

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

Contract Number: 19-EVSD-8210-01

This Agreement (“Agreement”) is 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”). County and Council are collectively referred to as the “Parties.”

**RECITALS**

A. County has agreed to participate as a source of local match funding 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.

B. Funding given to Council has been found and declared by the Board of County Commissioners of Broward County to be for a County and public purpose.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means 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. In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely on the instructions or determinations made by the Contract Administrator; except that such instructions and determinations must not change the Scope of Services.
- 1.3. **County Administrator** means the administrative head of County appointed by the Board.
- 1.4. **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.5. **County Business Enterprise or “CBE”** means a small business certified as meeting the requirements of Section 1-81, Broward County Code of Ordinances.
- 1.6. **Repository** means County’s Human Services Department Repository, under the Office of Evaluation and Planning. Documents for the Repository will be submitted to the Human Services Repository, 115 South Andrews Avenue, Suite 318, Fort Lauderdale, Florida 33301.
- 1.7. **Scope of Services** consists of the services referenced in Article 3, “Scope of Services,” and in Exhibit D of this Agreement.

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

The term of this Agreement will begin on October 1, 2018, and end on September 30, 2019 ("Term") unless terminated earlier or extended in accordance with the terms in this Agreement.

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

- 3.1. The Parties must 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 includes preliminary conditions and prerequisites.
- 3.2. At the request of County, Council will 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 will work with County in an effort to eliminate duplication in services and personnel among such agencies. Council will work with County to ensure that all federal, state, and local laws regarding confidentiality are adhered to in collecting and reporting client information. Council will use its case managers or contracted case managers in a coordinated effort with County and the other health and human services providers to facilitate the assignment of a case manager at the client's first point of entry into the human services network. The case manager or contracted case manager will be responsible for (1) coordinating services to specific 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. In accordance with the terms of this Agreement, County will pay to Council the maximum contribution of Six Hundred Eighty-four Thousand Nine Hundred Twenty Dollars (\$684,920) ("Contract Amount" or "Local Match Contribution"). Council will 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 must be for one quarter (1/4) of the Contract Amount. These invoices must 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. Council must submit to County quarterly invoices that must be certified by Council's authorized person identified in Exhibit A, Authorized Invoice Signators.
- 4.2. Council must provide signature authorizations to County as shown in Exhibit A. If it becomes necessary for Council to replace any signators, a notarized copy of the authorizing resolution as passed by Council's Board of Directors or Trustees must be submitted to County, along with a new Exhibit A, which is available from the Contract Administrator. A letter from the President of the Board of Directors or Trustees stating

the reason for the action must accompany the notarized copy of Exhibit A. The letter from the president, the new Exhibit A, and the notarized resolution must be submitted along with the invoice bearing the names of any new signators.

- 4.3. This Agreement is contingent upon the availability of County funds. County will 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 County will make payment is:

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

Federal I.D.: 59-1529419

In accordance with the "Notices" section of this Agreement, Council must advise Contract Administrator of any changes in address or telephone number including changes of administrative and service locations.

#### **ARTICLE 5. MONITORING, REQUIRED RECORDS, AND REPORTS**

##### **5.1. MONITORING**

Council will:

- 5.1.1. If determined by County in County's sole discretion, assign appropriate Council staff to meet with County's staff (i) to assess quality of service, service delivery systems, coordination of services, client satisfaction, records maintenance, and maximization of return on funding and (ii) to discuss any resulting recommendations.
- 5.1.2. Provide to County full access to administrative and service delivery sites during all announced or unannounced visits to examine records and data covered by this Agreement as well as to observe service delivery and interaction between client and Council staff. County and Council must maintain the confidentiality of client services and records in full accordance with any federal or state laws or federal regulations mandating such confidentiality.
- 5.1.3. Make all records and client files pertaining to this Agreement available for County's inspection, review, or audit, and Council must comply with the requirements of Exhibit D-2.
- 5.1.4. Comply with corrective action plan or action plans as applicable. If County determines 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 will have final approval of all action plans. The action plan may include changes to processes, practices, and procedures, but must include time frames in which the actions must be

completed. Council must comply with and immediately implement the action plan developed by County and comply with the time frames established in the action plan.

