

July 1, 2017 – June 30, 2018

Contract JZ11 7-15-2018

**ALZHEIMER'S DISEASE INITIATIVE PROGRAM**

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council", and Broward County, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties."

**WITNESSETH THAT:**

**WHEREAS**, the Council has determined that it is in need of certain services as described herein; and **WHEREAS**, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the Council.

**NOW THEREFORE**, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

**1. Purpose of Contract:**

The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments, forms, exhibits and references incorporated, which constitute the contract document.

**2. Incorporation of Documents within the Contract:**

The contract will incorporate attachments, proposal(s), area plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals, or desk books and Master Contract number JM014-15-2017, as an integral part of the contract, except to the extent that the contract explicitly provides contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

**3. Term of Contract:**

This contract will begin on July 1, 2017 or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, local time in Tallahassee, Florida, on June 30, 2018.

**4. Contract Amount:**

The Council agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$829,181.00** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

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

1. The name, address, and telephone number of the Council's representative for this Contract is:

Edith Lederberg, Executive Director  
Areawide Council on Aging of Broward County, Inc.  
5300 Hiatus Road, Sunrise, FL 33351      Tel.# 954-745-9567

2. The name, address, and telephone number of the Contractor's representative responsible for administration of the program under this contract is:

Andrea Busada, Director  
Broward County  
2995 N. Dixie Highway, Oakland Park, FL 33334      Tel.# 954-357-6622

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 (Contractor name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made:  
Broward County  
2995 N. Dixie Highway, Oakland Park, FL 33334

5. The name, address, and telephone number of the Council's Contract Manager:  
Marion Connor  
Areawide Council on Aging of Broward County, Inc.  
5300 Hiatus Road, Sunrise, FL 33351      Tel.# 954-745-9567

**6. All Terms and Conditions Include:**

This contract and its Attachments I-VII, any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this contract, the Parties agree that they have read and agree to the entire contract.

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IN WITNESS THEREOF, the parties hereto have caused this 30 page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:  
Broward County

Areawide Council on Aging of  
Broward County, Inc.

BOARD PRESIDENT OR AUTHORIZED  
DESIGNEE



SIGNED BY: Alphonso Jefferson, Jr.

SIGNED BY:

For: Bertha Henry

THEODORA WILLIAMS

NAME: Assistant County Administrator

NAME:

TITLE: County Administrator

PRESIDENT

TITLE:

TITLE:

DATE: 6/30/17

DATE: 06-30-2017

DATE:

DATE:

FEDERAL ID NUMBER: 59-6000531

FISCAL YEAR-END DATE: September 30

Reviewed and approved as to form:  
Joni Armstrong Coffey, County Attorney

By K. S. Gordon 6/27/17  
Karen S. Gordon, Assistant County Attorney



ATTACHMENT I

STATEMENT OF WORK  
ALZHEIMER'S DISEASE INITIATIVE PROGRAM

SECTION I: SERVICES TO BE PROVIDED

1.1. DEFINITIONS OF TERMS AND ACRONYMS

1.1.1. Contract Acronyms

Alzheimer's Disease (AD)  
Alzheimer's Disease Initiative (ADI)  
Activities of Daily Living (ADL)  
Adult Protective Services (APS)  
Adult Protective Services Referral Tracking Tool (ARTT)  
Assessed Priority Consumer List (APCL)  
Community Care for the Disabled Adult (CCDA)  
Corrective Action Plan (CAP)  
Client Information and Registration Tracking System (CIRTS)  
Department of Children and Families (DCF)  
Department of Elder Affairs (DOEA)  
Florida Statutes (F.S.)  
Home Care for Disabled Adults (HCDA)  
Instrumental Activities of Daily Living (IADL)  
Memory Disorder Clinic (MDC)  
Notice of Instruction (NOI)  
Planning and Service Area (PSA)  
Service Provider Application (SPA)  
Summary of Programs and Services (SOPS)  
United States Code (U.S.C.)

