

**LOCAL SERVICES PROGRAM**

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”, who are 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 JM018-08-2020, 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 of the Council.

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

**1. Purpose of Contract:**

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

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

This Contract will incorporate attachments, proposal(s), service provider application(s), grant contracts, relevant State of Florida, Department of Elder Affairs’ handbooks, manuals or desk books and Master Contract JM018-08-2020, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) 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 on July 1, 2019, or on the date on which this Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, Eastern Standard Time on June 30, 2020.

**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 **\$100,292.00** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

**5. Renewals**

In accordance with Section 287.058(1)(g), F.S., and by mutual agreement of the Parties, the Council may renew this Contract for a period not to exceed three (3) 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, SPA, proposal, or reply requested by the Council. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original Contract and contingent upon satisfactory performance evaluations by the Council and the availability of funds.

**6. Background Screening**

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 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 State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

To demonstrate compliance with this provision, Contractor shall submit annually, by January 5th, the Background Screening Affidavit of Compliance, ATTACHMENT VII of Master Contract JM018-08-2020.

**7. Nondiscrimination-Civil Rights Compliance**

**7.1** The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, ATTACHMENT II of Master Contract JM018-08-2020, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

**7.2** During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, ATTACHMENT IV of Master Contract JM018-08-2020.

**8. Provision of Services:**

The Contractor shall provide services in the manner described in ATTACHMENT I of this Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

**9. 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, Project Director 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 the administration of the program under this Contract is:	Karin Diaz, Project Director 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 the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
<b>e.</b>	The name, address, and telephone number of the Council's Contract Manager for this Contract is:	Melissa Branton 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.		

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

This Contract and its ATTACHMENTS I-V, and forms, 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.

---

IN WITNESS THEREOF, the Parties hereto have caused this 19-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: \_\_\_\_\_

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

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

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

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

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

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

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

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

Federal Tax ID: 59-2154528

Fiscal Year Ending Date: September 30

**ATTACHMENT I**

**LOCAL SERVICES PROGRAM  
STATEMENT OF WORK**

**SECTION I: SERVICES TO BE PROVIDED**

**1.1. DEFINITIONS OF TERMS AND ACRONYMS**

**1.1.1. Contract Acronyms**

APCL - Assessed Priority Consumer List  
APS - Adult Protective Services  
CAP - Corrective Action Plan  
CSFA - Catalog of State Financial Assistance  
CIRTS - Client Information and Registration Tracking System  
DOEA - State of Florida, Department of Elder Affairs  
F.S. - Florida Statutes  
F.A.C. - Florida Administrative Code  
LSP - Local Service Programs  
NOI - Notice of Instruction  
PSA - Planning and Service Area  
SPA - Service Provider Application  
U.S.C. - United States Code

**1.1.2. Program Specific Terms**

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

**Functional Assessment:** A comprehensive, systematic, and multidimensional review of a person's ability to remain independent and in the least restrictive living arrangement. DOEA Form 701B is used by case managers to conduct the functional assessment.

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

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

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

**SPA:** 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 (OAA) (42 U.S.C. 3026), and the Council instructions.

**1.2. GENERAL DESCRIPTION**

**1.2.1. General Statement**

The Local Services Program provides funding to expand long-term care alternatives enabling elders to maintain an acceptable quality of life in their own homes and avoid or delay nursing home placement. The LSP provides community-based services to preserve elder independence, support caregivers, and target at-risk persons. Through the provision of meals, transportation services, caregiver support, in-home services, and expanded respite and day care services, LSP assists elders to live in the least restrictive environment that meets their needs.

**1.2.2. Authority**

The relevant authority governing the LSP Program includes:

- (1) Sections 430.201 – 430.207, F.S.;
- (2) Chapter 58C, F.A.C.;
- (3) The State of Florida General Appropriations Act; and
- (4) The CSFA Number 65009.

**1.2.3. Scope of Service**

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

**1.3. CLIENTS TO BE SERVED****1.3.1. General Eligibility**

The LSP is targeted to elders who are able to maintain an acceptable quality of life in their own home through the receipt of long-term care alternatives that assist them in delaying or avoiding nursing home placement.

**1.3.2. Individual Eligibility**

In order to receive services under this Contract, an applicant must:

- (1) Be 60 years of age or older, unless otherwise specified in the Proviso authorizing the service; and
- (2) Not be enrolled in any Medicaid capitated Long-Term Care Program.

**1.3.3. Targeted Groups**

Priority for services provided under this Contract shall be given to those eligible persons assessed to be at risk of placement in an institution or as otherwise specified in the authorizing Proviso.

