

## STANDARD CONTRACT

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc, hereinafter referred to as the "Council," and Northwest Focal Point Senior Center District, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties." The term Contractor for this purpose may designate a vendor, sub grantee or sub recipient, the status to be further identified in ATTACHMENT III, Exhibit-2 as necessary.

## WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and

WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the Council.

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

**1. Purpose of Contract**

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

**1.1 Department Of Elder Affairs Mission Statement**

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

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

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

**3. Term of Contract**

This contract will begin on January 1, 2014 or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, local time in Tallahassee, Florida, on December 31, 2014.

**4. Contract Amount**

The Council agrees to pay for contracted services according to the terms and conditions of this contract in the amount not to exceed \$245,298.00 subject to the availability of funds. \$ 217,767.00 represents Federal Older Americans Act (OAA) Title III B funds, \$ 24,197.00 represents Areawide Council on Aging (AAA) local matching funds for Title III B, \$ 3,000.00 represents Federal OAA Title III E funds and \$ 334.00 represents AAA local matching funds for Title III E. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

**5. Renewals**

By mutual agreement of the Parties, in accordance with s. 287.058(1)(g), F.S., the Council may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by the Council and the availability of funds.

**6. Compliance with Federal Law**

**6.1** If this contract contains federal funds the following shall apply:

**6.1.1** The Contractor shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.

**6.1.2** If this contract contains federal funds and is over \$100,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 USC 7401 et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 USC 1251 et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The Contractor shall report any violations of the above to the Council.

**6.1.3** The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000.00, the Contractor must, prior to contract execution, complete the Certification Regarding Lobbying form, **ATTACHMENT II**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this contract.

**6.1.4** In accordance with Appendix A to 2 CFR 215, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.

**6.1.5** A contract award with an amount expected to equal or exceed \$25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Contractor will complete and sign **ATTACHMENT V** prior to the execution of this contract.

**6.2** The Contractor will not employ an unauthorized alien. The Council will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 USC 1324a) and the Immigration Reform and Control Act of 1986 (8 USC 1101). Such violation will be cause for unilateral cancellation of this contract by the Council.

**6.3** If the Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Council in writing within thirty (30) days of receiving the IRS notice of revocation.

**6.4** The Contractor will comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

**6.5** Unless exempt under 2 CFR Part 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.

**6.6** To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Contractor during the contract term. Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be

in compliance with this provision. The Contractor will complete and sign **ATTACHMENT G**, Verification of Employment Status Certification, prior to the execution of this contract.

**7. Compliance with State Law**

- 7.1.** That this contract is executed and entered into with the Areawide Council on Aging of Broward County, Inc with the pass through funding from the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 7.2.** The Contractor shall comply with requirements of s. 287.058, F.S. as amended.
- 7.2.1.** The Contractor shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this contract, which the Contract Manager must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).
- 7.2.2.** The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- 7.2.3.** If itemized payment for travel expenses is permitted in this contract, the Contractor will submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.
- 7.2.4.** The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Contractor in conjunction with this contract except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract for which the Council may unilaterally terminate the contract.
- 7.3.** If clients are to be transported under this contract, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, F. A. C.
- 7.4.** Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.
- 7.5.** The Contractor shall comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 7.6** In accordance with s. 287.135 F.S., any contractor on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (Lists), created pursuant to s. 215.473 F.S., is ineligible to enter into or renew a contract with the Council for goods or services of \$1 million or more. Pursuant to s. 287.135 F.S., the Council may terminate this contract if the Contractor is found to have submitted a false certification of its status on the Lists or has been placed on the Lists. Further, the Contractor is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. If this contract contains \$750,000.00 or more, the Contractor shall complete and sign **ATTACHMENT F**, Certification Regarding Scrutinized Companies Lists, prior to the execution of this contract.

**8. Background Screening**

The Contractor shall ensure that the requirements of s. 430.0402 and ch. 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not excepted from the Department of Elder Affairs' level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of s. 430.0402 and ch. 435, F.S.

- 8.1 Further information concerning the procedures for background screening are found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

**9. Grievance Procedures**

The Contractor will develop and implement grievance procedures to process and resolve client dissatisfaction with or denial of service(s), and address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, will provide for notice of the grievance procedure and an opportunity for review of the Contractor's determination(s).

**10. Public Records and Retention**

- 10.1 If , under this contract, the Contractor is providing services and is acting on behalf of the Council and/or the Department of Elder Affairs as provided under s. 119.011(2), F.S., the Contractor, subject to the terms of s. 287.058(1)(c), F.S., and any other applicable legal and equitable remedies, shall:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services.
  - b) Provide the public with access to public records on the same terms and conditions that the Council would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
  - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - d) Meet all requirements for retaining public records and transfer, at no cost, to the Council and/or the Department of Elder Affairs, all public records in possession of the Contractor upon termination or expiration of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Council in a format that is compatible with the information technology systems of the Department of Elder Affairs.
- 10.2 The Council may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Contractor to comply with Section 10 of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.
- 11. Audits, Inspections, and Investigations**
- 11.1 The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Council under this contract. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.
- 11.2 The Contractor shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records will be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Council.
- 11.3 Upon demand, at no additional cost to the Council, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 11.4 The Contractor shall assure that these records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Council.
- 11.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Council and Federal auditors, pursuant to 45 CFR 92.36(i)(10), will be allowed full access to and the right to examine any of the

Contractor's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.

**11.6** The Contractor shall provide a financial and compliance audit to the Council as specified in this contract and in **ATTACHMENT III**, Financial and Compliance Audit and ensure that all related third-party transactions are disclosed to the auditor.

**11.7** The Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General pursuant to s. 20.055, F.S.

**12. Nondiscrimination-Civil Rights Compliance**

**12.1** The Contractor shall execute assurances in **ATTACHMENT VI** that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all Contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

**12.2** During the term of this contract, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist (**ATTACHMENT B**).

**12.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

**12.4** If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

**13. Monitoring by the Council**

The Contractor permits persons duly authorized by the Council to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Contractor to assure the Council of the satisfactory performance of the terms and conditions of this contract. Following such review, the Council will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a corrective action plan. The Contractor hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Contract Manager. .

**14. Provision of Services**

The Contractor shall provide services in the manner described in **ATTACHMENT I**.

**15. Coordinated Monitoring with Other Agencies**

If the Contractor receives funding from one or more of the State of Florida other human service agencies, in addition to the Department of Elder Affairs, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this contract, and pursuant to s. 287.0575, F.S. as amended, Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency

for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor shall comply and cooperate with all monitors, inspectors, and/or investigators.

**16. Indemnification**

The Contractor shall indemnify, save, defend, and hold harmless the Council and the State of Florida Department of Elder Affairs and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this agreement or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Council and the Department of Elder Affairs for claims, demands, actions or causes of action arising solely out of the Council's and/or the Department of Elder Affairs' negligence.

- 16.1** Except to the extent permitted by s. 768.28, F.S., or other Florida law, paragraph 15 is not applicable to contracts executed between the Council, State of Florida Department of Elder Affairs, and state agencies or subdivisions defined in s. 768.28(2), F.S.

**17. Insurance and Bonding**

- 17.1.** The Contractor shall provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract. The Contractor will ensure that the Council has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Council reserves the right to require additional insurance as specified in this contract.

- 17.2.** Throughout the term of this agreement, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Contractor authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

**18. Confidentiality of Information**

The Contractor shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

**19. Health Insurance Portability and Accountability Act**

Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated there under (45 CFR 160, 162, and 164).

**20. Incident Reporting**

- 20.1.** The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under this contract. Such notice shall be made orally to the Contract Manager (by telephone) with an email to immediately follow.

- 20.2.** The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number

(1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Contractor and its employees.

**21. New Contract(s) Reporting**

The Contractor shall notify the Council within ten (10) days of entering into a new contract with any of the five (5) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) Contract Manager name and number. In complying with this provision, and pursuant to s. 287.0575, F.S. as amended, the Contractor shall complete and provide the information in **ATTACHMENT D**.

**22. Bankruptcy Notification**

During the term of this contract, the Contractor shall immediately notify the Council if the Contractor, its assignees, subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Council: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name address, and telephone number of the bankruptcy attorney.