- 5.1.5. Ensure that the back-up documentation used to support the billings and outcomes for services provided to clients is approved by Contract Administrator prior to County's payment of the invoices listed on Exhibit H.
- 5.1.6. 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.
- 5.1.7. Provide access to County, during the Term and beyond the expiration of this Agreement, to records developed in accordance with this Agreement regarding assessment of long-term outcomes as specified in Exhibit D-1, which is attached to this Agreement.

## 5.2. **REPORTS**

Council must submit to County the financial and programmatic records and reports as specified in Exhibit G, Required Reports and Submission Dates.

## 5.3. **SAFEGUARDING INFORMATION**

Council must safeguard confidential information in 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 will be effective on the termination date stated in written notice provided by County, which termination date will 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 if 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 will be deemed a termination for convenience and will be effective thirty (30) days after the notice of termination for cause is provided.
- 6.2. This Agreement may be terminated for cause by County for reasons including but not limited to any of the following:
  - 6.2.1. Council's failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submissions (whether negligent or intentional) for payment of false or incorrect bills or invoices;

- 6.2.2. If Council is a “scrutinized company” under Section 215.473, Florida Statutes, if Council is placed on a “discriminatory vendor list” in accordance with Section 287.134, Florida Statutes, or if Council provides a false certification submitted pursuant to Section 287.135, Florida Statutes;
- 6.3. Notice of termination must be provided in accordance with the “Notices” section of this Agreement except for notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that will be promptly confirmed in writing.
- 6.4. If this Agreement is terminated for convenience by County, Council will be paid for any services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Council acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by Council, for County’s right to terminate this Agreement for convenience.
- 6.5. If this Agreement is terminated for any reason, County will withhold any amounts due Council until all documents are provided to County in accordance with Article 14.

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

Council must indemnify, hold harmless, and defend County and all of County’s 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, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of act by Council, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). If any Claim is brought against an Indemnified Party, Council must, 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 the County Attorney to defend the Indemnified Party. The obligations of this section will 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 Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld will not be subject to payment of interest by County.

#### **ARTICLE 8. INSURANCE**

- 8.1. For the duration of the Agreement, Council must, at its sole expense, maintain the minimum insurance coverages stated in Exhibit I in accordance with the terms and conditions of this article. Council must maintain insurance coverage against claims relating to any act or omission by Council, its agents, representatives, employees, or

- subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.
- 8.2. Council must ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit I on all policies required under this article.
  - 8.3. On or before the effective date or at least fifteen (15) days prior to performing the Scope of Services, Council must provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Council must provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.
  - 8.4. Council must ensure that all insurance coverages required by this article remain in full force and effect for the duration of this Agreement and until all performance required by Council has been completed, as determined by Contract Administrator. Council or its insurer must provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and must concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Council must ensure that there is no lapse of coverage at any time during the period for which coverage is required by this article.
  - 8.5. Council must ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.
  - 8.6. If Council maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit I, County will be entitled to any such broader coverage and higher limits maintained by Council. All required insurance coverages under this article must provide primary coverage and must not require contribution from any County insurance, self-insurance or otherwise, which will be in excess of and will not contribute to the insurance required and provided by Council.
  - 8.7. Council must declare in writing any self-insured retentions or deductibles over any limits prescribed in Exhibit I and submit to County for approval at least fifteen (15)-days prior to the effective date or commencement of the Scope of Services. Council will be solely responsible for and will pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Council to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Council agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Council agrees to obtain same in endorsements to the required policies.

- 8.8. Unless prohibited by the applicable policy, Council waives any right to subrogation that any of Council's insurer may acquire against County, and agrees to obtain same in an endorsement of Council's insurance policies.
- 8.9. Council will require that each subcontractor maintains insurance coverage that adequately covers the services provided by that subcontractor on substantially the same insurance terms and conditions required of Council under this article. Council will ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies.
- 8.10. If Council or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Council. Council will not permit any subcontractor to provide services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Council will provide, within one (1) business day, evidence of each subcontractor's compliance with this section.
- 8.11. If any of the policies required under this article provide claims-made coverage, (1) any retroactive date must be prior to the effective date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit I, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the effective date, Council must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit I.

