

**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: 24-EVSD-8210-01

This agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and Areawide Council on Aging of Broward County, Inc., an active 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 Council’s obligation to obtain a ten percent (10%) local match contribution.
- B. County has allocated fiscal year 2023-2024 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 B-1 and B-2, Scope of Services.
- 1.4. **Contract Administrator** means the Director or Deputy Director of the Broward County Human Services Department, or the Director or Assistant Director of the Broward County Elderly and Veterans Services Division.
- 1.5. **Repository** means County’s Human Services Department repository under the Evaluation and Planning Section. Documents for the Repository must be submitted by email attachment to OEPRRepository@broward.org or in hard copy to: Broward County Human Services Repository, 115 South Andrews Avenue, Suite 318, Fort Lauderdale, Florida 33301.
- 1.6. **Services** means all work required of Council under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Article 3 and in Exhibits B-1 and B-2 of this Agreement.

ARTICLE 2. TERM

This Agreement begins on October 1, 2023, and continues through September 30, 2024 (“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 B-1, Scope of Services - Local Match Funding of Senior Services (Program 1), and Exhibit B-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 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
TOTAL	\$784,920

- 4.2. Method of Billing and Payment.
 - 4.2.1. Program 1. Council must submit quarterly invoices to County for Program 1 contributions on the form attached as Exhibit C-1, Service Invoice - Local Match Funding of Senior Services (Program 1), in accordance with Exhibit F-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 by an updated and fully completed

Exhibit C-2, Match Reimbursement Chart; an updated and fully completed Exhibit D, Client Demographic Data Report, for Program 1; and an updated and fully completed Exhibit A, Certification of Payments to Subcontractors and Suppliers (a form where subcontractor costs are charged), for Program 1.

- 4.2.2. Program 2. Council must submit invoices and supporting documentation to County for Program 2 funding on the form attached as Exhibit C-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 F-2, Invoicing Schedule - Technology Project (Program 2). These invoices must be accompanied by an updated and fully completed Exhibit D, Client Demographic Data Report, for Program 2; and an updated and fully completed Exhibit A, Certification of Payments to Subcontractors and Suppliers, for Program 2.
 - 4.2.3. Council's invoices submitted to County must be certified by Council's duly authorized representative.
 - 4.2.4. County will pay Council within thirty (30) days after receipt of Council's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances ("Code"). To be deemed proper, all invoices must (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and in accordance with instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Council to comply with a term, condition, or requirement of this Agreement.
 - 4.2.5. Council must pay subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. If Council withholds an amount as retainage from subcontractors or suppliers, Council 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.
- 4.3. This Agreement is contingent upon the availability of County funds. County will be the final authority as to the availability of funds.

- 4.4. The name, address, and Federal I.D. of the official payee to whom County will make payment is:

Areawide Council on Aging of Broward County, Inc.
5300 N. Hiatus Road
Sunrise, Florida 33351
Federal I.D.: 59-1529419

In accordance with the "Notice and Payment Address" 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 Services, 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 accordance with any Applicable Law 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 B-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 B-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 backup 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 Exhibits F-1 and F-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 B-3, Outcomes, 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 E, 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. Termination for Cause. 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 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.

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 any other instance, termination for cause may be 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. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination will be deemed a termination for convenience under Section 6.2 effective thirty (30) days after such notice was provided and Council will be eligible for the compensation provided in Section 6.2 as its sole remedy.

- 6.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Council. Council acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Council of such termination in accordance with this section. 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 this Agreement is terminated by County under this section, 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, and County will have no further obligation to pay Council for Services under this Agreement.

- 6.3. Notice of termination will be provided in accordance with the “Notice and Payment Address” section of this Agreement except that 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. 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 including recovery of costs incurred by County due to Council’s failure to comply with any term(s) of this Agreement.

ARTICLE 7. INDEMNIFICATION

Council must indemnify, hold harmless, and defend County and all of County’s current, former, 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 breach of this Agreement by Council, or 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 G, 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 G, Insurance Requirements, on all policies required under this article.
- 8.3. On or before execution of this Agreement or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Council must provide

County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Council must provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

- 8.4. Council must ensure that all insurance coverages required by this article remain in full force and effect 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 placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.
- 8.6. If Council maintains broader coverage or higher limits than the insurance requirements stated in Exhibit G, 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 G, Insurance Requirements, and submit to County for approval at least fifteen (15) days prior to execution of this Agreement or commencement of Services. 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 insurers 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 article.
- 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 this Agreement; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit G, 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 G, Insurance Requirements.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

- 9.1. Council and subcontractors must not 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 all 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. County Business Enterprise or CBE means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances. Although no CBE goal has been set for this Agreement, County encourages Council to give full consideration to the use of CBE firms to perform Services under this Agreement.
- 9.3. By January 1 of each year, Council must submit, and cause each subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications. This provision does not apply if (i) Council is a governmental entity, (ii) this requirement is prohibited by federal or state law, or (iii) the Agreement provides for a total maximum funding (inclusive of all Option Periods) of less than \$100,000.

