

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

Agreement Number: 22-EVSD-8210-01

This Agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Areawide Council on Aging of Broward County, Inc., a Florida nonprofit corporation ("Council"), each a "Party" and collectively referred to as the "Parties".

RECITALS

- A. County has agreed to participate as a source of local match funding for Council, a provider of state and federally funded senior services, to meet part of its obligation to obtain a ten percent (10%) local match contribution.
- B. County has allocated fiscal year 2021-2022 funds for Council's Technology Project that provides electronic devices with internet access to isolated seniors.
- C. Funding given to Council has been found and declared to be for a county and public purpose by the Board of County Commissioners of Broward County.

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

ARTICLE 1. DEFINITIONS

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Clients** means individuals served under this Agreement as described in Exhibits D-1 and D-2, Scope of Services.
- 1.4. **Contract Administrator** means the Broward County Administrator, the director or deputy director of the Human Services Department, or the director of the Broward County Elderly and Veterans Services Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Council and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement. In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely on the instructions or determinations made by the Contract Administrator; except that such instructions and determinations must not change the Scope of Services.
- 1.5. **County Business Enterprise or CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

- 1.6. **Repository** means County's Human Services Department Repository, under the Evaluation and Planning Section. Documents for the Repository will be submitted to: Broward County Human Services Repository, 115 South Andrews Avenue, Suite 318, Fort Lauderdale, Florida 33301.
- 1.7. **Services** means all work required by Council under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Article 3 and in Exhibits D-1 and D-2 of this Agreement.

ARTICLE 2. TERM

The term of this Agreement begins on October 1, 2021, and ends on September 30, 2022 ("Term"), unless otherwise terminated as provided in this Agreement.

ARTICLE 3. SCOPE OF SERVICES

- 3.1. Scope of Services. The Parties must perform all tasks identified in this Agreement, including without limitation, Exhibit D-1, Scope of Services - Local Match Funding of Senior Services (Program 1) and Exhibit D-2, Scope of Services - Technology Project (Program 2). The Scope of Services is a description of the Parties' obligations and responsibilities and includes preliminary conditions and prerequisites.
- 3.2. Client Information System. At the request of County, Council will participate in County's Human Services Department's client information software system along with County and the other health and human services organizations that receive funds from County. Council will work with County in an effort to eliminate duplication in services and personnel among such agencies. Council will work with County to ensure that all Applicable Law regarding confidentiality are adhered to in collecting and reporting Client information. Council will use its contracted case managers in a coordinated effort with County and other health and human services providers to facilitate the assignment of a case manager at the Client's first point of entry into the human services network. Council must ensure that its contracted case managers (i) coordinate services to specific families and households, and (ii) conduct follow-up activities designed to prevent Clients from becoming dependent on the system again after restorative services are completed.

ARTICLE 4. COMPENSATION

- 4.1. Maximum Amounts. For all goods and Services provided under this Agreement, County will pay Council up to a maximum amount of Seven Hundred Eighty-four Thousand Nine Hundred Twenty Dollars (\$784,920) to be distributed to Council as follows:

Program	Funding Amount
#1 – Local Match Funding of Senior Services	\$684,920
#2 – Technology Project	\$100,000

- 4.2. Council must submit quarterly invoices to County for Program 1 contributions on the form attached as Exhibit E-1, Service Invoice – Local Match Funding of Senior Services (Program 1) in accordance with Exhibit H-1, Quarterly Invoicing Schedule - Local Match Funding of Senior Services (Program 1), and each invoice must be for one quarter (1/4) of the program's funding amount. These invoices must be accompanied with an updated and fully completed Exhibit E-2, Match Reimbursement Chart; an updated and fully completed Exhibit F, Client Demographic Data Report, for Program 1; and an updated and fully completed Exhibit C, Certification of Payments to Subcontractors and Suppliers (a form where subcontractor costs are charged) for Program 1.
- 4.3. Council must submit invoices and supporting documentation to County for Program 2 funding on the form attached as Exhibit E-3, Service Invoice – Technology Project (Program 2), for electronic tablets purchased and distributed equivalent to fifty percent (50%) of the program's funding amount in accordance with Exhibit H-2, Invoicing Schedule – Technology Project (Program 2); an updated and fully completed Exhibit F, Client Demographic Data Report, for Program 2; and an updated and fully completed Exhibit C, Certification of Payments to Subcontractors and Suppliers for Program 2.
- 4.4. Council's invoices submitted to County must be certified by Council's authorized person identified in Exhibit A, Authorized Invoice Signatories.
- 4.5. County will pay Council within thirty (30) days of receipt of Council's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of Council to comply with a term, condition, or requirement of this Agreement.
- 4.6. Council must pay subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. Council agrees that if it withholds an amount as retainage from subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a subcontractor or supplier in accordance with this section will be a material breach of this Agreement, unless Council demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the subcontractor or supplier and, further, Council promptly pays the applicable amount(s) to the subcontractor or supplier upon resolution of the dispute. Council must include requirements substantially similar to those set forth in this section in its contracts with subcontractors and suppliers.
- 4.7. Council must provide signature authorizations to County as required in Exhibit A, Authorized Invoice Signatories. If it becomes necessary for Council to replace any signatory, a notarized copy of the authorizing resolution as passed by Council's Board of Directors or Trustees must be submitted to County, along with a new Exhibit A, which is available from the Contract Administrator. A letter from the president of the Board of Directors or Trustees stating the reason for the action must accompany the notarized copy of Exhibit A. The letter from the president, the new Exhibit A, and the notarized

resolution must be submitted along with the invoice bearing the names of any new signatory.