1.1.2. Program Specific Terms

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

**Department of Elder Affairs Programs and Services Handbook:** An official document of DOEA. The Handbook includes program policies, procedures, and standards applicable to agencies which are recipients/providers of DOEA funded programs. An annual update is provided through a Notice of Instruction.

**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.

**Memory Disorder Clinic:** Research oriented programs created pursuant to Sections 430.502(1) and (2), F.S., to provide diagnostic and referral services, conduct basic and service-related multidisciplinary research, and develop training materials and educational opportunities for lay and professional caregivers of individuals with AD.

**Notice of Instruction (NOI):** The Department’s established method to communicate to the Contractor the requirement to perform a particular task or activity. NOIs are located on the Department’s website at <http://elderaffairs.state.fl.us/doea/nois.php>.

**Program Highlights:** Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services to include information that helps tell the story of how programs and services help elders, families, and caregivers.

**Proviso:** Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

**Service Provider Application:** A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system, in the respective service area, in accordance with the Section 306 of the Older Americans Act (42 U.S.C. 3026), and the Council instructions.

## 1.2. GENERAL DESCRIPTION

### 1.2.1. General Statement

The purpose of the ADI is to address the special needs of individuals with AD, their families and caregivers.

### 1.2.2. Alzheimer’s Disease Initiative Program Mission Statement

The ADI Program assists persons afflicted with AD and other forms of dementia to live as independently as possible with support to family members and caregivers.

### 1.2.3. Authority

The relevant authority governing the ADI Program includes:

- (1) Rule Chapter 58D-1, Florida Administrative Code;
- (2) Sections 430.501, 430.502, 430.503, and 430.504, Florida Statutes; and
- (3) The Catalog of State Financial Assistance (CSFA) Numbers are 65.004 and 65.002.

### 1.2.4. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of ADI. The services shall be provided in a manner consistent with and described in the current Contractor’s SPA and the current Department of Elder Affairs Programs and Services Handbook, located on the DOEA’s website, <http://elderaffairs.state.fl.us/doea/nois2016.php>.

### 1.2.5. Major Program Goals

The major goal of the Alzheimer’s Disease Initiative program is to provide services to meet the needs of caregivers and individuals with Alzheimer’s Disease and related memory disorders.

## 1.3. CLIENTS TO BE SERVED

### 1.3.1. General Eligibility

The ADI Program addresses the special needs of individuals with Alzheimer’s Disease (AD) and their caregivers.

### 1.3.2. Client Eligibility

Those individuals eligible to receive services under this contract must meet the following

conditions:

- (1) Be 18 years of age or older and have a diagnosis of Alzheimer's Disease or a related disorder, or be suspected of having Alzheimer's Disease or a related disorder; and
- (2) Not be enrolled in a Medicaid capitated long-term care program.

### **1.3.3. Targeted Groups**

Priority for services under this contract will be given to those eligible persons assessed to be at risk of placement in an institution.

## **SECTION II: MANNER OF SERVICE PROVISION**

### **2.1. SERVICE TASKS**

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

#### **2.1.1. Client Eligibility Determination**

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this Attachment I, Section 1.3.

#### **2.1.2. Assessment and Prioritization of Service Delivery for New Clients**

The Contractor 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 COUNCIL to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

The Contractor 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 Department to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

- (1) 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 3 months.
- (2) Service priority for individuals not included 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 Contractor shall ensure that first priority is given to applicants at the higher levels of frailty and risk of nursing home placement.

#### **2.1.3. Program Services**

The Contractor shall ensure the provision of program services is consistent with the Contractor's current SPA, as updated and approved by the Council, and the current DOEA Programs and Services Handbook.

### **2.2. STAFFING AND SERVICE TIMES REQUIREMENTS**

**2.2.1.** The Contractor shall ensure the provision of the services listed in this contract are available at times appropriate to meet client service needs, at a minimum, during normal business hours, or as otherwise specified in Proviso or the Contractor's approved SPA. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm.

**2.2.2.** The Contractor shall dedicate the staff necessary to meet the obligations of this contract and ensure that subcontractors dedicate adequate staff accordingly.