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 after 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 and as permitted, 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 use treatment services and determined by County or Council to be in violation of Applicable Law 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 in which Council receives County funds and for each of Council's subsequent fiscal years until all County funds are expended and management letters 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 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 submission of its 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 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 the management letters within thirty (30) days after developing the schedule of correction.

ARTICLE 12. REPRESENTATIONS AND WARRANTIES

- 12.1. 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.

- 12.1.1. Council's representative responsible for the administration of the program(s) under this Agreement is the Chief Executive Officer of Council.
- 12.1.2. The empowered signatory of this Agreement for Council is the Chief Executive Officer as referenced on the signature page of this Agreement.
- 12.1.3. Changes in the empowered signatory must be communicated to County in accordance with the "Notice and Payment Address" section of this Agreement.
- 12.2. 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.
- 12.3. 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.
- 12.4. 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 become false, Council must immediately provide written notice to the Contract Administrator.
 - 12.4.1. No irregularities in Council's management or employees have a material effect on Council's operations or financial stability.
 - 12.4.2. Council has committed no violations or possible violations of laws or regulations, the effects of which should be considered by County prior to entering into this Agreement.
 - 12.4.3. Council has in its records and has disclosed to County all material information pertaining to the financial position of Council.
 - 12.4.4. Council has properly documented and disclosed to County all related party transactions, as defined by generally accepted accounting principles, and related amounts receivable or payable pertaining to Council's financial position.
 - 12.4.5. If Council is operating a facility or providing a service that requires any type of licensure including, but not limited to, licensure under Applicable Law, Council maintains appropriate active licenses that are all in good standing and have not been revoked or suspended.

- 12.4.6. When applicable, Council will ensure compliance with the provisions of Applicable Law whenever background screening for employment or a background security check is required by law for employment. Council must maintain these screening requirements and records of same for volunteers and employees based on the population served.
 - 12.4.7. 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.
 - 12.4.8. Verification of liability protection must accompany this Agreement upon Council's execution of this Agreement.
 - 12.4.9. 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.
 - 12.4.10. County has relied on all representations and information provided to County by Council in the course of competing for and developing this Agreement.
- 12.5. Prohibited Telecommunications Equipment. Council represents and certifies that Council and all 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 C.F.R. §§ 52.204-24 through 52.204-26. Council represents and certifies that Council and all subcontractors will not provide or use such covered telecommunications equipment, system, or services during the Term.
- 12.6. Entities of Foreign Concern. The provisions of this section apply only if Council or any subcontractor will have access to an individual's personal identifying information under this Agreement. Council represents and certifies: (i) Council is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Council; and (iii) Council is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Upon execution of this Agreement, Council and any subcontractor that will have access to personal identifying information must submit to County executed affidavit(s) under penalty of perjury, in substantially the form attached to this Agreement as Exhibit H, Affidavit of Compliance with Foreign Entity Laws, or in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of the "Method of Billing and Payment" section. Terms used in this section that are not otherwise defined in this Agreement have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

ARTICLE 13. MISCELLANEOUS

- 13.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Council to manage and supervise the performance of this Agreement. Council acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement. Unless expressly stated otherwise in this Agreement, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.
- 13.2. 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 all subcontractors.
- 13.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, will not constitute a breach of this Agreement. If Council is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Council must:
 - 13.3.1. Keep and maintain public records required by County to perform the Services;
 - 13.3.2. 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;
 - 13.3.3. 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
 - 13.3.4. Upon expiration of the Term 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 the public records, Council must meet all requirements of Applicable

Law 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.

If Council receives a request for public records regarding this Agreement or the Services, Council must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Council must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Council contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Council asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Council must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Council must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Council as Restricted Material, County will refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Council, or the claimed exemption is waived. Any failure by Council to strictly comply with the requirements of this section will constitute Council’s waiver of County’s obligation to treat the records as Restricted Material. 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 Restricted Material in response to a third-party request.

IF 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.

