2 REPORTS: COUNCIL shall submit to COUNTY for review the financial and programmatic records and reports as specified in Exhibit "G," which is attached hereto and incorporated herein.
- 5.3 SAFEGUARDING INFORMATION: COUNCIL shall safeguard information regarding the confidentiality of Clients' records in compliance with 42 C.F.R. Part 2, as amended, and all other applicable laws, rules, and regulations.

ARTICLE 6
TERMINATION OF AGREEMENT

- 6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) calendar days after written notice from the aggrieved party identifying the breach. Termination for cause by COUNTY shall be by action of the Board with written notice provided to COUNCIL by the Contract Administrator, which termination date shall be not less than thirty (30) days after the date of such written notice. Termination for cause by COUNCIL shall be effective not less than thirty (30) days after notice of termination is received by COUNTY.

This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice.

This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

If COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience.

- 6.2 This Agreement may be terminated for cause for reasons including, but not limited to, COUNCIL's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if COUNCIL is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if COUNCIL provides a false certification submitted pursuant to Section 287.135, Florida Statutes.
- 6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the

public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

- 6.4 In the event this Agreement is terminated for convenience, COUNCIL shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. COUNCIL acknowledges and agrees that it has received good, valuable, and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by COUNCIL, for COUNTY's right to terminate this Agreement for convenience.
- 6.5 In the event this Agreement is terminated for any reason, any amounts due to COUNCIL shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 15.1 of Article 15.

ARTICLE 7 INDEMNIFICATION

COUNCIL shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional or negligent act of, or omission of, COUNCIL, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, COUNCIL shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due COUNCIL under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 8
INSURANCE

- 8.1 COUNCIL shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the insurance coverage set forth in this Article, in accordance with the terms and conditions required by this Article.
- 8.2 Such policy shall be issued by companies authorized to do business in the State of Florida, with an AM Best financial rating of A- or better. Coverage shall be afforded on a form no more restrictive than the latest edition of the respective Insurance Services Office policy. COUNCIL shall be responsible for any policy deductibles. COUNCIL shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming Broward County as an additional insured under the Commercial General Liability Policy as well as on any Excess Liability Policy. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.
- A. Commercial or General Liability: COUNCIL shall maintain Commercial General Liability coverage at a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence and One Million Dollars (\$1,000,000.00) annual aggregate. COUNCIL agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual Liability or Cross Liability. COUNCIL shall endorse COUNTY as an additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Insurance Policy, as filed by the Insurance Services Office without restrictive endorsements excluding or limiting coverage for:
1. Premises and/or operations.
 2. Independent contractors.
 3. Products and/or Completed Operations for contracts.
 4. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
 5. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- B. Business Automobile Liability: COUNCIL shall maintain Business Automobile Liability Insurance, IF COUNCIL USES A VEHICLE IN THE PERFORMANCE OF DUTIES UNDER THIS AGREEMENT, with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability

Insurance Policy as filed by the Insurance Services Office without restrictive endorsements excluding or limiting coverage for:

1. Owned Vehicles, if applicable;
2. Hired, if applicable;
3. Non-Owned Vehicles, if applicable;
4. Any Auto, if applicable.

C. Umbrella or Excess Liability Policy: COUNCIL may satisfy the limits required for Commercial General Liability, or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either the Commercial General Liability, Business Auto Liability, or Professional Liability. COUNCIL shall endorse Broward County as an "Additional Insured" on Umbrella or Excess Liability policy. The additional insured shall read "Broward County." The certificate holder address for COUNCIL shall read "Broward County" at the address: 115 S. Andrews Avenue, Fort Lauderdale, FL 33301.

D. Workers' Compensation Insurance and Employers Liability: COUNCIL shall maintain Workers' Compensation Insurance and Employers' Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employers' Liability with a limit of a minimum of Five Hundred Thousand Dollars (\$500,000.00) for each accident. Note: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement.

- 8.3 COUNCIL shall furnish to COUNTY's Contract Administrator proof of insurance in the form of Certificate of Insurance and endorsements, Declarations pages or policies evidencing the insurance coverage specified by this Article within fifteen (15) calendar days of notification of award. COUNCIL's failure to provide to COUNTY proof of insurance shall provide the basis for the termination of the Agreement.
- 8.4 Coverage is not to cease and is to remain in force until all performance required of COUNCIL is completed. All policies must be endorsed to provide COUNTY with notice of expiration, cancellation, or restriction. If any of the insurance coverage will expire prior to the completion of the work, renewal certificates shall be furnished upon expiration.
- 8.5 COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements. If COUNCIL uses a

subcontractor, COUNCIL shall ensure that subcontractor names COUNTY as an additional insured in the name of Broward County.