**SECTION II: MANNER OF SERVICE PROVISION****2.1. SERVICE TASKS**

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

**2.1.1. Client Eligibility Determination**

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

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

It is not the intent of the Council to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery. The Contractor shall ensure the following criteria are used to prioritize new clients in the sequence below for service delivery:

- (1) Imminent Risk individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within a month or very likely within 3 months.
- (2) Service priority for individuals not included in (1) above, regardless of referral source, will be determined through the DOEA's functional assessment administered to each applicant, to the extent funding is available. The Contractor shall ensure that the first priority is given to applicants at the higher levels of frailty and risk of nursing home placement.
- (3) Service priority shall ensure clients who reside in Broward County are served prior to clients who reside outside of Broward County.

### **2.1.3. Program Services**

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

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

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

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

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

### **2.2.4. Use of Subcontractors**

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

The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor contract executed. In accordance with Section 23 of the Master Contract JM018-08-2020, the Council will not be responsible or liable for any obligations or claims resulting from such action.

#### **2.2.4.1. Copies of Subcontracts**

The Contractor shall submit a copy of all subcontracts to the Council's Contract Manager within thirty (30) days of the subcontract being executed.

#### **2.2.4.2. Monitoring the Performance of Subcontractors**

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

#### **2.2.4.3. Copies of Subcontractor Monitoring Reports**

The Contractor shall forward a copy of all subcontractor monitoring reports to the Council's Contract Manager within thirty (30) days of the report being issued to the subcontractors, subrecipient, vendors and/or consultants.

### **2.3. DELIVERABLES**

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

#### **2.3.1. Services and Units of Services**

The Contractor shall ensure the provision of the services described in this Contract in accordance with the current DOE A Programs and Services Handbook and the services tasks described in ATTACHMENT I, Section 2.1. The Budget Summary, ATTACHMENT IV of this Contract, lists the services allowed to be delivered under this Contract. Units of service will be paid pursuant to the rate established in the SPA and approved by the Council.

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

The Contractor shall ensure the provision of a continuum of services addressing the diverse needs of functionally impaired elders. The Contractor shall ensure performance and reporting of the allowed services in accordance with the Contractor's current SPA, the current DOE A Programs and Services Handbook, and ATTACHMENT I, Section 2.1 of this Contract. Documentation of service delivery must include a report consisting of the following:

- (1) Number of clients served;
- (2) Number of service units provided by service; and
- (3) Rate per service unit with calculations that equal the total invoice amount.

### **2.4. REPORTS**

The Contractor shall respond to additional routine and/or special requests for information and reports required by the Council in a timely manner as determined by the Council's Contract Manager. The Contractor shall establish due dates for any subcontractors that permit the Contractor to meet the Council and/or the DOE A'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 new information or revisions to LSP specific data, into the CIRTS.

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

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

- (1) Client Reports;



- (2) Monitoring Reports;
- (3) Services Reports;
- (4) Miscellaneous Reports;
- (5) Fiscal Reports; and
- (6) Outcome Measurement Reports

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

The Contractor is required to submit to the Council a semi-annual and annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The semi-annual service cost report encompassing the six (6) months ending 12/31/2019 is due on February 19, 2020. The annual service cost report encompassing the twelve (12) months ending 6/30/2020 is due on August 17, 2020.

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

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

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

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOEA's Summary of Programs and Services, which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

### **2.5. RECORDS AND DOCUMENTATION**

**2.5.1.** The Contractor agrees to make available to the Council staff and/or any party designated by the Council any and all Contract related records and documentation. The Contractor shall ensure the collection and maintenance of client and service information on a monthly basis from the CIRTSS or any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

**2.5.2.** The Contractor and subcontractors, among other requirements, must anticipate and prepare for the

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

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

## **2.6. PERFORMANCE SPECIFICATIONS**

### **Outcomes**

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

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

### **2.7.1. Contractor Accountability**

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

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

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

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

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

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

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

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

#### **2.8.2. Council Determinations**

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

#### **2.8.3. Contract Monitoring**

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

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

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

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

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

**3.1.1.** The method of payment for this Contract includes advances, cost reimbursement, and a fixed rate for services. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The Contractor shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The Contractor shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the Council on forms 106 and 105 ATTACHMENT V.