- 4.8. This Agreement is contingent upon the availability of County funds. County will be the final authority as to the availability of funds.
- 4.9. The name, address, and Federal I.D. of the official payee to whom County will make payment is:

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

Federal I.D.: 59-1529419

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

ARTICLE 5. MONITORING, REQUIRED RECORDS, AND REPORTS

5.1. Monitoring. Council will:

- 5.1.1. At County's sole discretion, assign appropriate Council staff to meet with County's staff (i) to assess quality of Service, Service delivery systems, coordination of Services, Client satisfaction, records maintenance, and maximization of return on funding and (ii) to discuss any resulting recommendations.
- 5.1.2. Provide to County full access to administrative and service delivery sites during all announced or unannounced visits to examine records and data covered by this Agreement as well as to observe service delivery and interaction between Client and Council staff. County and Council must maintain the confidentiality of Client Services and records in full accordance with any federal or state laws or federal regulations mandating such confidentiality.
- 5.1.3. Make all records and Client files pertaining to this Agreement available for County's inspection, review, or audit, and Council must comply with the requirements of Exhibit D-4, Monitoring Requirements.
- 5.1.4. Comply with corrective action plan or action plans as applicable. If County determines that Council has not met the monitoring requirements specified in Exhibit D-4, Monitoring Requirements, County, in collaboration with Council, may develop a written action plan to correct the noncompliance. County will have final approval of all action plans. The action plan may include changes to processes, practices, and procedures, but must include time frames in which the actions must be completed. Council must comply with and immediately implement the action plan developed by County and comply with the time frames established in the action plan.

- 5.1.5. Ensure that the back-up documentation used to support the invoices and outcomes for Services provided to Clients is approved by the Contract Administrator prior to County's payment of the invoices listed on Exhibit H-1 and H-2.
- 5.1.6. Ensure that monitoring reports originated periodically by designated County staff, the performance requirements of this Agreement, and the timeliness of requested information are considered a factor in evaluating future funding requests.
- 5.1.7. Provide access to County during the Term and beyond the expiration of this Agreement to records developed in accordance with this Agreement regarding assessment of long-term outcomes as specified in Exhibits D-3, which is attached to this Agreement.
- 5.2. Records and Reports. Council must submit to County the financial and programmatic records and reports as specified in Exhibit G, Required Reports and Submission Dates.
- 5.3. Safeguarding Information. Council must safeguard confidential information in Clients' records in compliance with 42 C.F.R. Part 2, as amended, and all other Applicable Law.

ARTICLE 6. TERMINATION

- 6.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board will be effective on the termination date stated in the written notice provided by County, which termination date will be not less than thirty (30) days after the date of such written notice. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination will be deemed a termination for convenience and will be effective thirty (30) days after such notice of termination for cause was provided and Council will be eligible for the compensation provided in Section 6.4 as its sole remedy.
- 6.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, Council's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

- 6.3. Notice of termination must be provided in accordance with the “Notices” section of this Agreement except for notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that will be promptly confirmed in writing.
- 6.4. If this Agreement is terminated for convenience by County, Council will be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Council acknowledges that it has received good, valuable, and sufficient consideration for County’s right to terminate this Agreement for convenience in the form of County’s obligation to provide advance notice to Council of such termination in accordance with Section 6.1.
- 6.5. In addition to any termination rights stated in this Agreement, County will be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 7. INDEMNIFICATION

Council must indemnify, hold harmless, and defend County and all of County’s current, past, and future officers, agents, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Council, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). If any Claim is brought against an Indemnified Party, Council must, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section will survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Council under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld will not be subject to payment of interest by County.

ARTICLE 8. INSURANCE

- 8.1. Throughout the Term, Council must, at its sole expense, maintain the minimum insurance coverages stated in Exhibit I, Insurance Requirements, in accordance with the terms and conditions of this article. Council must maintain insurance coverage against claims relating to any act or omission by Council, its agents, representatives, employees, or subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.
- 8.2. Council must ensure that “Broward County” is listed and endorsed as an additional insured as stated in Exhibit I, Insurance Requirements, on all policies required under this article.

- 8.3. Upon execution of this Agreement, Council must provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Council must provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.
- 8.4. Council must ensure that all insurance coverages required by this article must remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Council has been completed, as determined by Contract Administrator. Council or its insurer must provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and must concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).
- 8.5. All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Sections 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.
- 8.6. If Council maintains broader coverage or higher limits than the insurance requirements stated in Exhibit I, Insurance Requirements, County must be entitled to all such broader coverages and higher limits. All required insurance coverages must provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which must be in excess of and must not contribute to the required insurance provided by Council.
- 8.7. Council must declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit I, Insurance Requirements, and submit to County for approval prior to execution of this Agreement. Council must be solely responsible for and must pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Council to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Council agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Council agrees to obtain same in endorsements to the required policies.
- 8.8. Unless prohibited by the applicable policy, Council waives any right to subrogation that any of Council's insurer may acquire against County and agrees to obtain same in an endorsement of Council's insurance policies.
- 8.9. Council must require that each subcontractor maintains insurance coverage that adequately covers the Services provided by that subcontractor on substantially the same insurance terms and conditions required of Council under this article. Council must ensure that all such subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the subcontractors' applicable insurance policies.

