

# APPROPRIATIONS CONTRACT

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**THIS CONTRACT** is signed on \_\_\_\_\_, by the City of Pompano Beach (“City”) and AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., a Not For Profit Corporation authorized to do business in the State of Florida (“Recipient”).

**WHEREAS**, the City of Pompano Beach has appropriated for its current Fiscal Year 2021-22 (October 1st through September 30th), the sum of \$50,000 to Recipient, to conduct a program entitled or activity as described in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description” (collectively the “Work”) attached hereto and incorporated herein by reference, for the period beginning October 1, 2021 and ending September 30, 2022; and

**WHEREAS**, the City Commission finds that entering into this Contract serves a valid public purpose as Recipients shall perform or provide a service that is beneficial to the residents of the City, and that the City is currently not in a position to provide such services on its own; and

**WHEREAS**, it is in the best interest of the City to enter into this contract with Recipient to provide the Work hereunder in accordance with the terms and conditions set forth herein; and

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as set forth below.

1. *Contract Documents.* This Contract consists of Exhibit A, “Recipients Requirements, Contractual Responsibilities and Program Description”; Exhibit B, “Payment Schedule”; and Exhibit C, “Insurance Requirements” attached hereto, made a part hereof and incorporated herein, and all written change orders and modifications issued and approved by the City after execution of this Contract.

2. *Term of Contract.* This Contract shall be for the period beginning October 1, 2021 and ending September 30, 2022.

3. *Renewal.* This Contract is not subject to renewal.

4. *City’s Maximum Obligation.* City agrees to pay Recipient the aforementioned sum to provide the Work. Both parties agree that unless otherwise directed by City in writing, Recipient shall continue to provide the Work during the term of this Contract.

5. *Payment of Program.* City shall pay Recipient for performance of the Work in accordance with Payment Schedule set forth in Exhibit B.

6. *Disputes.* Any factual disputes between City and the Recipient in regard to this Contract shall be directed to the City Manager for the City whose decision shall be final.

7. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Contract, the City's Contract Administrator shall be the City Manager or his/her written designee and Recipient's Contract Administrator shall be Charlotte Mather-Taylor or his/her written designee.

B. *Notices and Demands.* A notice, demand or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representative(s) named below or is addressed and delivered to such other authorized representative at the address as that party from time to time may designate in writing and forward to the other as provided herein.

**If to Recipient:** Charlotte Mather-Taylor  
Executive Director  
5300 N Hiatus Rd  
Sunrise, FL 33351  
Office: (954) 745-9567  
Email: Mathertaylorc@adrcbroward.org

**If to City:** Greg Harrison, City Manager  
100 W Atlantic Blvd.  
Pompano Beach, FL 33060  
Office: (954) 786-4601  
Email: greg.harrison@copbfl.com

8. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all items, developed, prepared, assembled or compiled by Recipient as required for the Work hereunder, whether complete or unfinished, shall be owned by City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for use and/or distribution as City deems appropriate provided City has compensated Recipient in accordance with the terms set forth herein. City's re-use of Recipient's Work product shall be at its sole discretion and risk if done without Recipient's written permission. Upon completion of all Work contemplated hereunder or termination of this Contract, Recipient shall promptly provide City's Contract Administrator copies of all of the above Work documents upon written request. Recipient may not disclose, use, license or sell any Work developed, created or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this paragraph shall survive termination or expiration of this Contract.

To the extent it is necessary for Recipient to perform the Work, City shall provide any information, data and reports in its possession to Recipient free of charge.

9. *Termination.* City shall have the right to terminate this Contract, in whole or in part, for cause, default or negligence on Recipient's part, upon ten (10) business days advance written notice to Recipient. Such Notice of Termination may include City's requests for certain product documents and materials, and other provisions regarding the Program.

If there is any material breach or default in Recipient's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after

City's written Notice of Termination, City, in its sole discretion, may terminate this Contract immediately and Recipient shall not be entitled to receive further payment from the effective date of the Notice of Termination.

In the event the City fails for any reason to appropriate funds for this Contract, it shall be deemed terminated and City shall provide Recipient with ten (10) business days written notice. Upon receipt of said notice, Recipient shall be responsible for any and all expenses and/or legal obligations made after receipt of City's written notice from the City.

10. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. Additionally, should funds not be utilized, and services or programs not provided within the specific required time period in this Contract due to circumstances outside the control of Recipient, including but not limited to, a Force Majeure event, City is under no obligation to amend or extend this Contract to provide the approved funding past the expiration of the performance period set forth in this Contract. Any amendment to this Contract for such purposes shall be at City's sole discretion, based upon its budget, available funds, and other factors it may deem relevant.

Recipient must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

11. *Insurance.* Recipient shall maintain insurance in accordance with Exhibit C throughout the term of this Contract.

12. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Contract.

A. Recipient shall at all times indemnify, hold harmless and defend the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Recipient and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Recipient, its agents, officers and/or employees, in the performance of Work under this Contract. Recipient agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Recipient hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

B. Recipient acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Recipient. The parties agree that one percent (1%) of the total compensation paid to Recipient hereunder shall constitute specific consideration to Recipient for the indemnification provided under this Paragraph and these provisions shall survive expiration or early termination of this Contract.

13. *Sovereign Immunity.* Nothing in this Contract shall be construed to affect in any way the rights, privileges and immunities of the City and its agents as set forth in §768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

14. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Contract is not assignable and Recipient agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Recipient to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Contract whereby City shall be released of any of its obligations hereunder. In addition, this Contract and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Recipient's insolvency or bankruptcy, City may, at its option, terminate and cancel this Contract without any notice of any kind whatsoever, in which event all rights of Recipient hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Recipient shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Recipient shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Recipient may subcontract Work in accordance with this Paragraph, Recipient remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* in accordance with the provisions of Paragraph 26 below.

15. *Performance Under Law.* Recipient, in performance of its duties under this Contract, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

16. *Audit and Inspection Records.* Recipient shall permit authorized representatives of the City to inspect and audit all data and records of the Recipient, if any, related to the Work being funded by this Contract until three (3) years after City's final payment under this Contract. Recipient agrees that such inspections and audits may include City's authorized representatives auditing Recipient's financial affairs at any time with no advance notice by City.

Recipient further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of its duly authorized representatives shall,



until **three (3) years after City's final payment to Recipient**, have access to and the right to examine any books, documents, papers and records of such subcontractor attendant to any subcontracted Work provided hereunder.

In the event Recipient receives fifty thousand dollars (\$50,000.00) or more from the City, the City reserves the right to request a copy of a Grant Auditing Report conducted in accordance with the Government Auditing Standards issued by the United States Comptroller General and the provisions of OMB Circular A-133 issued by the Office of Management and Budget, Executive Office of the President. If such a request is made by the City, all grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. Upon City's written request, this Report shall be due within 120 days of the close of the City's fiscal year.

17. *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

18. *Independent Contractor.* Recipient shall be deemed an independent contractor for all purposes, and employees of Recipient and all its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the City. As such, the employees of Recipient, its contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City. Furthermore; nothing in this Contract shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between Recipient and City.

19. *Mutual cooperation.* Recipient recognizes its performance of Work hereunder is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, Recipient shall be responsible to maintain a cooperative and good faith attitude in all relations with City and the public and shall actively foster a public image of mutual benefit to both parties. Recipient shall not make any statements or take any actions detrimental to this effort.

20. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Recipient shall comply with Florida's Public Records Law, as amended. Specifically, the Recipient shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Recipient does not transfer the records to the City.

4. Upon completion of this Contract, transfer, at no cost to City, all public records in its possession or keep and maintain public records required by the City as required hereunder. If Recipient transfers all public records to the City upon completion of this Contract, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Recipient keeps and maintains public records upon completion of this Contract, Recipient shall meet all applicable requirements for retaining public records. Upon request from the City's custodian of public records, all records stored electronically by Recipient must be provided to the City in a format that is compatible with the information technology systems of the City.

