

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." This Contract is subject to all provisions contained in the MASTER CONTRACT executed between the Council and the Contractor, Contract No. JM014-08-2017, and its successor, incorporated herein by reference.

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 for the Council.

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

**1. Purpose of Contract**

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

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

The contract will incorporate attachments, proposal(s), service provider application(s), grant agreements, relevant Department of Elder Affairs' handbooks, manuals or desk books and Master Contract JM014-08-2017, 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 reference above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

**3. Term of Contract**

This contract shall begin at twelve (12:00) A.M., Eastern Standard Time January 1, 2017 or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M. Eastern Standard Time December 31, 2017.

**4. Contract Amount**

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$265,267.11**, subject to the availability of funds. **\$217,785.41** represents Federal Older Americans Act (OAA) Title III B funds, **\$40,815.00** represents Areawide Council on Aging (AAA) local matching funds for Title III B. **\$ 6,000.00** represents Federal OAA Title III E funds and **\$666.70** 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 charge. 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. 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 exempt 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.

**6.1** Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

**6.2 Background Screening Affidavit of Compliance** - To demonstrate compliance with section 6 of the Master Contract, the Contractor shall submit ATTACHMENT IX, Background Screening Affidavit of Compliance annually, by January 5, 2017.

**7. Nondiscrimination-Civil Rights Compliance**

**7.1** The Contractor shall execute assurances in ATTACHMENT II that it will not discriminate against any person in the provision of services or benefits under any contract or agreement incorporating this Master Contract by reference 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, sub grantees, 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. The Contractor shall complete and sign ATTACHMENT II prior to the execution of the Master Contract.

**7.2** During the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, ATTACHMENT VIII.

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

**7.4** If any contract or agreement incorporating this Master Contract by reference, 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.

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

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

**9. All Terms and Conditions Included:**

This contract and its Attachments, I - IX 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 shall supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this contract, the Parties agree that they have read and agree to the entire contract.

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IN WITNESS THEREOF, the parties hereto have caused this 39 page Contract 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: DEBORAH G. RAND

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**

**AAA** – Area Agency on Aging

**ACL** – Administration on Community Living

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

**APCL** – Assessed Priority Consumer List

**APS** – Adult Protective Services

**CDSME** – Chronic Disease Self-Management Education

**CDSMP** – Chronic Disease Self-Management Program

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

**DOEA** – Florida Department of Elder Affairs

**EBDPHPP** – Evidence-Based Disease Prevention and Health Promotion Program

**I&R** – Information and Referral

**IADL** – Instrumental Activities of Daily Living

**NCOA** – National Council on Aging

**OAA** – Older Americans Act

**OA3D** – Older Americans Act Title III D

**OAA** – Older Americans Act

**PSA** – Planning and Service Area

**SPA** – Service Provider Application

**1.1.2 PROGRAM SPECIFIC TERMS**

**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 (DOEA).

**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 DOEA instructions.

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

**Criteria:** A standard which the Administration on Aging/Administration on Community Living set for the Title IIID program.

**Description of Event:** A description of what took place during the activity.

**Direct Elders Served:** The number of elders who participated in the program.

**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.

**Living Healthy:** Also known as Chronic Disease Self-Management Program (CDSMP) for the State of Florida.

**Provider:** A provider is the organization/individual actually conducting the direct service to the clients. CIRTS entries where provider is listed should be the actual organization conducting the service. On the Monthly Programmatic Report, this should be the same provider.

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

### 1.2.1 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

All applicable federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

- (1) Older Americans Act of 1965, as amended;
- (2) Rule 58A-1, Florida Administrative Code;
- (3) Section 430.101, Florida Statutes; and
- (4) Catalog of Federal Domestic Assistance No. 93.043, 93.044, 93.045, and 93.052.

**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, Title IIID 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.

**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 CLIENTS TO BE SERVED****1.3.1 General Statement**

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.

**1.3.2 OAA Title III, General**

Consumers shall not be dually enrolled in an OAA program and a Medicaid capitated long-term care program, with the exception of consumers in need of OAA Legal Assistance and Congregate Nutrition Meals (See NOI #032515-1-PC-SCBS) services.

**1.3.3 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.

**1.3.4 OAA Titles IIIC1 and IIIC2, 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

**1.3.4.1 Title IIIC1, Congregate Nutrition Services**

In addition to meeting the general nutrition services eligibility requirements listed in Attachment I, Section 1.3.4, 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.