#### **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 must 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, in the award and administration of this Agreement.

Council must 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 must comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

Council's failure to carry out any of the requirements of this section will constitute a material breach of this Agreement, which will 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 other applicable law, all such remedies being cumulative.

- 9.2. By executing 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. A false

representation of such representations entitles County to terminate this Agreement and recover from Council all monies paid by County in accordance with this Agreement, and may result in Council's debarment from County's competitive procurement activities.

- 9.3. Although no CBE goal has been set for this Agreement, County encourages Council to give deliberation 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 must be refunded to County within thirty (30) days of County's request, or if this Agreement is still in effect, nonreimbursable expenditures will be withheld by County from any subsequent payment request. If County determines that funds are due back to County, County, through its Contract Administrator, may in its sole discretion require Council to pay interest on those funds, which interest must be calculated from the date County incorrectly paid Council.
- 10.2. Nonreimbursable expenditure means any expenditure of County local matching funds contributed for community mental health and substance abuse service relating to state funded client service providers.

#### **ARTICLE 11. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS**

##### **11.1. FINANCIAL STATEMENTS**

Council must provide to the Repository annual financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles for Council's fiscal year during which it receives County funds and for each subsequent fiscal year until all of the County funds are expended and any management letter(s) properly generated. These annual financial statements must account for all monies that Council receives from County by means of explicit, discrete disclosures or accompanying notes to the financial statements.

The financial statements for this Agreement must 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 entitles County to recover any payment made under this Agreement. County may also suspend payment under subsequent agreements until it receives and accepts the financial statements and management letters. Suspension of payment will not excuse Council from continuing to deliver service. County will not pay invoices until it receives and accepts financial statements and management letters, unless agreed to in writing by the Contract Administrator if any reasons for the delay are beyond the control of Council.



Council acknowledges that its submission of audited financial statements to any other Broward County office, agency, or division does not constitute compliance with the requirement to submit the audited financial statements to the Repository.

#### 11.2. **MANAGEMENT LETTERS**

Council must 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 must provide to the Repository the schedule of correction developed in response to said management letter(s) within thirty (30) days of its development. Council must 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 designated representative 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 must be communicated to County as directed in Section 4.2 of this Agreement.

### **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 will remain true and correct. If any of the following representations becomes false at any time, Council must immediately provide written notice of those representations to the Contract Administrator.
  - 13.1.1. No irregularities exist involving its management or employees that have a material effect on Council's operations or financial stability.
  - 13.1.2. Council has committed no violations or possible violations of laws or regulations, the effects of which will be considered by County prior to entering into this Agreement.
  - 13.1.3. All material information pertaining to the financial position of Council has been disclosed in its records and provided to County.
  - 13.1.4. 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 documented in its records and disclosed to County.
  - 13.1.5. Council maintains all appropriate active licenses, which are all in good standing and have not been revoked or suspended, where Council is operating a facility or

providing a service requiring licensure, including but not limited to licensure under federal, state, County, or other local law.

13.1.6. When applicable, Council will ensure compliance with any provisions 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 must comply with these screening requirements and maintain the screening records of volunteers or employees based on the population served.

13.1.7. 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:

13.2.1. Verification of liability protection, and the Authorized Invoice Signators in Exhibit A, must accompany this Agreement upon Council's execution of this Agreement.

13.2.2. Information, guidance, and technical assistance offered by Contract Administrator, or any other County staff, whether written or oral, in no way constitutes a guarantee of execution of this Agreement by County and will not be relied upon as a basis for doing business, delivering service, expending financial resources or expectation of receipt of payment.