B. Failure of the Recipient to provide the above described public records to the City within a reasonable time may subject Recipient to penalties under §119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253**

**Pompano Beach, Florida 33060**

**(954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

21. *Governing Law.* Agreement must 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 be 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. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

22. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Contract provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Recipient be considered a waiver of City's rights with respect to that default or any other default by Recipient.

C. Either party may request changes to modify certain provisions of this Contract; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Contract.

23. *No Contingent Fee.* Recipient warrants that other than a bona fide employee working solely for Recipient, Recipient has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Contract or contingent upon or resulting from the award or making of this Contract. In the event of Recipient's breach or violation of this provision, City shall have the right to terminate this Contract without liability and, at City's sole discretion, to deduct from the Payment Schedule set forth in Exhibit B or otherwise recover the full amount of such fee, commission, gift or other consideration.

24. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Contract, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

25. *No Third-Party Beneficiaries.* Recipient and City agree that this Contract and other contracts pertaining to Recipient's performance hereunder shall not create any obligation on Recipient or City's part to third parties. No person not a party to this Contract shall be a third-party beneficiary or acquire any rights hereunder.

26. *Public Entity Crimes Act.* As of the full execution of this Contract, Recipient certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Recipient is subsequently listed on the *Convicted Vendors List* during the term of this Contract, Recipient agrees it shall immediately provide City written notice of such designation in accordance with Paragraph 7 above.

27. *Entire Contract.* This document incorporates and includes all prior negotiations, correspondence, conversations, contracts or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, contracts or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or contracts, whether oral or written.

28. *Headings.* The headings or titles to Articles of this Contract are not part of the Contract and shall have no effect upon the construction or interpretation of any part of this Contract.

29. *Counterparts.* This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Contract and any signatory hereon shall be considered for all purposes as original.

30. *Approvals.* Whenever City approval(s) shall be required for any action under this Contract, said approval(s) shall not be unreasonably withheld.

31. *Absence of Conflicts of Interest.* Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Contract and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

32. *Binding Effect.* The benefits and obligations imposed pursuant to this Contract shall be binding and enforceable by and against the parties hereto.

33. *Severability.* Should any provision of this Contract or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Contract shall remain in full force and effect.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**“CITY”:**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

**CITY OF POMPANO BEACH**

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND  
CITY CLERK

(SEAL)

Approved As To From:

\_\_\_\_\_  
MARK E. BERMAN  
CITY ATTORNEY

**"RECIPIENT"**

AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.  
(Print or type name of company here)

Witnesses:

Handi Osman

Handi Osman

(Print or Type Name)

Amparo M. Fidalgo

Amparo M. Fidalgo  
(Print or Type Name)

By: Pauline Grant

Print Name: PAULINE GRANT

Title: PRESIDENT

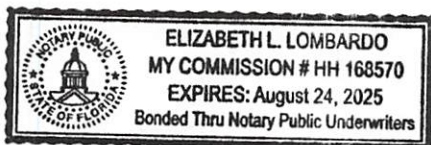
Business License No. 59-1529419

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9<sup>th</sup> day of September, 2021, by PAULINE GRANT as PRESIDENT of AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., a Florida non for profit corporation. She is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Elizabeth L. Lombardo  
NOTARY PUBLIC, STATE OF FLORIDA

Elizabeth L. Lombardo  
(Name of Acknowledger Typed, Printed or Stamped)

HH 168570  
Commission Number

## **Exhibit “A”**

### **Recipients Requirements, Contractual Responsibilities and Program Description**

1. RECIPIENT agrees to do as follows:

- a) To accept the funds as appropriated in accordance with the terms of this Contract; and
- b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, the CITY reserves the right to request a copy of the matching fund contract along with a financial report; and
- c) Prior to the award of any CITY funds, RECIPIENT shall provide documentation substantiating that RECIPIENT’s corporation/organization falls within Section 501(c)(3) and Section 501(A) of the Internal Revenue Code and a W9 form; and
- d) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Contract shall be resolved in favor of the more restrictive guidelines; and
- e) To utilize allotted funds under this Contract for the sole purpose set forth in this Contract – FRAUDULENT USE OF CITY FUNDS SHALL RESULT IN THE TERMINATION OF THIS CONTRACT AND THE RECIPIENT SHALL BE OBLIGATED TO RETURN ALL THE FUNDS AWARDED BY THIS CONTRACT. IN ADDITION, THE CITY RESERVES ANY AND ALL RIGHTS AFFORDED UNDER THE LAW INCLUDING PROSECUTION FOR SUCH FRAUDULENT USE OF CITY FUNDS IN A COURT OF COMPETENT JURISDICTION. ALL UNSPENT FUNDS MUST BE RETURNED TO THE CITY; and
- f) To return to the CITY within fifteen (15) days of demand all CITY funds paid to said RECIPIENT under the terms of this Contract upon the finding that the terms of any contract executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and
- g) To return to the CITY all funds expended for disallowed expenditures as determined by the CITY which includes, but not limited to:
  - i. Personal digital assistants (PDAs), cell phones, smartphones, and similar devices
  - ii. Service costs to support PDAs, cell phones, smartphones, and similar devices such as wireless services and data plans
  - iii. Proposal preparation including the costs to develop, prepare or write the proposal
  - iv. Pre-award costs
  - v. Out-of-state travel; non-local travel expenses
  - vi. Gift cards
  - vii. Purchase/lease of facilities or vehicles (e.g., buildings, buses, vans, cars)
  - viii. Rentals – one day only (written justification and approval needed for additional time)

- ix. Entertainment – exceptions shall be made for community events (written justification and approval needed prior)
- x. Land acquisition
- xi. Furniture
- xii. Honorariums for presenters/speakers and any costs associated with travel expenses
- xiii. Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)
- xiv. Tuition/Scholarships
- xv. Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
- xvi. Clothing or uniforms (written justification and approval needed)
- xvii. Project banquets/luncheons
- xviii. Costs for items/services already covered by indirect costs allocation (supplanting)
- xix. Out of state college tours
- xx. Out of county field trips
- xxi. Alcohol
- xxii. Airfare
- xxiii. Boat rentals
- xxiv. Family incentives
- xxv. Car mileage
- xxvi. Stipends
- xxvii. Payroll taxes
- xxviii. Laboratory fees
- xxix. Computers
- xxx. Health benefits
- xxxi. Appliances and home goods (written justification and approval needed)
- xxxii. Digital Cameras
- xxxiii. Plaques
- xxxiv. Hotel Costs
- xxxv. Housing - (written justification and approval needed based on programming)

h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the CITY under this Contract; and

2) RECIPIENT agrees to provide the City Manager's Office or designee with a quarterly narrative and financial progress report, if applicable, on the program or activity described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description.

Such reports shall include basic statistical information relative to the program or activity and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description.

RECIPIENT shall receive the first wave of funding upon approval by the City Commission. A narrative and financial report shall be due on the dates listed below, as applicable.



However, following the completion of the first narrative and financial report and as indicated in Exhibit "B" Payment Schedule, the remaining distribution payment to the RECIPIENT shall be contingent upon prior receipt of the required progress narrative and financial report which is due during the preceding quarter. Narrative and financial reports for recipients receiving quarterly or monthly payments as indicated in Exhibit "B" Payment Schedule shall be due no later than the following dates:

1st Quarterly Narrative & Financial Report (October/November/December) - February 1st

2nd Quarterly Narrative & Financial Report (January/February/March) - May 1st

3rd Quarterly Narrative & Financial Report (April/May/June) - August 1st

4th Quarterly Narrative & Financial Report (July/August/September) - September 30<sup>th</sup>

If RECIPIENT receives a lump sum payment for a one-time event or an award amount of \$5,000 or less then the RECIPIENT shall be required to submit their narrative and financial report on a due date above as assigned by the CITY at a later date. The due date shall occur after the program or activity described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description has concluded.

However, if any of the above dates fall on a weekend, then the due date shall be extended to the next business day, thereafter, as long as it does not exceed the term of this contract.