#### **1.3.4.2 OAA Title IIIC2, Home Delivered Nutrition Services**

In addition to meeting the general nutrition services eligibility requirements listed in Attachment I, Section 1.3.4, 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.

#### **1.3.5 OAA Title IIID, Disease Prevention and Health Promotion Services**

Eligibility for OAA Title IIID, Disease Prevention and Health Promotion Services, is as follows:

- (1) Target individuals age 60 or older; and
- (2) Priority will be given to individuals residing in medically underserved areas.

#### **1.3.6 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 Attachment 1, Paragraph 1.1.2.

#### **1.3.7 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 Programs, the Contractor shall ensure the following tasks are performed.



**2.1.1 Client Eligibility Determination**

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

**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, 361, 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;
- (4) Section 361, Title IIID Disease Prevention and Health Promotion Services; and
- (5) Section 373, Title IIIE Caregiver Support Services.

**2.1.3.1 Supportive Services (IIIB Program)**

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, Services and Supplies; |
| (12) Homemaker;                                    | (28) Speech Therapy;                                       |
| (13) Housing Improvement;                          | (29) Telephone Reassurance; and                            |
| (14) Intake;                                       | (30) Transportation.                                       |
| (15) Interpreter/Translating;                      |  |
| (16) Legal Assistance;                             |  |

**2.1.3.2 Congregate Nutrition Services (IIIC1 Program)**

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 (IHC2 Program)**

In-home nutrition services are provided to reduce hunger and food insecurity; promote socialization and the health and wellbeing 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;
- (3) Outreach; and
- (4) Screening/Assessment.

**2.1.3.4 Disease Prevention and Health Promotion Services (IID Program)**

Evidence-Based Disease Prevention and Health Promotion (EBDPHP) services have been demonstrated through evaluation to be effective for improving the health and wellbeing or reducing disease, disability and/or injury among older adults, and proven effective with older adult population. The Administration on Community Living (ACL) defines EBDPHP services as meeting highest-level criteria. Only services that meet the highest-level criteria are allowable under the IID Program. EBDPHP services must be delivered in accordance with the fidelity of the program, as described in the DOEA Programs and Services Handbook. Evidence based program include the following:

- (1) A Matter of Balance;
- (2) Active Living Every Day;
- (3) Arthritis Foundation Exercise Program;
- (4) Arthritis Self-Management (Self-Help) Program – (Stanford) (English);
- (5) Brief Intervention & Treatment for Elders (BRITE);
- (6) Living Healthy (CDSMP) (Stanford);
- (7) Diabetes Self-Management Program – (Stanford) (English);
- (8) Enhance Fitness;
- (9) Enhance Wellness;
- (10) Fit and Strong!;
- (11) Healthy Eating Every Day;
- (12) Healthy Ideas;
- (13) Healthy Moves for Aging Well;
- (14) HomeMeds;
- (15) Powerful Tools for Caregivers;
- (16) Program to Encourage Active, Rewarding Lives for Seniors (PEARLS);
- (17) Programa de Manejo Personal de la Artritis (Stanford) (Spanish Arthritis Self-Management (Self-Help) Program);
- (18) Programa de Manejo Personal de la Diabetes –(Stanford) (Spanish Diabetes Self-Management Program);
- (19) Stay Active and Independent for Life;
- (20) Stepping On;
- (21) Tai Chi: Moving for Better Balance –(Oregon Research Institute);
- (22) Stress Busting Program for Family Caregivers;
- (23) Tomando Control de su Salud – Stanford;
- (24) Un Asunto de Equilibrio (Spanish); and
- (25) Walk with Ease.

The Contractor must request in writing the use of any evidence-based disease prevention and health promotion programs which are not listed in the Department of Elder Affairs Programs and Service Handbook (or Notice of Instruction) to the Council's Contract Manager or designee **prior** to delivering the service. If this supporting documentation is not submitted and approved by the Council then the Council will not provide reimbursement for services.

#### **2.1.3.5 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) Intake;                                  |
| (7) Outreach;  | (8) Respite Services;                        |
| (9) Screening/Assessment;                                  | (10) Transportation;                         |
| (11) Powerful Tools for Caregivers; and                    | (12) Stress-Busting Programs for Caregivers. |

#### **2.1.3.6 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.

#### **2.1.3.7 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) Legal Assistance;                              | (6) Outreach;           |
| (7) Screening/Assessment;                          | (8) Sitter and;         |
| (9) Transportation.                                |                         |

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

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.