**23. Sponsorship and Publicity**

**23.1** As required by s. 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name), Aging and Disability Resource Center of Broward County, and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Aging and Disability Resource Center of Broward County and State of Florida, Department of Elder Affairs" will appear in at least the same size letters or type as the name of the organization.

**23.2** The Contractor shall not use the words "Aging and Disability Resource Center of Broward County and the State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless, specific authorization has been obtained by the Council prior to use.

**24. Assignments**

**24.1.** The Contractor shall not assign the rights and responsibilities under this contract without the prior written approval of the Council, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Council will constitute a material breach of the contract.

**24.2.** The Council is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another Contractor in Broward County, upon giving prior written notice to the Contractor. In the event the Council approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the contract.

**24.3.** This contract shall remain binding upon the successors in interest of either the Contractor or the Council.

**25. Subcontracts**

**25.1.** The Contractor is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Council deems necessary. The Contractor further agrees that the Council will not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Council against any such claims.

- 25.2. The Contractor shall promptly pay any subcontractors upon receipt of payment from the Council. Failure to make payments to any subcontractor in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the Contractor and subcontractor, will result in a penalty as provided by statute.

26. **Independent Capacity of Contractor**

It is the intent and understanding of the parties that the Contractor, or any of its subcontractors, are independent Contractors and are not employees of the Council or the State of Florida, Department of Elder Affairs and shall not hold themselves out as employees or agents of either without specific authorization from the Council. It is the further intent and understanding of the Parties that the Council does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor or its subcontractors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor are the sole responsibility of the Contractor.

27. **Payment**

Payments shall be made to the Contractor pursuant to s. 215.422, F.S., as services are rendered and invoiced by the Contractor. The Council's Finance Director will have final approval of the invoice for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Council's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S.

28. **Return of Funds**

The Contractor shall return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract that were disbursed to the Contractor by the Council. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Finance Director or the Contract Manager, on behalf of the Council, will notify the Contractor by letter of such findings. Should repayment not be made forthwith, the Contractor will be charged at the lawful rate of interest on the outstanding balance pursuant to s. 55.03, F.S., after Council notification or Contractor discovery.

29. **Data Integrity and Safeguarding Information**

The Contractor shall ensure an appropriate level of data security for the information the Contractor is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall ensure all subcontractors maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign **ATTACHMENT IV** (Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements) prior to the execution of this contract.

30. **Computer Use and Social Media Policy**

The Department of Elder Affairs has implemented a new Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, OPS and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the Department of Elder Affairs' computer resource systems must comply with the Department of Elder Affairs' policy regarding social media. Social Media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube, **ATTACHMENT C**.



**31. Conflict of Interest**

The Contractor shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or subcontractor shall participate in selection, or in the award of an agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor or subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors, or parties to subcontracts. The Contractor's board members and management must disclose to the Council any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) days of the commencement of this contract. The Contractor's employees and subcontractors must make the same disclosures described above to the Contractor's board of directors. Compliance with this provision will be monitored.

**32. Public Entity Crime**

Pursuant to s. 287.133, F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**33. Purchasing**

**33.1.** The Contractor may purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Contractor shall be deemed to be substituted for the Council insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

**33.2.** The Contractor may procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of s. 403.7065, F.S.

**33.3.** The Contractor may purchase articles that are the subject of, or required to carry out, this contract from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in s. 413.036(1) and (2), F.S. For purposes of this contract, the Contractor shall be deemed to be substituted for the Department of Elder Affairs insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. This clause is not applicable to subcontractors unless otherwise required by law.

**34. Patents, Copyrights, Royalties**

If this contract is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under this contract, the Contractor shall refer the discovery, invention or material to the Council to be referred to the State of Florida, Department of Elder Affairs. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to s. 287.0571 (5) (k) 1 and 2 as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in the contract.

**34.1** If the primary purpose of this contract is the creation of intellectual property, the State of Florida, Department of Elder Affairs shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Section 34.

**34.2** If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR 215.36.

**35. Emergency Preparedness and Continuity of Operations**

**35.1** If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor will, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the Contractor shall notify the Council of emergency provisions.

**35.2** In the event a situation results in a cessation of services by a subcontractor, the Contractor shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

**36. Equipment**

**36.1** Equipment means: (a) an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds], or (b); nonexpendable, tangible personal property of a nonconsumable nature with an acquisition cost of \$1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].

**36.2** Contractors and subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; and, (b) a procedure for conducting a physical inventory of equipment at least once every two years. The property records must be maintained on file and shall be provided to the Council upon request.

**36.3** The contractor's property management standards for equipment acquired with Federal funds and federally-owned equipment shall include accurately maintained equipment records with the following information:

- (1) A description of the equipment;
- (2) Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
- (3) Source of the equipment, including the award number;
- (4) Whether title vests in the contractor or the federal government;
- (5) Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
- (6) Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
- (7) Location and condition of the equipment and the date the information was reported;
- (8) Unit acquisition cost; and
- (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.

**36.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 that is specifically identified in the service provider application approved by the Council is part of the cost of carrying out the activities and functions of the grant

awards and Title (ownership) will vest in the contractor, subject to the conditions of 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110), Subpart C, Paragraph 34. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract, or identified in the sub-agreements with sub-contractors (not included in a cost methodology), is subject to the conditions of s. 273, F. S. and 60A-1.0017, F. A. C. or Title 45 CFR Part 74.

- 36.5** The Contractor shall not dispose of any equipment or materials provided by the Council, DOE, or purchased with funds provided through this contract without first obtaining the approval of the Council's Contract Manager. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the respective Contract Manager. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 36.6** The Council's Contract Manager will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110).
- 36.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of the Council. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Sec. 3030b United States Code (USC). Real property purchases from state funds can only be made through a fixed capital outlay grants and aids appropriation and therefore are subject to the provisions of s. 216.348, F. S.
- 36.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 36.9** The Contractor must adhere to the Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the Council upon request. The Contractor has the responsibility to require any subcontractors to comply with the Department of Elder Affairs' ITR procedures.
- 37. PUR 1000 Form**  
The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form and any terms or conditions of this contract the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form will take precedence.
- 38. Use of State Funds to Purchase or Improve Real Property**  
Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.
- 39. Dispute Resolution**

Any dispute concerning performance of the contract will be decided by the Executive Director, who shall reduce the decision to writing and serve a copy on the Contractor.

**40. Financial Consequences of Non-Performance**

If the Contractor fails to meet the minimum level of service or performance identified in this agreement, or that is customary for the industry, then the Council must apply financial consequences commensurate with the deficiency. Financial consequences may include but not limited to contract suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of contract and reacquiring services from an alternate source.

**40.1** The Contractor will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Council and/or the Department of Elder Affairs.

**41. No Waiver of Sovereign Immunity**

Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

**42. Venue**

If any dispute arises out of this contract, the venue of such legal recourse will be Broward County, Florida.

**43. Entire Contract**

This contract contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Council or the Contractor unless expressly contained herein or by a written amendment to this contract signed by both Parties.

**44. Force Majeure**

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

**45. Severability Clause**

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable; the other provisions are severable to that void provision and shall remain in full force and effect.

**46. Condition Precedent to Contract: Appropriations**

The Parties agree that the Council's performance and obligation to pay under this contract is contingent upon an annual appropriation by the State Legislature. In the event such an appropriation is not made, the Contractor will not be entitled to file a claims bill.

**47. Addition/Deletion**

The Parties agree that the Council reserves the right to add or to delete any of the services required under this contract when deemed to be in Broward County's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

**48. Waiver**

The delay or failure by the Council to exercise or enforce any of its rights under this contract will not constitute or be deemed a waiver of the Council's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**49. Compliance**

The Contractor shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor, and subject the contract to immediate, unilateral cancellation of the contract at the discretion of the Council.

**50. Final Invoice**

The Contractor shall submit the final invoice for payment to the Council as specified in Attachment I, Paragraph 3.3.6. (date for final request for payment) of ATTACHMENT I. If the contractor fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the Council may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and necessary adjustments thereto have been approved by the Council.

**51. Renegotiations or Modifications**

Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both Parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

**52. Termination**

**52.1.** This contract may be terminated by either Party without cause upon no less than thirty (30) calendar days notice in writing to the other Party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Contractor responsible for administration of the contract.

