

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

Contract Number: 18-EVSD-8210-01

This is an Agreement ("Agreement"), made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida ("COUNTY"), and AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., a non-profit Florida corporation ("COUNCIL") (collectively referred to as the "Parties").

**RECITALS**

WHEREAS, COUNTY has agreed to participate as a source of local match funds for COUNCIL, a provider of state and federally-funded senior services, to meet part of its obligation to obtain a ten percent (10%) local match contribution; 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 hereinafter set forth, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

- 1.1 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.2 **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.
- 1.3 **County Administrator** - The administrative head of COUNTY appointed by the Board.
- 1.4 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.5 **County Business Enterprise or "CBE"** - A small business certified as meeting the requirements of Broward County's CBE Program, pursuant to Section 1-81, Broward County Code of Ordinances.

- 1.6 **Repository** - County's Human Services Department Repository, under the Office of Evaluation and Planning. Documents for the Repository shall be submitted to: The Human Services Repository, 115 South Andrews Avenue, Suite 318, Fort Lauderdale, FL 33301.
- 1.7 **Scope of Services** - The Scope of Services consists of the services as referenced in the "Scope of Services" in Article 3 and in Exhibit D of this Agreement.

## **ARTICLE 2. TERM AND TIME OF PERFORMANCE**

The term of this Agreement shall begin on October 1, 2017, and shall end on September 30, 2018 ("Term"), unless terminated earlier or extended pursuant to the terms herein.

## **ARTICLE 3. SCOPE OF SERVICES**

- 3.1 The Parties shall perform all work identified in this Agreement including without limitation Exhibit D, "Scope of Services." The Scope of Services 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 or contracted 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/contracted 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. COMPENSATION**

- 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" or "Local Match Contribution"). COUNCIL shall submit quarterly invoices to COUNTY, on the form attached as Exhibit E-1, in accordance with the schedule attached as Exhibit H, 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, an updated and fully completed Client Demographic Data Report, a form of which is attached as Exhibit F, and an updated and fully completed Certification of Payments to Subcontractors and

Suppliers, a form of which is attached as Exhibit C. Quarterly invoices submitted by COUNCIL to COUNTY shall also be certified by COUNCIL's authorized person as referenced in Exhibit A.

- 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 Contract Administrator. 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, or audit by COUNTY, and COUNCIL shall otherwise comply with the requirements of Exhibit D-2.
  - d. Comply with corrective action plan(s) as applicable. In the event of a determination by COUNTY that COUNCIL has not met the monitoring requirements specified in Exhibit D-2, COUNTY, in collaboration with COUNCIL, may develop a written action plan to correct the noncompliance. COUNTY shall have final approval of all action plans. The action plan may include changes to processes, practices and procedures, and shall include time frames in which the actions must be completed. COUNCIL shall comply with and immediately implement the action plan developed by COUNTY and comply with the time frames established therein.
  - e. 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.
  - f. 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.
  - g. 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.
- 5.2 REPORTS: COUNCIL shall submit to COUNTY for review the financial and programmatic records and reports as specified in Exhibit G.
- 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**

- 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) days after receipt of written notice from the aggrieved party identifying the breach. 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 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, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 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 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 COUNCIL shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 14.1 of Article 14.

#### **ARTICLE 7. INDEMNIFICATION**

COUNCIL shall at all times hereafter indemnify, hold harmless and defend COUNTY and all of COUNTY's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of COUNCIL, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, COUNCIL shall, upon written notice from COUNTY, defend each Indemnified Party against each such Claim by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The 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 For purposes of this article, the term "COUNTY" shall include Broward County and its members, officials, officers, and employees.

8.2 COUNCIL shall maintain, at its sole expense and at all times during the Term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit I (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by COUNTY. Any insurance, or self-insurance, maintained by COUNTY shall be in excess of, and shall not contribute with, the insurance provided by COUNCIL.

8.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit I, the applicable policies shall comply with the following:

8.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

Mold, fungus, or bacteria

Terrorism

Silica, asbestos, or lead

Sexual molestation

Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

COUNTY shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against COUNTY.