The Contractor shall involve community centers, faith based-institutions, hospitals, libraries, or community sites in its Evidence-Based Disease Prevention and Health Promotion Programs coordination efforts. If the program allows lay individuals, to be facilitators, the Contractor shall aim to use volunteers vs. paid staff for Evidence-Based Disease Prevention and Health Promotion Programs services.

**2.1.4.1** 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 13, 2017
April 1- June 30	July 13, 2017
July 1- September 30	October 13, 2017
October 1 - December 31	January 12, 2018

## **2.1.5 Staffing Requirements**

**2.1.5.1 Staffing Levels** – The Contractor shall dedicate the staff necessary as required to meet the obligations of the contract.

**2.1.5.2 Professional Qualifications** – The Contractor shall ensure that the staff responsible for performing this contract have the qualifications as specified in the Department of Elders Affairs Program and Services Handbook.

## **2.1.6 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 Council's Contract Manager and the Council's Finance Director in writing of such delay.

The Contractor shall not permit a subcontractor to perform services related to this agreement without having a binding subcontractor agreement executed. In accordance with Section 23 of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

The Contractor shall submit a copy of all subcontracts to the Council's Contract Manager within thirty days of the subcontract being executed.

### **2.1.6.1 Monitoring Performance of Subcontractors**

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

## **2.1.7 Development of Partnerships and Collaborations (IIID Program)**

The Contractor shall collaborate and partner with organizations to extend the reach of EBDPHP services. Partnership and Collaboration may be developed with Florida Department of Health; the Florida Department of Children and Families; the Department of Agriculture's Nutrition Program; insurance companies, Centers for Disease Control and Prevention; Area Health Education Centers; local health councils; public and private universities; federally qualified health clinics, county health departments, and local Communities for a Lifetime initiative participants. Partnerships shall

be designed to stimulate innovation of new approaches and activities in EBDPHP services programs, development of greater capacity, and leverage other funding sources. Partnerships shall also address building and sustaining an infrastructure for the dissemination of EBDPHP services. This includes, but not limited to recruitment of trainers, and participants, covering costs for licenses, and replicating program fidelity.

The contractor shall document, and provide upon request, evidence of partnerships created formally through Memorandums of Agreement or Understanding or informally through emails and phone calls. Contractor will be required to keep track of partnerships in the Monthly Programmatic Report. Each month the Contractor should review and provide updates as necessary.

#### **2.1.8 Contractor Outreach Reporting Requirements**

The Contractor shall document its performance of outreach activities for the entire catchment area as specified in your Request for Proposal Bid Packet, 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 quarterly. The first report, for outreach activities from 01/01/2017 through 03/31/2017, is due on April 10, 2017. The second report, for outreach activities from 04/01/2017 through 06/30/2017, is due on July 10, 2017. The third report, for outreach activities from 07/01/2017 through 09/30/2017, is due on October 10, 2017. The final report, for outreach activities from 10/01/2017 through 12/31/2017, is due on January 10, 2018.

#### **2.1.9 Grievance and Complaint Procedures**

##### **2.1.9.1 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.

##### **2.1.9.2 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.

##### **2.1.9.3 Legal Provider Grievance Procedures**

Legal Providers must have an internal grievance procedure that addresses both denial of service and complaints by clients about manner or quality of legal assistance. Grievance policies that comport with requirements of the Legal Services Corporation are sufficient to meet this standard. At a minimum, the procedure must provide applicants with:

- i. Adequate notice of the grievance procedures;
- ii. Information on how to file a grievance or complaint, and;
- iii. An opportunity for review of the complaint by the Legal Provider's Executive Director or the Executive Director's designee.

The Council may not serve in an appellate capacity or otherwise interfere in the grievance review process for legal providers. However, the Council may request that legal providers maintain a file of complaints and statements of disposition of complaints, with redacted client identifying information, for examination by the Council during monitoring.

## **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. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm.

The Contractor shall ensure all services are completed by the end of the contract year. Therefore, services cannot cross calendar years.

### **2.2.1 Changes in Title IIID Service Delivery Locations or Service Times**

The Contractor shall provide the Council's Contract Manager with 30 days notice of any plan temporarily or permanently changing any Title IIID service delivery location or service times. Any changes to the service delivery location or service times must have the approval of the Council's Contract Manager.