- 8.6 WAIVER: Any or all insurance requirements under this Article may be waived by County's Risk Management Division based on the nature and scope of the services being provided.

ARTICLE 9 EEO and CBE COMPLIANCE

9.1 EEO COMPLIANCE

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. COUNCIL shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by COUNCIL to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the COUNTY, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

COUNCIL shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

COUNCIL shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. COUNCIL shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, COUNCIL shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, COUNCIL represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from COUNCIL all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

- 9.2 Although no CBE goal has been set for this Agreement, COUNTY encourages COUNCIL to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 10 RETURN OF FUNDS

- 10.1 Any expenditure of COUNTY funds provided under this Agreement determined by COUNTY or state auditors to be nonreimbursable expenditures shall be refunded to COUNTY, or, if this Agreement is still in effect, shall be withheld by COUNTY from any subsequent payment request. In the event COUNTY determines that funds are due back to COUNTY, COUNTY, through its Contract Administrator, may in its sole and absolute discretion require COUNCIL to pay interest on those funds, which interest shall be calculated from the date COUNTY incorrectly paid COUNCIL.
- 10.2 Nonreimbursable expenditure means any expenditure of COUNTY contributed community mental health and substance abuse service local match funds determined by COUNTY or COUNCIL to be in violation of state laws, rules, or regulations relating to state funded senior service providers.

ARTICLE 11 FINANCIAL STATEMENTS

- 11.1 COUNCIL shall provide to the Contract Administrator a total of three (3) copies of audited financial statements for all programs maintained with the Human Services Department, consisting of a statement of financial position, a statement of activities, a statement of cash flows, a statement of changes in the fund balance, a statement of functional expenses, and any management letter(s) thereby generated. The financial statements shall include in the disclosure or accompanying notes that the funds received under this Agreement were expended in accordance with this Agreement and that funds, including interest earned on those funds, are due back to COUNTY. A list of funds due back to COUNTY, if any, including interest earned on such funds, shall be included with the financial statements.

The audit of the financial statements shall be performed in accordance with Generally Accepted Auditing Standards by an independent certified public accountant. COUNCIL shall comply with the requirements of OMB Circular A-133 entitled, "Audits of States, Local Government and Nonprofit

organizations," for funding levels of Three Hundred Thousand Dollars (\$300,000.00) or more, if applicable. In addition, in the event COUNCIL expends a total amount of State Financial Assistance equal to, or in excess of Three Hundred Thousand Dollars (\$300,000.00) in any fiscal year of COUNCIL, COUNCIL shall have a state single audit or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor, Rules of the Comptroller, and Chapter 10.600, rules of the Auditor General. In determining the State Financial Assistance expended in its fiscal year, COUNCIL shall consider all sources of State Financial Assistance, including State Financial Assistance received from the County, except that State Financial Assistance received for federal financial assistance and state matching requirements shall be excluded from consideration.

- 11.2 Said annual financial statements shall account for all monies received from COUNTY via explicit disclosures in the financial statements and/or accompanying notes to the financial statements.

In the event COUNCIL meets the requirements for compliance with the Florida Single Audit Act, COUNCIL shall also prepare the state financial reporting package containing the following: 1) Schedule of State Financial Assistance, 2) Auditor's Report, 3) management letter, 4) COUNCIL written response or corrective action plan, 5) correspondence on follow-up of previous year's corrective action taken, and 6) such other information as may be determined by the Auditor General to be necessary and consistent with Section 215.97, Florida Statutes.

The Schedule of State Financial Assistance shall state whether the State Financial Assistance shown on the schedule is presented fairly in all material respects in relation to the non-state entity's financial statements taken as a whole.

COUNCIL agrees, as a condition to receiving State Financial Assistance, to allow the state awarding agency, the comptroller, and the Auditor General access to the independent auditor's working papers as necessary for complying with the requirements of Section 215.97, Florida Statutes.

- 11.3 Three (3) copies of said financial statements with accompanying management letters, if any, shall be submitted to Contract Administrator within one hundred twenty (120) days after the close of each of COUNCIL's fiscal years in which COUNCIL accounts for funds under this Agreement or with any other agreements that COUNCIL has with COUNTY.

Copies of the State Financial Assistance reporting package required by Section 215.97, Florida Statutes, shall be submitted to the Contract Administrator, to the state awarding agency and to the State of Florida Auditor General, Room 574,

Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32302-1450.