- 8.3.2 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. COUNTY shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against COUNTY.
- 8.3.3 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against COUNTY in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with COUNTY scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.
- 8.4 Within fifteen (15) days after the full execution of this Agreement or notification of award, whichever is earlier, COUNCIL shall provide to COUNTY satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.
- 8.5 Coverage is not to cease and is to remain in force until COUNTY determines all performance required of COUNCIL is completed. If any of the insurance coverage will expire prior to the completion of the services, proof of insurance renewal shall be provided to COUNTY prior to the policy's expiration.
- 8.6 COUNCIL shall provide COUNTY thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which COUNTY shall be given ten (10) days' advance notice.
- 8.7 COUNCIL shall provide, within thirty (30) days after receipt of a written request from COUNTY, a copy of the policies providing the coverage required by this Agreement. COUNCIL may redact portions of the policies that are not relevant to the insurance required by this Agreement.

- 8.8 COUNTY and COUNCIL, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.
- 8.9 If COUNCIL uses a subcontractor, COUNCIL shall require each subcontractor to endorse COUNTY as an "Additional Insured" on the subcontractor's Commercial General Liability policy.

#### **ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

- 9.1 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 COUNTY's CBE Program as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances (the "Act"), in the award and administration of this Agreement.

COUNCIL shall include the foregoing or similar language in its contracts with any subcontractors, 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 by COUNCIL to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit COUNTY to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

- 9.2 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.
- 9.3 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 within thirty (30) days of COUNTY's request, 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 AND MANAGEMENT LETTERS**

### **11.1 FINANCIAL STATEMENTS**

COUNCIL shall provide to the Repository annual financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles for the fiscal year COUNTY funds are received and for each subsequent fiscal year until such time as all of the COUNTY funds are expended and any management letter(s) thereby generated. Said annual financial statement shall account for all monies received from COUNTY via explicit, discrete disclosures and/or accompanying notes to the financial statements.

Said financial statements for this Agreement shall be submitted to the Repository 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.

Late submission of the financial statements and management letters or absence of discrete disclosure shall entitle COUNTY to recover any payment made under this Agreement. COUNTY may also suspend payment under subsequent agreements until the financial statements and management letters are received and accepted by COUNTY. Suspension of payment shall not excuse COUNCIL from continued delivery of service. COUNTY will pay no invoices until financial statements and management letters are received and accepted by COUNTY, unless otherwise agreed to in writing by the Contract Administrator should the reason(s) for such delay be beyond the control of COUNCIL.

COUNCIL acknowledges submission of audited financial statements to any other Broward County office, agency, or division does not constitute compliance with the requirement to submit that material to the Repository for this Agreement.

## 11.2 MANAGEMENT LETTERS

COUNCIL shall provide the Repository any and all management letters arising from audited financial statements within one hundred twenty (120) days after the end of COUNCIL's fiscal year. COUNCIL shall provide to the Repository the schedule of correction developed in response to said management letter(s) within thirty (30) days of its development. COUNCIL shall provide to the Repository any compliance audits required by law within ninety (90) days after the close of each of COUNCIL's fiscal years in which COUNCIL accounts for funds under this Agreement.

## **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 shall be communicated to COUNTY as directed in Section 4.2 herein.

## **ARTICLE 13. REPRESENTATIONS AND ACKNOWLEDGMENTS**

- 13.1 COUNCIL represents and certifies to COUNTY that, upon its execution of this Agreement and continuing throughout the Agreement Term, the following representations are and shall remain true and correct. In the event that any of the following representations becomes untrue at any time, 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. All material information pertaining to the financial position of COUNCIL has been disclosed in its records and provided to COUNTY.
  - d. All related party transactions, as defined by generally accepted accounting principles, and related amounts receivable or payable pertaining to the financial position of COUNCIL have been properly recorded in its records and disclosed to COUNTY.

- e. COUNCIL 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, under federal, state, COUNTY, or other local law.
- f. When applicable, COUNCIL will ensure compliance with the provision(s) of Florida Statutes and all federal and local regulations whenever background screening for employment or a background security check is required by law for employment. COUNCIL shall maintain these screening requirements and records of same for volunteers/employees based on the population served.
- g. 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.

13.2 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 14. MISCELLANEOUS**

### **14.1 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. Any compensation due to COUNCIL shall be withheld until all documents are received as provided herein. COUNCIL shall ensure that the requirements of this section are included in all agreements with its subcontractors.