2.2.3. The Contractor shall ensure that the staff responsible for performing any duties or functions within this contract have the qualifications as specified in the DOEA Programs and Services Handbook.

**2.2.4. Use of Subcontractors**

If this contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its contract with the subcontractor. If any circumstances occur that may result in a delay for a period of 60 days or more of the initiation of the subcontract or in the performance of the subcontractor, the Contractor shall notify the Council’s Contract Manager and the Council’s Finance Director in writing of such delay.

The Contractor shall not permit a subcontractor to perform services related to this contract without having a binding subcontractor contract executed. In accordance with Paragraph 23.1 of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

**2.2.5. Monitoring the Performance of Subcontractors**

The Contractor shall perform at least one monitoring per year of each subcontractor, subrecipient, vendor, and/or consultant paid from funds provided under this contract. The Contractor shall perform fiscal, administrative and programmatic monitoring of each subcontractor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods and other performance goals stated in this contract are achieved.

**2.3. DELIVERABLES**

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the tasks specified in this contract.

**2.3.1. Services and Units of Services**

The Contractor shall ensure the provision of the services described in this contract in accordance with the current DOEA Programs and Services Handbook and the services tasks described in Attachment I, Section 2.1. Attachment IV, lists the services, and unit rates, allowed to be delivered under this contract as established in the SPA and approved by the Council.

**2.3.2. Delivery of Services to Eligible Clients**

The Contractor shall ensure the provision of a continuum of services that meet the diverse assessed needs of individuals with AD and their caregivers. The Contractor shall ensure performance and reporting of the following services in accordance with the Contractor’s current SPA, the current DOEA Programs and Services Handbook, and Attachment I, Section 2.1 of this contract. Services to be provided are specified in the Budget Summary of this contract and may include any of the following:

- |   |                                     |
|---|-------------------------------------|
| (1) Caregiver Training/Support;           | (7) Intake;                         |
| (2) Case Aid;                             | (8) Respite (Facility-Based);       |
| (3) Case Management;                      | (9) Respite (In-Home); and          |
| (4) Counseling (Gerontological);          | (10) Specialized Medical Equipment, |
| (5) Counseling (Mental Health/Screening); | Services, and Supplies.             |
| (6) Education/Training;                   |                                     |

Caregivers benefit from receiving training, respite and related support services to assist them in caring for the ADI client.

## **2.4. REPORTS**

The Contractor shall respond to additional routine and/or special requests for information and reports required by the Council in a timely manner as determined by the Council's Contract Manager. The Contractor shall establish due dates for any subcontractors that permit the Contractor to meet the Council and/or the DOE's reporting requirements.

### **2.4.1. Service Provider Application Update and All Revisions Thereto**

The Contractor is required to submit service provider application update, wherein the Council enters new information or revisions to ADI specific data, into the CIRTS.

### **2.4.2. Client Information and Registration Tracking System (CIRTS)**

The Contractor shall input ADI specific data into CIRTS to ensure CIRTS data accuracy. The Contractor shall use CIRTS generated reports which include the following:

- (1) Client Reports
- (2) Monitoring Reports
- (3) Services Reports
- (4) Miscellaneous Reports
- (5) Fiscal Reports
- (6) Outcome Measurement Reports

### **2.4.3. Service Costs Reports**

The Contractor is required to submit to the Council a semi-annual and annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The semi-annual service cost report encompassing the six (6) months ending 12/31/2017 is due on February 19, 2018. The annual service cost report encompassing the twelve months ending 6/30/2018 is due on August 20, 2018.

### **2.4.4. Surplus/Deficit Report**

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council to the Council's Contract Manager by the 5th of each month. This report is for all agreements and/or contracts between the Contractor and the Council. The report will include the following:

- (1) A list of all services and their current status regarding surplus or deficit;
- (2) The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the Contractor's Board of Directors, or governing body, on resolution of spending issues, if applicable.