13.2.3. 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 will remain the property of County, and if a copyright is claimed, Council grants to County a non-exclusive license to use any copyrighted items indefinitely, to prepare derivative works, and to make and distribute copies to the public. If this Agreement is terminated, any reports, photographs, surveys, and other data and documents prepared by Council, whether finished or unfinished, will become the property of County and must be delivered by Council to the Contract Administrator within seven (7) days of termination of this Agreement. Any compensation due to Council will be withheld until all documents are received as provided in this Agreement. Council must 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 must:

- 14.2.1. Keep and maintain public records required by County to perform the services under this Agreement;
- 14.2.2. 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;
- 14.2.3. Ensure that public records that are (i) exempt or (ii) 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
- 14.2.4. 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 must destroy any duplicate public records that are (i) exempt or (ii) confidential and exempt. If Council keeps and maintains public records, Council must 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 constitutes 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, which will respond to any 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 Chapter 119, Florida Statutes) ("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 Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Council as Trade Secret Materials, County must refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Council. Council must 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 nondisclosure 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 has the right to audit the books, records, and accounts of Council and its subcontractors that are related to this Agreement. Council and its subcontractors must keep the books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance under this Agreement. All such books, records, and accounts of Council and its subcontractors must 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 must make same available in written form at no cost to County.

Council and its subcontractors must 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 at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Council grants County the right to conduct the 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 the books, records, and accounts will be a basis for County's disallowance and recovery of any payment upon the 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 must be reimbursed to County by Council in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of the audit or inspection must be made within thirty (30) days from presentation of County's findings to Council.

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

**14.4. HIPAA COMPLIANCE**

The Parties expressly understand that County personnel or their agents have access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. §§ 160, 162, and 164 and related regulations. If 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 (“HIPAA”), Council must fully protect individually identifiable health information as required by HIPAA and, if requested by County, must execute a Business Associate Agreement for the purpose of complying with HIPAA. Where required, Council must handle and secure PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its “Notice of Privacy Practices” Council’s and County’s uses of client’s PHI. The requirement to comply with this provision and HIPAA will survive the expiration or earlier termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf. Council must 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 its representations to County, and Council certifies that the wage rates, factual unit costs, and other information supplied to substantiate Council’s compensation, including without limitation the negotiation of this Agreement, are accurate, complete, and current as of the date Council executes this Agreement. Council’s compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

**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. 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.

**14.7. INDEPENDENT CONTRACTOR**

Council is an independent contractor under this Agreement, and nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. In providing services, neither Council nor its agents will act as officers, employees, or agents of County. Council does 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, the notice must be in writing, addressed to the party for whom it is intended at the place last specified in writing and either (i) sent by certified United States Mail, postage prepaid, return receipt requested, (ii) sent by commercial express carrier with acknowledgement of delivery, or (iii) sent by hand delivery with a request for a written receipt of acknowledgement of delivery. The

addresses for notice must remain as stated in this Agreement until it is changed by providing notice of the 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, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Council without the prior written consent of County. If Council violates this provision, County has 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 all the areas for which such person or entity will render services. Council must perform all services under this Agreement in a skillful and respectful manner, and the quality of all such services will 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 will be entitled to assert a right or claim against either of them based upon this Agreement.

**14.11. MATERIALITY AND WAIVER OR BREACH**

The Parties bargained at arm's-length and agree to each requirement, duty, and obligation stated in this Agreement. Each requirement, duty, and obligation stated in this Agreement is substantial and important to the formation of this Agreement; therefore, each is a material term this Agreement.

County's failure to enforce any provision of this Agreement is not a waiver of the provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement

is not a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement.

#### **14.12. CONFLICTS**

Neither Council nor its employees will 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. During the Term of this Agreement, none of Council's officers or employees will 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 must 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 pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section will not preclude Council or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Council is permitted in accordance with this Agreement to use subcontractors to perform any services required by this Agreement, Council must require the 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 must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing or complying with its duties, responsibilities, obligations, and covenants in accordance with this Agreement, including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations

#### **14.15. SEVERABILITY**

If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement, and the balance of this Agreement remains in full force and effect.

#### **14.16. JOINT PREPARATION**

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

**14.17. INTERPRETATION**

The titles and headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes 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. Any reference to "days" means calendar days, unless otherwise expressly stated.