Council must not permit any subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

- 8.10. If Council or any subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Council. If requested by County, Council must provide, within one (1) business day, evidence of each subcontractor's compliance with this section.
- 8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the effective date of the Agreement; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit I, Insurance Requirements, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the commencement date, Council must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit I, Insurance Requirements.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

- 9.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Council must include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds must comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.
- 9.2. Council must comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Council to carry out any of the requirements of this article will constitute a material breach of this Agreement, which will permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.
- 9.3. Although no CBE goal has been set for this Agreement, County encourages Council to give deliberation to the use of CBE firms to perform work or Services under this Agreement.

ARTICLE 10. RETURN OF FUNDS

- 10.1. Any expenditure of County funds provided under this Agreement determined by County or state auditors to be nonreimbursable expenditures must be refunded to County within thirty (30) days of County's request, or if this Agreement is still in effect, nonreimbursable expenditures will be withheld by County from any subsequent payment request. If County determines that funds are due back to County, County, through its Contract Administrator, may in its sole discretion require Council to pay interest on those funds, which interest must be calculated from the date County incorrectly paid Council.

- 10.2. Nonreimbursable expenditure means any expenditure of County local matching funds contributed for community mental health and substance abuse service and determined by County or Council to be in violation of state laws, rules, or regulations relating to state funded Client service providers.

ARTICLE 11. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS

- 11.1. Financial Statements. Council must provide to the Repository a copy of its annual financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles for Council's fiscal year during which it receives County funds and for each subsequent fiscal year until all of County funds are expended and any management letters properly generated. These annual financial statements must account for all monies that Council receives from County and include accompanying notes to the financial statements.

Within one hundred eighty (180) days after the close of each of Council's fiscal years in which Council accounts for funds under this Agreement, Council must submit these annual financial statements simultaneously to the Repository.

Council's late submission of the financial statements or absence of the accompanying notes entitles County to recover any payment made under this Agreement.

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

- 11.2. Management Letters. Council must provide to the Repository any and all management letters arising from its audited financial statements within one hundred eighty (180) days after the end of Council's fiscal year. Council must provide to the Repository the schedule of correction developed in response to said management letters within thirty (30) days after its development.

ARTICLE 12. DESIGNATED REPRESENTATIVES AND EMPOWERMENT

- 12.1. County's designated representative is the Director of the Broward County Elderly and Veterans Services Division. Council's representative responsible for the administration of the program under this Agreement is the Executive Director of Council.
- 12.2. The empowered signatory of this Agreement for Council is the Executive Director as referenced on the signature page of this Agreement. Changes in the empowered signatory on Exhibit B, Certification of Empowerment, must be communicated to County in accordance with the Notices section of this Agreement.

ARTICLE 13. REPRESENTATIONS AND WARRANTIES

- 13.1. Representation of Authority. Council represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Council, and that neither the execution nor performance of this Agreement constitutes a breach of any

agreement that Council has with any third party or violates Applicable Law. Council further represents and warrants that execution of this Agreement is within Council's legal powers, and each individual executing this Agreement on behalf of Council is duly authorized by all necessary and appropriate action to do so on behalf of Council and does so with full legal authority.

- 13.2. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Council represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" under Sections 215.473 or 215.4725, Florida Statutes. Council represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Council represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.
- 13.3. Public Entity Crime Act. Council represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that act. Council further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Council has been placed on the convicted vendor list.
- 13.4. General Representations. Council represents and certifies to County that, upon its execution of this Agreement and continuing throughout the Term, the following representations are and will remain true and correct. If any of the following representations becomes false at any time, Council must immediately provide written notice of those representations to the Contract Administrator.
 - 13.4.1. No irregularities exist involving its management or employees that have a material effect on Council's operations or financial stability.
 - 13.4.2. Council has committed no violations or possible violations of laws or regulations, the effects of which will be considered by County prior to entering into this Agreement.
 - 13.4.3. All material information pertaining to the financial position of Council has been disclosed in its records and provided to County.
 - 13.4.4. All related Party transactions, as defined by generally accepted accounting principles, and related amounts receivable or payable pertaining to the financial position of Council have been properly documented in its records and disclosed to County.
 - 13.4.5. Council maintains all appropriate active licenses, which are all in good standing and have not been revoked or suspended, where Council is operating a facility or providing a service requiring licensure including but not limited to licensure under Applicable Law.

- 13.4.6. When applicable, Council will ensure compliance with any provisions of Applicable Law whenever background screening for employment or a background security check is required by law for employment. Council must comply with these screening requirements and maintain the screening records of volunteers or employees based on the population served.
 - 13.4.7. All representations and information provided by Council to County in the course of competing for and developing this Agreement are true and correct, and there have been no material omissions.
 - 13.4.8. Verification of liability protection and Exhibit A, Authorized Invoice Signatories, must accompany this Agreement upon Council's execution of this Agreement.
 - 13.4.9. Information, guidance, and technical assistance offered by the Contract Administrator, or any other County staff, whether written or oral, in no way constitutes a guarantee of execution of this Agreement by County and will not be relied upon as a basis for doing business, delivering service, expending financial resources or expectation of receipt of payment.
 - 13.4.10. County has relied on all representations and information provided to County by Council in the course of competing for and developing this Agreement.
- 13.5. Prohibited Telecommunications Equipment. Council represents and certifies that it and its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Council represents and certifies that Council and its subcontractors will not provide or use such covered telecommunications equipment, system, or services during the Term.