**52.2.** In the event funds for payment pursuant to this contract become unavailable, the Council may terminate this contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Contractor responsible for administration of the contract. The Department of Elder Affairs will be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Contractor will be compensated for any work satisfactorily completed prior to the date of termination.

**52.3.** This contract may be terminated for cause upon no less than twenty-four (24) hours notice in writing to the Contractor. If applicable, the Council may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract will not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Council's or the Contractor's right to remedies at law or in equity.

**52.4.** Failure to have performed any contractual obligations with the Council in a manner satisfactory to the Council will be sufficient cause for termination. To be terminated as a contractor under this provision, the contractor must have (1) previously failed to satisfactorily perform in a contract with the Council, been notified by the Council of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of the Council; or (2) had a contract terminated by the Council for cause.

**52.5.** Upon expiration or termination of the contract the Contractor and Subcontractor(s) shall transfer all public records in its possession to the Council and destroy any duplicate public records that are exempt or confidential and exempt from public records, disclosure requirements at no cost to the Council. All electronically stored records shall be provided to the Council in a format that is compatible with the Department of Elder Affairs' information technology system(s).

**53. Electronic Records and Signature**

The Council authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Agreement. A contractor that creates and retains electronic records and uses electronic signatures to conduct transactions will comply with the requirements contained in the *Uniform Electronic Transaction Act*, s. 668.50, F.S. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, ch. 119, F.S.; must comply with section 29, *Data*

*Integrity and Safeguarding Information;* must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by this Agreement.

- 53.1.** The Council's authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Council. The Contractor is authorized to conduct electronic transactions with the Council only upon further written consent by the Council.
- 53.2.** Upon request by the Council, the Contractor will provide the Council with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Council of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document

**54. Official Payee and Representatives (Names, Address, and Telephone Numbers):**

a.	The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment will be made is:	Northwest Focal Point Senior Center District 6009 NW 10th Street Margate, FL 33063
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Karin Diaz 6009 NW 10th Street Margate, FL 33063
c.	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	Karin Diaz 6009 NW 10th Street Margate, FL 33063 954-973-0300
d.	The section and location within the Council where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road Sunrise, FL 33351
e.	The name, address, and telephone number of the Contract Manager for the Council for this contract is:	Lina Silva 5300 Hiatus Road Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this contract.		

**55. Selection Of A Project Director**

- 55.1.** In the event the representative of the Contractor, responsible for administration of the Program (Project Director), resigns, is terminated, or for other reasons, no longer is responsible for the Contract, the Contractor will submit, at a minimum, the names and credentials of three finalists being considered for the Project Director's vacancy. The Council will review and either approve or disapprove the candidates' credentials within ten (10) working days of such notification. Final selection of the Project Director will be made by the administering agency of the Contractor from the approved listing.
- 55.2.** The qualifications of the person, selected to be a new Project Director, must receive approval by the Council prior to appointment. The following steps constitute the required process:
- 55.2.1.** The Board of Directors (or equivalent) of the Contractor will notify the Council of their recruitment methods. This notification must permit reasonable opportunity for the Council to comment and offer technical assistance on the recruitment plan. The plan must contain:
- 55.2.1.1.** appropriate and reasonable efforts to recruit applicants on a non-discriminatory basis.

- 55.2.1.2. information on where, when, how, and how long the vacancy will be advertised.
- 55.2.1.3. the methodology for accepting applications.
- 55.2.1.4. the methodology for screening applications/applicants.
- 55.2.1.5. the criteria which will be applied to determine three-to-five persons qualified for the position.
- 55.2.1.6. the education, training, and or experience deemed essential for the position as determined by the Board of Directors of the Contractor's Administering Agency.
- 55.3. The Contractor's Board will provide the Council with the application or resume' of persons deemed best qualified.
- 55.4. Council will, within 10 working days, review the application/resume of the Candidates and offer comments on their qualifications.
- 55.5. After review and comment by Council, the Contractor's Board of Director's is authorized to hire any of the individuals which have been deemed by the Council to meet the qualifications for the Project Director's position.
- 55.6. If Council determines that none of the proposed candidates meet the qualifications for Project Director, the Contractor's Board must repeat the recruitment cycle.
- 55.7. The Contractor's Board of Directors will repeat the recruitment cycle if the qualifications are judged by the Council to be insufficient.
- 55.8. At any time there is a vacancy for a Project Director, the Contractor's Board of Directors must immediately appoint an "Acting" Project Director, and notify the Council upon appointment. No person may serve as an "Acting" Director for more than 120 calendar days without prior written approval of the Council.
- 56. **All Terms and Conditions Included**  
This contract and its Attachments, I – IX, A – G, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract will supersede all previous communications, representations or agreements, either written or verbal between the parties.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

---

IN WITNESS THEREOF, the parties hereto have caused this 53 page agreement to be executed by their undersigned officials as duly authorized.

**Contractor:**    **Northwest Focal Point Senior  
Center District**

**Areawide Council on Aging of Broward  
County, Inc.**

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME:    Mary Todd

TITLE: \_\_\_\_\_

TITLE:    President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Federal Tax ID: 59-2154528

Fiscal Year Ending Date: September 30



## ATTACHMENT I

**OLDER AMERICANS ACT  
STATEMENT OF WORK****SECTION I: SERVICES TO BE PROVIDED****1.1 DEFINITIONS OF TERMS AND ACRONYMS****1.1.1 CONTRACT ACRONYMS**

**ADL** – Activities of Daily Living

**APS** – Adult Protective Services

**AIRS** – Alliance of Information & Referral Systems

**ADA** – Americans with Disabilities Act

**AAA** – Area Agency on Aging

**APCL** – Assessed Priority Consumer List

**CIRTS** – Client Information and Registration Tracking System

**DOEA** – Department of Elder Affairs

**FLAIRS** – Florida Alliance of Information and Referral Services

**I&R** – Information and Referral

**IADL** – Instrumental Activities of Daily Living

**MOA** – Memorandum of Agreement

**MOU** – Memorandum of Understanding

**OAA** – Older Americans Act

**PSA** – Planning and Service Area

**1.1.2 PROGRAM SPECIFIC TERMS**

**Area Plan:** A plan developed by the Council outlining a comprehensive and coordinated service delivery system in its planning and service area in accordance with the Section 306 (42 U.S.C. 3026) of the Older Americans Act and the Department of Elder Affairs instructions.

**Area Plan Update:** A revision to the area plan wherein the Council enters Older Americans Act specific data in Client Information and Registration Tracking System (CIRTS). An update may also include other revisions to the area plan as instructed by Department of Elder Affairs.

**Child:** An individual who is not more than 18 years of age or an individual with disability.

**Family Caregiver:** An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual.

**Frail:** When an older individual is unable to perform at least two activities of daily living (ADLs) without substantial human assistance, including verbal reminding, physical cueing or supervision; or due to cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

**Grandparent:** A grandparent or step-grandparent of a child, or a relative of a child by blood, marriage or adoption and who lives with the child; is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

**1.2 GENERAL DESCRIPTION****1.2.1 General Statement**

The Older Americans Act (OAA) Program is a federal program initiative that provides assistance to older persons and caregivers and is the only federal supportive services program directed solely toward improving the

lives of older people. The program provides a framework for a partnership among the different levels of government and the public and private sectors with a common objective, improving the quality of life for all older individuals by helping them to remain independent and productive. The primary purpose of the OAA program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. The OAA program uses these systems to assist older individuals to attain and maintain maximum independence and dignity in a home environment and allows for the capability of self-care with appropriate supportive services.

### **1.2.2 Authority**

The relevant references authority governing the OAA program are:

- (1) Older Americans Act of 2006, as amended;
- (2) Rule 58A-1, Florida Administrative Code; and
- (3) Section 430.101, Florida Statutes.

### **1.2.2.1 Incorporation of Reference Memoranda**

In accordance with Ch. 287 F.S., as amended and Department of Financial Services', Chief Financial Officer Memoranda, the following memoranda are provided for informational purchases and incorporated by reference:

- (1) CFO Memo No. 02: Release date, August 20, 2010;
- (2) CFO Memo No. 03: Release date, June 29, 2010; and
- (3) CFO Memo No. 06: Release date, June 30, 2010.