### **2.4.5. Program Highlights**

The Contractor shall submit Program Highlights referencing specific events that occurred in SFY/FFY 2016-2017 by September 1, 2017. The Contractor shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Contractor shall provide a brief description of their mission or role. The active tense shall 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 Contractor shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Council.



2.4.6. During the term of this contract, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, Attachment B of Master Contract number JM014-15-2017.

## 2.5. RECORDS AND DOCUMENTATION

2.5.1. The Contractor shall ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRTS) or any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

2.5.2. The Contractor and subcontractors, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources will be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location.

2.5.3. The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures will be made available to the Council upon request.

## 2.6. PERFORMANCE SPECIFICATIONS

### 2.6.1. Outcomes

- (1) Ensure the prioritization and service provision of clients in accordance with Section 2.1. of this Attachment I;
- (2) The Contractor shall ensure services provided under this contract are in accordance with the current DOEA Programs and Service Handbook;
- (3) The Contractor shall timely submit to the Council all reports described in this Attachment I, Sections 2.4. and 2.5.; and
- (4) The Contractor shall timely and accurately, in accordance with Attachment III, submit to the Council Attachment V, including supporting documentation.

2.6.2. The Contractor shall develop and document strategies in the service provider application to support performance achievement of the following:

- (1) Percent of most frail elders who remain at home or in the community instead of going into a nursing home;
- (2) Average monthly savings per consumer for home and community-based care versus nursing home care for comparable client groups;
- (3) Percent of elders assessed with high or moderate risk environments who improved their environment score;
- (4) Percent of new service recipients with high-risk nutrition scores whose nutritional status improved;
- (5) Percent of new service recipients whose ADL assessment score has been maintained or improved;
- (6) Percent of new service recipients whose IADL assessment score has been maintained or improved;

- (7) Percent of family and family-assisted caregivers who self-report they are very likely to provide care;
- (8) Percent of caregivers whose ability to provide care is maintained or improved after one year of service intervention (as determined by the caregiver and the assessor);
- (9) Percent of clients who are at imminent risk of nursing home placement who are served with community based services.

The Contractor's performance of these measures will be documented in the Council's annual monitoring reports.

## **2.7. CONTRACTOR'S FINANCIAL OBLIGATIONS**

### **2.7.1. Contractor Accountability**

All service tasks and deliverables pursuant to this contract are solely and exclusively the responsibility of the Contractor and for which, by execution of this contract, the Contractor agrees to be held accountable.

### **2.7.2. Coordination with Other Providers and/or Entities**

Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of the contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this contract.

### **2.7.3. Cost Sharing and Co-payments**

The Council will ensure the Contractor establishes annual co-payment goals. The Council has the option to withhold a portion of the Contractor's Request for Payment if goals are not met according to the Department Elder Affairs' copayment guidelines, in accordance with the current DOEA Programs and Services Handbook, which is incorporated by reference.

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

### **2.7.4. Use of Service Dollars and Assessed Priority Consumer List Management**

The Contractor is expected to spend all federal, state and other funds provided by the Council for the purpose specified in each contract. The Contractor must manage service funds in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other service areas during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

## **2.8. COUNCIL'S RESPONSIBILITIES**

### **2.8.1. Program Guidance and Technical Assistance**

The Council will provide to the Contractor guidance and technical assistance as needed to ensure the successful fulfillment of the contract.

**2.8.2. Council Determinations**

The Council reserves the exclusive right to make certain determinations in the tasks and approaches. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

**2.8.3. Contract Monitoring**

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

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

**SECTION III: METHOD OF PAYMENT**

**3.1. GENERAL STATEMENT OF METHOD OF PAYMENT**

The Council will pay the Contractor upon satisfactory completion of the Tasks/Deliverables, as specified in Section II, and in accordance with other terms and conditions of the contract.

**3.1.1.** The method of payment for this contract includes advances, cost reimbursement and fixed rate for services. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The Contractor 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. The Contractor shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the Council on forms 105 and 106 Attachment V.

**3.1.2.** The Contractor agrees to distribute funds as detailed in the SPA and the Budget Summary Attachment IV to this contract. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Finance Director will issue a budget revision letter. An amendment is required to change the total amount of the contract.