ARTICLE 14. MISCELLANEOUS

- 14.1. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Council in connection with performing Services, whether finished or unfinished ("Documents and Work"), will be owned by County, and Council hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work will become the property of County and must be delivered by Council to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Council may be withheld until all Documents and Work are received as provided in this Agreement. Council must ensure that the requirements of this section are included in all agreements with its subcontractors.
- 14.2. Public Records. To the extent Council is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Council must:
- 14.2.1. Keep and maintain public records required by County to perform the Services;

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

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

Any material submitted to County that Council contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Council must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Council as Trade Secret Materials, County must refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Council. Council must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

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

**GOVERNMENTAL CENTER WEST, 1 NORTH UNIVERSITY DRIVE,
SUITE 4108B, PLANTATION, FLORIDA 33324.**

- 14.3. Audit Rights and Retention of Records. County will have the right to audit the books, records, and accounts of Council and its subcontractors that are related to this Agreement. Council and its subcontractors must keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts must be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Council or its subcontractor must make same available in written form at no cost to County.

Council and its subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Council hereby grants County the right to conduct such audit or review at Council's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts will be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Council in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Council must pay the actual cost of County's audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection must be made within thirty (30) days after presentation of County's findings to Council.

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

- 14.4. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Council is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Council must fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, must execute a Business Associate Agreement in the form provided by County's Contract Administrator. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Council must handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Council's and County's

uses of Client's PHI. The requirement to comply with this provision, HIPAA, and HITECH will survive the expiration or earlier termination of this Agreement. Council must ensure that the requirements of this section are included in all agreements with its subcontractors.

- 14.5. Independent Contractor. Council is an independent contractor under this Agreement, and nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. In providing the Services, neither Council nor its agents will act as officers, employees, or agents of County. Council will not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
- 14.6. Notice. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery to the addresses listed below and will be effective upon mailing or hand delivery. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Director
Broward County Elderly and Veterans Services Division
Governmental Center West
1 North University Drive, Suite 4108B
Plantation, Florida 33324

FOR COUNCIL:

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

- 14.7. Assignment. All subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Council without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section will be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.
- 14.8. Third-Party Beneficiaries. Neither Council nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a right or claim against either of them based upon this Agreement.

- 14.9. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.
- 14.10. Conflicts. Neither Council nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Council's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Council's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Council is not a party, unless compelled by legal process. Further, such persons will not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section will not preclude Council or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Council is permitted under this Agreement to utilize subcontractors to perform any Services required by this Agreement, Council must require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Council.
- 14.11. Renegotiation. The Parties agree to renegotiate this Agreement if revisions of any Applicable Law or increase or decrease in allocations make changes in this Agreement necessary.
- 14.12. Compliance With Laws. Council and the Services must comply with all Applicable Law, including without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.
- 14.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement, and the balance of this Agreement will remain in full force and effect.
- 14.14. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.
- 14.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires.

Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

- 14.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 14 of this Agreement, the provisions contained in Articles 1 through 14 will prevail and be given effect.
- 14.17. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL WILL BE LIABLE FOR REASONABLE ATTORNEYS’ FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
- 14.18. Amendments. Unless expressly authorized in this document, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Council.
- 14.19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained in this document
- 14.20. Incorporation by Reference. Any and all Recital clauses stated above are incorporated in this Agreement by reference. The attached Exhibits A through I are incorporated into and made a part of this Agreement.
- 14.21. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

14.22. Use of County Logo. Council must not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without prior written consent from County.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____ 2022, and Council, signing by and through its Executive Director duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Michael Udine, Mayor

_____ day of _____, 2022

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

By: K. Gordon 5/25/22
Karen S. Gordon (Date)
Senior Assistant County Attorney

KSG/bh
AAA-LocalMatch&Tech-FY22-a01
#60067
9/7/21, 12/30/21; 2/7/22; 2/17/22

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

COUNCIL

WITNESSES:

Barbara A. Epes
Signature

Barbara A. Epes
Print/Type Name above

Amparo M. Fidalgo
Signature

Amparo M. Fidalgo
Print/Type Name above

Areawide Council on Aging of Broward County, Inc.

By: Charlotte Mather-Taylor
Charlotte Mather-Taylor, Executive Director

18 day of May, 2022

(SEAL OR NOTARY)

Exhibit A
Authorized Invoice Signatories

Agreement #: 22-EVSD-8210-01

The following individuals are authorized to sign monthly invoices and certification statements on behalf of the Board of Directors of Areawide Council on Aging of Broward County, Inc. ("Council"), as required by this Agreement between County and Council:

Charlotte Mather-Taylor and

(Name and Title Typewritten)

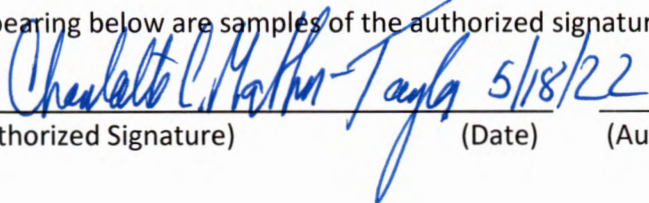
N/A

(Name and Title Typewritten)

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

Areawide Council on Aging of Broward County, Inc. October 10, 2019, see enclosure.