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

#### **3.2. ADVANCE PAYMENTS**

- 3.2.1.** The Contractor may request up to two (2) months of advances at the start of this Contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the DOE by the State of Florida (“budget release”). The Contractor will provide the Council’s Finance Director documentation justifying the need for an advance and describing how the funds will be distributed.
- 3.2.2.** The Contractor’s requests for advance require the approval of the Council’s Finance Director. If sufficient budget is available, the Council will issue approved advance payments after July 1 of the contract year. The schedule for submission of advance requests (when available) is ATTACHMENT III to this Contract.
- 3.2.3.** All advance payments made to the Contractor shall be returned to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number one (1), in accordance with the Invoice Schedule, ATTACHMENT III to this Contract. The Contractor may temporarily place advanced funds in an FDIC insured interest-bearing account. All interest earned on advanced funds must be returned to the Council within twenty (20) days of the end of each quarter of the contract period.
- 3.2.4.** All advanced payments retained by the Contractor must be fully expended no later than September 30, 2020. Any portion of advanced payments not expended must be recouped on September’s Expenditure Report due to the Council on October 5, 2020, in accordance with the Invoice Schedule, ATTACHMENT III.

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

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

- 3.3.1.** The Contractor shall include with its request for payment documentation of services provided, the amount of units of services provided, the rates for the services provided and the unduplicated number of clients served, in conformance with the requirements as described in this ATTACHMENT I. Each deliverable must be received and accepted by the Council before payment is made.
- 3.3.2.** Payment may be authorized only for allowable expenditures, which are in accord with the limits specified in the Budget Summary, ATTACHMENT IV.
- 3.3.3.** Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 26 of the Master Contract JM018-08-2020.

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

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

- 3.4.1.** The Contractor shall enter all required data per the DOE’s CIRT Policy Guidelines for clients and services in the CIRT. The data must be entered into the CIRT before the submission of

requests for payment and expenditure reports to the Council. The Contractor will establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Council.

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

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

Final requests for budget revision or adjustments to Contract funds based on expenditures for services provided through June 30, 2021, must be submitted to the Council's Contract Manager and Finance Director, no later than June 29, 2021.

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

The final request for payment will be due to the Council no later than July 27, 2021.

**3.5. REMEDIES FOR 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 acknowledgment 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.

**3.6. CONSEQUENCES FOR NON COMPLIANCE**

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

**3.6.1. Corrective Action Plan**

If at any time the Contractor is notified by the Council's Contract Manager that it has failed to correctly, completely, adequately perform contract deliverables identified in this Contract, the Contractor will have ten (10) days to submit a 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 as referenced in Section 3.6.2. of this Contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.

If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in Section 3.6.2. of this Contract from the payment for the invoice of the following month.

If the Contractor fails to timely submit a CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section 3.6.2. of this Contract for each day, the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

If, or to the extent, there is any conflict between ATTACHMENT I, Section 3.6, and Section 39 of the Master Contract JM018-08-2020, Section 3.6 shall have precedence.

### **3.6.2. Financial Consequences**

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

Failure to comply with established assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section 3.6.

Failure to perform management and oversight of Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section 3.6.

Failure to timely submit a CAP within 10 business days after notification of a deficiency by the Council Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section 3.6.

Failure to provide services in accordance with the current DOEA Programs and Services Handbook, the service tasks described in ATTACHMENT I, Section 2, and submission of required documentation, will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section 3.6.

END OF ATTACHMENT

**ATTACHMENT II****FUNDING SUMMARY**

**Note:** Title 2 CFR, as revised, and Section 215.97, F.S. require that the information about Federal Programs and State Projects included in this ATTACHMENT II be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

**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>Amount</b>
<b>TOTAL FUNDS CONTAINED IN THIS CONTRACT:</b>				

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

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS**

<b>Program Title</b>	<b>Funding Source</b>	<b>CFDA#</b>	<b>Amount</b>
<b>TOTAL STATE AWARD</b>			<b>\$0</b>

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

<b>Program Title</b>	<b>Funding Source</b>	<b>CSFA</b>	<b>Amount</b>
Local Service Programs	General Revenue	65009	<b>\$100,292.00</b>
<b>TOTAL AWARD</b>			<b>\$100,292.00</b>

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

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

**ATTACHMENT III****LOCAL SERVICES PROGRAM****INVOICE REPORT SCHEDULE**

<u>Report Number</u>	<u>Based On</u>	<u>Due to Council On This Date</u>
A1	July Advance*	July 1
A2	August Advance*	July 1
1	July Expenditure Report	August 5
2	August Expenditure Report	September 7
3	September Expenditure Report	October 7
4	October Expenditure Report	November 7
5	November Expenditure Report	December 7
6	December Expenditure Report	January 6
7	January Expenditure Report	February 7
8	February Expenditure Report	March 7
9	March Expenditure Report	April 7
10	April Expenditure Report	May 5
11	May Expenditure Report	June 7
12	June Expenditure Report	July 10
13	Final Expenditure	July 27

Legend: \* Advance based on projected cash need.

Note # 1: Report #1 and #2 for Advance Basis Contracts cannot be submitted to the Council prior to July 1 or until this Contract with the Council has been executed and a copy sent to the DFS. Actual submission of the request for an advance to DOEA is dependent on the accuracy of the expenditure report.