- 13.4. Audit Rights and Retention of Records. County will have the right to audit the books, records, and accounts of Council and all subcontractors that are related to this Agreement. Council and all subcontractors must keep such books, records, and accounts as may be necessary 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 and all subcontractors must make

same available in written form at no cost to County. Council must provide County with reasonable access to Council's facilities, and County must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Council and all 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. This article will survive any dispute or litigation between the Parties, and Council expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection in accordance with 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. Council must make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

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 reveals overpricing or overcharges to County of any nature by Council in excess of five percent (5%) of the total contract billings reviewed by County, Council must make adjustments for the overcharges. 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 all subcontractors.

- 13.5. 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 the Contract Administrator for the purpose of complying with HIPAA, HITECH, or other Applicable Law. 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 subcontractors.

- 13.6. Independent Contractor. Council is an independent contractor of County, and nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Council nor its agents will act as officers, employees, or agents of County. Council does not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.
- 13.7. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law will have occurred under County's regulatory authority as a governmental body separate and apart from this Agreement and will not be attributable in any manner to County as a Party to this Agreement.
- 13.8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor will anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.
- 13.9. Third-Party Beneficiaries. Neither Council nor County intends to primarily or directly 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 is entitled to assert a right or claim against either of them based upon this Agreement.
- 13.10. Notice and Payment Address. Unless otherwise stated herein, for 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, each with a contemporaneous copy via email, to the addresses listed below and is effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments will be made to the noticed address for Council. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Elderly and Veterans Services Division
Attn: Director
Governmental Center West
1 North University Drive, Suite 4108B
Plantation, Florida 33324
Email address: abusada@broward.org

FOR COUNCIL:

Areawide Council on Aging of Broward County, Inc.
Attn: Chief Executive Officer
5300 N. Hiatus Road
Sunrise, Florida 33351
Email address: mathertaylorc@adrcbroward.org

- 13.11. 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.
- 13.12. Conflicts. Neither Council nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Council's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Council's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which they or Council is not a party, unless compelled by legal process. Further, such person 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.
- 13.13. Materiality and Waiver of 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 and signed by an authorized signatory of the Party granting the waiver.
- 13.14. Renegotiation. The Parties agree to renegotiate this Agreement if revision of any Applicable Law or increase or decrease in allocations make changes in this Agreement necessary.
- 13.15. Compliance with Laws. Council and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101,

Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

- 13.16. 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.
- 13.17. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.
- 13.18. 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 any 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. Any reference to approval by County requires approval in writing, unless otherwise expressly stated.
- 13.19. 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 into this Agreement and any provision within an article or section of this Agreement, the article or section will prevail and be given effect.
- 13.20. 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.**
- 13.21. Amendments. Unless expressly authorized in this Agreement, 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.
- 13.22. 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 Agreement.

- 13.23. Polystyrene Food Service Articles. Council must not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.
- 13.24. Payable Interest.
- 13.24.1. Payment of Interest. Unless prohibited by Applicable Law, County will not be liable for interest to Council for any reason, whether as prejudgment interest or for any other purpose, and Council waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.
- 13.24.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, will be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).
- 13.25. Incorporation by Reference. The attached exhibits are incorporated into and made a part of this Agreement.
- 13.26. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.
- 13.27. Use of County Name or Logo. Council must not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward 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 _____ 2024, and Areawide Council on Aging of Broward County, Inc., signing by and through its Chief Executive Officer, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By: _____
Mayor

_____ day of _____, 2024

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

By: _____
Angela M. Rodriguez (Date)
Assistant County Attorney

By: _____
Karen S. Gordon (Date)
Senior Assistant County Attorney

AMR/bh
AAA-LocalMatchTech-FY24.a01
03/12/2024
#60067

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

COUNCIL

Areawide Council on Aging of Broward County, Inc.

By: Charlotte C. Mather-Taylor
Charlotte Mather-Taylor
Chief Executive Officer

18 day of MARCH, 2024

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

Agreement Number: 24-EVSD-8210-01

Program Number: _____ [*use separate Exhibit A 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)

COUNTY OF)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Signature of Notary Public

Print, Type, or Stamp Name of Notary

(NOTARY SEAL)

My commission expires: _____

Exhibit B-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 the 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 Programs 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 the 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 after receipt of Council's properly submitted invoice as detailed in Article 4 of this Agreement.

Exhibit B-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 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 acknowledgments 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; and
 - 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, or returned damaged or broken.
- Report quarterly, as required in Exhibit D, 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 after receipt of Council's properly submitted invoice as detailed in Article 4 of this Agreement.