### **1.2.3 Scope of Service**

The Contractor is responsible for the programmatic, fiscal, and operational management of the Title IIIB, Title IIIC1, Title IIIC2, and Title IIIE programs of the OAA within its designated sector outlined in the Contractor's service provider application (SPA). The scope of service includes planning, coordinating and assessing the needs of older persons, and assuring the availability and quality of services. The services shall be provided in a manner consistent with and described in both the current Contractor's service provider application and the current Department of Elder Affairs Programs and Services Handbook (**ATTACHMENT A**).

### **1.2.4 Major Program Goals**

The major goals of the OAA program are to improve the quality of life for older individuals, preserve their independence and prevent or delay more costly institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives that meet the diverse needs of elders and their caregivers.

## **1.3 INDIVIDUALS TO BE SERVED**

### **1.3.1 OAA Title III, General**

Consumers shall not be dually enrolled in an OAA program and a Medicaid capitated long-term care program.

### **1.3.2 OAA Title IIIB, Supportive Services**

Eligibility for OAA Title IIIB, Supportive Services, are as follows:

- (1) Individuals must be age 60 or older; and
- (2) Information and Referral/Assistance services are provided to individuals regardless of age.

### **1.3.3 OAA Titles IIIC1 and C2, Nutrition Services, General**

General factors that should be considered in establishing priority for Nutrition Services, both C1 and C2, include those older persons who meet the following:

- (1) Cannot afford to eat adequately;
- (2) Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
- (3) Have limited mobility which may impair their capacity to shop and cook for themselves; or
- (4) Have a disabling illness or physical condition requiring nutritional support or have been screened at a high nutritional risk

**1.3.3.1 Title IIIC1, Congregate Nutrition Services**

In addition to meeting the general nutrition services eligibility requirements listed in ATTACHMENT I, Paragraph 1.3.3, individuals must be mobile, not homebound and physically, mentally and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include the following:

- (1) Individuals age 60 or older; and
- (2) Any spouse (regardless of age) who attends the dining center with his/her eligible spouse;
- (3) Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;
- (4) Disabled persons who reside at home with and accompany an eligible person to the dining center; and
- (5) Volunteers, regardless of age, who provide essential services on a regular basis during meal hours.

**1.3.3.2 OAA Title IIIC2, Home Delivered Nutrition Services**

In addition to meeting the general nutrition services eligibility requirements listed in ATTACHMENT I, Paragraph 1.3.3., individuals must be homebound and physically, mentally or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include:

- (1) Individuals age 60 or older who are homebound by reason of illness, disability or isolation;
- (2) The spouse of a homebound eligible individual, regardless of age, if the provision of the collateral meal supports maintaining the person at home;
- (3) Individuals with disabilities, regardless of age, who reside at home with eligible individuals and are dependent on them for care; and
- (4) Persons at nutritional risk who have physical, emotional or behavioral conditions, which would make their presence at the congregate site inappropriate; and persons at nutritional risk who are socially or otherwise isolated and unable to attend a congregate nutrition site.

**1.3.4 OAA Title IIIE, Caregiver Support Services**

Eligibility for OAA Title IIIE, Caregiver Support Services, are as follows:

- (1) Family caregivers of individuals age 60 or older;
- (2) Grandparents (age 55 or older) or older individuals (age 55 or older) who are relative caregivers;
- (3) Priority will be given to family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and for grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities; and
- (4) For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term "frail" in OAA, Section 102 Paragraph 22.

**1.3.5 Targeted Groups**

Preference shall be given to those with the greatest economic and social need, with particular attention to low-income older individuals, including those that are low-income minorities, have limited English proficiency, and older individuals residing in rural areas.

**SECTION II – MANNER OF SERVICE PROVISION****2.1 SERVICE TASKS**

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

- (1) Client eligibility determination;
- (2) Targeting and screening of service delivery for new clients;
- (3) Delivery of services to eligible clients;
- (4) Use of volunteers to expand the provision of available services;
- (5) Monitoring the performance of its subcontractors; and
- (6) Grievance and Complaint Procedures.

**2.1.1 Client Eligibility Determination**

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

**2.1.2 Targeting and Screening of Service Delivery for New Clients**

The Contractor shall develop and implement policies and procedures consistent with OAA targeting and screening criteria.

**2.1.3 Delivery of Services to Eligible Clients**

The contractor shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. The Contractor shall ensure the performance and report performance of the following services in accordance with the current Department of Elder Affairs Programs and Services Handbook. The services funded pursuant to this contract are in accordance with the OAA, Title III, sections 321, 331, 336, and 373 as follows:

- (1) Section 321, Title IIIB Supportive Services;
- (2) Section 331, Title IIIC1 Congregate Nutrition Services;
- (3) Section 336, Title IIIC2 Home Delivered Nutrition Services; and
- (4) Section 373, Title IIIE Caregiver Support Services;

**2.1.3.1 Supportive Services**

Supportive services include a variety of community-based and home-delivered services that support the quality of life for older individuals by helping them remain independent and productive. Services include the following:

- |  |                                     |
|--|-------------------------------------|
| (1) Adult Day Care/Adult Day Health Care;          | (17) Material Aid;                  |
| (2) Caregiver Training/Support;                    | (18) Occupational Therapy;          |
| (3) Case Aid/Case Management;                      | (19) Outreach;                      |
| (4) Chore Services;                                | (20) Personal Care;                 |
| (5) Companionship;                                 | (21) Physical Therapy;              |
| (6) Counseling (Gerontological and Mental Health); | (22) Recreation;                    |
| (7) Education/Training;                            | (23) Respite Services;              |
| (8) Emergency Alert Response;                      | (24) Screening/Assessment;          |
| (9) Escort;  | (25) Shopping Assistance;           |
| (10) Health Support;                               | (26) Skilled Nursing;               |
| (11) Home Health Aid;                              | (27) Specialized Medical Equipment, |
| (12) Homemaker;                                    | Services and Supplies;              |
| (13) Housing Improvement;                          | (28) Speech Therapy;                |
| (14) Intake;                                       | (29) Telephone Reassurance; and     |
| (15) Interpreter/Translating;                      | (30) Transportation.                |
| (16) Legal Assistance;                             |                                     |

**2.1.3.2 Congregate Nutrition Services**

Nutrition services are provided in congregate settings and are designed to reduce hunger and food insecurity, promote socialization and the health and well being of older individuals by assisting them to gain access to nutrition and other disease prevention and health promotion services. Services include the following:

- (1) Congregate meals;
- (2) Congregate meals screening;
- (3) Nutrition education and nutrition counseling; and
- (4) Outreach.

**2.1.3.3 Home Delivered Nutrition Services**

In-home nutrition services are provided to reduce hunger and food insecurity; promote socialization and the health and well being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services. Services include the following:

- (1) Home delivered meals;
- (2) Nutrition education and counseling; and
- (3) Outreach.

**2.1.3.4 Caregiver Support Services (IIIE Program)**

The following services are intended to provide direct help to caregivers, assist in the areas of health, nutrition and financial literacy and assist caregivers in making decisions and problem solving related to their caregiving roles and responsibilities:

- |  |                                 |
|--|---------------------------------|
| (1) Adult Day Care/Adult Day Health Care;                  | (2) Caregiver Training/Support; |
| (3) Counseling (Gerontological and Mental Health);         | (4) Education/Training;         |
| (5) Financial Risk Reduction (Assessment and Maintenance); | (6) Information;                |
| (7) Intake;  | (8) Outreach;                   |
| (9) Referral/Assistance;                                   | (10) Respite Services;          |
| (11) Screening/Assessment; and                             | (12) Transportation.            |

**2.1.3.5 Caregiver Support Supplemental Services (IIIES Program):** The following services are provided to complement the care provided by caregivers.

- (1) Chore Services;
- (2) Housing Improvement;
- (3) Legal Assistance;
- (4) Material Aid; and
- (5) Specialized Medical Equipment, Services and Supplies.

**2.1.3.6 Caregiver Support Grandparent Services (IIIEG Program):** Services for grandparents or older individuals who are relative caregivers designed to help meet their caregiving obligations include:

- |  |                          |
|--|--------------------------|
| (1) Caregiver Training/Support;                    | (2) Child Day Care;      |
| (3) Counseling (Gerontological and Mental Health); | (4) Education/Training;  |
| (5) Information;                                   | (6) Legal Assistance;    |
| (7) Outreach;                                      | (8) Referral/Assistance; |
| (9) Screening/Assessment;                          | (10) Sitter; and         |
| (11) Transportation                                |                          |

**2.1.4 Use of Volunteers to Expand the Provision of Available Services**

**2.1.4.1** The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings. The Contractor shall provide a quarterly report of volunteer activities and services in a format provided by the Council.