- 11.4 Late submission of the financial statements and management letters shall result in suspension of payment under this Agreement and subsequent agreements until the financial statements and management letters are received and accepted by COUNTY, unless otherwise approved in advance and in writing by the Contract Administrator. Suspension of payment shall not excuse COUNCIL from continued delivery of service.
- 11.5 COUNCIL acknowledges submission of audited financial statements with funding application or to any other Broward County Office or Division does not constitute compliance with requirements to submit that material to the Contract Administrator.
- 11.6 COUNCIL shall provide to Contract Administrator three (3) copies of the schedule of correction developed in response to management letter(s) within forty-five (45) days of its development.
- 11.7 COUNCIL shall provide to Contract Administrator three (3) copies of any compliance audits required by law within forty-five (45) days of receipt and a copy of the response within forty-five (45) days of the date prepared.

ARTICLE 12 DESIGNATED REPRESENTATIVES AND EMPOWERMENT

- 12.1 COUNTY's Contract Administrator is the Director of the Broward County Elderly and Veterans Services Division. COUNCIL's representative responsible for the administration of the program under this Agreement is the Executive Director of Council.
- 12.2 The empowered signator of this Agreement for COUNCIL is the Executive Director as referenced on the signature page of this Agreement. Changes in the empowered signator on Exhibit "B," which is attached hereto and incorporated herein, shall be communicated to COUNTY as directed in Section 4.2 herein.

ARTICLE 13 SUBCONTRACTING

- 13.1 COUNCIL shall submit proposed documents formalizing the subcontracting relationship to the Contract Administrator for the Contract Administrator's written approval prior to approval of any subcontractor by COUNCIL. The documentation must clearly define the scope of services as it relates to services required by this Agreement, must include a line-item budget for the subcontracted services, and must include clear and express payment terms and the requirement of conformance with the requirements of this Agreement.

COUNCIL may not subcontract services without the prior written approval of Contract Administrator, except that COUNCIL may enter into an Employee Leasing agreement without the prior written consent of Contract Administrator, but only after delivery of written notice of same and the executed Employee Leasing agreement to the Contract Administrator. The Contract Administrator's written approval referenced in this Article shall be limited to COUNCIL's approval to enter a sub-contractual relationship with a third party and shall not be deemed an approval of any subcontracting document(s) between COUNCIL and its subcontractor(s).

- 13.2 Services provided by COUNCIL's subcontractors shall be subject to supervision by COUNCIL or subcontractor. Employee compensation, personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of COUNCIL or its subcontractor.
- 13.3 COUNCIL engages in subcontracting if COUNCIL engages via formal agreement or any other mechanism, a third party, including, but not limited to, individuals, partnerships, corporations, or any other type of entity, to perform the services, in whole or in part, required by this Agreement. Services provided by third parties, other than COUNCIL's own employees, officers, and volunteers will be deemed subcontracted and subject to the Contract Administrator's advance written approval.
- 13.4 The delivery of services through subcontractors shall not relieve COUNCIL of full responsibility for all requirements, provisions, and terms of this Agreement.
- 13.5 COUNCIL shall require all subcontractors to conform with the requirements of this Agreement and all applicable federal and state laws, rules, regulations, guidelines, and standards.
- 13.6 COUNCIL shall reimburse COUNTY for any and all funds not used in compliance with this Agreement by COUNCIL and/or its subcontractors.

ARTICLE 14 REPRESENTATIONS AND ACKNOWLEDGMENTS

- 14.1 COUNCIL represents and certifies to COUNTY that, upon its execution of this Agreement and continuing throughout the Agreement Term, the following representations are true and correct. In the event that any of the following representations become at any time not true, COUNCIL shall immediately provide written notice of same to the Contract Administrator.

- a. There have been no irregularities involving its management or employees that could have a material effect on COUNCIL's operations or financial stability.
- b. COUNCIL has committed no violations or possible violations of laws or regulations, the effects of which should be considered by COUNTY prior to entering into this Agreement.
- c. There are no material transactions that have not been properly recorded in the appropriate document(s) or disclosed.
- d. Related party transactions as defined by generally accepted accounting principles and related amounts receivable or payable have been properly recorded or disclosed.
- e. It maintains appropriate active license(s), which are all in good standing and have not been revoked or suspended, where COUNCIL is operating a facility or providing a service where any type of licensure is required, including, but not limited to, by federal, state, county, or local law.
- f. All representations and information provided by COUNCIL to COUNTY in the course of competing for and developing this Agreement are true and correct and there have been no material omissions.

14.2 COUNCIL acknowledges that:

- a. Verification of liability protection, and the Authorized Invoice Signators, as shown in Exhibit "A," shall accompany this Agreement upon execution of this Agreement by COUNCIL.
- b. Information, guidance, and technical assistance offered by Contract Administrator, or any other staff, whether written or verbal, in no way constitutes a guarantee of execution of this Agreement by COUNTY and shall not be relied upon as a basis for doing business, delivering service, expending financial resources or expectation of receipt of payment.
- c. COUNTY has relied on all representations and information provided to COUNTY by COUNCIL in the course of competing for and developing this Agreement.