## **2.3 DELIVERABLES**

### **2.3.1 Programmatic Operations and Administration**

The Contractor shall ensure the provision of services outlined in this contract 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:

- 1) monthly review of surplus/deficit reports and CIRTS data accuracy reports.
- 2) 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 at the unit rate specified in Attachment V, Budget Summary, and the services tasks described in Section 2.1. Contractor's performance will be measured on compliance with the Handbook and program guidelines.

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 2017 Service Provider Application and approved by the Council.

Service		Unit of Service
Adult Day Care Caregiver Training/Support Case Aid/Case Management	Legal Assistance Mental Health Counseling/Screening Nutrition Counseling	

Service		Unit of Service
Child Day Care Chore Services Companionship Congregate Meals Screening Counseling Services Enhance Fitness Enhance Wellness Financial Risk Reduction Services Health Support Home Health Aide HomeMeds Homemaker Housing Improvement Intake Interpreter/Translating	Occupational Therapy Personal Care Physical Fitness Physical Therapy Program to Encourage Active, Rewarding Lives for Seniors (PEARLS) Recreation Respite Services Screening/Assessment Sitter Skilled Nursing Services Speech Therapy Stay Active and Independent for Life	Hour
Emergency Alert Response		Day
A Matter of Balance Active Living Every Day Arthritis Foundation Exercise Program Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis) Arthritis Self-Management Program Brief Intervention & Treatment for Elders (BRITE) Chronic Disease Self-Management Program Chronic Pain Self-Management Diabetes Empowerment Educations Program (DEEP) Education/Training Fit and Strong! Healthy Eating Every Day Healthy Eating for Successful Living in Older Adults	Healthy Ideas Material Aid Nutrition Education Outreach Powerful Tools for Caregivers Program de Manejo Personal de la Artritis Programa de Manejo Personal de la Diabetes Specialized Medical Equipment, Services and Supplies Stepping On Tai Chi Moving for Better Balance Telephone Reassurance Tomando Control de su Salud Un Asunto de Equilibrio Walk with Ease	Episode
Escort Shopping Assistance Transportation		One-Way Trip
Congregate and Home Delivered Meals		Meal

Each unit of service has a unit cost. The analysis of the costs and rates is an ongoing process, and is subject to change based on further analysis. A written request is required by the Contractor for any unit cost changes. The following supporting documentation is necessary for this request:

- (1) Service Provider Application Update, and

(2) Justification for unit cost changes and/or units of service changes.

## **2.4 REPORTS**

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

The Contractor 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 CIRTSS.

### **2.4.2 Client Information and Registration Tracking System (CIRTSS) Reports**

The Contractor shall input OAA specific data into CIRTSS to ensure CIRTSS data accuracy. The Contractor shall use CIRTSS 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 06/30/2017 is due on August 22, 2017. The second semi-annual report encompassing the twelve months ending 12/31/2017 is due on February 19, 2018.

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

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

- (1) A list of all services and their current status regarding surplus or deficit;
- (2) The contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the contractor's Board of Directors 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 Evidence-based Disease Prevention and Health Promotion Programmatic Reports**

The Contractor shall submit Monthly Programmatic Reports for EBDPHP services on the dates specified in Attachment VII. The Council Contract Manager will provide an Excel spreadsheet with the following tabs: Health and Wellness (one for each month); Success Story (reported only in May); Partnership (one tab updated as needed); and a Statistical Breakdown Page.



**2.4.5.1** Information provided in the Monthly Programmatic Report must match CIRT data and the Request for Payment. Data collected for the Monthly Programmatic Reports need to be reported during the appropriate months and subject to the following schedule:

<u>Report #</u>	<u>Reports Due Date on or before</u>	<u>Report #</u>	<u>Reports Due Date on or before</u>
Report 1	February 3, 2017	Report 7	August 4, 2017
Report 2	March 3, 2017	Report 8	September 5, 2017
Report 3	April 5, 2017	Report 9	October 5, 2017
Report 4	May 5, 2017	Report 10	November 3, 2017
Report 5	June 5, 2017	Report 11	December 5, 2017
Report 6	July 5, 2017	Report 12	January 5, 2018

**2.4.5.2** The Contractor shall review program documentation to ensure documentation is complete and adequately supports the information reported on the Monthly Programmatic Report prior to submitting a Request for Payment. The Contractor will attest to the review in the “comments” section of the Monthly Programmatic Report, and provide relevant information regarding the documentation as needed.