**3.2. ADVANCE PAYMENTS**

**3.2.1.** The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the DOEA by the State of Florida ("budget

release”). The Contractor will provide the Council’s Finance Director documentation justifying the need for an advance and describing how the funds will be distributed.

- 3.2.2. The Contractor’s requests for advance require the approval of the Council’s Finance Director. If sufficient budget is available, the Council will issue approved advance payments after July 1 of the contract year. The schedule for submission of advance requests (when available) is Attachment III to this contract.
- 3.2.3. All advance payments made to the Contractor shall be returned to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number three, in accordance with the Invoice Schedule, Attachment III to this Contract. The Contractor may temporarily place advanced funds in a FDIC insured interest bearing account. All interest earned on advanced funds must be returned to the Council within twenty (20) days of the end of each quarter of the contract period.
- 3.2.4. All advanced payments retained by the Contractor must be fully expended no later than September 30, 2017. Any portion of advanced payments not expended must be recouped on the Invoice Schedule, report number 5, due to the Council on October 7, 2017, in accordance with the Invoice Schedule, Attachment III.

### **3.3. INVOICE SUBMITTAL AND REQUESTS FOR PAYMENT**

All requests for payment and expenditure reports submitted to support requests for payment shall be on forms 105 and 106, Attachment V. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

- 3.3.1. The Contractor shall include with its request for payment documentation of services provided, the units of services provided, and the rates for the services provided in conformance with the requirements as described in this Attachment I. Each deliverable must be received and accepted by the Council before payment is made.
- 3.3.2. Payment may be authorized only for allowable expenditures, which are in accord with the limits specified in the Budget Summary, Attachment IV.
- 3.3.3. Any payment due by the Council under the terms of this contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 26 of the Master Contract.

### **3.4. DOCUMENTATION FOR PAYMENT**

The Contractor will maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation will be provided upon request to the Council or the Department of Financial Services.

- 3.4.1. The Contractor shall enter all required data per the Department of Elder Affairs’ CIRTS Policy Guidelines for clients and services in the CIRTS. The data must be entered into the CIRTS before the submission of requests for payment and expenditure reports to the Council. The Contractor will establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Council.

**3.4.2.** The Contractor is required to run monthly CIRT reports and verify that client and service data in the CIRT is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council.

**3.4.3. Date for Final Request for Budget Revisions**

Final requests for budget revision or adjustments to contract funds based on expenditures for services provided through June 30, 2018, must be submitted to the Contract Manager and the Finance Director, no later than June 29, 2018.

**3.4.4. Date for Final Request for Payment**

The final request for payment will be due to the Council no later than July 27, 2018.

**3.4.5. Remedies- Nonconforming Services**

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

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

**3.5 CONSEQUENCES FOR NON-COMPLIANCE**

Contractor shall ensure 100% of the deliverables identified in this Contract are performed pursuant to contract requirements.

**3.5.1. Corrective Action Plan**

If at any time the Contractor is notified by the DOEA Contract Manager that it has failed to correctly, completely, adequately perform contract deliverables identified in Section 2.3.1 of this contract, the Contractor will have ten (10) days to submit a Corrective Action Plan ("CAP") to the DOEA Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the DOEA Contract Manager. The Council shall assess a Financial Consequence for Noncompliance on the Contractor as referenced in Section III.1 of this contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.

**3.5.2.** If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in Section 3.5.6. of this contract from the payment for the invoice of the following month.

**3.5.3.** If Contractor fails to timely submit a CAP, the Council shall deduct the percentage established in Section 3.5.6. of this contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

3.5.4. If, or to the extent, there is any conflict between Sections 3.5. – 3.5.9. and Section 39.1 of the Master Contract, subsections 3.5. – 3.5.9. shall have precedence.

**3.5.5. Financial Consequences**

The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in Section 2.3. of this contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in Section 2.3. of this contract.

3.5.6. Failure to comply with established assessment and prioritization criteria, as evidenced by the CIRTS reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in Section 3.5.