ARTICLE 15
MISCELLANEOUS

15.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed, COUNCIL grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by COUNCIL, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by COUNCIL to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to COUNCIL shall be withheld until all documents are received as provided herein.

15.2 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent COUNCIL is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, COUNCIL shall:

- 15.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;
- 15.2.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 15.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 15.2.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of COUNCIL upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of COUNCIL to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Section 6.1.

15.3 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of COUNCIL and its subcontractors that are related to this Project. COUNCIL and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of COUNCIL and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, COUNCIL or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

COUNCIL and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

COUNCIL shall ensure that the requirements of this Section 15.3 are included in all agreements with its subcontractor(s).

15.4 PUBLIC ENTITY CRIME ACT

COUNCIL represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Agreement and recovery of all monies paid by

COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, COUNCIL further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether COUNCIL has been placed on the convicted vendor list.

15.5 INDEPENDENT CONTRACTOR

COUNCIL is an independent contractor under this Agreement. Services provided by COUNCIL pursuant to this Agreement shall be subject to the supervision of COUNCIL. In providing such services, neither COUNCIL nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to COUNCIL or COUNCIL's agents any authority of any kind to bind COUNTY in any respect whatsoever.

15.6 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and COUNCIL or others delegated authority to or otherwise authorized to execute same on their behalf.

15.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by COUNCIL of this Agreement or any right or interest herein without COUNTY's written consent.

COUNCIL represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

COUNCIL shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of COUNCIL's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

15.8 MATERIALITY AND WAIVER OR BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and that each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15.9 RENEGOTIATION

The Parties agree to renegotiate this Agreement if revisions of any applicable law, regulation, or increase/decrease in allocations make changes in this Agreement necessary.

15.10 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR BROWARD COUNTY:

Director of Elderly and Veterans Services Division
Elderly and Veterans Services Division
2995 North Dixie Highway
Fort Lauderdale, Florida 33334

FOR COUNCIL:

Executive Director
Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road
Sunrise, Florida 33351

15.11 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, COUNCIL AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

15.12 COMPLIANCE WITH LAWS

COUNCIL shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

15.13 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

15.14 CONFLICTS

Neither COUNCIL nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with COUNCIL's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of COUNCIL's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or COUNCIL is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless

compelled by court process. The limitations of this section shall not preclude COUNCIL or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event COUNCIL is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, COUNCIL shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as COUNCIL.

15.15 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or COUNCIL elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

15.16 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

15.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 15 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 15 shall prevail and be given effect.

15.18 HIPAA COMPLIANCE

It is expressly understood by the Parties that COUNTY personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. §160, 162, and 164 and related regulations. In the event COUNCIL is considered by COUNTY to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), COUNCIL shall fully protect individually identifiable health information as required

by HIPAA and, if requested by COUNTY, shall execute a Business Associate Agreement for the purpose of complying with HIPAA. Where required, COUNCIL shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of COUNCIL's and COUNTY's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. COUNTY hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf.

15.19 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2014, and COUNCIL, signing by and through its Executive Director, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
Barbara Sharief, Mayor

_____ day of _____, 2014

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County
Risk Management Division

By: Jaqueline A. Binns (dc)
Signature 3/27/14 (Date)

Print Name and Title above
Risk Management Division
Jacqueline A. Binns
Risk Insurance and
Contracts Manager

By: K. Gordon 3/28/14
Karen S. Gordon (Date)
Assistant County Attorney
Angela J. Wallace 3/28/14
Angela J. Wallace (Date)
Deputy County Attorney

KSG:dp
AAALocalMatch2014.a01
14-067.03
2/21/14; 02/27/14 03/14/14

AGREEMENT BETWEEN BROWARD COUNTY AND AREAWIDE COUNCIL ON
AGING OF BROWARD COUNTY, INC., FOR LOCAL MATCH FUNDING OF SENIOR
SERVICES

COUNCIL

AREAWIDE COUNCIL ON AGING OF
BROWARD COUNTY, INC.

By: Edith Lederberg
Authorized Signature

EDITH LEDERBERG, EXECUTIVE DIRECTOR
Print or Type Signator's Name and Title

20th day of March, 2014

WITNESSES:

Elizabeth Lombrado
Signature of Witness

Elizabeth Lombrado
Print or Type Name of Witness

Angelo M. Fidalgo
Signature of Witness

Angelo M. Fidalgo
Print or Type Name of Witness

Mary Ladd
Secretary, Board of Directors

(Corporate Seal)

notarized and acknowledged
before me on this day of
March, 2014
at Broward County, Florida

EXHIBIT A
AUTHORIZED INVOICE SIGNATORS

Agreement #: 14-EVSD-8210-01

The Board of Directors of AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., hereinafter known as "COUNCIL," meeting on Oct 14, 2004, by motion and vote, duly recorded in the minutes thereof, did authorize

EDITH LEDERBERG, EXECUTIVE DIRECTOR and
(Name and Title Typewritten)

(Name and Title Typewritten)

to sign quarterly invoices and certification statements as required by the Agreement between Broward County and COUNCIL. Appearing below are samples of signatures authorized by the Board of Directors of COUNCIL as required by COUNTY.