**2.4.5.3** Program documentation shall include all of the following elements: Sign-In Sheet or Attendance Log; flyers or documentation demonstrating efforts to recruit participants and promote EBDPHP services provided; current facilitator certificates; copy of program license (if applicable); and any forms required by the specific program.

**2.4.5.4** Contractor shall ensure that program documentation includes a Sign-In Sheet or Attendance Log with date, time, name of program, participant names, and name of program facilitator(s). If the Attendance Log does not include a space for participant signatures, additional program documentation must be included with participant signatures that matches the participant names and dates in the Attendance Log. Exceptions may be approved by Council’s Contract Manager. Requests must be made in writing and kept with program documentation.

**2.4.5.5** Participants will write and sign their name on program sign-in sheet or Attendance Log. Attendance Logs with participant names typed or written in by the same person will not be accepted as program documentation. If a participant refuses or is unable to write their own name and sign, the instructor may sign by proxy for the participant with a note on the sign-in sheet stating why it is necessary to do so (the note needs to be initialed and dated).

**2.4.5.6** The Contractor shall have a written fidelity monitoring plan, which includes observation of volunteer/trainer’s delivery of EBDPHP services as well as observation of delivery of EBDPHP services by the Council’s Contract Manager. A note will be included in the Monthly Programmatic Report, in the comments section, when a program has been observed. Documentation pertaining to the observation will be sent to the Council with Monthly Programmatic Report.

**2.4.5.7** Chronic Disease Self-Management Education (CDSME) Workshop data must be entered into the NCOA Force database.

**2.4.5.8** Contact the DOE Contract Manager in the event of an emergency or an exigent circumstance where the provider is unable to maintain an aspect of fidelity of the EBDPHP services (e.g., minimum or maximum number of participants) before the end of the workshop. At the discretion of the Council’s Contract Manager, the service may be reimbursed under this contract; however,

if the fidelity infraction is discovered after the program has finished, during the Request for Payment Process or a desk review; the Contractor may not be reimbursed for the workshop or shall be requested to reimburse the Council the cost of the workshop.

## **2.5 RECORDS AND DOCUMENTATION**

The Contractor shall maintain documentation to support Requests for Payment that shall be available to the Council or authorized individuals, such as, Department of Finance Services, upon request.

### **2.5.1 CIRTS Data and Maintenance**

The Contractor will ensure the collection and maintenance of client and service information on a monthly basis from the CIRTS 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.

**2.5.2** 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.

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

## **2.6 PERFORMANCE SPECIFICATIONS**

**2.6.1 Outcomes and Outputs (Performance Measures)** – At a minimum, the Contractor must:

- (1) The Contractor shall ensure services provided under this contract are in accordance with the current Department of Elder Affairs Programs and Service Handbook and the Service Tasks described in Attachment I, Section 2.1.
- (2) The Contractor shall timely submit to the Council all reports described in Attachment I, Section 2.4 REPORTS.
- (3) The Contractor shall timely submit to the Council all information described in Attachment I, Section 2.5 RECORDS AND DOCUMENTATION.

**2.6.2** The Contractor shall develop and document strategies in the Service Provider Application to support the Council's standard of 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 new service recipients whose ADL assessment score has been maintained or improved;
- (5) Percent of new service recipients whose IADL assessment score has been maintained or improved;

- (6) Percent of customers who are at imminent risk of nursing home placement who are served with community based services.
- (7) Percentage of active clients eating two or more meals per day.
- (8) After service intervention, the percentage of caregivers who self-report being very confident about their ability to continue to provide care.

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

### **2.6.3 Mandatory Participation: Training, Conferences, or Certification Programs**

The Contractor shall have a representative participate in conference calls and training as required by the Council.

## **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 Section 4 of this contract (Contract Amount). Match must be reported by title each month. At the end of the contract period, all OAA funds must be properly matched.

Match for Title IIID, Disease Prevention and Health Promotion Services, is not required, but optional at the discretion of the Council.

### **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 Agencies 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 the Service Provider Application and the Budget Summary, Attachment V. 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. Any changes in the amount of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

#### **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 CONTRACTOR'S RESPONSIBILITIES**

#### **2.8.1 Contractor Unique Activities**

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

#### **2.8.2 Coordination with Other Providers and/or Entities**

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

### **2.9 COUNCIL'S RESPONSIBILITIES**

**2.9.1 Council's Obligations** – The Council will provide technical support to assist the Contractor in meeting the requirements of this contract.