3.5.7. Failure to perform management and oversight of ADI Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in Section 3.5.

3.5.8. Failure to timely submit a CAP within 10 business days after notification of a deficiency by the DOEA Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in Section 3.5.

3.5.9. Failure to provide services in accordance with the current DOEA Programs and Services Handbook, the service tasks described in Section 2.1. Attachment I, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in Section 3.5.

END OF ATTACHMENT

## ATTACHMENT II

## FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Council to the provider may be subject to audits and/or monitoring by the Department of Elder Affairs, as described in this section.

## MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Council staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Council to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

## AUDITS

## PART I: FEDERALLY FUNDED

This part is applicable if the provider is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the provider expends \$750,000.00 or more in federal awards during its fiscal year, the provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. EXHIBIT 2 to this agreement indicates federal resources awarded through the Council by this agreement. In determining the federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the provider expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the provider expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Council shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Department of Elder Affairs agreement involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

**PART II: STATE FUNDED**

This part is applicable if the provider is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such provider, the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Council of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 2 to this agreement indicates state financial assistance awarded through the Council by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the provider expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the provider expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Council shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

**PART III: REPORT SUBMISSION**

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by PART I of this agreement shall be submitted, when required by 2 CFR §200.512 by or on behalf of the provider directly to each of the following:

The Council at the following address:  
Areawide Council on Aging of Broward County, Inc.  
5300 Hiatus Road Sunrise, FL 33351



For fiscal year 2013 and earlier to the Federal Audit Clearinghouse designated in 2 CFR §200.36 at the following address:

Federal Audit Clearinghouse Bureau of the Census  
1201 East 10<sup>th</sup> Street Jeffersonville, IN 47132

For fiscal year 2014 and later, pursuant to 2 CFR §200.512, the reporting package and the data collection form must be submitted electronically to the Federal Audit Clearinghouse.

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The provider shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

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

Additionally, copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the provider directly to each of the following:

The Council at the following address:

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

The Auditor General's Office at the following address:

State of Florida Auditor General  
Claude Pepper Building, Room 574  
111 West Madison Street Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Providers, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

#### PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Council or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Providers who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 691-5.006, FAC, provider has been determined to be:

Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations: STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416-§200.417-Special Considerations for States, Local Governments and Indian Tribes\*

2 CFR §200.201 – Administrative Requirements\*\*

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations.

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles\*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations.

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT)  
MUST FOLLOW:

- 2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education\*
- 2 CFR §200.100 – Administrative Requirements
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations.

\*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

\*\*For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

- Section 215.97, F.S.
- Chapter 69I-5, F.A.C.
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations.

END OF EXHIBIT

**EXHIBIT 2**

**1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSISTS OF THE FOLLOWING:**

Program Title	Year	Funding Source	CFDA/ CSFA #	Amount
<b>TOTAL FUNDS CONTAINED IN THIS CONTRACT:</b>				

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS**

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
<b>TOTAL STATE AWARD</b>			<b>\$0</b>

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Alzheimer’s Disease Initiative	General Revenue/TSTF	65004	<b>\$829,181.00</b>
Alzheimer’s Disease Initiative	General Revenue/TSTF	65002	<b>\$0</b>
<b>TOTAL AWARD</b>			<b>\$ 829,181.00</b>

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

**STATE FINANCIAL ASSISTANCE**

- Section 215.97, F.S., Chapter 69I-5, F.A.C, State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

## ATTACHMENT III

## ALZHEIMER'S DISEASE INITIATIVE PROGRAM

## INVOICE REPORT SCHEDULE

<u>Report Number</u>	<u>Based On</u>	<u>Due to Council On This Date</u>
1	July Advance*	July 1
2	August Advance*	July 1
3	July Expenditure Report	August 5
4	August Expenditure Report	September 7
5	September Expenditure Report	October 7
6	October Expenditure Report	November 7
7	November Expenditure Report	December 7
8	December Expenditure Report	January 6
9	January Expenditure Report	February 7
10	February Expenditure Report	March 7
11	March Expenditure Report	April 7
12	April Expenditure Report	May 5
13	May Expenditure Report	June 7
14	June Expenditure Report	July 10
15	Final Expenditure	July 28

Legend: \* Advance based on projected cash need.