## 14.2 PUBLIC RECORDS

To the extent COUNCIL is acting on behalf of COUNTY as stated in Section 119.0701, Florida Statutes, COUNCIL shall:

- a. Keep and maintain public records required by COUNTY to perform the services under this Agreement;
- b. Upon request from COUNTY, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to COUNTY; and
- d. Upon completion or termination of this Agreement, transfer to COUNTY, at no cost, all public records in possession of COUNCIL or keep and maintain public records required by COUNTY to perform the services. If COUNCIL transfers the records to COUNTY, COUNCIL shall destroy any duplicate public records that are exempt or confidential and exempt. If COUNCIL keeps and maintains public records, COUNCIL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request in a format that is compatible with the information technology systems of COUNTY.

The failure of COUNCIL to comply with the provisions of this section shall constitute a material breach of this Agreement entitling the COUNTY to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to the COUNTY, who will be responsible for responding to any such public records requests. COUNCIL will provide any requested records to COUNTY to enable COUNTY to respond to the public records request.

Any material submitted to COUNTY that COUNCIL contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, COUNCIL must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to COUNTY for records designated by COUNCIL as Trade Secret Materials,

COUNTY shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by COUNCIL. COUNCIL shall indemnify and defend COUNTY and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

**IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6622, FMUNOZ@BROWARD.ORG, ELDERLY AND VETERANS SERVICES DIVISION, 2995 NORTH DIXIE HIGHWAY, FORT LAUDERDALE, FLORIDA 33334.**

#### 14.3 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 Agreement. 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 Agreement and performance thereunder. 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 within Broward County for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this section may be performed by any COUNTY representative (including any outside representative engaged by County). COUNTY reserves the right to conduct such audit or review at COUNCIL's place of business, if deemed appropriate by COUNTY, with seventy-two (72) hours' advance notice.

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. If an audit or inspection in accordance with this section discloses overpricing or overcharges to COUNTY of any nature by COUNCIL in excess of five percent (5%) of the total contract billings reviewed by COUNTY, the reasonable actual cost of COUNTY's audit shall be reimbursed to COUNTY by COUNCIL in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of COUNTY's findings to COUNCIL.

COUNCIL shall ensure that the requirements of this section are included in all agreements with its subcontractors.

#### 14.4 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. COUNCIL shall ensure that the requirements of this section are included in all agreements with its subcontractors.

#### 14.5 TRUTH-IN-NEGOTIATION REPRESENTATION

COUNCIL's compensation under this Agreement is based upon representations supplied to COUNTY by COUNCIL, and COUNCIL certifies that the information supplied is accurate, complete, and current at the time of contracting. COUNTY shall be entitled to recover any damages it incurs to the extent such representation is untrue.

#### 14.6 PUBLIC ENTITY CRIME ACT

COUNCIL represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, COUNCIL further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, 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. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, COUNTY shall have the right to immediately terminate this Agreement and recover all sums paid to COUNCIL under this Agreement.

#### 14.7 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. COUNCIL shall not have the right to bind COUNTY to any obligation not expressly undertaken by COUNTY under this Agreement.

#### 14.8 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 addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

##### FOR BROWARD COUNTY:

Director of Elderly and Veterans Services Division  
Elderly and Veterans Services Division  
2995 North Dixie Highway  
Oakland Park, Florida 33334

##### FOR COUNCIL:

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

#### 14.9 ASSIGNMENT AND PERFORMANCE

Except for subcontracting approved in writing by COUNTY at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by COUNCIL without the prior written consent of COUNTY. If COUNCIL violates this provision, COUNTY shall have the right to immediately terminate this Agreement. COUNCIL represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. COUNCIL agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such

services shall equal or exceed prevailing industry standards for the provision of such services.

#### 14.10 THIRD PARTY BENEFICIARIES

Neither COUNCIL nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

#### 14.11 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 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.

#### 14.12 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.



#### 14.13 RENEGOTIATION

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

#### 14.14 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.

#### 14.15 SEVERABILITY

In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

#### 14.16 JOINT PREPARATION

This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

#### 14.17 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

#### 14.18 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein, and any provision of Articles 1 through 14 of this Agreement, the provisions contained in Articles 1 through 14 shall prevail and be given effect.

14.19 LAW, 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 exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **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 THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

14.20 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 or otherwise authorized to execute same on their behalf.

14.21 PRIOR AGREEMENTS

This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

14.22 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

14.23 INCORPORATION BY REFERENCE

Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached exhibits are incorporated into and made a part of this Agreement.