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

#### **2.9.3 Contract Monitoring and Evaluation Methodology**

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 will 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.

Desk reviews shall be conducted for each evidence-based program within one week of the completion of the unit. All supporting documentation (ie: Sign in sheets, program license, trainer certificates, etc.) are required to be submitted to the Council's Contract Manager within one week following the completion of each unit.

The Council shall conduct at least one on site technical assistance visit per year. During this technical assistance visit the Contractor will arrange for observation of delivery of service provided to seniors in local community. The technical assistance visit will consist of training and open discussions necessary to assist with understanding and comply with the contract.

- 2.10 Program Highlights** - The Contractor shall submit Program Highlights referencing specific events that occurred in FFY 2016 by September 5, 2017. The Contractor shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight. The Contractor shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Council.

### **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 VI.

- 3.1.1** The Contractor agrees to distribute funds as detailed in the service provider application and the Attachment V, Budget Summary. 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 notification. 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, 2017.
- 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 Attachment IV, Invoice Report Schedule 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 Payment and Receipts and Expenditure Report submitted to support requests for payment shall be on DOEA forms 106A and 105A, Attachment VI accompanied by a CIRT report. Duplication or replication of both 106 A and 105A forms via data processing equipment is permissible, provided all data elements are in the same format as included on the DOEA forms.

All payment requests for Title IIID, Disease Prevention and Health Promotion Services, shall be based on the submission of the Monthly Programmatic Report to the Council's Contract Manager. If the Payment and Receipts and Expenditure Report does not equal the amount of units reported on the Monthly Programmatic Report, the Request for Payment will be placed on **HOLD** until the reports are corrected or proper justification is provided. The Monthly Programmatic Report needs to be submitted electronically to the Council Contract Manager or designee, prior to the Request for Payment but not later than the Request for Payment arrival.

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

**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 contract term, the Council will reduce 1% of the contract budget for the next year of the contract term. If, or to the extent, there is any conflict between this Section and Section 39 and 39.1 of the Master Contract, this Section shall have precedence.

### **3.4 Consequences for Noncompliance**

Contractor shall ensure 100% of the deliverables identified in Section II – MANNER OF SERVICES PROVISION, are performed pursuant to contract requirements, and as described in Section 2.3 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 Council's Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's 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 service 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 service 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 service 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 Section and Sections 39 and 39.1 of the Master Contract, this Section 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 19, 2018.

### **3.6 Documentation for Payment**

The Contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals.

#### **3.6.1**

The Contractor will enter all required data per the CIRTSS Department of Elder Affairs' Policy Guidelines for clients and services in the CIRTSS database. The data must be entered into the CIRTSS before the Contractor can submit their request for payment and expenditure reports to the Council. 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 will run monthly CIRTIS reports and verify client and service data in the CIRTIS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council. 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 IV, Invoice Report Schedule, to this contract. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in Attachment V, Budget Summary.
- 3.6.3** 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 Section 26 of the Master Contract.
- 3.6.4** Final request for budget revision or adjustments to contract funds based on expenditures for services provided between January 1, 2017 and December 31, 2017, must be submitted to the Council's Contract Manager no later than December 31, 2017.

Contractor shall ensure compliance with evidence-based programs. Should the Contractor not comply with the research design of the program, reimbursement for services will be at the sole discretion of the Department of Elder Affairs'.

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**ATTACHMENT II****CERTIFICATIONS AND ASSURANCES**

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

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

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

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

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

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

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

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

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

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of,

or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department of Elder Affairs through the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

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

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

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform DOE immediately upon any change of circumstances regarding this status.

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

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

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

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

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

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

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

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

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

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

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

**H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION**

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

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

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

By signing below, Contractor certifies the representations outlined in parts A through H above are true and correct.