Note # 1: Report #1 and #2 for Advance Basis Contracts cannot be submitted to the Department of Financial Services (DFS) prior to July 1 or until the Contract with the Council has been executed and a copy sent to DFS. Actual submission of the vouchers to DFS is dependent on the accuracy of the expenditure report.

Note # 2: Report numbers 3 through 14 will reflect an adjustment of one tenth of the total advance amount, on each of the reports respectively, repaying advances on the contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month will be processed the following month. This rule will be strictly enforced.

ATTACHMENT IV

ALZHEIMER’S DISEASE INITIATIVE PROGRAM

BUDGET SUMMARY

Fixed Services	Total Units	Unit Rate	Respite Funds	Total Reimbursement
CASE AIDE	104	\$34.35	\$3,572.40	\$3,572.40
CASE MANAGEMENT	4,065	\$60.54	\$246,095.10	\$246,095.10
CAREGIVER TRAINING/ SUPPORT- GROUP	18	\$100.00	\$1,800.00	\$1,800.00
RESPITE IN-HOME	32,293	\$17.01	\$549,303.93	\$549,303.93
SPECIALIZED MEDICAL EQUIPMENT, SERVICES & SUPPLIES		N/A	\$28,409.57	\$28,409.57
<b>TOTAL ADI AGREEMENT AMOUNT</b>			<b>\$829,181.00</b>	<b>\$829,181.00</b>

ATTACHMENT V

Sub Contractor for PSA #10 ADRC of Broward County	<b>CONTRACT #</b>						
<b>RECEIPTS AND UNIT COST REPORT PROGRAM</b>							
<b>PROVIDER NAME, ADDRESS, PHONE # and FEID#</b>  PROVIDER NAME  ADDRESS ADDRESS  Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID # 59-XXXXXXX	<b>FUNDING SOURCE:</b>  Program	<b>THIS REPORT PERIOD</b>  MONTH  REPORT #:  CONTRACT PERIOD: CONTRACT #  PSA #: 10					
CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units /undup clients' report is correct							
Prepared By: _____ Date: _____ Approved By: _____ Date: _____							
<b>PART a: INCOME / RECEIPTS</b>							
	<b>A. Approved Budget</b>	<b>B. Actual Receipts for</b>	<b>C. Total Receipts Year to Date</b>	<b>D. % Of Approved Budget</b>			
1 Federal Funds							
2 State Funds	\$0.00	\$0.00	\$0.00	#DIV/0!			
3 Program Income							
4 Local Cash Match							
5 SUBTOTAL: CASH RECEIPTS	\$0.00	\$0.00	\$0.00	#DIV/0!			
6 Local In-Kind match							
7 TOTAL RECEIPTS	\$0.00	\$0.00	\$0.00	#DIV/0!			
<b>PART b: UNIT COST REPORT</b>							
(A)	(B)	(C)	(D)	(E)	(F)	(G)	
SERVICE	CONTRACT AMOUNT	UNITS	UNIT RATE	AMOUNT EARNED THIS PERIOD	AMOUNT PREV. EARNED	AMOUNT EARNED YTD	YTD Units
<b><u>FIXED SERVICES</u></b>							
				\$0.00	\$0.00	\$0.00	#DIV/0!
				\$0.00	\$0.00	\$0.00	#DIV/0!
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
				\$0.00	\$0.00	\$0.00	
\$0.00				\$0.00	\$0.00	\$0.00	
<b>PART c: OTHER REVENUE / PROGRAM INCOME</b>					<b>A. Total - Current Month</b>	<b>B. Total - Year To Date</b>	
1 CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS)				\$0.00	\$0.00		
2 CLIENT CO-PAY ASSESSED				\$0.00	\$0.00		
3 CLIENT CO-PAY COLLECTIONS				\$0.00	\$0.00		
4 INTEREST (NET AMOUNT NOT RETURNED)				\$0.00	\$0.00		
5 MATCH VALUATION (INCLUDES CASH & IN-KIND)				\$0.00	\$0.00		
PSA #10 Form 105, Dated July 1997							