Appearing below are samples of the authorized signatures.

 _____ (Authorized Signature) (Date)	_____ (Authorized Signature) (Date)
--	---

_____ (Authorized Signature) (Date)	_____ (Authorized Signature) (Date)
---	---

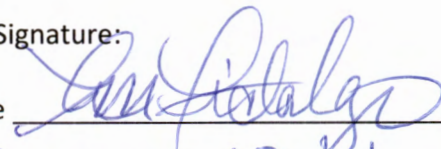
Witness Signature:

Signature Barbara A. Epes

Name Barbara A. Epes

(Print or Type)
Date 05/18/2022

Witness Signature:

Signature 

Name Amparo M. Fidalgo

(Print or Type)
Date 05/18/2022

Exhibit B
Certification of Empowerment

Agreement #: 22-EVSD-8210-01

Charlotte Mather-Taylor

(Name and Title Typewritten)

is duly authorized to sign this Agreement on behalf of Areawide Council on Aging of Broward County, Inc. ("Council"), and any amendments to this Agreement between County and Council. The signature of the above-named person in this Agreement on behalf of Council binds Council to the terms and conditions of this Agreement and its amendments.

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

Areawide Council on Aging of Broward County, Inc. October 10, 2019, see enclosure.

Appearing below is a sample of the authorized signature.

Charlotte C. Mather-Taylor
(Authorized Signature)

5/18/22
(Date)

Witness Signature:

Signature Barbara A. Epes

Name Barbara A. Epes
(Print or Type)

Date 05/18/2022

Witness Signature:

Signature Amparo M. Fidalgo

Name Amparo M. Fidalgo
(Print or Type)

Date 05/18/2022

Exhibit C
Certification of Payments to Subcontractors and Suppliers
(Programs 1 and 2)

Agreement Number: 22-EVSD-8210-01

Program Number: _____ [use separate Exhibit C form for each program]

The undersigned hereby swears under penalty of perjury that:

1. Council has paid all subcontractors and suppliers all undisputed contract obligations for labor, Services, or materials provided on this project in accordance with Article 4, Compensation, of this Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor's or supplier's name and address	Date of disputed invoice	Amount in dispute

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

Dated _____, 20__

Areawide Council on Aging of Broward County, Inc.

By: _____

Signature

Name and Title

STATE OF)
)SS
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by _____, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Signature of Notary Public

Print, Type, or Stamp Name of Notary

(NOTARY SEAL)

My commission expires: _____

Exhibit D-1
Scope of Services

Program Name: Local Match Funding of Senior Services
Program Number: 1

Council must:

- Apply County's local match contribution toward meeting its obligation to the State of Florida and federal government to attain the ten percent (10%) local match funding for programs as required by the federal Older Americans Act (Title III) and State of Florida Department of Elder Affairs.
- Use County's local match contribution to administer home- and community-based programs for Broward County residents sixty (60) years of age or older ("Clients") to prevent unnecessary institutionalization.
- Coordinate, fund, and monitor funded programs including Older Americans Act, Community Care for the Elderly, and other federally- and state-funded programs, in the manner outlined in the State of Florida Department of Elder Affairs Program and Services Handbook.
- Promote and support the attitudes, behaviors, knowledge, and skills necessary for Council's staff to work respectfully and effectively with each other and Clients in a culturally diverse work environment.
- Develop and implement a strategy to recruit, retain, and promote qualified, diverse, and culturally proficient administrative and support staff who are trained and qualified to address the needs of the racial and ethnic communities being served.
- Have a written Code of Ethics that reflects its principles, philosophy, values for service delivery, and interaction with Clients; orient its staff to the Code of Ethics; and ensure procedures are in place to investigate and respond to alleged violations of the Code.

County will:

- Contribute Six Hundred Eighty-four Thousand Nine Hundred Twenty Dollars (\$684,920) of County funds to help Council meet its obligation to the State of Florida and federal government for obtaining ten percent (10%) in local match funding.
- Work cooperatively with Council to promote the development of a coordinated service delivery system to meet the needs of the elderly, especially those who are at risk of premature institutionalization.
- Pay Council within thirty (30) days of receipt of Council's properly submitted invoice as detailed in Article 4.

Exhibit D-2
Scope of Services

Program Name: Technology Project
Program Number: 2

Under the Technology Project, Council contracts with vendors for the provision, distribution, and technical support of electronic tablets with internet accessibility to isolated seniors to improve their quality of life by facilitating internet access.

Program Eligibility: Participants must be sixty (60) years of age or older and must be enrolled with an active status in a Council's funded program only, excluding Medicaid capitated long term managed care programs. Qualified participants are referred to as "Clients" for purposes of Program 2.

Council must:

- Purchase, assign, and distribute a minimum of two hundred forty-five (245) electronic tablets with internet accessibility for Council's Technology Project, which is intended to improve isolated seniors' quality of life by facilitating their access to the internet.
- Submit invoice and supporting documentation as required by this Agreement.
- Create a log to track the inventory and distribution of electronic tablets purchased under this Agreement.
- Obtain and maintain signed receipts from Clients indicating that they received the electronic tablets.
- Obtain signed acknowledgements from Clients indicating the following:
 - 1) Their understanding and agreement that the assigned electronic tablet is a loan and must be returned to Council in good working condition if the program ends or if the Client withdraws from the program.
 - 2) Their understanding and agreement that a police report must be submitted if the tablet is stolen.
 - 3) Their understanding and agreement that they may be held financially liable if a tablet is stolen, lost, or returned damaged, broken, or with missing parts.
- Establish guidelines to determine if Client will be held financially liable for a tablet if it is stolen, lost, returned damaged or broken.
- Report, on a quarterly basis as required in Exhibit F, the number of unduplicated Clients using the assigned electronic tablets.