When submitting the quarterly narrative reports, RECIPIENT shall track and report to the CITY the following:

- a. Current and final outcomes for the program based on the objectives provided in the RECIPIENT's grant application
- b. Include all available statistics and/or numbers regarding the demographics of individuals served by the program; such as the number of CITY of Pompano Beach residents served (include tracking method used)
  - i. Age
  - ii. Race
  - iii. Gender
  - iv. Zip Codes
  - v. Household income (if applicable)
- c. Describe accomplishments of the program to date
- d. Summary of the impact the program has had on its intended target audience; to include challenges faced, photographs of the project and success stories (How did the CITY's funding make a difference in a resident/recipient's life?)

Failure to provide the quarterly narrative reports shall render an organization ineligible to receive future payouts.

- 3) The approved budget for the RECIPIENT, included in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.

RECIPIENT shall submit financial reports with all required documentation of expenditures (including original receipts/proofs of payments and itemized list).

Failure to provide a narrative and financial report as assigned by the CITY and/or failure to utilize all of the prior allocated funds from the first six months of the contract shall render an organization ineligible to receive additional payouts and render the organization ineligible for current and future funding from the CITY.

Failure from the RECIPIENT to provide a Quarterly or Final narrative or Monthly, Quarterly or Lump Sum, financial report shall forfeit all outstanding project funding and shall render the RECIPIENT ineligible for additional funding from the CITY.

- 4) RECIPIENT agrees that any funds provided by the CITY for the operation of the program or activity during the current CITY's fiscal year, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be returned to the CITY.
- 5) RECIPIENT shall not use the CITY's logo, materials, or testimony for promotion of the RECIPIENT's program without written authorization from the CITY Manager or its designee.
- 6) RECIPIENTS shall attend a mandatory Orientation provided by the CITY at a date to be determined by the CITY. Failure to attend said Orientation shall be grounds for termination of the contract.
- 7) In cases where a contract is terminated by the CITY for default by RECIPIENT, the CITY reserves the right to deny RECIPIENT's future applications for new funding for a time to be determined by the City Manager, and/or his or her designee, and/or the City Commission.

Organization Name: AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.

Program Funded: 2022 Fair Share

Amount Funded: \$50,000

Program Description: The Areawide Council on Aging, which administers the Aging & Disability Resource Center, is the prime planning, coordinating, and funding source for 23 Broward Projects. Our goal is to prevent or delay premature institutionalization of elders.

We are the hub of the wheel through which the Federal, State and Local Monies flow. Those which receive Federal Older Americans Act, and State Community Care for the Elderly Allocations, are mandated to raise a local 10% match. Our nonprofit 501 (c) (3) organization employs a Fair Share Methodology to endeavor to raise as much of the required match as possible, by preparing computerized records of all services provided to each municipality's elder residents and then seeking contributions predicated on the number of seniors in the city times  $\frac{2}{3}$  of the dollar amount representing one elder. The County is requested to provide the other  $\frac{1}{3}$ , plus the Total Fair Share representing residents of unincorporated Broward.

Form Name:	City of Pompano Beach Nonprofit Sponsorship Application
Submission Time:	April 30, 2021 10:18 am
Browser:	Chrome 90.0.4430.93 / Windows
IP Address:	50.233.187.106
Unique ID:	802005799
Location:	34.208099365234, -84.780799865723

## About Your Organization

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**Which Fiscal Year Is Your Organization Applying For?** 2021-2022

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**Full Name of Nonprofit:** Areawide Council on Aging of Broward County, Inc.

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**Mission of Nonprofit:** The Areawide Council on Aging of Broward County, Inc. (Aging and Disability Resource Center) exists to improve the quality of life for all seniors living in Broward County. We do this by collaborating with other organizations and providing exceptional compassionate leadership in a broad array of programs dedicated to allowing Pompano Beach residents to continue to live life to their fullest potential. We plan, coordinate, fund, provide and advocate for needed services for Broward residents 60 years of age or older, and adults age 18 or older who are diagnosed with Alzheimer's Disease or a related dementia and their caregivers. We are the designated entry point for Statewide Medicaid Managed Care Long Term Care services for elders 60 years of age or older and qualifying adults with disabilities aged 18 to 59. Our Helpline is certified to provide SNAP assistance, EHEAP assistance, SHINE Counseling and ConnectingWithU services to elders and their caregivers. We have a network for services which provide emergency home delivered meals, congregate and home delivered meals, adult day care, transportation, caregiver training and support, minor home repairs, legal assistance, emergency alert response, counseling, as well as in-home services including homemaking, personal care and respite through our agency and 23 social service agencies.

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**Brief Overview of Nonprofit:**

The Areawide Council on Aging of Broward County, Inc. (Agency) plans, coordinates, provides, funds and advocates for needed services for Broward residents 60 years of age or older, and adults age 18 or older who are diagnosed with Alzheimer's disease or a related dementia and their caregivers.

Information and Referral services are available to all callers who reach out for assistance in caring for themselves or on behalf of elders. Callers are provided with resources and are screened for funded services. In addition, we offer guidance and assistance to seniors and qualifying adults with a disability who are age 18 - 59, seeking Statewide Medicaid Managed Care Long Term Care Services.

Services provided through the Older Americans Act include but are not limited to meals, respite, transportation, adult day care, recreation, counseling, exercise programs, health and wellness classes, legal services, minor home repair, telephone reassurance and technology programs that allow seniors to connect and interact with each other while remaining socially distanced. We provide respite and caregiver support services under the Alzheimer's disease Initiative Program to families caring for adults age 18 and older who have been diagnosed as having suspected Alzheimer's disease or some other form of dementia. Our Emergency Home Energy Assistance for the Elderly Program (EHEAP) assists low-income households, with at least one person age 60 and older, when the households are experiencing a home energy emergency. Our Serving Health Insurance Needs of Elders (SHINE) program is comprised of specially trained volunteers who assist with Medicare, Medicaid, and health insurance questions by providing one-on-one counseling and information. SHINE services are free, unbiased, and confidential. Our SNAP Assistance program provides assistance to elders applying for food stamps on-line.

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<b>Nonprofit Website:</b>	www.adrcbroward.org
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<b>Which Funding Priority Does Your Nonprofit Qualify For:</b>	Senior Assistance
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<b>Type of Organization - select the one that best applies:</b>	Human Services
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**Executive Summary of How Nonprofit  
will use City of Pompano Beach  
Funding:**

Funding will be employed to continue the delivery of a coordinated system of services to older persons in Pompano Beach, FL. The array of services includes, but is not limited to the following: congregate/home delivered meals, Adult Day Care, caregiver training and support, counseling, in-home/facility respite, health support, housing improvement, in-home screening and assessment, legal assistance, homemaker, personal care, screening and assessment, specialized medical equipment, and transportation. The most utilized services within the city of Pompano Beach are congregate and home delivered meals, facility respite, homemaker, and personal care. In 2020, services totaling over \$1,005,926 were provided to residents of Pompano Beach not including the \$228,146 of emergency meals that were distributed. In 2020, we distributed 63,728 emergency meals to 345 Pompano Beach residents and to date in 2021, we provided 32,284 additional emergency meals costing \$115,576 for a total of 96,012 meals served to 389 residents of Pompano Beach at a total a cost of \$343,722.

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**How Does Your Nonprofit/Program Fit  
the Guidelines and Funding Interests?**

The ADRC's coordinated comprehensive service delivery system perfectly fits the funding priority - senior assistance and guidelines of this sponsorship application request. The Fair Share Program is designed to secure the matching funding necessary to serve the elder population. Funds provide services to elders helping them to live with dignity and needed support services that help prevent early institutionalization of elders while enriching their daily lives.

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**Statement of Need:**

According to the State of Florida, Department of Elder Affairs 2018 County Profiles Data, Broward County's senior population 60 years of age, and older, represent 23% of the population. Approximately 40,637 individuals 65 years of age, and older are medically underserved and 62,010 suffer with at least one type of disability. Depression symptoms are commonly found in people whose function has become limited. Minor depression affects 15% to 20% of community dwelling old persons, and it is known to compromise health and quality of life and to be a significant barrier to one's ability to access services. Isolation caused by COVID-19 has put vulnerable elders more at risk.