CONTRACT #

**CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM**  
**PROGRAM**  
**FUNDING SOURCE**

PROVIDER NAME, ADDRESS, PHONE & FEID #  <b>PROVIDER NAME</b> ADDRESS ADDRESS  Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	TYPE OF REPORT:  <b>A. PAYMENT REQUEST:</b> Regular <input checked="" type="checkbox"/> Supplemental <b>B. METHOD OF PAYMENT:</b> Advance <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/>	THIS REQUEST PERIOD: MONTH  REPORT #: CONTRACT PERIOD: CONTRACT #  PSA#: 10
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CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.

Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_ Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00
3 Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00
<b>PART B: CONTRACT FUNDS REQUESTED:</b>				
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (= to PSA #10 Form 105Z Part B, Column E)	\$0.00	\$0.00	\$0.00	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00
<b>PART C: NET FUNDS REQUESTED:</b>				
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 4 minus Part C line 1) (Not to exceed Part A Line 5)	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED	\$0.00	\$0.00	\$0.00	\$0.00
Advance Remaining	\$0.00	\$0.00	\$0.00	\$0.00

PSA #10 FORM 106, Dated July 97

AAA Office Use Only

BATCH #: \_\_\_\_\_  
 VENDOR ID: P-PROVIDER  
 DESC: PROVIDER PROGRAM MM/YYYY  
 ACCOUNT #: \_\_\_\_\_  
 CHECK # \_\_\_\_\_ CHECK DATE: \_\_\_\_\_  
 INPUT: \_\_\_\_\_ APPROVAL: \_\_\_\_\_



**ATTACHMENT VI**

**CERTIFICATIONS AND ASSURANCES**

DOEA will not award this contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 74)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Certification Regarding Inspection of Public Records**

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

**B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).**

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

**D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.**

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor understands and agrees that it is required to inform DOEA immediately upon any change of circumstances regarding this status.

**E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).**

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

**F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.**

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

**G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

1. The Contractor and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of

functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

4. The Contractor and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

**H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION**

As a condition of contracting with the Department of Elder Affairs, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this contract and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this Agreement utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub agreements, sub grants, and other agreements and that all Subcontractors shall certify compliance accordingly.

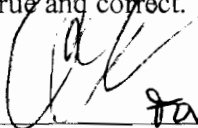
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by OMB Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

**I. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS**

1. In addition to the requirements of Section 8 of Master Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees, to the extent permitted by Florida law, to indemnify and hold harmless the Council for any costs incurred by the Council, and any attorneys' fees assessed or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

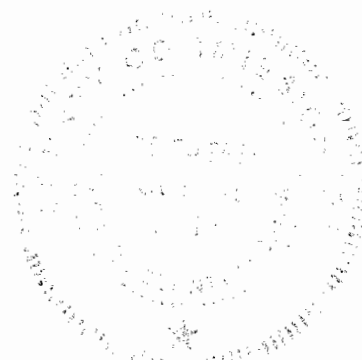
By execution of this agreement, Contractor must include these provisions (A-I) in all related subcontract agreements (if applicable) and Contractor certifies the representations outlined in parts A through I above, are true and correct.

  
Assistant County Administrator  
for County Administrator  
Signature and Title of Authorized Representative

6/30/17  
Date

Broward County  
Contractor

2995 N. Dixie Highway  
Oakland Park, FL 33334



## ATTACHMENT VII

## ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.**

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

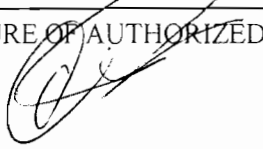
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Assistant County Administrator County Administrator <i>Tur</i>
APPLICANT ORGANIZATION Broward County	DATE SUBMITTED 6/30/17