Edith Lederberg
(Authorized Signature) (Date)

EDITH LEDERBERG
Authorized Name

Witness Signature:

Signature Elizabeth Lombardo
Name Elizabeth Lombardo
(Print or Type)
Date 03/20/14

(Authorized Signature) (Date)

Authorized Name

Witness Signature

Signature Amparo M. Fidalgo
Name Amparo M. Fidalgo
(Print or Type)
Date 03/20/14

(SEAL)

EXHIBIT C
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

Agreement No. 14-EVSD-8210-01 Project Title: LOCAL MATCH FUNDING

The undersigned hereby swears under penalty of perjury that:

1. Council has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor's or
Supplier's name
and address

Date of disputed amount in
invoice dispute

_____	_____	_____
_____	_____	_____
_____	_____	_____

- B. The undersigned is authorized to execute this Certification on behalf of Council.

Dated _____, 20__

Council: _____

By Edith Lederberg
(Signature)

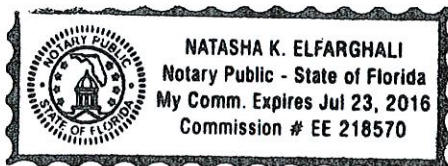
By EDITH LEDERBERG, EXECUTIVE DIRECTOR
(Name and Title)

STATE OF Florida)
) SS.
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20th day of March, 2014, by Council's Executive Director Edith Lederberg who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 20th day of March, 2014.

(NOTARY SEAL)



Natasha K. Elfarghali
(Signature of person taking acknowledgment)

Natasha K. Elfarghali
(Name of officer taking acknowledgment) typed, printed, or stamped

(Title or rank)

(Serial number, if any)

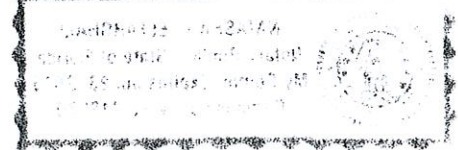
My commission expires: July 23, 2014

EXHIBIT D
SCOPE OF SERVICES

Program Name: Local Match Funding of Senior Services
Contract No.: 14-EVSD-8210-01
Agency Name: Areawide Council on Aging of Broward County, Inc.
Program No.: 01
Division: Elderly and Veterans Services Division

COUNCIL shall:

- Meet part of its obligation to the State of Florida and federal government of obtaining a ten percent (10%) Local Match by using the designated funds as a result of entering into this Agreement with COUNTY.
- Apply Agreement's Local Match Contribution for the funding and administrating of services for Broward County residents sixty (60) years of age and older ("Clients").
- Define service as any service that will keep eligible elders living in their homes and/or communities and prevent their unnecessary institutionalization.
- Coordinate, fund, and monitor Older Americans Act, Community Care for the Elderly, and other Federal and State Funded Programs in the manner outlined in the State of Florida Department of Elder Affairs Program and Services Manual.
- Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with Clients and each other in a culturally diverse work environment.
- Develop and implement a strategy to recruit, retain, and promote qualified, diverse, and culturally proficient administrative and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.
- Have a written Code of Ethics that: reflects the organization's principles, philosophy, values for service delivery, and interaction with Clients; orients staff to the Code of Ethics; assures procedures are in place to investigate and respond to alleged violations of the Code.



COUNTY shall:

- Contribute a "Fair Share" amount, as referenced in Article 4.1, of COUNTY dollars to help COUNCIL meet its obligation to the State of Florida and federal government of obtaining ten percent (10%) in Local Match Funding.
- Work cooperatively with COUNCIL to promote the development of a coordinated service delivery system to meet the needs of the aged, especially those who are at risk of premature institutionalization.
- Enter into funded agreements with COUNCIL to administer Community Care for the Elderly contracted services as well as for the administration and provision of other needed elder services as specified by COUNCIL, including funds generated by Local Match Funding.
- Pay COUNCIL within thirty (30) days of receipt of VENDOR's properly submitted invoice.