The Pompano Beach 60+ population totals 30,713 of which many are independently able to care for their own needs and remain safe in their local communities. Frailty, loss of a spouse, loss of income and/or other familial support especially in this time of COVID-19 have caused more elders to reach out for assistance with food, socialization and other needs.

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**Include a Description of the Geographic Area You Serve:**

The Aging & Disability Resource Center serve seniors 60 years of age and older, in Planning and Service Area (PSA) 10, which is Broward County. Broward is the second most populous county in the state of Florida and is mostly urban in nature. The County is comprised of 31 municipalities, and a total of 53 zip codes differentiate each neighboring area. Pompano Beach covers 19 zip codes (33060-33069, 33071-33077, 33093, and 33097). The senior population is spread throughout the county, with the larger percentages of the targeted population, residing within the central corridor, extending from north to south. Unincorporated neighborhoods are found within the identified location (s), where some of the poorest residents of the county reside.

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**About Your Board of Directors**

<b>Board Disabled</b>	0
<b>Board Minorities</b>	6
<b>Board Seniors</b>	14
<b>Total Board Members</b>	18

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**Program/Event Information #1**

<b>Will your organization be hosting an event on City property?</b>	No
<b>Which are you applying for? (Program/Event)</b>	Program
<b>Program/Event Name</b>	2022 Fair Share
<b>Type of Program/Event</b>	Other
<b>If other, please specify:</b>	Services are provided to elders of Pompano Beach at their homes, senior centers, respite facilities and adult day care centers.

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**Describe the program/event succinctly:** The Areawide Council on Aging, which administers the Aging & Disability Resource Center, is the prime planning, coordinating, and funding source for 23 Broward Projects. Our goal is to prevent or delay premature institutionalization of elders.

We are the hub of the wheel through which the Federal, State and Local Monies flow. Those which receive Federal Older Americans Act, and State Community Care for the Elderly Allocations, are mandated to raise a local 10% match. Our nonprofit 501 (c) (3) organization employs a Fair Share Methodology to endeavor to raise as much of the required match as possible, by preparing computerized records of all services provided to each municipality's elder residents and then seeking contributions predicated on the number of seniors in the city times 2/3 of the dollar amount representing one elder. The County is requested to provide the other 1/3, plus the Total Fair Share representing residents of unincorporated Broward.

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**Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem?**

The funding will be utilized to secure Federal Older Americans Act and State Community Care for the Elderly funds. Secured funds are used to support the array of services delivered to Pompano Beach senior residents. To ensure a more efficient, complete and comprehensive service delivery system, our leadership staff provide technical assistance and training to providers in the area, building and maintaining a strong network of service providers. These providers help solve problems, delay the effects of aging on a vulnerable population, and assure elders the merited right of Older Americans to live their retirement years with dignity and support in their own homes.

Older Americans Acts Programs, provide meals- emergency, home delivered and congregate, information, referral, screening and assessment, adult day care, transportation, minor home repair, legal services, Health and Wellness classes and exercise programs, chore, recreation, telephone reassurance, and technology programs. Community Care for the Elderly through our Lead Agency provides case management, adult day care, homemaking, personal care, respite. emergency response alert services, specialized medical supplies and intake and screening.

In addition, we are the entry point for services through the Statewide Medicaid Managed Care Program for qualifying seniors or adults with disabilities aged 18-64. In this capacity we screen applicants for services, explain the program and assist clients with the eligibility process. We also assist families of elders and adults 18 and over with Alzheimer's Disease or other dementia by providing respite, caregiver training and support, consumable supplies and case management. We offer assistance with food stamps through SNAP, utility bills through EHEAP, Medicare Counseling and Appeals through SHINE, as well as technology programs and ConnectingWithU which both provide social supports to isolated seniors and their caregivers.

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<b>What are the outcomes of your program/event?</b>	The Pompano Beach 2022 Fair Share Request will help sustain a coordinated comprehensive delivery of services that will provide seniors access to (1) nutritious meals (i.e. congregate/home delivered), (2) activities that promote social engagement (i.e. adult day care and recreation), (3) provisions of assistance with activities of daily living (i.e. homemaking, respite, and personal care) and access to (4) minor home improvements (i.e. chore, housing improvement). In addition, caregivers will be offered methods to reduce stress, and increase coping skills (i.e. caregiver training and support).
<b>Estimated # of Attendees at the Program/Event (select the one that best applies)</b>	501-1,000
<b>Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded:</b>	650
<b>Describe the demographics of the population you are impacting with this program/event: Demographics: Socioeconomic characteristics of a population expressed statistically, such as age, sex, education level, income level, occupation.</b>	<p>According to the State of Florida, Department of Elder Affairs, Client Information and Registration Tracking System, an estimated 846 Pompano Beach residents were served in 2020. Of those served- 66% are females and 36% are males,- 48% live alone, 26% live with a caregiver, 20% live with someone else and 6% did not divulge their living situation and - 21% are 85 or older, 28% are 75-84, 36% are 65-74 , 13% are 60-64 and 2% are under 60.</p> <p>The Aging &amp; Disability Resource Center's main objective is to administer services to seniors 60 years of age and older, no matter the socioeconomic characteristics of the client. The Federal Older Americans Act Funding gives preference to older individuals with the greatest economic or social needs and individuals at risk of institutional placement, with attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency and older individuals residing in rural areas. The State Community Care for the Elderly (CCE) Funding support the needs of individuals 60 years of age and older. The program assists functionally-impaired elderly persons to maintain their independence, in the least restrictive environment suitable to their needs. Client eligibility is based on age, need and risk of institutionalization without services.</p>
<b>Start Date of Program/Event:</b>	Jan 01, 2022
<b>End Date of Program/Event:</b>	Dec 31, 2022
<b>Does your program/event have a start time/end time?</b>	No
<b>Name of Program/Event Venue:</b>	2022 Fair Share

<b>Address of Program/Event Venue Location:</b>	5300 N Hiatus Rd Sunrise, FL 33351
<b>Attire of Program/Event (select the one that best applies):</b>	Business Casual
<b>List any Benefits or Amenities the City of Pompano Beach Receives:</b>	Residents receive supportive services as detailed in the attached Fair Share Report.
<b>Amount Requested:</b>	81697
<b>Are you applying for a second Program/Event?</b>	No

### Additional Activities

<b>Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition Party, etc...)</b>	No
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### Additional Information

<b>What are your organization's credentials? Tell us why your organization does it better than anyone else.</b>	We have been serving the senior population of Broward County since 1974. We have expanded from 2 subcontractors to 23 subcontractors and through this expansion, we have secured additional funding sources to offer a greater array of services for elders of Broward County. We are the main entry point for the Statewide Medicaid Managed Care Long Term Care Program, which assists low-income medically underserved clients to apply and receive benefits. We assist applicants in completing the eligibility process at no charge. Finally, we fund the local Meals on Wheels agency which provides nutritious meals as well as fund other services to support elders to remain in their homes to age with dignity.
<b>Any other information you wish to share?</b>	Although this request is for matching funds for our Federal Older American Act and State Community Care for the Elderly, elders of Pompano Beach receive other funded services which are not match dependent. During 2020, Pompano Beach received \$1,005,926.70 for all services provided. This dollar amount does not include services provided through the Statewide Medicaid Managed Care Long Term Care Program and the \$228,146 of COVID-19 Emergency Meals that were distributed in the City of Pompano Beach.