**2.1.4.2** The Contractor shall submit a quarterly report of volunteer activities and services in a format provided by the Council. The quarterly report schedule is as follows:

<u>Report Period</u>	<u>Report Due Date</u>
January 1 - March 31	April 10, 2014
April 1- June 30	July 10, 2014
July 1- September 30	October 10, 2014
October 1 - December 31	January 10, 2015

**2.1.5 Use of Subcontractors**

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

The Contractor shall not permit a subcontractor to perform services related to this agreement without having a binding subcontractor agreement executed. In accordance with section 24.1 of the Standard Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

#### **2.1.5.1 Monitoring Performance of Subcontractors**

The Contractor shall monitor at least once per year each of its subcontractors. The Contractor shall perform fiscal, administrative and programmatic monitoring of each subcontractor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods and other performance goals stated in this contract are achieved.

#### **2.1.6 Contractor Outreach Reporting Requirements**

The Contractor shall document its performance of outreach activities, by establishing a uniform reporting format that includes the following: number and type of provider events or activities; date and location; total number of participants at each event or activity; individual service needs identified; and referral sources or information provided. The Contractor shall provide a report on outreach activities semi-annually. The first report, for outreach activities from 01/01/2014 through 06/30/2014, is due on August 20, 2014. The second report, for outreach activities from 07/01/2014 through 12/31/2014 is due on February 20, 2015.

#### **2.1.8 Grievance and Complaint Procedures**

##### **2.1.8.1 Grievance Procedures**

The Contractor shall comply with and ensure compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

##### **2.1.8.2 Complaint Procedures**

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature and the determination of each complaint.

#### **2.2 SERVICE TIMES**

The Contractor shall ensure the provision of the services listed in the contract during normal business hours unless other times are more appropriate to meet the performance requirements of the contract, and it shall monitor its subcontractors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service community.

#### **2.3 DELIVERABLES**

##### **2.3.1 Programmatic Operations/Administration**

The Contractor shall ensure the provision of services outlined in Section 2.3.2 in accordance with the Department of Elder Affairs Programs and Services Handbook through its review of reports outlined in Section 2.4 of this agreement at least as follows:

- A) monthly review of surplus/deficit reports and CIRTs data accuracy reports.
- B) semi-annual review of service cost reports.

##### **2.3.2 Service Unit**

The Contractor shall ensure the provision of the services described in the contract in accordance with the current Department of Elder Affairs Programs and Services Handbook and the services tasks described in Section 2.1.

The chart below lists the services allowed and the units of measurement. Units of services will be paid pursuant to the rate established in the 2014 Service Provider Application and approved by the Council.

Service		Unit of Service
Adult Day Care Caregiver Training/Support Child Day Care Chore Services Congregate Meals Screening Counseling Services Health Support Homemaker	Housing Improvement Intake Legal Assistance Nutrition Counseling Personal Care Recreation Respite Services Screening/Assessment	Hour
Education/Training Material Aid Nutrition Education Outreach Specialized Medical Equipment, Services and Supplies		Episode
Transportation		One-Way Trip
Congregate and Home Delivered Meals		Meal

## 2.4. REPORTS

The Contractor shall respond to additional routine and/or special requests for information and reports required by the Council in a timely manner as determined by the Contract Manager.

The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Council's reporting requirements.

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

The Contractor is required to submit a service provider application update wherein the Council enters OAA specific data in CIRTIS.

### 2.4.2. Client Information and Registration Tracking System (CIRTIS) Reports

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

- |                                  |  |
|----------------------------------|--|
| (1) Client Reports;              | (2) Monitoring Reports;                |
| (3) Services Reports;            | (4) Miscellaneous Reports;             |
| (5) Fiscal Reports;              | (6) Aging Resource Center Reports; and |
| (7) Outcome Measurement Reports. |  |

### 2.4.3. Service Costs Reports

The Contractor is required to submit semi-annual and annual service cost reports that reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The first semi-annual report encompassing the six months ending 06/30/2014 is due on August 20, 2014. The second semi-annual report encompassing the twelve months ending 12/31/2014 is due on February 20, 2015.

### 2.4.4. Surplus/Deficit Report

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

- (1) A list of all services and their current status regarding surplus or deficit;
- (2) The contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the contractor's Board of Directors on resolution of spending issues, if applicable
- (5) Number of clients currently on Assessed Priority Consumer List (APCL) that receive a priority ranking score of 4 or 5; and
- (6) Number of clients currently on the APCL designated as Imminent Risk.

#### **2.4.5 Background Screening Affidavit of Compliance**

To demonstrate compliance with Section 8 of the Standard Contract, the Contractor shall submit ATTACHMENT E, Background Screening Affidavit of Compliance annually with signed contract and no later than January 2nd.

### **2.5 RECORDS AND DOCUMENTATION**

The Contractor will ensure the collection and maintenance of client and service information on a monthly basis from the CIRTIS or any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Department of Elder Affairs standards.

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

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

### **2.6 PERFORMANCE SPECIFICATIONS**

#### **2.6.1 Outcomes**

- (1) The Contractor shall ensure services provided under this contract are in accordance with the current Department of Elder Affairs Programs and Service Handbook.
- (2) The Contractor shall timely submit to the Council all reports described in **ATTACHMENT I, Paragraph 2.4. REPORTS;**
- (3) The Contractor shall timely submit to the Council all information described in **ATTACHMENT I, Paragraph 2.5. RECORDS AND DOCUMENTATION;**

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

- (1) Percent of most frail elders who remain at home or in the community instead of going into a nursing home;
- (2) Percent of Adult Protective Services (APS) referrals who are in need of immediate services to prevent further harm who are served within 72 hours;
- (3) Average monthly savings per consumer for home and community-based care versus nursing home care for comparable client groups;
- (4) Percent of elders assessed with high or moderate risk environments who improved their environment score;
- (5) Percent of new service recipients with high-risk nutrition scores whose nutritional status improved;
- (6) Percent of new service recipients whose ADL assessment score has been maintained or improved;
- (7) Percent of new service recipients whose IADL assessment score has been maintained or improved;
- (8) Percent of family and family-assisted caregivers who self-report they are very likely to provide care;



- (9) Percent of caregivers whose ability to continue to provide care is maintained or improved after one year of service intervention (as determined by the caregiver and the assessor); and
- (10) Percent of customers who are at imminent risk of nursing home placement who are served with community based services.

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

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

### **2.7.1 Matching, Level of Effort, and Earmarking Requirements**

The Contractor's match will be made in the form of local cash, and/or in-kind resources. Recipients of Older Americans Act services are required to provide at least 10 percent of the funding needed to deliver the services. The match required in this contract between the Council and the contractor may include funds raised by the Council to help defray the contractor's obligation to produce this match. Such match assistance, if any, is separately identified in Paragraph 4 of this contract. Match must be reported by title each month. At the end of the contract period, all OAA funds must be properly matched.

### **2.7.2 Consumer Contributions**

Consumer contributions are to be used under the following terms:

- (1) The Contractor assures compliance with Section 315 of the Older Americans Act as amended in 2006, in regard to consumer contributions;
- (2) Voluntary contributions are not to be used for cost sharing or matching;
- (3) Accumulated voluntary contributions are to be used prior to requesting federal reimbursement; and
- (4) Voluntary contributions are to be used only to expand services.

### **2.7.3 Use of Service Dollars and Management of the Assessed Priority Consumer List**

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

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

### **2.7.5 Title III Funds**

The Contractor assures compliance with Section 306 of the Older Americans Act, as amended in 2006, that funds received under Title III will not be used to pay any part of a cost (including an administrative cost) incurred by the Contractor to maintain a contractual or commercial relationship that is not carried out to implement Title III.

## **2.8 COUNCIL'S RESPONSIBILITIES**

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

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

### **2.8.2 Contract Monitoring**

The Council will review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit. The Council's determination of acceptable performance shall be conclusive. The Contractor agrees to

cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

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

### **SECTION III: METHOD OF PAYMENT**

#### **3.1 General Statement of Method of Payment**

The method of payment for this contract includes advances and fixed rate for services. The Contractor shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The Contractor shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the Council on forms 106A and 105A, **ATTACHMENT IX**.