- Develop and conduct a Client satisfaction survey to report on the level of improvement in the Client's quality of life.
- Ensure staff will participate in conference calls with County staff as requested.

County will:

- Contribute One Hundred Thousand Dollars (\$100,000) of County funds to help Council implement its Technology Project.
- Pay Council within thirty (30) days of receipt of Council's properly submitted invoice as detailed in Article 4.

[Remainder of Page Intentionally Left Blank]

**Exhibit D-3
Outcomes**

Program Name	Activities	Outcomes	Data Source	Data Collection Method
Program 1: Local Match Funding of Senior Services	Home- and Community-Based Services, Long-Term Care Initiatives, Supportive Community Care, Caregiver Support, Nutritional Services	Maintain number of Clients receiving Services. Minimize number of persons waiting for Council services by ensuring proper expenditure of all available funds.	End of state Fiscal Year 2021 data indicating number of persons served by all Council services. End of state Fiscal Year 2021 data indicating number of persons released from the waiting list during the term of the Agreement, and number of persons waiting for any Council service at the close of the term of the Agreement.	Council tracks number of unduplicated Clients served by Council and all of its partners. Council compares baseline data (06/30/2021 to 06/30/2022 data). Council tracks number of persons on the waiting list on quarterly basis. Council compares baseline data (06/30/2021 to 06/30/2022 data).
Program 2: Technology Project	Purchase of a minimum of 245 electronic tablets with internet accessibility.	Provide report on number of electronic tablets purchased, assigned, and distributed. Provide report on number of Clients benefitting from the program and their level of satisfaction.	Paid purchases orders for electronic tablets and signed Clients' receipts. Clients' case files and satisfaction surveys results.	Council tracks and maintains logs for the purchase and distribution of electronic tablets. Council conducts Client satisfaction surveys.

Exhibit D-4
Monitoring Requirements

Council must comply with the following monitoring requirements:

I. Administrative Review

A. Funding Requirement

1. Verify County's local match contribution is used to meet Council's obligation for the State of Florida's and federal government's requirement in attaining a ten percent (10%) local match funding for programs as required by the Federal Older Americans Act (Title III) and State of Florida Department of Elder Affairs.
2. Verify that County's local match contribution is used to administer home- and community-based programs for Broward County residents sixty (60) years of age or older (Clients) to prevent unnecessary institutionalization.
3. Verify, through the use of utilization and demographic reports, that any programs funded in whole or in part by this Agreement are serving the target population as outlined in the State of Florida Department of Elder Affairs Program and Services Handbook.

B. Code of Ethics

1. Council has a written Code of Ethics that reflects its principles, philosophy, values for service delivery, and interaction with Clients.
2. Council orients staff to the Code of Ethics.
3. Council maintains written procedures to investigate and respond to alleged violations of the Code of Ethics.

C. Clients' Rights, Confidentiality, Grievance, and Waiting List Procedures

1. Council has a Clients' Rights policy that is distributed to Clients and its staff. The Clients' Rights policy assures that the Clients' decisions and needs drive the treatment process and assures a fair process of review if the Clients believe they have been mistreated, poorly served, or wrongly discharged from Services. Services will be made available to all who are eligible and seeking Services. Council must have written eligibility criteria for individuals seeking Services.
2. Council must have written policies for Clients' confidentiality and release of confidential information. Council has a policy that describes under what circumstances Client information can be released (name of agency or individual with whom information will be shared, information to be shared, duration of the release consent, and Client's signature).
3. Council has grievance procedures that are distributed to its staff and the Clients.

4. Council must keep grievances filed by Clients or its employees in a file folder with dispositions for County's review during monitoring site visits.
5. Council will have ranking criteria utilized for eligible applications when waiting lists exist.

D. Client File Management

1. Council has procedures in place to control access to electronic or hard copy of Clients' confidential records.
2. Council has developed procedures for safeguarding Clients' files in case of an emergency.
3. Clients' files will be in a secured and protected area.
4. Council will follow procedures for acceptable error corrections in Clients' files (no correction fluid or strikeouts that result in illegible original entry).
5. Original source documents must be available for County's review.
6. If logs or sign-in sheets are used, beginning and ending times and dates of service must be in Clients' files and progress notes in the Clients' files must match logs and sign-in sheets, as applicable.

E. Emergency Preparedness Plan

1. Council has a formal emergency preparedness plan that covers workplace violence, fire, flood, hurricanes, bomb threats, civil unrest, pandemics, and other potential emergencies.
2. Council has emergency procedures for contacting its staff and Clients; securing facilities, equipment, and vital records; and providing Services before, during, and after an emergency event.

F. Service Facility

1. Interior and exterior of premises are clean and well-maintained.
2. Restrooms are clean and appropriately equipped with supplies.
3. Separation of space allocated for administrative and direct service use.
4. Privacy is provided to Clients receiving Services.
5. Routine fire safety inspections have been conducted indicating compliance.

G. Fiscal Practices

Have on hand all original payroll and employee benefit documentation, receipts, paid invoices, canceled checks, or any other source documentation for reimbursement of expenses.