14.24 COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

14.25 USE OF COUNTY LOGO

COUNCIL shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of COUNTY.

[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 \_\_\_\_\_, 2017, 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: \_\_\_\_\_  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2017

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: Tom Hudg 8/22/17  
Signature (Date)

Tom Hudg Deputy Spndst  
Print Name and Title above

By: K Gordon 8/29/17  
Karen S. Gordon (Date)  
Assistant County Attorney

Sharon V. Thorsen 8/29/17  
Sharon V. Thorsen (Date)  
Senior Assistant County Attorney

KSG/dp  
AAALocalMatch.2018.a01  
#17-067.01  
7/11/17, 8/2/17

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

11 day of August, 2017

WITNESSES:

Cheryl Morrow  
Signature of Witness

Cheryl Morrow  
Print or Type Name of Witness

Amparo M. Fidalgo  
Signature of Witness

Amparo M. Fidalgo  
Print or Type Name of Witness

(Corporate Seal)

**EXHIBIT A  
AUTHORIZED INVOICE SIGNATORS**

Agreement #: 18-EVSD-8210-01

The following individuals are authorized to sign monthly invoices and certification statements on behalf of The Board of Directors of AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., hereinafter known as "COUNCIL," as required by this Agreement between County and COUNCIL:

Edith Lederberg, Executive Director and  
(Name and Title Typewritten)

\_\_\_\_\_  
(Name and Title Typewritten)

This authorization is conferred upon the individuals listed above pursuant to *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):*

Board of Directors, Areawide Council on Aging  
of Broward County, Inc. meeting on  
October 14, 2004.

Appearing below are samples of the authorized signatures.

Edith Lederberg 08/11/17  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Authorized Signature) (Date)

Witness Signature:

Signature

Name

(Print or Type)

Date

Cheryl Morrow  
Cheryl Morrow  
08/11/17

Witness Signature

Signature

Name

(Print or Type)

Date

Amparo M. Fidalgo  
Amparo M. Fidalgo  
08/11/17

**EXHIBIT B  
CERTIFICATION OF EMPOWERMENT**

Agreement #: 18-EVSD-8210-01

Edith Lederberg, Executive Director  
(Name and Title Typewritten)

is duly authorized to sign this Agreement on behalf of AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., hereinafter known as "COUNCIL," and any amendments hereto between COUNTY and COUNCIL. The signature of the above-named person in this Agreement on behalf of COUNCIL binds COUNCIL to the terms and conditions of this Agreement and its amendments.

This authorization is conferred upon the individual listed above pursuant to *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide a copy of supporting documentation, such as Board of Directors' meeting minutes, the authorizing statute, etc.):*

Board of Directors, Areawide Council on Aging  
of Broward County, Inc. meeting on  
October 14, 2004.

Appearing below is a sample of the authorized signature.

Edith Lederberg  
(Authorized Signature)

08/11/17  
(Date)

Witness Signature:

Signature Cheryl Moron

Name Cheryl L Moron  
(Print or Type)

Date 08/11/17

Witness Signature

Signature Amparo M. Fidalgo

Name Amparo M. Fidalgo  
(Print or Type)

Date 08/11/17

**EXHIBIT C  
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS**

Agreement No. 18-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 invoice	Amount in dispute
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Dated \_\_\_\_\_, 20\_\_

Council: \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)

STATE OF            )  
                              ) SS.  
COUNTY OF        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Council's \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name of officer taking acknowledgment) typed, printed, or stamped

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)

My commission expires:



**EXHIBIT D  
SCOPE OF SERVICES**

Program Name: Local Match Funding of Senior Services  
Contract No.: 18-EVSD-8210-01  
Agency Name: Areawide Council on Aging of Broward County, Inc.  
Program No.: 01  
Division: Elderly and Veterans Services Division

COUNCIL shall:

- Apply the Agreement's Local Match Contribution toward meeting its obligation to the State of Florida and federal government to obtain a ten percent (10%) Local Match.
- Use the Agreement's Local Match Contribution to administer and fund home and community based services for Broward County residents sixty (60) years of age and older ("Clients") for the purpose of preventing 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; and assures procedures are in place to investigate and respond to alleged violations of the Code.

COUNTY shall:

- Contribute Six Hundred Eighty-four Thousand Nine Hundred Twenty Dollars (\$684,920.00) 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.