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Exhibit B-3 Outcomes

Program 1: Local Match Funding of Senior Services

Activities

Home- and Community-based Services, Long-term Care Initiatives, Supportive Community Care, Caregiver Support, Nutritional Services

Outcomes

Maintain number of Clients receiving Services.

Minimize number of persons waiting for Council services by ensuring proper expenditure of all available funds.

Data Source

End of state Fiscal Year 2023 data indicating number of persons served by all Council services.

End of state Fiscal Year 2023 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.

Data Collection Method

Council tracks number of unduplicated Clients served by Council and all of its partners. Council compares baseline data (06/30/2023 to 06/30/2024 data).

Council tracks number of persons on the waiting list on quarterly basis. Council compares baseline data (06/30/2023 to 06/30/2024 data).

Program 2: Technology Project

Activities

Purchase of a minimum of 245 electronic tablets with Internet accessibility.

Outcomes

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.

Data Source

Paid purchases orders for electronic tablets and signed Clients' receipts.

Clients' case files and satisfaction surveys results.

Data Collection Method

Council tracks and maintains logs for the purchase and distribution of electronic tablets.

Council conducts Client satisfaction surveys.

Exhibit B-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 the 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, with utilization and demographic reports, that any programs funded in whole or in part by this Agreement are serving the population of focus as outlined in the State of Florida Department of Elder Affairs Programs 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 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 under this Agreement, as required by the Department of Elder Affairs Programs and Services Handbook. 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 the Department of Elder Affairs Programs and Services Handbook, 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. Council must ensure that the contracted provider(s) 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 C-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			
<p>CERTIFICATION: The undersigned, as an authorized signature for this Agreement between Broward County and Areawide Council 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.</p> <p>Approved Signature: _____</p> <p>Type Name and Title: _____</p> <p>Date: _____</p>			
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 C-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 C-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			
<p>CERTIFICATION: The undersigned, as an authorized signature for this Agreement between Broward County and Areawide Council 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.</p> <p style="margin-left: 40px;">Approved Signature: _____</p> <p style="margin-left: 40px;">Type Name and Title: _____</p> <p style="margin-left: 40px;">Date: _____</p>			
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 D Client Demographic Data Report (Programs 1 and 2)

Program Number: _____ [use separate Exhibit D 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 (a + b)
- d. Number of Clients terminated in this quarter
- e. Number of Clients at the end of the quarter (a + b - d)
- f. Total number of unduplicated Clients served, year-to-date for this Agreement

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+		18-19		20-21		21+						
		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 E
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 after execution of Agreement, April 15, July 15, October 15; an original and 2 copies
5. Client Demographic Data for Agency	Submit with invoice—Due the second of the month after execution of Agreement, April 15, July 15, October 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. Nondiscrimination 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 Statements	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 of Broward, Inc. d/b/a 2-1-1 Broward
15. Monitoring Reports or Accreditation Reports from other agencies or funding sources	Due within 30 days after 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 F-1
Quarterly Invoicing Schedule - Local Match Funding of Senior Services (Program 1)

1 - Service Period: October 1, 2023 – December 31, 2023

Invoice due to County by the second of the month after execution of the Agreement

Invoice Amount: \$171,230

2 - Service Period: January 1, 2024 – March 31, 2024

Invoice due to County by April 1, 2024

Invoice Amount: \$171,230

3 - Service Period: April 1, 2024 – June 30, 2024

Invoice due to County by July 1, 2024

Invoice Amount: \$171,230

4 - Service Period: July 1, 2024 – September 30, 2024

Invoice due to County by September 22, 2024

Invoice Amount: \$171,230

[Remainder of Page Intentionally Left Blank]

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

1 - Service Period: October 1, 2023 – March 31, 2024

Submit invoice and supporting documentation within six (6) months after execution of Agreement for electronic tablets purchased and distributed equivalent to fifty percent (50%) of the funding

2 - Service Period: April 1, 2024 – June 30, 2024

Invoice due to County by July 1, 2024

3 - Service Period: July 1, 2024 – September 30, 2024

Invoice due to County by September 30, 2024

[Remainder of Page Intentionally Left Blank]

Exhibit G 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 <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A		Each Claim:		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible:		Completed Value
*Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE					
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. 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 of work.					

CERTIFICATE HOLDER:
Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed by
COLLEEN A.
POUNALL
Date: 2024.03.06
11:29:19 -05'00'

Risk Management Division

Exhibit H
Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 2024 Entity: Areawide Council on Aging of Broward County, Inc.

Signed: _____
Charlotte Mather-Taylor, Chief Executive Officer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2024, by Charlotte Mather-Taylor, as Chief Executive Officer for Areawide Council on Aging of Broward County, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____