Note # 2: Report numbers 1 through 10 will reflect an adjustment of one-tenth (1/10) of the total advance amount, on each of the reports respectively, repaying advances on this 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 the 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.



**ATTACHMENT IV****LOCAL SERVICES PROGRAMS****BUDGET SUMMARY**

<b>FIXED SERVICES</b>	<b>Total Units</b>	<b>Unit Rate</b>	<b>LSP Funds</b>	<b>Total Reimbursement</b>
Transportation			\$100,292.00	\$100,292.00
<b>TOTAL LSP AGREEMENT AMOUNT</b>			<b>\$100,292.00</b>	<b>\$100,292.00</b>

A detailed Budget Summary will be provided once the review of the SPA is completed.

CONTRACT #:  
PROV YYYY

PROVIDER NAME, ADDRESS, PHONE # and FEID#  ADDRESS ADDRESS Tel: Fax: FEID #:		FUNDING SOURCE:		THIS REPORT PERIOD  Period  CONTRACT PERIOD: CONTRACT #:  REPORT #1  PSA #: 10			
CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units /undup clients' report is correct.							
Prepared By: _____ Date: _____ Approved By: _____ Date: 20____							
PART a: INCOME / RECEIPTS  1. Federal Funds 2. State Funds 3. Program Income 4. Local Cash Match 5. SUBTOTAL: CASH RECEIPTS 6. Local In-Kind match 7. TOTAL RECEIPTS		A. Approved Budget     \$0.00 \$0.00	B. Actual Receipts for third report     \$0.00 \$0.00	C. Total Receipts Year to Date     \$0.00 \$0.00	D. % of Approved Budget     #DIV/0! #DIV/0!		
PART b: UNIT COST REPORT (A) SERVICE		(B) CONTRACT AMOUNT	(C) UNITS	(D) UNIT RATE	(E) AMOUNT EARNED THIS PERIOD	(F) AMOUNT PREVIOUSLY EARNED	(G) AMOUNT EARNED YTD
<u>FIXED SERVICES</u>							
SERVICE	\$0.00	0.00	\$18.00	\$0.00		\$0.00	0.00
SERVICE	\$0.00	0.00	\$22.00	\$0.00		\$0.00	0.00
SERVICE	\$0.00	0.00	\$33.00	\$0.00		\$0.00	0.00
SERVICE	\$0.00	0.00	\$44.00	\$0.00		\$0.00	0.00
SERVICE	\$0.00	0.00	\$55.00	\$0.00		\$0.00	0.00
			\$0.00	\$0.00		\$0.00	
			\$0.00	\$0.00		\$0.00	
			\$0.00	\$0.00		\$0.00	
			\$0.00	\$0.00		\$0.00	
	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
PART c: OTHER REVENUE / PROGRAM INCOME  1.CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS) 2.CLIENT CO-PAY ASSESSED 3.CLIENT CO-PAY COLLECTIONS 4.INTEREST (NET AMOUNT NOT RETURNED) 5.MATCH VALUATION (INCLUDES CASH & IN-KIND)		A. Total - Current Month  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00		B. Total - Year To Date  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00			
(UNDUPLICATED) NUMBER OF CLIENTS SERVED:   0							
Prog YYY PSA #10 Form 105, Dated July 1997							

PROV YYYY

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM  
PROGRAM

## FUNDING SOURCE

PROVIDER NAME, ADDRESS, PHONE & FEID # PROV  ADDRESS ADDRESS  Tel: Fax: FEID #:	TYPE OF REPORT: A. PAYMENT REQUEST: Regular X Supplemental  B. METHOD OF PAYMENT: Advance Reimbursement X		THIS REQUEST PERIOD: Period  CONTRACT PERIOD: CONTRACT #:  REPORT #1 PSA # 10		
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.					
Prepared By: _____ Date: _____ Approved By: _____ Date: 20					
PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:					
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (= to PSA #10 Form 105Z Part B, Column E)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SVC CODE	SVC CODE	SVC CODE	SVC CODE	
PART C: NET FUNDS REQUESTED:					
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 3 minus Part C line 1) Not to exceed Part A Line 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED					
Advance Remaining					

PSA #10 FORM 106C, Dated July 97

BATCH #: \_\_\_\_\_

DESC: PROV PROG MM/YYYY

VENDOR ID: P-PROV

ACCOUNT #: 20.20.10.JXXXX00.XXXX.XXX

CHECK # \_\_\_\_\_ CHECK DATE: \_\_\_\_\_

INPUT: \_\_\_\_\_ APPROVAL: \_\_\_\_\_