**14.18. PRIORITY OF PROVISIONS**

If any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement conflicts or is inconsistent with any provision of Articles 1 through 14 of this Agreement, the provisions contained in Articles 1 through 14 will prevail and be given effect.

**14.19. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement will 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 is 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 must 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 WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

**14.20. AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by either 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 of this Agreement 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**

Council represents and warrants that this Agreement constitutes Council's legal, valid, binding, and enforceable obligation, and neither the execution nor performance of this Agreement constitutes a breach of any agreement that Council has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Council. Council further represents and warrants that execution of this Agreement is within Council's legal powers, and each individual executing this Agreement on behalf of Council is duly authorized by all necessary and appropriate action to execute this Agreement on behalf of Council and does so with full legal authority.

**14.23. INCORPORATION BY REFERENCE**

Exhibits A, B, C, D, D-1, D-2, E-1, E-2, F, G, H, and I are attached and are incorporated into and made a part of this Agreement.

**14.24. COUNTERPARTS AND MULTIPLE ORIGINALS**

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

**14.25. USE OF COUNTY LOGO**

Except when required by the terms of this Agreement, Council must 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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: 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 \_\_\_\_\_, 2018, 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 \_\_\_\_\_, 2018

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

By:  10/09/2018  
Hulda O. Estama (Date)  
Assistant County Attorney

By:  10/9/18  
Karen S. Gordon (Date)  
Assistant County Attorney


KSG:HE  
AAALocalMatch.2018.a01  
#60067  
8/20/2018

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.

WITNESSES:

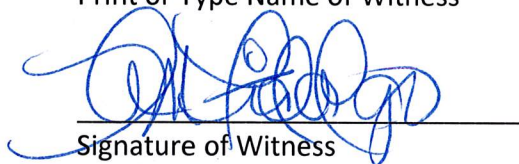
By:   
Authorized Signature

Edith Lederberg  
Print or Type Signator's Name  
Executive Director

5 day of October, 2018

  
Signature of Witness

Cheryl Morrow  
Print or Type Name of Witness

  
Signature of Witness

Amparo M. Fidalgo  
Print or Type Name of Witness

(Corporate Seal)

**EXHIBIT A  
AUTHORIZED INVOICE SIGNATORS**

Agreement #: 19-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. ("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 in accordance with *(enter the authorizing body, legislation, regulation, code, or equivalent, including the date of such authorization, and provide (but not attach) 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 10/5/18  
(Authorized Signature) (Date) (Authorized Signature) (Date)

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

Witness Signature:  
Signature Cheryl Morrow  
Name Cheryl Morrow  
(Print or Type)  
Date 10-5-18

Witness Signature  
Signature Amparo M. Fidalgo  
Name Amparo M. Fidalgo  
(Print or Type)  
Date 10-5-18

**EXHIBIT B  
CERTIFICATION OF EMPOWERMENT**

Agreement #: 19-EVSD-8210-01

Edith Lederberg, Executive Director

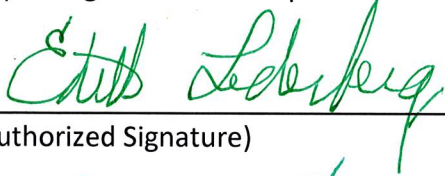
(Name and Title Typewritten)

is duly authorized to sign this Agreement on behalf of Areawide Council on Aging of Broward County, Inc. ("Council"), and any amendments to this Agreement 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 in accordance with *(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.