[Remainder of Page Intentionally Left Blank]

EXHIBIT D-1
OUTCOMES

Program Type	Activities	Outcomes	Data Source	Data Collection Method
Aging and Disability Resource Center (ADRC)	Home and Community Based Services Diversion, Long-Term Care Initiatives, Supportive Community Care, Caregiver Support, Nutritional Services	Maintain number of persons receiving services.	End of State Fiscal Year 2013 data indicating number of persons served by all ADRC services	Agency tracks number of unduplicated Clients served by agency and all of its partners. Agency compares baseline data (06/30/13) to 06/30/14, data.
		Minimize number of persons waiting for any agency service by ensuring proper expenditure of all available funds.	End of State Fiscal Year 2013 data indicating number of persons waiting for any ADRC service.	Agency tracks number of persons on the waiting list on quarterly basis. Agency compares baseline data (06/30/13) to 06/30/14, data.

EXHIBIT D-2
MONITORING REQUIREMENTS

- I. Organizational Quality
 - A. Mission Statement
 - 1. COUNCIL's Mission Statement is posted in view of service recipients.
 - 2. Services are consistent with the Organization's Mission Statement.
 - B. Code of Ethics
 - 1. COUNCIL has a written Code of Ethics that reflects the organization's principles, philosophy, values for service delivery, and interaction with Clients.
 - 2. COUNCIL orients staff to the Code of Ethics.
 - 3. Procedures are in place to investigate and respond to alleged violations of the Code.
 - C. Clients' Rights, Confidentiality, Grievance, and Waiting List Procedures
 - 1. COUNCIL has a Clients' Rights policy that is distributed to Clients and staff. Such Clients' Rights policy assures that the Clients' decisions and needs drive the treatment process, and assure a fair process of review if the Client believes he/she has been mistreated, poorly served, or wrongly discharged from services. Services should be made available to all who are eligible and seeking services. The program must have written eligibility criteria for review for individuals seeking services.
 - 2. COUNCIL must have written policies for Client confidentiality and release of information. COUNCIL has a policy that describes under what circumstances Client information can be released (name of agency/individual with whom information will be shared, information to be shared, duration of the release consent, and Client's signature).
 - 3. COUNCIL has Grievance Procedures that are distributed to Clients and staff.
 - 4. Grievances filed by Clients or employees are kept in a file folder with dispositions for review during monitoring site visits.
 - 5. COUNCIL will have a ranking criteria utilized for eligible applications when waiting lists exist.
 - D. Client File Management
 - 1. COUNCIL has procedures in place to control access to electronic and/or hard copy of Client's records for Client confidentiality.
 - 2. Procedures for safeguarding Client's files have been developed in the event of an emergency.
 - 3. Client's files will be in a secured and protected area.
 - 4. Client's files will not include loose pages.
 - 5. Procedures for acceptable error corrections are followed in Client's files (no correction fluid, strikeouts that result in illegible original entry).
 - 6. Original source documents must be available for review.

7. If logs and/or sign-in sheets are used, beginning and ending times/dates of service must be present and progress notes in the Client's file must match logs and sign-in sheets, as applicable.
- E. Emergency Preparedness Plan
 1. COUNCIL has a formal Plan that covers workplace violence, fire, flood or hurricanes, bomb threats, civil unrest, and other potential emergencies.
 2. COUNCIL has emergency procedures for contacting Client(s) and staff, securing facilities, and providing services before, during, and after an emergency event.
 - F. Service Facility
 1. Interior and exterior of premises are clean and well maintained.
 2. Restrooms are clean and appropriately equipped with supplies.
 3. Separation of space allocated for administrative and direct service use.
 4. Privacy is provided to Clients receiving services.
 5. Routine fire safety inspections have been conducted indicating compliance.
 - G. Fiscal Practices
 1. Have on hand all original payroll and employee benefit documentation, receipts, paid invoices, canceled checks, or any other source documentation for Cost Reimbursement items and expenses.
 2. Time-based units of service are documented with Client name, date of service, and beginning and ending times dates. All are to be verifiable through Client file review.
 3. When there are several funding sources used within the same program, written policies are available that state under what conditions the various funding sources are to be used.
 - H. Cultural Competency Plan
- II. Client Files Contents: COUNCIL must maintain a case file, where appropriate, for each Client served through this Agreement. At a minimum, the file must contain, unless waived in advance in writing by the Contract Administrator in his/her sole discretion, but only in the event that it is not applicable or relevant to the service or service practice as follows:
- A. An immediately accessible Fact or Intake Form to include, Case File number; Client's name; date of birth; Social Security Number or other identifier; Client eligibility; race/ethnicity; income and income verification where income is criteria for eligibility or assessment of Client fees; payment source; emergency contact information; dates of program entry and discharge; and record of services arranged, provided, or delivered through this Agreement whether directly or subcontracted with the certification of dates by appropriate COUNCIL staff.
 - B. The file shall also contain originals of the following: case and/or progress notes; individual treatment plans; individual case management plans; residential occupancy logs; shelter logs; telephone logs; service delivery records, including treatment schedules; purchase records; accounting records; professional credentials; consumer satisfaction surveys; internal

evaluation procedures; agency and project records of goals and objectives and attainment/accomplishment. All file entries must be dated, legible, and substantive, and the file must be current and consistent in chronological presentation.