- 3.1.1** The Contractor agrees to distribute funds as detailed in the service provider application and the **Budget Summary, ATTACHMENT VIII**. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Finance Director will issue a budget revision letter. An amendment is required to change the total amount of the contract.

#### **3.2 Advance Payments**

The contractor may request up to two months of advances at the start of the contract period, if available, to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the DOEA by the State of Florida ("budget release"). The Contractor shall provide the Council's Fiscal Department documentation justifying the need for an advance and describing how the funds will be distributed.

- 3.2.1** The Contractor's requests for advance require the approval of the Council's Finance Director. If sufficient budget is available, the Council will issue approved advance payments after January 1, 2014.
- 3.2.2.** All advance payments made to the Contractor shall be returned to the Council as follows: one – twelfth of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number three, in accordance with the **Invoice Schedule, ATTACHMENT VII** to this contract.
- 3.2.3** Interest earned on advances must be identified separately by source of funds, state or federal. Contractors shall maintain advances of federal funds in FDIC interest bearing accounts unless otherwise exception is made in accordance with 45 CFR 74.22(k). Earned interest must be returned to the Council at the end of each quarter of the contract period.

#### **3.3 Invoice Submittal and Requests for Payment**

All requests for payment and expenditure reports submitted to support requests for payment shall be on DOEA forms 106A and 105A, **ATTACHMENT IX**.

##### **3.3.1 Remedies-Nonconforming Services**

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

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

### **3.3.2 Financial Consequences**

Contractor shall ensure the provision of services to the projected number of clients in accordance with the service provider application as updated and within the contract amount. The Contractor shall ensure expenditure of 100% of the contract amount budgeted for services to clients at the unit rates established in the service provider application. In the event the Contractor has a surplus of 1% or more at the end of the first year of the contract term, the Council will reduce 1% of the contract budget for the second year of the contract term. If, or to the extent, there is any conflict between this paragraph and paragraphs 40 and 40.1 of the standard contract, this paragraph shall have precedence.

**3.3.3** All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is **ATTACHMENT VII** to this contract.

**3.3.4** Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in **ATTACHMENT VIII, Budget Summary**.

**3.3.5** Any payment due by the Council under the terms of this contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 27 of this contract.

**3.3.6** Final request for budget revision or adjustments must be submitted to the Council's Contract Manager no later than December 31, 2014.

### **3.4 Consequences for Noncompliance**

Contractor shall ensure 100% of the deliverables identified in Section 1.2.3 Scope of Services are performed pursuant to contract requirements, and as described in Section 2.3.1 are identified as major deliverables in this contract.

If at any time the Contractor is notified by the Council's Contract Manager that it has failed to correctly, completely, or adequately perform these major deliverables, the Contractor will have 10 days to submit a Corrective Action Plan ("CAP") to the Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Contract Manager. The Council shall assess a Financial Consequence for Non-Compliance on the Contractor for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.

In the event Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the deficiency is not corrected. The Council may also deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the Contractor fails to timely submit a CAP.

If Contractor fails to timely submit a CAP plan, the Council shall deduct 1% of the monthly value of the administrative funds in the contract for each day the CAP is overdue, beginning the 11th day after notification by the Council's Contract Manager of the deficiency. The deduction will be made from the payment for the invoice of the following month.

If, or to the extent, there is any conflict between this paragraph and paragraphs 40 and 40.1 of the standard contract, this paragraph shall have precedence.

**3.5 Date for Final Request for Payment**

The final request for payment will be due to the Council no later than January 22, 2015.

**3.6 Documentation for Payment**

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

**3.6.1** The Contractor shall ensure subcontractors enter all required data per the DOEA's CIRTIS Policy Guidelines for clients and services in the CIRTIS database. The data must be entered into CIRTIS before the subcontractors submit their request for payment and expenditure reports to the Contractor. The Contractor shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Council.

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

**ATTACHMENT II****CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS,  
GRANTS, LOANS AND AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subcontractors will certify and disclose accordingly.

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

---

Signature

---

Date

---

JA114-08-2014

Name of Authorized Individual

Application or Agreement Number

/ Northwest Focal Point Senior Center District  
6009 NW 10th Street, Margate FL 33063

---

Name and Address of Organization

**ATTACHMENT III****FINANCIAL AND COMPLIANCE AUDIT**

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

**MONITORING**

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

**AUDITS****PART I: FEDERALLY FUNDED**

This part is applicable if the contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the contractor expends \$500,000 or more in Federal awards during its fiscal year, the contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Council and/or the Department of Elder Affairs by this agreement. In determining the Federal awards expended in its fiscal year, the contractor will consider all sources of Federal awards, including Federal resources received from the Council and/or the Department of Elder Affairs. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the contractor will fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the contractor expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the contractor expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from contractor resources obtained from other than Federal entities.)

An audit conducted in accordance with this part will cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Council and/or the Department of Elder Affairs will be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements will disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council and/or the Department of Elder Affairs will be fully disclosed in the audit report with reference to the Council and/or the Department of Elder Affairs agreement involved. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards will identify expenditures by agreement number for each agreement with the Council and/or the Department of Elder Affairs in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the contractor's fiscal year end.

**PART II: STATE FUNDED**

This part is applicable if the contractor is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event that the contractor expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such contractor (for fiscal years ending September 30, 2004 or thereafter), the contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this agreement indicates state financial assistance awarded through the Council and/or the Department of Elder Affairs by this agreement. In determining the state financial assistance expended in its fiscal year, the contractor will consider all sources of state financial assistance, including state financial assistance received from the Council and/or the Department of Elder Affairs, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

If the contractor expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the contractor expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the contractor resources obtained from other than State entities).

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

### **PART III: REPORT SUBMISSION**

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement will be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the contractor directly to each of the following:

The Council at the following address:

**Areawide Council on Aging of Broward County, Inc**  
**5300 Hiatus Road**  
**Sunrise, FL 33351**  
**(954) 745-9567**

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

**Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132**

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Sections .320(f), OMB Circular A-133, as revised, the contractor will submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Council at the following address:

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

Additionally, copies of financial reporting packages required by Part II of this agreement will be submitted by or on behalf of the contractor directly to each of the following:

The Council at the following address:

**Areawide Council on Aging of Broward County, Inc  
5300 Hiatus Road  
Sunrise, FL 33351  
(954) 745-9567**

The Auditor General's Office at the following address:

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

Any reports, management letter, or other information required to be submitted to the Council pursuant to this agreement will be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the contractor in correspondence accompanying the reporting package.

#### **PART IV: RECORD RETENTION**

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



**ATTACHMENT III  
EXHIBIT – 1**

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

<b>Program Title</b>	<b>Year</b>	<b>Funding Source</b>	<b>CFDA#</b>	<b>Fund Amounts</b>
Title IIIB Support Services	2014	U.S. Dept. of Health and Human Services	93.052	\$217,767.00
Title IIIB Council Match	2014		N/A	\$24,197.00
Title IIIE Support Services	2014	U.S. Dept. of Health and Human Services	93.052	\$3,000.00
Title IIIE Council Match	2014		N/A	\$334.00
<b>TOTAL FUNDS CONTAINED IN THIS CONTRACT:</b>				<b>\$245,298.00</b>

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

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS**

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

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

<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CSFA</b>	<b>AMOUNT</b>
<b>TOTAL AWARD</b>			<b>\$</b>

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

**ATTACHMENT III  
EXHIBIT-2**

**PART I: AUDIT RELATIONSHIP DETERMINATION**

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 69I-5.006, FAC, provider has been determined to be:

☐ Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.

☒ Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by the council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section \_ .400 OMB Circular A-133 [federal awards].