(Authorized Signature)


10-5-2018

(Date)

Witness Signature:

Witness Signature:

Signature Cheryl Morrow

Signature 

Name Cheryl Morrow  
(Print or Type)

Name Amparo M. Fidalgo  
(Print or Type)

Date 10/05/2018

Date 10-5-18



**EXHIBIT D  
SCOPE OF SERVICES**

Program Name: Local Match Funding of Senior Services  
 Contract No.: 19-EVSD-8210-01  
 Agency Name: Areawide Council on Aging of Broward County, Inc.  
 Program No.: 01  
 Division: Elderly and Veterans Services Division

Council must:

- Apply the Local Match Contribution toward meeting its obligation to the State of Florida and federal government to obtain a ten percent (10%) local match funding.
- Use the Local Match Contribution to administer and fund home and community-based services for Broward County residents sixty (60) years of age or older (“Clients”) to prevent unnecessary institutionalization.
- Coordinate, fund, and monitor funded programs including 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 Council’s staff to work respectfully and effectively with each other and Clients 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 who are trained and qualified to address the needs of the racial and ethnic communities being served.
- Have a written Code of Ethics that reflects its principles, philosophy, values for service delivery, and interaction with Clients; orient its staff to the Code of Ethics; and assure procedures are in place to investigate and respond to alleged violations of the Code.

County must:

- Contribute Six Hundred Eighty-four Thousand Nine Hundred Twenty Dollars (\$684,920) of County’s money to help Council meet its obligation to the State of Florida and federal government for 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 elderly, 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.

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**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 2018 data indicating number of persons served by all ADRC services.</p> <p>End of State Fiscal Year 2018 data indicating number of persons waiting for any ADRC service.</p>	<p>Council tracks number of unduplicated Clients served by Council and all of its partners. Council compares baseline data (06/30/17 to 06/30/18 data).</p> <p>Council tracks number of persons on the waiting list on quarterly basis. Council compares baseline data (06/30/17 to 06/30/18 data).</p>

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

Council must comply with the following monitoring requirements:

- I. Organizational Quality
  - A. Mission Statement
    1. Council's Mission Statement is posted in view of Clients.
    2. Services are consistent with Council's Mission Statement.
  - B. Code of Ethics
    1. Council has a written Code of Ethics that reflects its principles, philosophy, values for service delivery, and interaction with Clients.
    2. Council orients staff to the Code of Ethics.
    3. Council places procedures to investigate and respond to alleged violations of the Code of Ethics.
  - C. Clients' Rights, Confidentiality, Grievance, and Waiting List Procedures
    1. Council has a Clients' Rights policy that is distributed to Clients and its staff. The Clients' Rights policy assures that the Clients' decisions and needs drive the treatment process, and assures a fair process of review if the Clients believe they have been mistreated, poorly served, or wrongly discharged from services. Services will be made available to all who are eligible and seeking services. Council must have written eligibility criteria for individuals seeking services.
    2. Council must have written policies for Client's confidentiality and release of confidential 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 its staff and the Clients.
    4. Council must keep grievances filed by Clients or its employees in a file folder with dispositions for County's review during monitoring site visits.

5. Council will have 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 or hard copy of Clients' confidential records.
2. Council has developed procedures for safeguarding Clients' files in case of an emergency.
3. Clients' files will be in a secured and protected area.
4. Clients' files will not include loose pages.
5. Council will follow procedures for acceptable error corrections in Clients' files (no correction fluid or no strikeouts that result in illegible original entry).
6. Original source documents must be available for County's review.
7. If logs or sign-in sheets are used, beginning and ending times and dates of service must be in Clients' files, and progress notes in the Clients' files must match logs and sign-in sheets, as applicable.

E. Emergency Preparedness Plan

1. Council has a formal emergency preparedness plan that covers workplace violence, fire, flood, hurricanes, bomb threats, civil unrest, and other potential emergencies.
2. Council has emergency procedures for contacting its staff and Clients, 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 reimbursement of expenses.
2. Time-based units of service are documented with Client's name, date of service, and beginning and ending times and dates. All are to be verifiable through Client file review.
3. If several funding sources are 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

Broward County has a growing population with diverse ethnic and racial backgrounds. To ensure that Council is best able to serve those in need, County expects Council to understand, communicate with, and effectively interact with people across cultures. Council must have guiding principles and standards that address culturally competent service provision, culturally appropriate individual care planning, and staff development. To ensure equal access to quality services, Council must:

1. 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.
2. Develop and implement a strategy to recruit, retain, and promote qualified, diverse, and culturally proficient administrative, clinical, and support staff who are trained and qualified to address the needs of the racial and ethnic communities being served.
3. Arrange for and require ongoing education and training for its administrative, clinical, and support staff in culturally and linguistically proficient service delivery.