### City of Pompano Beach Funding History

<b>Has your organization been funded before by City of Pompano Beach?</b>	Yes
<b>If yes, when was the most recent year?</b>	2021
<b>What was the name of program/event funded?</b>	2021 Fair Share
<b>How much was the funding for this program/event?</b>	52300

## Requested Budget Information

<b>What is the total value your nonprofit is applying for?</b>	81697
<b>If you are not awarded the full funding requested for your event/program, will you be able to complete your project?</b>	Yes
<b>Are you including the following:</b>	Itemized Budget - Please provide a budget for the program/event you are applying for vs. the agency's annual budget = Yes W9 = Yes IRS Letter = Yes List of Board of Directors = Yes Articles of Incorporation = Yes Most Recent 990 Form = Yes

## Upload your documents: All items are mandatory.

<b>Itemized Budget - Please provide a budget ONLY for the program/event you are applying for. Annual agency budgets will not be accepted.</b>	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528/802005799/72077528_areawide_council_on_aging_of_broward_county_budget.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528/802005799/72077528_areawide_council_on_aging_of_broward_county_budget.pdf</a>
<b>W9</b>	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/802005799/72077535_areawide_council_on_aging_of_broward_county_2018_w9.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/802005799/72077535_areawide_council_on_aging_of_broward_county_2018_w9.pdf</a>
<b>IRS Letter</b>	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/802005799/72077552_areawide_council_on_aging_of_broward_county_irs_letter.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/802005799/72077552_areawide_council_on_aging_of_broward_county_irs_letter.pdf</a>
<b>List of Board of Directors</b>	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/802005799/72077556_areawide_council_on_aging_of_broward_county_board_of_directors.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/802005799/72077556_areawide_council_on_aging_of_broward_county_board_of_directors.pdf</a>
<b>Articles of Incorporation</b>	<a href="https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/802005799/72077558_areawide_council_on_aging_of_broward_county_articles_of_incorporation.pdf">https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/802005799/72077558_areawide_council_on_aging_of_broward_county_articles_of_incorporation.pdf</a>

**Most Recent 990 Form**

[https://s3.amazonaws.com/files.formstack.com/uploads/3276970/90960095/802005799/90960095\\_areawide\\_council\\_on\\_aging\\_of\\_broward\\_county\\_990\\_form.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/90960095/802005799/90960095_areawide_council_on_aging_of_broward_county_990_form.pdf)

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**Upload your documents: Matching Gift Documentation**

**Does Your Organization Receive Matching Funds?**

Yes

**Please indicate one or more matching gift options below:**

One or more donors match general contributions to our organization.

**Matching Gift Documentation Supporting Your Organization**

[https://s3.amazonaws.com/files.formstack.com/uploads/3276970/89621675/802005799/89621675\\_areawide\\_council\\_on\\_aging\\_of\\_broward\\_county\\_matching\\_gift\\_for\\_nonprofit.pdf](https://s3.amazonaws.com/files.formstack.com/uploads/3276970/89621675/802005799/89621675_areawide_council_on_aging_of_broward_county_matching_gift_for_nonprofit.pdf)

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**Primary Nonprofit Contact**

**Name**

Charlotte Mather-Taylor

**Title**

Executive Director

**Email**

Mathertaylorc@adrcbroward.org

**Phone Number**

(954) 745-9567

**Mailing Address (If awarded, your payment will be mailed to this address)**

5300 N Hiatus Rd  
Sunrise, FL 33351

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**Secondary Nonprofit Contact**

**Name**

Elizabeth Lombardo

**Title**

Planning Director

**Email**

lombardoe@adrcbroward.org

**Phone Number**

(954) 745-5686



Department of the Treasury  
Internal Revenue Service  
Cincinnati Service Center  
CINCINNATI OH 45999-0038

In reply refer to: 0256554941  
Apr. 23, 2019 LTR 4168C 0  
59-1529419 000000 00  
00016791  
BODC: TE

AREAWIDE COUNCIL ON AGING OF  
BROWARD COUNTY INC  
5300 N HIATUS RD  
SUNRISE FL 33351

022882

Employer ID number: 59-1529419  
Form 990 required: Y

Dear Taxpayer:

We're responding to your request dated Apr. 16, 2019, about your tax-exempt status.

We issued you a determination letter in March 1975, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

0256554941  
Apr. 23, 2019 LTR 4168C 0  
59-1529419 000000 00  
00016792

AREAWIDE COUNCIL ON AGING OF  
BROWARD COUNTY INC  
5300 N HIATUS RD  
SUNRISE FL 33351

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

A handwritten signature in dark ink, appearing to read 'K. A. Billups', written in a cursive style.

Kim A. Billups, Operations Manager  
Accounts Management Operations 1



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Areawide Council on Aging of Broward County, Inc

2 Business name/disregarded entity name, if different from above

Aging & Disability Resource Center of Broward County

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5300 Hiatus Rd

6 City, state, and ZIP code

Sunrise FL 33351

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

5 9 - 1 5 2 9 4 1 9

## Part II Certification

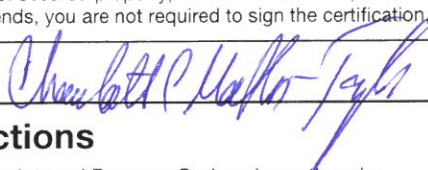
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►



Date ►

11/13/2020

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# STATE OF FLORIDA

DEPARTMENT OF STATE

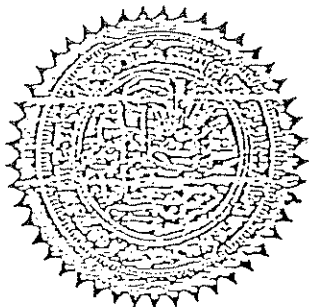


I, BRUCE A. SMATHERS, Secretary of State of the State of Florida, do hereby

certify that the following is a true and correct copy of

Certificate of Amendment to Certificate of Incorporation  
of AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., a  
corporation not for profit, organized and existing under  
the laws of the State of Florida, amending Article IV,  
filed on the 17th day of March, A. D., 1975, as shown by  
the records of this office.

GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
17th day of March,  
A.D., 1975



*Bruce A. Smathers*

SECRETARY OF STATE



# STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby  
certify that the following is a true and correct copy of

## CERTIFICATE OF INCORPORATION

OF

AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.

a corporation not for profit organized and existing under the Laws of the State of  
Florida, filed on the 28th day of February, A.D., 1974,  
as shown by the records of this office.

GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
28th day of February,  
A.D., 1974.



*Richard (Dick) Stone*  
SECRETARY OF STATE

CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION

AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.,

Florida non-profit corporation, under its corporate seal and the hands of its President, David Keating, and its Secretary, Mrs. Abram Hoffman, hereby certifies that:

1. The Board of Directors of said corporation, at a meeting called and held on March 6, 1975, adopted the following resolution:

BE IT RESOLVED by the Board of Directors of the Areawide Council on Aging of Broward County, Inc.,

Section 1: That the Articles of Incorporation of the Areawide Council on Aging of Broward County, Inc., be, and the same are hereby, amended by adding thereto the following new section to Article IV:

Section B.

Notwithstanding any other provision of these Articles, this corporation shall not carry on any other activities not permitted to be carried on by a) a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law, or b) a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954, or any other corresponding provision of any future United States Revenue Law.

DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

MAR 17 11 28 AM '75

FILED

Section 2: That all other portions of the Articles of Incorporation of the Areawide Council on Aging of Broward County, Inc., shall remain in full force and effect.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed in its name by its President and its corporate seal to be hereunto affixed and attested by its Secretary, this 6th day of MARCH, 1975.

AREAWIDE COUNCIL ON AGING OF BROWARD  
COUNTY, INC.

By David Keating  
David Keating, President

Attest:

Mrs. Abram Hoffman  
Mrs. Abram Hoffman, Secretary

ARTICLES OF INCORPORATION

OF

AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.

WE, the undersigned, hereby certify that we have associated ourselves together for the purpose of forming a charitable association, not for profit, under a Charter as follows:

ARTICLE I.

The name of the corporation is:

AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.

ARTICLE II.

The object of the corporation is to plan, coordinate, monitor, evaluate and fund various groups, agencies, organizations and projects relating to the elderly in Broward County, Florida; to plan, plan for, promote, provide for and provide services and activities for elderly people in Broward County, Florida; to encourage participation and involvement of volunteers, professionals and all other persons interested in the welfare and well-being of the elderly in Broward County, Florida.