**PART II: FISCAL COMPLIANCE REQUIREMENTS**

**FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS.** Providers who receive Federal awards or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules and regulations:

**STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:**

2 CFR Part 225 Cost Principles for State, Local and Indian Tribal Governments (Formerly OMB Circular A-87)\*

OMB Circular A-102 – Administrative Requirements

OMB Circular A-133 – Audit Requirements

Reference Guide for State Expenditures

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

**NON-PROFIT ORGANIZATIONS MUST FOLLOW:**

2 CFR Part 230 Cost Principles for Non-Profit Organizations (Formerly OMB Circular A-122 – Cost Principles)\*

2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)

Requirements)

OMB Circular A-133 – Audit Requirements

Reference Guide for State Expenditures

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

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

2 CFR Part 220 Cost Principles for Educational Institutions OMB (Formerly Circular A-21 – Cost Principles)\*

2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)

OMB Circular A-133 – Audit Requirements

Reference Guide for State Expenditures

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

\*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

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

Section 215.97, Fla. Stat.

Chapter 69I-5, Fla. Admin. Code

State Projects Compliance Supplement

Reference Guide for State Expenditures

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

**ATTACHMENT IV****CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR AGREEMENTS,  
GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned, an authorized representative of the contractor named in the contract or agreement to which this form is an attachment, hereby certifies that:

- (1) The contractor and any sub-contractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
- (2) Management Information Systems used by the contractor, sub-contractor(s), or any outside entity on which the contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, contractor(s) will take immediate action to assure data integrity.
- (3) If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the contractor (represented by the undersigned) and purchased by the State will be verified for accuracy and integrity of data prior to transfer.

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the State, and without interruption to the ongoing business of the state, time being of the essence.

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

The contractor will require that the language of this certification be included in all subagreements, subgrants, and other agreements and that all sub-contractors will certify compliance accordingly.

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

Northwest Focal Point Senior Center District

6009 NW 10th Street, Margate FL 33063

Name and Address of Contractor

Signature

Title

Date

Name of Authorized Signer

(Revised June 2008)

**ATTACHMENT V****CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective contractor certifies, by signing this certification, neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective participant will attach an explanation to this certification.

---

 Signature

---

 Date

---

 Title

---

Northwest Focal Point Senior Center District  
 Agency/Organization

(Certification signature should be same as Contract signature.)

**Instructions for Certification**

1. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," and "voluntarily excluded," as used herein, have the meanings set out in the sections of rules implementing Executive Order 12549. (2 CFR 180.5-180.1020, as supplemented by 2 CFR 376.10-376.995). You may contact the Contract Manager for assistance in obtaining a copy of those regulations.
2. This certification is a material representation of facts upon which reliance was placed when the parties entered into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the council may pursue available remedies, including suspension and/or debarment.
3. The contractor will provide immediate written notice to the Contract Manager if at any time the contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The contractor may decide the method and frequency by which it determines the eligibility of its principals. Each participant to a lower tier covered transaction may, but is not required to, check the Excluded Parties List System (EPLS).
4. The contractor will include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" in all its lower tier covered transactions and in all solicitations for lower tier covered transactions.
5. The contractor agrees that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation, unless otherwise authorized by the federal government.
6. If the contractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the council may pursue available remedies, including suspension, and/or debarment.
7. The contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

(Revised June 2008)

## ATTACHMENT VI

**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

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

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

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

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

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION Northwest Focal Point Senior Center District 6009 NW 10th Street, Margate FL 33063	DATE SUBMITTED

**ATTACHMENT VII****INVOICE SCHEDULE****OLDER AMERICANS ACT PROGRAM  
AGREEMENT REPORT CALENDAR**

Report Number	Based On	Submit to Council by This Date
1	January Advance*	January 1
2	February Advance*	January 1
3	January Expenditure Report	February 5
4	February Expenditure Report	March 5
5	March Expenditure Report	April 7
6	April Expenditure Report	May 6
7	May Expenditure Report	June 5
8	June Expenditure Report	July 7
9	July Expenditure Report	August 5
10	August Expenditure Report	September 5
11	September Expenditure Report	October 7
12	October Expenditure Report**	November 5
13	November Expenditure Report/Jan. Adv. Recon.**	December 5
14	December Expenditure Report/Feb. Adv. Recon.**	January 6
15	Pre-Final Expenditure and Final Request for Pmt. Report	January 22

Legend: \* Advance based on projected cash need.  
 \*\* Recoupment of advance due with this report.

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

Note # 2: Report numbers 3 and 14 will reflect an adjustment of one twelfth of the total advance amount, on each of the reports respectively, repaying advances for the first two months of the agreement. The adjustment will be recorded in Part C, 1 of the report (Attachment X, Federal Funds).

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

Note # 4: Reports submitted after the 8th of the month will be processed the following month.

**ATTACHMENT VIII****OLDER AMERICANS ACT****BUDGET SUMMARY – III B**

<b>FIXED SERVICES</b>	<b>Total Units</b>	<b>Unit Rate</b>	<b>Federal Funds</b>	<b>Council Match Funds</b>	<b>Total Reimbursement</b>
<b>TOTAL III B CONTRACT AMOUNT</b>			<b>\$217,767.00</b>	<b>\$24,197.00</b>	<b>\$241,964.00</b>

**BUDGET SUMMARY – III E**

<b>FIXED SERVICES</b>	<b>Total Units</b>	<b>Unit Rate</b>	<b>Federal Funds</b>	<b>Council Match Funds</b>	<b>Total Reimbursement</b>
<b>TOTAL III E CONTRACT AMOUNT</b>			<b>\$3,000.00</b>	<b>\$334.00</b>	<b>\$3,334.00</b>
<b>TOTAL CONTRACT AMOUNT</b>			<b>\$220,767.00</b>	<b>\$24,531.00</b>	<b>\$245,298.00</b>



**ATTACHMENT IX**

**Forms will be provided separately**

**ATTACHMENT A**

Department of Elder Affairs Programs & Services Handbook, provided on CD.  
Also, available at the Department's Intranet site under, "Publications".

**ATTACHMENT B****STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS  
CIVIL RIGHTS COMPLIANCE CHECKLIST**

Northwest Focal Point Senior Center District	County Broward	AAA/Contractor
6009 NW 10th Street	Completed By	
Margate, FL 33063	Date	Telephone 954-973-0300

**PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.**

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

---



---



---

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
---------	---------	---------	------------	---------	----------	--	--

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
---------	---------	---------	------------	---------	----------	------------	-----------

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

**PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.**

6. Is an Assurance of Compliance on file with DOEA? If NA or NO, explain.

 NA YES NO  
☐ ☐ ☐


---



---

7. Compare the staff composition to the population. Is staff representative of the population?

 NA YES NO  
☐ ☐ ☐

If NA or NO, explain.

---



---

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain.

 NA YES NO  
☐ ☐ ☐


---



---



---

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain.

 NA YES NO  
☐ ☐ ☐


---



---

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain.

 NA YES NO  
☐ ☐ ☐


---



---

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain.

 NA YES NO  
☐ ☐ ☐


---



---

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain.

NA YES NO

☐ ☐ ☐

13. Are employees, applicants and participants informed of their protection against discrimination?

If yes, how?

Verbal ☐

Written ☐

Poster ☐

If NA or NO, explain.

NA YES NO

☐ ☐ ☐

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility.

NA NUMBER

☐ \_\_\_\_\_

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain.

NA YES NO

☐ ☐ ☐

### PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain.

YES NO

☐ ☐

17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain.

YES NO

☐ ☐

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain.

YES NO

☐ ☐

19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain.

YES NO

☐ ☐

20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain.

YES NO

☐ ☐

### PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain.

YES NO

☐ ☐

#### DOEA USE ONLY

Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent <input type="checkbox"/> ____/____/____ <input type="checkbox"/>
Date	Telephone	Response Due ____/____/____
On-Site <input type="checkbox"/>	Desk Review <input type="checkbox"/>	Response Received ____/____/____

**INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST**

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEAs recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy

- or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).
13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
  14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
  15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
  16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
    - ☐With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
    - ☐Modify policies and practices that do not meet Section 504 requirements.
    - ☐Take remedial steps to eliminate any discrimination that has been identified.
    - ☐Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
  17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
  18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
  19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
  20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
  21. Programs/facilities with 50 or more employees and \$50,000 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

**ATTACHMENT C****Social Media Policy****1.0 Purpose**

The purpose of this policy is to establish guidelines for the use of social media. This policy must be followed in conjunction with the Department's Computer Use Policy #420.10, Chapter 60L-36, Conduct of Employees, Florida Administrative Code, and any other personnel policies regarding employee conduct.