#### II. Client Files Contents

Council must maintain a case file 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 if it is not applicable or relevant to the service or service practice, the following:

1. 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.
2. The file must 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; and 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.
3. Case numbers when used must be used consistently throughout the files in conjunction with date of birth and name, Social Security number, case file number, or other identifier whenever that information appears.
4. 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.
5. 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.
6. In addition to Client's case files, assignment and appointment logs, mileage records, signed time sheets, and personnel and payroll records must also be available for County's review inspection and copying.
7. File entries must be current, consistent, and timely; be dated in chronological order; address achievement of service plan goals; list beginning and ending time and date, if time-based units of service; and contain signature, title, and credentials of file entry writer.
8. Other file contents must include notation or signed releases for information that will be obtained "as needed" based on Council's 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.

9. Client Needs Assessment must, at a minimum, include Client strengths, weaknesses, and required services.
10. Individual service plan must include measurable goals and objectives, evidence of Client's participation in the development of the plan and time frames for goal achievement.
11. Referrals must be documented within the file and tracked. Follow-up on referrals with the referring agency must be timely documented.
12. Client discharge must be documented with formal discharge plan and discharge follow-up as appropriate.

### III. Human Resources

Council must maintain current organizational chart that reflects positions within the agency and lines of authority. Personnel and volunteer files are to include:

- A. Employee or volunteer application or resume.
- B. Documentation and verification of any degrees, certification or licensure for applicable volunteers or employees.
- C. Completed performance evaluation for staff employed over one year.
- D. Completed Federal USCIS Form I-9.
- 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's or employee's receipt of policies and procedures contained in manual, employee handbook, and drug-free workplace policy.

### IV. Contracted Services

- A. Program Service Criteria
  1. Council must have formal, written Client eligibility criteria applied to each Client served and documented in each Client's file.

2. Council must have formal, written Client termination criteria applied to each Client served and documented in each Client's file.

**B. Client Participation**

1. Council must 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 must compile and incorporate survey results into program planning and improvement.

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EXHIBIT E-2

**PROVIDER:**

Match Reimbursement for:

Organization	October	November	December	January	February	March	April	May	June	July	August	Year to Date
Broward County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alzheimer Family Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Home Touch	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Human Services Network/BMOW	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Lauderdale Lakes Alzheimer's Care Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miramar Satellite Senior Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SunServe/Noble McArfor 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. 30) 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										Estimated Poverty Level			
		0-5	6-10	11-13	14-15	16-17	18-19	20-21	21+	Total (all ages)		Estimated number served who are <input type="checkbox"/> Poverty Level	Estimated number served who are > Poverty Level		
		Sex	Sex	Sex	Sex	Sex	Sex	Sex	Sex	Sex	Sex				
Category		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) 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 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 will 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, 2018 - December 31, 2019	First invoice due the second of the month following full execution of Agreement.	\$171,230.00
January 1, 2019 - March 31, 2019	April 1, 2019	\$171,230.00
April 1, 2019 - June 30, 2019	July 1, 2019	\$171,230.00
July 1, 2019 - September 30, 2019	September 22, 2019	\$171,230.00

## EXHIBIT I INSURANCE REQUIREMENTS

Project: 19-EVSD-8210-01 Local Match Funding of Senior Services  
Agency: Elderly and Veterans Services Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	☑	☑	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$1,000,000
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	☑	☑	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	☑	☑			
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	☑	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$100,000	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b>	N/A	☑	If claims-made form:		
			Extended Reporting Period of:	years	
			*Maximum Deductible:	\$100,000	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible:	\$10 k	
<b>Description of Operations:</b> "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					
<b>CERTIFICATE HOLDER:</b>  Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			Digitally signed by [Signature] DN: cn=John A. DeLoe, o=City of Broward Date: 2018.09.20 Time: 09:28 Risk Management Division		