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(Signature and Title of Authorized Representative)

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Contractor Date

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(Street)

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(City, State, ZIP Code)

**ATTACHMENT III****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	2016	U.S. Dept. of Health and Human Services	93.044	\$217,785.41
Title IIIB Council Match	2016		N/A	\$40,815.00
Title IIIE Support Services	2016	U.S. Dept. of Health and Human Services	93.052	\$6,000.00
Title IIIE Council Match	2016		N/A	\$666.70
<b>TOTAL FUNDS CONTAINED IN THIS CONTRACT:</b>				<b>\$265,267.11</b>

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

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

OMB Circular A-133, As amended – Audits of States, Local Governments, and Non-Profit Organizations

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

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS****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:****STATE FINANCIAL ASSISTANCE**

Section 215.97, F.S., Chapter 69I-5, FL Admin Code, Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules and regulations

**ATTACHMENT IV****OLDER AMERICANS ACT PROGRAM****INVOICE REPORT SCHEDULE**

Report #	Based On	Due Date
1	January Advance*	January 4
2	February Advance*	January 4
3	January Expenditure Report	February 5
4	February Expenditure Report	March 7
5	March Expenditure Report	April 5
6	April Expenditure Report	May 5
7	May Expenditure Report	June 6
8	June Expenditure Report	July 6
9	July Expenditure Report	August 5
10	August Expenditure Report	September 7
11	September Expenditure Report	October 7
12	October Expenditure Report	November 7
13	November Expenditure Report	December 7
14	December Expenditure Report	January 6
15	Final Expenditure and Closeout Report	January 20

Legend: \* Advance based on projected cash need.

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

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

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

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

**ATTACHMENT V****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>
Education/Training	52	\$81.96	\$4,261.92	\$0.00	\$4,261.92
Counseling - Gero - Ind	336	\$86.38	\$29,023.68	\$0.00	\$29,023.68
Counseling - Gero - Grp	125	\$66.68	\$8,335.00	\$0.00	\$8,335.00
Health Support - Grp	125	\$97.51	\$12,188.47	\$0.00	\$12,188.47
Health Support – Ind	440	\$65.00	\$28,600.00	\$0.00	\$28,600.00
Outreach	30	\$161.30	\$4,839.00	\$0.00	\$4,839.00
Recreation	6,250	\$27.42	\$130,537.34	\$40,815.00	\$171,352.34
<b>TOTAL III B CONTRACT AMOUNT</b>			<b>\$217,785.41</b>	<b>\$40,815.00</b>	<b>\$258,600.41</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>
Caregiver Training & Support - Grp	100	\$66.68	\$6,000.00	\$666.70	\$6,666.70
<b>TOTAL III E CONTRACT AMOUNT</b>			<b>\$6,000.00</b>	<b>\$666.70</b>	<b>\$6,666.70</b>

<b>TOTAL CONTRACT AMOUNT</b>			<b>\$223,785.41</b>	<b>\$41,481.70</b>	<b>\$265,267.11</b>
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**ATTACHMENT VI**

EXCEL Forms will be emailed in January 2017

**ATTACHMENT VII**

[Enter agency Logos]

[Enter Name of Organization]  
**Health & Wellness Program (OA3D)**  
 [Enter PSA Number]  
**Sign-in-Sheet**

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Location Name (ie. Senior Center): \_\_\_\_\_

Address (include City, State, Zip Code): \_\_\_\_\_

Phone #: \_\_\_\_\_ Funded by: \_\_\_\_\_

Topic: \_\_\_\_\_ # of Seniors: \_\_\_\_\_

Name &amp; Title of Presenter: \_\_\_\_\_

#	Printed Name	Signature
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

[Name of organization]  
 [Enter address]  
 [enter city, state, zip code]  
 [enter phone number and fax number]  
 [enter web address]

**ATTACHMENT VIII****STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIR****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:

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2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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**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  
☐ ☐ ☐


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

If NA or NO, explain.

NA YES NO  
☐ ☐ ☐


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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  
☐ ☐ ☐


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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  
☐ ☐ ☐


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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  
☐ ☐ ☐


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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  
☐ ☐ ☐


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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 \$50,000.00 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 ____/____/____	
Date	Telephone	Response Due ____/____/____	
On-Site	Desk Review	Response Received ____/____/____	

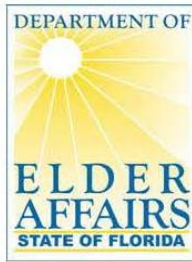
**INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST**

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:
  - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
  - b. Modify policies and practices that do not meet Section 504 requirements.
  - c. Take remedial steps to eliminate any discrimination that has been identified.
  - d. 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 \$50,000.00 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 IX



## BACKGROUND SCREENING

### Affidavit of Compliance - Employer

**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, Serving Health Insurance Needs of Elders 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 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

**ATTESTATION:**

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

located at \_\_\_\_\_  
*Street Address* *City* *State* *ZIP code*

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

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

\_\_\_\_\_  
 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