ARTICLE III.

The corporation shall have perpetual existence. The principal place of business and location of the corporation is 13 South-West 16th Street, Fort Lauderdale, Broward County, Florida, 33315.

ARTICLE IV.

The corporation shall have the power to do all things legal and necessary to accomplish its objectives as set forth in Article II of these Articles of Incorporation including, but not limited to, the following:

1. To make donations, gifts, contributions and loans from the income or assets of the corporation;
2. To accept by gift, devise, bequest, grant or other lawful means, property of every kind and description, without limit as to amount;

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

3. To borrow or solicit funds from any lawful source available;

4. To administer and manage the donations, gifts, devises, bequests, grants and the property of the corporation of every kind and description;

5. To purchase, acquire, hold, invest, use, mortgage, pledge, sell, assign, transfer or otherwise dispose of both real and personal property of every kind and description, or any interest whatsoever in any real or personal property, and to exercise all rights and all privileges in respect to ownership of any and all personal or real property;

6. To employ such staff and personnel necessary and proper to effectuate the powers of the corporation.

#### ARTICLE V.

The affairs of the corporation shall be managed by a President, three Vice-Presidents, Secretary, Treasurer and such other Officers as may be authorized from time to time by the By-laws of the corporation and by a Board of Directors consisting of not less than five (5) nor more than fifteen (15) to be elected as set forth in the By-laws of the corporation.

#### ARTICLE VI.

The names and post office addresses of the subscribers and officers who shall hold office until the first annual election are as follows:

Mayor David Keating	President
Box 2207, Hollywood, Fla. 33022	
Rev. Kenneth Crossman	Vice-President
100 E. Las Olas Blvd., Ft. Lauderdale, Fla. 33301	
Hon. Leroy H. Moe	Vice-President
201 S.E. 6 St., Ft. Lauderdale, Fla. 33301	
Dr. Franklin Saunders	Vice-President
2601 E. Oakland Pk. Blvd., Ft. Lauderdale, Fla. 33306	
Mrs. Abram Hoffman	Secretary
5560 Cypress Road, Plantation, Florida 33313	
Mrs. Luise Tworoger	Treasurer
1044 N. North Lake Dr., Hollywood, Fla. 33020	

#### ARTICLE VII.

The names of the Board of Directors are as follows:

Mayor David Keating, Box 2207, Hollywood, Fla. 33022  
Rev. Kenneth Crossman, 100 E. Las Olas Blvd., Ft. Lauderdale, Fla. 33301  
Hon. Leroy H. Moe, 201 S.E. 6 St., Ft. Lauderdale, Fla. 33301  
Dr. Franklin Saunders, 2601 E. Oakland Pk. Blvd., Ft. Lauderdale, Fla.  
Mrs. Abram Hoffman, 5560 Cypress Rd., Plantation, Fla. 33313 (33306)  
Mrs. Luise Tworoger, 1044 N. North Lake Dr., Hollywood, Fla. 33020

#### ARTICLE VIII.

The By-laws of the corporation are to be made, altered or rescinded by vote of the members of the association in accordance with the By-laws.

#### ARTICLE IX.

The private property of the members of this corporation and the directors and officers of this corporation shall be forever exempt from corporate debts and obligations of any kind whatsoever.

#### ARTICLE X.

Upon dissolution of this organization, all of its assets remaining after payment of all costs and expenses of such dissolution shall be distributed to organizations which have qualified for exemption under Section 501 (c) (3) of the Internal Revenue Code, or to the Federal Government, or to a State or local government, for a public purpose, and none of the assets will be distributed to any member, officer or director of this organization.

#### ARTICLE XI.

The membership of this corporation shall constitute all persons hereinafter named as Directors and such other persons as from time to time hereafter may become members, by approval of the Board of Directors their qualification being their interest and ability to assist the corporation as determined by the Board. No part of the Corporation's net income will inure to the benefit of its Directors, shareholders, or members. Said members of the corporation shall at no time enjoy any benefit in the nature of a private interest. The corporation will not, as a substantial part of its activities, attempt to influence legislation, or participate to any extent in a political campaign for or against any candidate for public office.

#### ARTICLE XII.

The Amendments to the Articles of Incorporation may be proposed and adopted by two-thirds (2/3) vote of the Board of Directors of the Corporation present at a legally constituted meeting.

IN WITNESS WHEREOF, we have hereunto subscribed our names  
this 26<sup>th</sup> day of February, 1974.

David R Keating  
Kenneth Crossman  
Leroy H. Moe  
Franklin F. Saunders  
Mrs. Abram Hoffman  
Luise Tworoger

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day personally appeared MAYOR  
DAVID KEATING, REV. KENNETH CROSSMAN, HON. LEROY H. MOE, DR. FRANKLIN  
SAUNDERS, MRS. ABRAM HOFFMAN and MRS. LUISE TWORÖGER, before me,  
and they acknowledged before me that they subscribed the foregoing  
Articles of Incorporation freely and voluntarily and for the purposes  
therein expressed this the 26<sup>th</sup> day of February, A.D.,  
1974.

Virginia A. Mene  
NOTARY PUBLIC

NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES MAY 13, 1974  
BONDED THROUGH FRFO W. DIESTELHORST

**AREAWIDE COUNCIL ON AGING OF  
BROWARD COUNTY, INC.  
BOARD OF DIRECTORS  
2020**

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**OFFICERS**

**Pauline Grant  
President**

**John G. Primeau  
First Vice President**

**Naushira Pandya, M.D.  
Second Vice President**

**Arthur Birken  
Third Vice President**

**Representative Evan Jenne  
Treasurer**

**Senator Nan H. Rich  
Secretary**

**Hon. Ronald J. Rothschild  
Parliamentarian**

**Theodora Williams  
Immediate Past President**

**MEMBERS**

Alan B. Brass, C.P.A.  
Anthony Brunson, C.P.A.  
Timothy G. Curtin  
William Edelstein  
David Lieberman  
Malena Mendez-Dorn  
Deborah Rand  
Kenneth Rubin, Esq.  
Manuel Synalovski, AIA  
Lisa Zucker, MSW, LCSW, CT

Form **990**

(Rev. January 2020)

Department of the Treasury  
Internal Revenue Service**Return of Organization Exempt From Income Tax**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2019****Open to Public Inspection**

<b>A</b> For the <b>2019</b> calendar year, or tax year beginning , <b>2019</b> , and ending , <b>20</b>	
<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <b>Areawide Council on Aging of Broward County, Inc.</b>
	Doing business as
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite <b>5300 Hiatus Road</b>
	City or town, state or province, country, and ZIP or foreign postal code <b>Sunrise, FL 33351</b>
	<b>D</b> Employer identification number <b>59-1529419</b>
	<b>E</b> Telephone number <b>(954) 745-9567</b>
	<b>G</b> Gross receipts <b>\$24,715,694.</b>
<b>F</b> Name and address of principal officer: <b>Executive Director, 5300 Hiatus Road, Sunrise, FL 33351</b>	
<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If "No," attach a list. (see instructions)	
<b>H(c)</b> Group exemption number ▶	
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527	
<b>J</b> Website: ▶ <b>www.adrcbroward.org</b>	
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶	
<b>L</b> Year of formation: <b>1974</b>	
<b>M</b> State of legal domicile: <b>FL</b>	