**2.0 Scope**

This policy applies to employees, contracted employees, consultants, OPS, and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the Department's computer resource systems must comply with this policy. This policy applies to use of personal social media accounts accessed from both personal and DOEA owned or leased computers and other wireless communication devices such as cell phones and personal digital assistants.

**3.0 Policy**

Social media is a term commonly used to describe websites and online tools which allow users to interact with each other by sharing information, opinions, knowledge and interests. Social media includes, but are not limited to, blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, SMS (texting), social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

The Department recognizes that social media are powerful communications tools that can be used to enhance services, promote collaboration, provide information and for personal enrichment. The Department respects the rights of employees to use these tools as a medium of self-expression. The Department also recognizes that permitting the use of such tools is not without risk, and has developed the following guidelines that employees must observe when using social media.

Please be aware that the Department's official electronic business is primarily conducted via the Department's email system therefore; if employees, contracted employees, consultants, OPS, and volunteers use social media to conduct official Department business then they must provide notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's or entity's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

**4.0 Guidelines for Employees**

**4.1 Respect Department time and property:** Use of Department computers and other wireless communication devices are designed and intended to assist the employee in the accomplishment of the employee's job assignments. Social networking must not interfere with the employee's timely performance of work obligations. Reasonable use of social media for personal use is permitted during breaks and lunch. Excessive use of social media during work hours is prohibited and may be grounds for disciplinary action as provided in Chapter 60L-36, Florida Administrative Code.

**4.2 Confidential Information:** Employees are prohibited from posting any confidential, proprietary, copyrighted, protected health information (PHI) or otherwise legally protected information or materials on their social networking accounts.

**4.3 Respectful Communications:** State Employees must remember to conduct themselves, on and off the job, in a manner that will not bring discredit or embarrassment to the state, its employees or agents. This includes online activity. See Rule 60L-36.005, Florida Administrative Code. Be respectful when using social media especially in communications and blogs related to or referencing the Department, an affiliate, or partner. Information exchanged on social networking sites can be accessed by vendors, suppliers, and business partners and can be kept on-line, in theory, forever.

- a. Employees are prohibited from using social networking accounts to harass, bully, threaten, libel, malign, defame, disparage, or discriminate against co-workers, managers, vendors, or anyone else. Behaviors that constitute harassment and bullying include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color, age, or disability; sexually explicit or suggestive, humiliating, or demeaning comments; threats to stalk, haze, or physically injure another employee.
- b. Supervisors, managers and administrators are cautioned to remember that if they “friend” subordinates, or subordinates of other supervisors, managers, and administrators they need to maintain the same appropriate professional relationship online as in the office.
- c. Employees are prohibited from writing about, posting pictures of, or otherwise referring to any other employees without their permission.
- d. Employees should refrain from using profane and vulgar language and avoid discussions of conduct that is prohibited by Department policies, such as alcohol or drug use on state property or during work hours.

**4.4 Use Personal Email Addresses Only On Social Networking Sites:** Department email addresses should be used only for work-related communications. The “elderaffairs.org” address attached to your name implies that you are acting on the Department’s behalf and all actions are public and subject to public records laws.

**4.5 Remember You Are Responsible For What You Post:** You are responsible for any of your online activity conducted either on your own computer or with a Department email address, and/or which can be traced back to the Department’s domain, and/or which uses Department assets, networks, and resources.

**4.6 Disclaimers on Personal Sites:** If you identify yourself as an employee of the Department, please remember to identify your views and opinions as your own. You must note that the views expressed are your own and do not necessarily reflect the views of the Department.

**4.7 Monitoring:** In conjunction with the Department’s Computer Use Policy, the Department reserves the right, at its discretion, to review any employee’s electronic files and messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law and with this and other Department policies.

- a. Employees must understand that anything they post online from any computer is public and employees should not assume that they have a right to privacy with regards to



electronic communications that are sent, received, created, accessed, obtained, viewed, or stored on the Department's systems.

- b. As a matter of policy, however, the Department will not systematically monitor an employee's use of social media unless it is necessary for non-investigatory, work-related purposes, or for investigations of allegations of work-related misconduct.

**5.0 Modifications:** The Department reserves the right to modify, discontinue or replace the policy or any terms of the policy. The Department will endeavor to give notice of all changes to its Social Media Policy.

**6.0 Enforcement:** Any employee found to have violated this policy may be subject to disciplinary action, up to and including dismissal, as provided by Rule 60L-36.005, Florida Administrative Code.

**7.0 Guidelines for Affiliates Hosting Social Network Sites:** This policy applies to any organization or entity affiliated with the Department of Elder Affairs that chooses to maintain a social networking service using the Department's computer resource systems. Please remember that the Department's official electronic business is primarily conducted via the Department's email system and not through social media.

**7.1 Development and Maintenance:** Organizations or entities affiliated with the Department must use good judgment and professionalism when creating and maintaining a social networking page. Be cognizant that what is posted by the organization reflects on the Department.

**7.2 Post Accurate Information:** The organization or entity must post accurate information and promptly correct any misinformation posted.

**7.3 Removal of Inappropriate Content:** The organization must be responsible for screening and removing content that is offensive, rude, discriminatory, vulgar, libelous, or in any other respect violates this Department policy or its contracts.

**7.4 Public Records:** All content on the organization's or entity's page, including information about the organization's friends list, is subject to disclosure under Florida's Public Record Act. Therefore, the organization or entity must post a notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

**7.5 Retention of Records:** The organization or entity is required to have the capacity to electronically archive or store all communications sent or received on social networking sites that involve Department business. Entities must follow the public records retention schedule as set forth in the State of Florida General Records Schedule for State and Local Government Agencies. The Department's Information Technology department is available to assist if needed.

**7.6 Communications:** Any communications on any social networking site regarding Department business is subject to Florida's Government in the Sunshine Law. For example, members of a council, board or commission may not engage on any social networking site in a discussion of matters that foreseeably will come before the council, board or committee for official action.

## Provider's State Contracts List

REPORT PERIOD: From

To

### PROVIDER INFORMATION:

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

FEID: \_\_\_\_\_

Contact: \_\_\_\_\_

	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
<b>Total</b>									

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_



## BACKGROUND SCREENING

## Affidavit of Compliance

**AUTHORITY:** This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term “employer” means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is a person at least 18 years of age who, pursuant to a program to provide services to the elderly, has direct face-to-face contact with a client while providing services, or has access to the client’s living area, funds, or personal property. A direct service provider also includes coordinators, managers, and supervisors of residential facilities; and volunteers. § 430.0402, Fla. Stat.

**ATTESTATION:**

As the duly authorized representative of \_\_\_\_\_  
Employer Name

located at \_\_\_\_\_  
*Street Address City State Zipcode*

I, \_\_\_\_\_ do hereby affirm under penalty of perjury,  
Name of Representative

that level 2 background screening has been conducted in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes.

Signature of Representative

Date \_\_\_\_\_

STATE OF FLORIDA, COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name of Representative) who is personally known to me or produced \_\_\_\_\_ as proof of identification.

Print, Type, or Stamp Commissioned Name of Notary Public

Notary Public

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

The undersigned, an authorized representative of the Contractor named in the contract or agreement to which this form is an attachment, hereby certifies that:

- (1) The Contractor understands that pursuant to s. 287.135 F.S., any company at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, that is on the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Sector List (collectively, “the Lists”) is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with the Department of Elder Affairs (Department) for goods or services of \$1 million or more.
- (2) The Contractor understands that, pursuant to s. 287.135 F.S., any company that submits a false certification to the Department is subject to civil penalties, attorney’s fees and costs and any costs for investigations that led to the finding of false certification.
- (3) The Contractor understands that the contract to which this form is an attachment may be terminated by the Department if the Contractor submits a false certification or has been placed on the Lists.  
This certification, required by Florida law, is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

\_\_\_\_\_  
Signature  
(Same as contract signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Northwest Focal Point Senior Center District  
Company Name

**Verification of Employment Status Certification**

As a condition of contracting with the Areawide Council on Aging of Broward County, Inc., Northwest Focal Point Senior Center District, hereby referred to as Contractor certifies the use of the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of (a) all persons employed during the contract term to perform employment duties pursuant to this Agreement and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to this Agreement during the Agreement term.

\_\_\_\_\_  
Signature  
(Same as contract signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Northwest Focal Point Senior Center District  
Company Name