- Pay COUNCIL within thirty (30) days of receipt of COUNCIL's properly submitted invoice, as determined by COUNTY.

[Remainder of Page Intentionally Left Blank]

**EXHIBIT D-1  
OUTCOMES**

<b>Program Type</b>	<b>Activities</b>	<b>Outcomes</b>	<b>Data Source</b>	<b>Data Collection Method</b>
Aging and Disability Resource Center (ADRC)	Home and Community Based Services Diversion, Long-Term Care Initiatives, Supportive Community Care, Caregiver Support, Nutritional Services	<p>Maintain number of persons receiving services.</p> <p>Minimize number of persons waiting for any agency service by ensuring proper expenditure of all available funds.</p>	<p>End of State Fiscal Year 2017 data indicating number of persons served by all ADRC services</p> <p>End of State Fiscal Year 2017 data indicating number of persons waiting for any ADRC service.</p>	<p>Agency tracks number of unduplicated Clients served by agency and all of its partners. Agency compares baseline data (06/30/16) to 06/30/17 data.</p> <p>Agency tracks number of persons on the waiting list on quarterly basis. Agency compares baseline data (06/30/16) to 06/30/17 data.</p>

**EXHIBIT D-2**  
**MONITORING REQUIREMENTS**

COUNCIL shall comply with the following 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 or 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 or 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 or sign-in sheets are used, beginning and ending times and 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 or 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 or 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 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 or 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 and 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 and 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 or Volunteer application or resume.
  - B. Documentation and verification of degree(s), certification or licensure for applicable volunteers and 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 or employee.
  - F. Background screening according to federal, state, and local statutes. COUNCIL is to maintain these screening requirements for volunteers or employees based on the population served.
  - G. Verification of volunteer or employee receipt of policies and 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.

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**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	
<b>Note: Attach explanation of under or over performance</b>				
<p><b>CERTIFICATION:</b> The undersigned, as an authorized signature for this contract between Broward County, and</p> <p>12. (Agency) 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="padding-left: 40px;">Approved Signature: (Signature) (Type Name and Title)</p> <p>13. Signature: _____</p> <p style="padding-left: 40px;">Date: (date)</p>				
<b>FOR COUNTY USE ONLY</b>				
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:

<b>Organization</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>	<b>Year to Date</b>
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
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

## EXHIBIT F CLIENT DEMOGRAPHIC DATA REPORT

Agency Name: \_\_\_\_\_ Year: 20 \_\_\_\_\_ Quarter (Check One): (Oct. 1 - Dec. 31) 9 (Jan. 1 - Mar. 31) 9 (Apr. 1 - Jun. 31) 9 (Jul. 1 - Sept. 30) 9  
 Program Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_  
 CHECK ONE 9 Agency Records 9 Estimate 9 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 Clients Served	Choose A. or B.	Age										Total (all ages)	Total (all ages and sexes)	Estimated Poverty Level							
		0-5		6-10		11-13		14-15		16-17				18-19		20-21		21+		Estimated number served who are > Poverty Level	Estimated number served who are > Poverty Level
		Sex	Sex	Sex	Sex	Sex	Sex	Sex	Sex	Sex	Sex			Sex	Sex	Sex	Sex	Sex			
Category		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F				
1. African American																					
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, April 15, July 15, Oct. 15; an original and 2 copies
6. CBE 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, 2017 - December 31, 2018	First invoice due the second of the month following full execution of Agreement.	\$171,230.00
January 1, 2018 - March 31, 2018	April 1, 2018	\$171,230.00
April 1, 2018 - June 30, 2018	July 1, 2018	\$171,230.00
July 1, 2018 - September 30, 2018	September 22, 2018	\$171,230.00

**EXHIBIT I**  
**INSURANCE CERTIFICATE**

Commercial General Liability Insurance

Combined single limit for bodily injury and property damage:  
\$1,000,000.00 (One Million Dollars) minimum limits per occurrence

\$1,000,000.00 (One Million Dollars) minimum limits per aggregate

Business Automobile Liability Insurance

Combined single limit for bodily injury and property damage:  
\$1,000,000.00 (One Million Dollars) minimum limits per occurrence

Workers' Compensation Insurance

In compliance with state statutes and all federal laws  
Operations in Florida comply with Chapter 440, Florida Statutes, as amended

Employer's Liability Insurance

\$500,000.00 (Five Hundred Thousand Dollars) minimum limits each accident