H. Cultural Competency Plan

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

1. Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with Clients and each other in a culturally diverse work environment.
2. Develop and implement a strategy to recruit, retain, and promote qualified, diverse, and culturally proficient administrative, clinical, and support staff who are trained and qualified to address the needs of the racial and ethnic communities being served.
3. Arrange for and require ongoing education and training for its administrative, clinical, and support staff in culturally and linguistically proficient service delivery.

II. Client File Contents

Council must maintain a case file for each Client served pursuant to Department of Elder Affairs. At a minimum, the file must contain, unless waived in advance in writing by the Contract Administrator in his or her sole discretion, but only if it is not applicable or relevant to the service or service practice, the following:

- A. Other file contents must include notation or signed releases for information that will be obtained “as needed” based on Council’s policy. Council must have signed releases for any referrals made on behalf of the Client.
- B. Conduct Client satisfaction survey to report on level of improvement of quality of life for the Technology Project (Program 2).

III. Human Resources

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

- A. Employee or volunteer application or resume.
- B. Documentation and verification of any degrees, certification or licensure for applicable volunteers or employees.
- C. Completed annual performance evaluations for staff employed over one year.
- D. Completed Federal USCIS Form I-9.
- E. Job description relevant to the position held with documentation of distribution to the volunteer or employee.

- F. Background screening according to federal, state, and local statutes. Council is to maintain these screening requirements for volunteers and employees based on the population served.
- G. Verification of volunteer's or employee's receipt of policies and procedures contained in manual, employee handbook, and drug-free workplace policy.

IV. Contracted Services

- A. Program Service Criteria: Council must have a formal written agreement with contracted providers that follows program standards set forth in the State of Florida Department of Elder Affairs Programs and Services Handbook.
- B. Client Participation
 - 1. The contracted provider must administer a program-specific Client satisfaction survey to participants in Program 2, Technology Project, annually.
 - 2. Council must compile and incorporate survey results into program planning.

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Exhibit E-1
Service Invoice - Local Match Funding of Senior Services (Program 1)

Board of County Commissioners, Broward County, Florida
Human Services Department

1. Name of Contracted Program or Project		2. Federal Identification Number	
3a. County Contract Number		4. Non-Profit Organization or Governmental Entity	
3b. Agency Contract Number (If Applicable)			
5. Billing Period Month/Year		6. Total Monthly Service	7. Total Local Match \$ Reimbursement This Month
8a. Total Local Match \$ Amount		8b. Percent Match Requested Year -to-Date	8c. Total Local Match \$ Reimbursement Year-to-Date
Note: Attach explanation of under or over performance			
CERTIFICATION: The undersigned, as an authorized signature for this Agreement between Broward County and Areawide Agency on Aging of Broward County, Inc., hereby affirms and certifies that the tasks billed under this invoice have been delivered on behalf of Broward County, in accordance with this Agreement and program standards set forth in the Department of Elder Affairs program manuals with contracted providers as warranted, and that all Clients served have met program eligibility requirements, and that sufficient written information is available to document tasks. Approved Signature: _____ Type Name and Title: _____ Date: _____			
FOR COUNTY USE ONLY			
Division			
Fund Number	Agency Number	Organization Number	Object Number
Date Invoice Received		Invoice Reviewed By	Date
Invoice Approved By		Date	Date Forwarded Accounting

Exhibit E-2
Match Reimbursement Chart

AREAWIDE COUNCIL ON
AGING OF BROWARD COUNTY,
INC.

Match Reimbursement for:

Organization	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date
Broward County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Alzheimer Family Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Home Touch	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Human Services Network/BMOW	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Lauderdale Lakes Alzheimer's Care Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miramar Satellite Senior Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SunServe/Noble McArtor SDC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Northeast Focal Point Senior Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Northwest Focal Point Senior Center District	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Northwest Federated Woman's Club	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Senior Citizens' Law Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Elder Helpline	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Southeast Focal Point Senior Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Southwest Focal Point Senior Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$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

Exhibit E-3
Service Invoice – Technology Project (Program 2)

Board of County Commissioners, Broward County, Florida
Human Services Department

1. Name of Contracted Program or Project		2. Federal Identification Number	
3a. County Contract Number		4. Non-Profit Organization or Governmental Entity	
3b. Agency Contract Number (If Applicable)			
5. Billing Period Month/Year		6. Total Services for Billing Period	7. Total Technology Project \$ Reimbursement This Billing Period
8a. Technology Project \$ Amount	8b. Percent Technology Project Requested Year - to-Date	8c. Total Technology Project \$ Reimbursement Year-to-Date	
Note: Attach explanation of under or over performance			
CERTIFICATION: The undersigned, as an authorized signature for this contract between Broward County, and Areawide Agency on Aging of Broward County, Inc., hereby affirms and certifies that the amounts billed under this invoice have been expended on behalf of Broward County, in accordance with this Agreement, that all Clients served have met program eligibility requirements, and that sufficient supporting documentation is available to validate the amount billed. Approved Signature: _____ Type Name and Title: _____ Date: _____			
FOR COUNTY USE ONLY			
Division			
Fund Number	Agency Number	Organization Number	Object Number
Date Invoice Received		Invoice Reviewed By	Date
Invoice Approved By		Date	Date Forwarded Accounting

Exhibit F
Client Demographic Data Report (Programs 1 and 2)

Program Number: _____ [use separate Exhibit F form for each program]