- C. Case numbers when used must be used consistently throughout the files in conjunction with the name, Social Security, and/or Case File number or other identifier and date of birth whenever that information appears.
 - D. Details of sensitive services may be segregated within the file, but they must be clearly dated and initialed so that verification of service delivery may be obtained from this source if no other file source provides sufficient verification.
 - E. If COUNCIL bills units of service delivered by individual employees or volunteers, internal systems must exist to allow the units billed to be identified as a specific worker's product while still meeting Client file criteria shown above.
 - F. Assignment and appointment logs, mileage records, signed time sheets, personnel, and payroll records must also be available for review inspection and copying by COUNTY in addition to Client's case files.
 - G. File entries should be current, consistent, and timely; dated in chronological order; address achievement of service plan goals; beginning and ending time/date, if time-based units of service; and signature, title, and credentials of file entry writer.
 - H. Other file contents should include signed releases for information or notation that releases for information will be obtained on an "as needed" basis based on COUNCIL policy. COUNCIL must have signed releases for any referrals made on behalf of the Client. For clinical programs, COUNCIL must ensure a treatment consent form has been signed by the Client prior to treatment.
 - I. Client Needs Assessment must, at a minimum, include client strengths, weaknesses, and required services.
 - J. Individual Service Plan must include measurable goals/objectives, evidence of Client's participation in Plan development, and time frames for goal achievement.
 - K. Referrals must be documented within the file and tracked. Follow-up of referrals with the referring agency must be timely documented.
 - L. Client Discharge must be documented with formal discharge plan and discharge follow-up as appropriate.
- III. Human Resources - COUNCIL shall maintain current organizational chart that reflects agency positions and lines of authority. Personnel and Volunteer Files Contents are to include:
- A. Employment/Volunteer application and/or resume.
 - B. Documentation and verification of degree(s), certification, and/or licensure for applicable volunteers/employees.
 - C. Completed performance evaluation for staff employed over one year.
 - D. Completed Federal INS 1-9 Form.

- E. Job description relevant to the position held with documentation of distribution to the volunteer/employee.
 - F. Background screening according to federal, state, and local statutes. COUNCIL is to maintain these screening requirements for volunteers/employees based on the population served.
 - G. Verification of volunteer/employee receipt of policies/procedures manual, employee handbook, and Drug-Free Workplace policy.
- IV. Contracted Services
- A. Program Service Criteria
 - 1. COUNCIL shall have formal, written Client eligibility criteria applied to each Client served and documented in each Client's file.
 - 2. COUNCIL shall have formal, written client termination criteria applied to each client served and documented in each Client's file.
 - B. Client Participation
 - 1. COUNCIL shall administer a program specific Client satisfaction survey to each Client a minimum of one (1) time per year per service, unless otherwise directed in this Agreement.
 - 2. COUNCIL shall compile and incorporate survey results into program planning and improvement.

(The remainder of this page is intentionally left blank.)

EXHIBIT E-1
Board of County Commissioners, Broward County, Florida
HUMAN SERVICES DEPARTMENT
SERVICES INVOICE

1. Name of Contracted Program/Project	2. Federal Identification Number	
3a. County Contract Number	4. Non-Profit Organization or Governmental Entity	
3b. Agency Contract Number (If Applicable)		
3c. Exhibit Contract Number (If Applicable)		
5. Billing Period Month/Year	6. Total Monthly Service	7. Total Local Match \$ Reimbursement This Month
8a. Total Local Match \$ Amount	8b. Percent Match Requested Year -to- Date	8c. Total Local Match \$ Reimbursement Year-to-Date
Note: Attach explanation of under or over performance		
<p>CERTIFICATION: The undersigned, as an authorized signature for this contract between Broward County, and</p> <p>12. <u>(Agency)</u> hereby affirms and certifies that the services billed herewith have been delivered on behalf of Broward County, per agreement, that all clients served have met program eligibility requirements, and that sufficient written information is available to document services.</p> <p style="margin-left: 40px;">Approved Signature: <u>(Signature)</u> (Type Name and Title)</p> <p>13. Signature: _____</p> <p style="margin-left: 40px;">Date: <u>(date)</u></p>		
FOR COUNTY USE ONLY		
Division		
Fund Number	Agency Number	Organization Number
Object Number		
Date Invoice Received	Invoice Reviewed By	Date
Invoice Approved By	Date	Date Forwarded Accounting

EXHIBIT E-2

PROVIDER:

Match Reimbursement for:

Organization

	October	November	December	January	February	March	April	May	June	July	August	Year to Date
Broward County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alzheimer Family Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Home Touch	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Human Services Network / BMOW	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Lauderdale Lakes Alzheimer's Care Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miramar Satellite Senior Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SunServe/Noble McArtor SDC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Northeast Focal Point Senior Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Northwest Focal Point Senior Center District	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Northwest Federated Woman's Club	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Senior Citizens's Law Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Elder Helpline	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Southeast Focal Point Senior Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Southwest Focal Point Senior Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT F **CLIENT DEMOGRAPHIC DATA REPORT**

Agency Name: _____ Year: 20 _____ Quarter (Check One): (Oct. 1 - Dec. 31) ☐ (Jan. 1 - Mar. 31) ☐ (Apr. 1 - Jun. 31) ☐ (Jul. 1 - Sept. 30) ☐
 Program Name: _____ Contract Number: _____
 CHECK ONE ☐ Agency Records ☐ Estimate ☐ Other (Identify) _____ Date Stamp when Received _____

a. Number of clients enrolled at the beginning of quarter for this Agreement _____ (a + b)

b. Number of new clients in this quarter _____ (a + b - d)

c. Number of clients served in this quarter _____

d. Number of clients terminated in this quarter _____

e. Number of clients at the end of the quarter _____

f. Total number of unduplicated clients served, year-to-date for this Agreement _____

The data below must reflect the total of ALL Clients Served Year to Date for this Agreement (see f. above.)													
Check age category applicable to Client's Served	Choose A. , or B.	Age										Total (all ages and sexes)	
		0-5	6-10	11-13	14-15	16-17	18-19	20-21	21+	Total (all ages)		Estimated number served who are ≤ Poverty Level	Estimated number served who are > Poverty Level
		Sex	Sex	Sex	Sex	Sex	Sex	Sex	Sex	Sex	Sex		
1. African American		M F	M F	M F	M F	M F	M F	M F	M F	M F	M F		
2. American Indian													
3. Black Hispanic													
4. White Hispanic													
5. Asian Indian													
6. Other Asian													
7. Haitian													
8. Other													
9. White													
10. Total													

EXHIBIT G
REQUIRED REPORTS AND SUBMISSION DATES

<u>Description of Report(s)</u>	<u>Required Submission Date(s)</u>
1. Invoice	Quarterly: original and 1 copy
2. Required Services Documentation form	Quarterly: Submitted with Invoice - original and 1 copy
-OR-	
3. Client Information System Disk	Quarterly: Submitted with Invoice
4. Outcome Report	Submit with Invoice - Due the second of the month following full execution of Agreement, Apr. 15, July 15, Oct. 15; An original and 2 copies
5. Client Demographic Data for Agency	Submit with Invoice - Due the second of the month following full execution of Agreement, Apr. 15, July 15, Oct. 15; An original and 2 copies
6. CDBE Policy	Due prior to or by execution of contract - 1 copy
7. Equal Employment Opportunity Policy	Due prior to or by execution of Agreement - 1 copy
8. American with Disabilities Act Policy	Due prior to or by execution of Agreement - 1 copy
9. Non-Discrimination Policy	Due prior to or by execution of Agreement - 1 copy
10. Current Certificate of Insurance	Due prior to or by execution of Agreement, and thereafter, a new Certificate is due fifteen (15) calendar days after the expiration date of the existing Certificate. Submit to Human Services Repository - 2 copies
11. Current Annual Audited Financial Statement	Due within 120 days after the close of COUNCIL's fiscal year end - Submit to Human Services Repository - 3 copies
12. State Financial Assistance Reporting Package	Due within 120 days after the close of COUNCIL's fiscal year end - 3 copies
13. a) Blank Satisfaction Survey	a) Due with signed Agreement - 2 copies
b) Complied Client Satisfaction Survey	b) Due July 15
14. Current Organizational Profile	Due upon request - send directly to First Call for Help on behalf of The Coordinating Council of Broward
15. Monitoring Reports and/or Accreditation Reports from other agencies or funding sources	Due within 30 days of receipt
16. Sub-agreements with homeless shelters	Due upon execution of this Agreement
17. Placement Prioritization Guideline	Due with signed Agreement - 1 copy

Note: Failure to submit the foregoing reports on or before the due date shall result in the suspension of any payments due by COUNTY to COUNCIL.

EXHIBIT H
LOCAL MATCH AGREEMENT QUARTERLY INVOICING SCHEDULE

Service Period:	Invoice Due to EVSD by:	Invoice Amount:
October 1, 2013 – December 31, 2013	First invoice due the second of the month following full execution of Agreement.	\$171,230.00
January 1, 2014 – March 31, 2014	April 1, 2014	\$171,230.00
April 1, 2014 – June 30, 2014	July 1, 2014	\$171,230.00
July 1, 2014 – September 30, 2014	September 22, 2014	\$171,230.00