Agency Name: _____ Year: 20____ Quarter (Check One): (Oct. 1 - Dec. 31) ____ (Jan. 1 - Mar. 31) ____ (Apr. 1 - Jun. 30) ____ (Jul. 1 - Sept. 30) ____

Program Name: _____ Contract Number: _____ Date Stamp when Received _____

CHECK ONE ☐ Agency Records ☐ Estimate ☐ Other (Identify)

- a. Number of Clients enrolled at the beginning of quarter for this Agreement
b. Number of new Clients in this quarter
c. Number of Clients served in this quarter
d. Number of Clients terminated in this quarter
e. Number of Clients at the end of the quarter
f. Total number of unduplicated Clients served, year-to-date for this Agreement

_____ (a + b)

_____ (a + b - d)

The data below must reflect the total of ALL Clients Served Year to Date for this Agreement (see f. above.)																					
Age																			Estimated Poverty Level		
Check age category applicable to Clients Served	Choose A. or	0-5		6-10		11-13		14-15		16-17		18-19		20-21		21+		Total (all ages)	Total (all ages and sexes)	Estimated number served who are below poverty Level	Estimated number served who are above Poverty Level
	B.	0-17		18-21		22-49		50-59		60+											
		Sex		Sex		Sex		Sex		Sex		Sex		Sex		Sex					
Category		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F		
1. African American																					
2. American Indian																					
3. Black Hispanic																					
4. White Hispanic																					
5. Asian Indian																					
6. Other Asian																					
7. Haitian																					
8. Other																					
9. White																					
10. Total																					

Exhibit G

Required Reports and Submission Dates

<u>Description of Reports</u>	<u>Required Submission Dates</u>
1. <i>Service Invoices</i>	Quarterly: original and/or electronic
2. <i>Required Services Documentation form</i>	Quarterly: Submitted with Invoice—original and 1 copy
-OR-	
3. Client Information System Disk	Quarterly: Submitted with Invoice
4. Outcome Report	Submit with Invoice—Due the second of the month following full execution of Agreement, Apr. 15, July 15, Oct. 15; an original and 2 copies
5. Client Demographic Data for Agency	Submit with Invoice—Due the second of the month following full execution of Agreement, April 15, July 15, Oct. 15; an original and 2 copies
6. CBE Policy	Due prior to or by execution of Agreement—1 copy
7. Equal Employment Opportunity Policy	Due prior to or by execution of Agreement—1 copy
8. American with Disabilities Act Policy	Due prior to or by execution of Agreement—1 copy
9. Non-Discrimination Policy	Due prior to or by execution of Agreement—1 copy
10. Current Certificate of Insurance	Due prior to or by execution of Agreement, and thereafter, a new Certificate is due fifteen (15) days after the expiration date of the existing Certificate. Submit to Human Services Repository—2 copies
11. Current Annual Audited Financial Statement	Due within 180 days after the close of Council's fiscal year end—Submit to Human Services Repository—3 copies
12. State Financial Assistance Reporting Package	Due within 180 days after the close of Council's fiscal year end—3 copies
13. a) Blank Satisfaction Survey	a) Due with signed Agreement—2 copies
b) Complied Client Satisfaction Survey	b) Due July 15
14. Current Organizational Profile	Due upon request — Send directly to First Call for Help on behalf of The Coordinating Council of Broward
15. Monitoring Reports or Accreditation Reports from other agencies or funding sources	Due within 30 days of receipt
16. Sub-agreements with homeless shelters	Due upon execution of this Agreement
17. Placement Prioritization Guideline	Due with signed Agreement—1 copy

Note: Failure to submit the foregoing reports on or before the due date will result in the suspension of any payments due by County to Council.

Exhibit H-1
Quarterly Invoicing Schedule
Local Match Funding of Senior Services (Program 1)

Service Period:	Invoice Due to County by:	Invoice Amount:
October 1, 2021 - December 31, 2021	First invoice due the second of the month following full execution of Agreement.	\$171,230.00
January 1, 2021 - March 31, 2022	April 1, 2022	\$171,230.00
April 1, 2022 - June 30, 2022	July 1, 2022	\$171,230.00
July 1, 2022 - September 30, 2022	September 22, 2022	\$171,230.00

Exhibit H-2
Invoicing Schedule
Technology Project (Program 2)

Service Period:	Invoice Due to County by:
October 1, 2021 - March 31, 2022	Submit invoice and supporting documentation within six (6) months of Contract's execution for electronic tablets purchased and distributed equivalent to fifty percent (50%) of the funding
April 1, 2022 - June 30, 2022	July 1, 2022
July 1, 2022 - September 30, 2022	September 30, 2022

EXHIBIT I

INSURANCE REQUIREMENTS

Project: Local Match Funding of Senior Services

Agency: Elderly and Veterans Services Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☒ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations 	\$1,000,000 	\$2,000,000
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000 	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$100,000	
☐ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A		Each Claim:		
			*Maximum Deductible:	\$100,000	
☐ Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible:	\$10,000	Completed Value
COUNCIL IS RESPONSIBLE FOR DEDUCTIBLE					
Description of Operations: "Broward County" must be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County must be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Council's insurance must provide primary coverage and must not require contribution from County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Council is responsible for all coverage deductibles unless otherwise specified in the Agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract or work.					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			Digitally signed by COLLEEN A. POUNALL Date: 2021.11.10 14:05:41 -05'00' Risk Management Division		