**Part I Summary**

<b>Activities &amp; Governance</b>	<b>1</b> Briefly describe the organization's mission or most significant activities: <u>To plan, coordinate, monitor, evaluate, and fund various groups, agencies, organizations and projects relating to the elderly of Broward County, Florida to plan, plan for, promote,</u>
	<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.
	<b>3</b> Number of voting members of the governing body (Part VI, line 1a) . . . . . <b>3</b> <b>18</b>
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b) . . . . . <b>4</b> <b>18</b>
	<b>5</b> Total number of individuals employed in calendar year 2019 (Part V, line 2a) . . . . . <b>5</b> <b>61</b>
	<b>6</b> Total number of volunteers (estimate if necessary) . . . . . <b>6</b> <b>93</b>
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12 . . . . . <b>7a</b> <b>0.</b>
<b>b</b> Net unrelated business taxable income from Form 990-T, line 39 . . . . . <b>7b</b> <b>0.</b>	
<b>Revenue</b>	<b>8</b> Contributions and grants (Part VIII, line 1h) . . . . . <b>23,864,550.</b> <b>24,295,769.</b>
	<b>9</b> Program service revenue (Part VIII, line 2g) . . . . .
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d) . . . . . <b>144,025.</b> <b>328,915.</b>
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) . . . . . <b>72,774.</b> <b>51,454.</b>
	<b>12</b> Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12) <b>24,081,349.</b> <b>24,676,138.</b>
	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1–3) . . . . . <b>20,219,988.</b> <b>20,957,289.</b>
	<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4) . . . . .
<b>Expenses</b>	<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10) <b>2,663,371.</b> <b>2,783,443.</b>
	<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e) . . . . .
	<b>b</b> Total fundraising expenses (Part IX, column (D), line 25) ▶ <b>0.</b>
	<b>17</b> Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e) . . . . . <b>511,411.</b> <b>572,884.</b>
	<b>18</b> Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25) . . . . . <b>23,394,770.</b> <b>24,313,616.</b>
	<b>19</b> Revenue less expenses. Subtract line 18 from line 12 . . . . . <b>686,579.</b> <b>362,522.</b>
	<b>20</b> Total assets (Part X, line 16) . . . . . <b>19,763,538.</b> <b>20,857,057.</b>
<b>Net Assets or Fund Balances</b>	<b>21</b> Total liabilities (Part X, line 26) . . . . . <b>5,005,722.</b> <b>5,286,081.</b>
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20 . . . . . <b>14,757,816.</b> <b>15,570,976.</b>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer <u>Charlotte Mather-Taylor</u> Date <u>10/28/2020</u>
	Type or print name and title <u>Charlotte Mather-Taylor, Executive Director</u>
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <u>Charles A. Krblich</u> Preparer's signature <u>Charles A. Krblich</u> Date <u>10/24/2020</u> Check <input type="checkbox"/> if self-employed PTIN <u>P00145578</u>
	Firm's name ▶ <u>Charles A. Krblich, P.A.</u> Firm's EIN ▶ <u>65-0841907</u>
	Firm's address ▶ <u>1119 Southeast Third Avenue, Fort Lauderdale, FL 33316</u> Phone no. <u>(954) 764-4554</u>
	May the IRS discuss this return with the preparer shown above? (see instructions) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

For Paperwork Reduction Act Notice, see the separate instructions. BAA

REV 08/02/20 PRO

Form **990** (2019)



Check if Schedule O contains a response or note to any line in this Part III ☐

- |           |  |  |
|-----------|--|--|
| <b>4d</b> | Other program services (Describe on Schedule O.) |  |
|           | (Expenses \$                                     | Including grants of \$ ) (Revenue \$ ) |
| <b>4e</b> | Total program service expenses ▶ 22,928,497.     |  |

**Part IV Checklist of Required Schedules**

	Yes	No
<b>1</b> Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A . . . . .	<b>1</b> <input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>2</b> Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)? . . . . .	<b>2</b> <input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>3</b> Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I . . . . .	<b>3</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>4</b> <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II . . . . .	<b>4</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>5</b> Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III . . . . .	<b>5</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>6</b> Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I . . . . .	<b>6</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>7</b> Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II . . . . .	<b>7</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>8</b> Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III . . . . .	<b>8</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>9</b> Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV . . . . .	<b>9</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>10</b> Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? If "Yes," complete Schedule D, Part V . . . . .	<b>10</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>11</b> If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
<b>a</b> Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI . . . . .	<b>11a</b> <input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>b</b> Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII . . . . .	<b>11b</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>c</b> Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII . . . . .	<b>11c</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>d</b> Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX . . . . .	<b>11d</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>e</b> Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X . . . . .	<b>11e</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>f</b> Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X . . . . .	<b>11f</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>12a</b> Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII . . . . .	<b>12a</b> <input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>b</b> Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional . . . . .	<b>12b</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>13</b> Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E . . . . .	<b>13</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>14a</b> Did the organization maintain an office, employees, or agents outside of the United States? . . . . .	<b>14a</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b</b> Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV. . . . .	<b>14b</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>15</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV . . . . .	<b>15</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>16</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV. . . . .	<b>16</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>17</b> Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions) . . . . .	<b>17</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>18</b> Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II . . . . .	<b>18</b> <input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>19</b> Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III . . . . .	<b>19</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>20a</b> Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H . . . . .	<b>20a</b> <input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>b</b> If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return? . . . . .	<b>20b</b> <input type="checkbox"/>	<input type="checkbox"/>
<b>21</b> Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II . . . . .	<b>21</b> <input checked="" type="checkbox"/>	<input type="checkbox"/>

**Part IV Checklist of Required Schedules (continued)**

	Yes	No
<b>22</b> Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III . . . . .	<b>22</b> X	
<b>23</b> Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J . . . . .	<b>23</b>	X
<b>24a</b> Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a . . . . .	<b>24a</b>	X
<b>b</b> Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception? . . . . .	<b>24b</b>	
<b>c</b> Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds? . . . . .	<b>24c</b>	
<b>d</b> Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year? . . . . .	<b>24d</b>	
<b>25a</b> <b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I . . . . .	<b>25a</b>	X
<b>b</b> Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I . . . . .	<b>25b</b>	X
<b>26</b> Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II . . . . .	<b>26</b>	X
<b>27</b> Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III . . . . .	<b>27</b>	X
<b>28</b> Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
<b>a</b> A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV . . . . .	<b>28a</b>	X
<b>b</b> A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV . . . . .	<b>28b</b>	X
<b>c</b> A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? If "Yes," complete Schedule L, Part IV . . . . .	<b>28c</b>	X
<b>29</b> Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M . . . . .	<b>29</b>	X
<b>30</b> Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M . . . . .	<b>30</b>	X
<b>31</b> Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I . . . . .	<b>31</b>	X
<b>32</b> Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II . . . . .	<b>32</b>	X
<b>33</b> Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I . . . . .	<b>33</b>	X
<b>34</b> Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1 . . . . .	<b>34</b> X	
<b>35a</b> Did the organization have a controlled entity within the meaning of section 512(b)(13)? . . . . .	<b>35a</b> X	
<b>b</b> If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2 . . . . .	<b>35b</b>	X
<b>36</b> <b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2 . . . . .	<b>36</b>	X
<b>37</b> Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI . . . . .	<b>37</b>	X
<b>38</b> Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note:</b> All Form 990 filers are required to complete Schedule O.	<b>38</b> X	

**Part V Statements Regarding Other IRS Filings and Tax Compliance**Check if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
<b>1a</b> Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable . . . . .	<b>1a</b> 10	
<b>b</b> Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable . . . . .	<b>1b</b> 0	
<b>c</b> Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners? . . . . .	<b>1c</b> X	

**Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)**

		Yes	No
<b>2a</b> Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	<b>2a</b> 61		
<b>b</b> If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <i>Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)</i>	<b>2b</b>	X	
<b>3a</b> Did the organization have unrelated business gross income of \$1,000 or more during the year?	<b>3a</b>	X	
<b>b</b> If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	<b>3b</b>	X	
<b>4a</b> At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	<b>4a</b>		X
<b>b</b> If "Yes," enter the name of the foreign country ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
<b>5a</b> Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	<b>5a</b>		X
<b>b</b> Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	<b>5b</b>		X
<b>c</b> If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	<b>5c</b>		
<b>6a</b> Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	<b>6a</b>		X
<b>b</b> If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	<b>6b</b>		
<b>7 Organizations that may receive deductible contributions under section 170(c).</b>			
<b>a</b> Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	<b>7a</b>		X
<b>b</b> If "Yes," did the organization notify the donor of the value of the goods or services provided?	<b>7b</b>		
<b>c</b> Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	<b>7c</b>		X
<b>d</b> If "Yes," indicate the number of Forms 8282 filed during the year	<b>7d</b>		
<b>e</b> Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	<b>7e</b>		X
<b>f</b> Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	<b>7f</b>		X
<b>g</b> If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	<b>7g</b>		
<b>h</b> If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	<b>7h</b>		
<b>8 Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	<b>8</b>		X
<b>9 Sponsoring organizations maintaining donor advised funds.</b>			
<b>a</b> Did the sponsoring organization make any taxable distributions under section 4966?	<b>9a</b>		X
<b>b</b> Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	<b>9b</b>		X
<b>10 Section 501(c)(7) organizations.</b> Enter:			
<b>a</b> Initiation fees and capital contributions included on Part VIII, line 12	<b>10a</b>		
<b>b</b> Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	<b>10b</b>		
<b>11 Section 501(c)(12) organizations.</b> Enter:			
<b>a</b> Gross income from members or shareholders	<b>11a</b>		
<b>b</b> Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	<b>11b</b>		
<b>12a Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?	<b>12a</b>		
<b>b</b> If "Yes," enter the amount of tax-exempt interest received or accrued during the year	<b>12b</b>		
<b>13 Section 501(c)(29) qualified nonprofit health insurance issuers.</b>			
<b>a</b> Is the organization licensed to issue qualified health plans in more than one state? <i>Note: See the instructions for additional information the organization must report on Schedule O.</i>	<b>13a</b>		
<b>b</b> Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	<b>13b</b>		
<b>c</b> Enter the amount of reserves on hand	<b>13c</b>		
<b>14a</b> Did the organization receive any payments for indoor tanning services during the tax year?	<b>14a</b>		X
<b>b</b> If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	<b>14b</b>		
<b>15</b> Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	<b>15</b>		
<b>16</b> Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	<b>16</b>		

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI ☒

**Section A. Governing Body and Management**

	1a	1b	2	3	4	5	6	7a	7b	8a	8b	9
<b>1a</b> Enter the number of voting members of the governing body at the end of the tax year . . . . .	18											
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.												
<b>b</b> Enter the number of voting members included on line 1a, above, who are independent . . . . .		18										
<b>2</b> Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? . . . . .												
<b>3</b> Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? . . . . .												
<b>4</b> Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? . . . . .												
<b>5</b> Did the organization become aware during the year of a significant diversion of the organization's assets? . . . . .												
<b>6</b> Did the organization have members or stockholders? . . . . .												
<b>7a</b> Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? . . . . .												
<b>b</b> Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? . . . . .												
<b>8</b> Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:												
<b>a</b> The governing body? . . . . .												
<b>b</b> Each committee with authority to act on behalf of the governing body? . . . . .												
<b>9</b> Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O . . . . .												

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

	10a	10b	11a	12a	12b	12c	13	14	15a	15b	16a	16b
<b>10a</b> Did the organization have local chapters, branches, or affiliates? . . . . .												
<b>b</b> If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? . . . . .												
<b>11a</b> Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? . . . . .												
<b>b</b> Describe in Schedule O the process, if any, used by the organization to review this Form 990. . . . .												
<b>12a</b> Did the organization have a written conflict of interest policy? If "No," go to line 13 . . . . .												
<b>b</b> Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? . . . . .												
<b>c</b> Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done . . . . .												
<b>13</b> Did the organization have a written whistleblower policy? . . . . .												
<b>14</b> Did the organization have a written document retention and destruction policy? . . . . .												
<b>15</b> Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?												
<b>a</b> The organization's CEO, Executive Director, or top management official . . . . .												
<b>b</b> Other officers or key employees of the organization . . . . .												
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions). . . . .												
<b>16a</b> Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? . . . . .												
<b>b</b> If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements? . . . . .												

**Section C. Disclosure**

**17** List the states with which a copy of this Form 990 is required to be filed ► FL

**18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

**19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

**20** State the name, address, and telephone number of the person who possesses the organization's books and records ►  
 Finance Director, 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**Check if Schedule O contains a response or note to any line in this Part VII ☐**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees****1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's current officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's current key employees, if any. See instructions for definition of "key employee."
- List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's former officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's former directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Naushira Pandya 2nd Vice President	2.00	X		X				0.	0.	0.
(2) Judge Arthur M. Birken 3rd Vice President	2.00	X		X				0.	0.	0.
(3) Alan Brass Director	1.00	X						0.	0.	0.
(4) Kenneth Rubin, Esq. Director	1.00	X						0.	0.	0.
(5) William Edelstein Director	1.00	X						0.	0.	0.
(6) Manuel Synalovski, AIA Director	1.00	X						0.	0.	0.
(7) Representative Evan Jenne Treasurer	2.00	X		X				0.	0.	0.
(8) Deborah G. Rand Director	1.00	X						0.	0.	0.
(9) Theodora Williams Immediate Past President	2.00	X		X				0.	0.	0.
(10) John Primeau 1st Vice President	2.00	X		X				0.	0.	0.
(11) Pauline Grant President	2.00	X		X				0.	0.	0.
(12) Nan Rich Secretary	2.00	X		X				0.	0.	0.
(13) David Lieberman Director	1.00	X						0.	0.	0.
(14) Ronald J. Rothschild Parliamentarian	1.00	X						0.	0.	0.

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)**

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15) Anthony Brunson Director	1.00	X						0.	0.	0.
(16) Timothy G. Curtin Director	1.00	X						0.	0.	0.
(17) Malena Mendez-Dorn Director	1.00	X						0.	0.	0.
(18) Lisa Zucker Director	1.00	X						0.	0.	0.
(19) Charlotte Mather-Taylor Executive Director	40.00	X						111,058.	0.	4,811.
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
<b>1b Subtotal</b>								111,058.	0.	4,811.
<b>c Total from continuation sheets to Part VII, Section A</b>										
<b>d Total (add lines 1b and 1c)</b>								111,058.	0.	4,811.

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **1**

- |   | Yes | No |
|---|-----|----|
| <b>3</b> Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual   |     | X  |
| <b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual |     | X  |
| <b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person                       |     | X  |

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
<b>2</b> Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization		

**Part VIII Statement of Revenue**Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	1a	Federated campaigns . . . . .	1a					
	b	Membership dues . . . . .	1b					
	c	Fundraising events . . . . .	1c					
	d	Related organizations . . . . .	1d					
	e	Government grants (contributions)	1e	23,080,734.				
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	1,215,035.				
	g	Noncash contributions included in lines 1a-1f . . . . .	1g	\$				
	h	<b>Total.</b> Add lines 1a-1f . . . . .		24,295,769.				
<b>Program Service Revenue</b>				Business Code				
	2a							
	b							
	c							
	d							
	e							
	f	All other program service revenue . .						
	g	<b>Total.</b> Add lines 2a-2f . . . . .						
<b>Other Revenue</b>	3	Investment income (including dividends, interest, and other similar amounts) . . . . .			318,915.	0.	0.	318,915.
	4	Income from investment of tax-exempt bond proceeds						
	5	Royalties . . . . .						
	6a	Gross rents . . . . .	6a					
	b	Less: rental expenses . . . . .	6b					
	c	Rental income or (loss) . . . . .	6c					
	d	Net rental income or (loss) . . . . .						
	7a	Gross amount from sales of assets other than inventory	7a		10,000.			
	b	Less: cost or other basis and sales expenses . . . . .	7b		0.			
	c	Gain or (loss) . . . . .	7c		10,000.			
	d	Net gain or (loss) . . . . .		10,000.	0.	0.	10,000.	
	8a	Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18 . . . . .	8a	91,010.				
	b	Less: direct expenses . . . . .	8b	39,556.				
	c	Net income or (loss) from fundraising events . . . . .		51,454.		0.	51,454.	
	9a	Gross income from gaming activities. See Part IV, line 19 . . . . .	9a					
	b	Less: direct expenses . . . . .	9b					
	c	Net income or (loss) from gaming activities . . . . .						
	10a	Gross sales of inventory, less returns and allowances . . . . .	10a					
b	Less: cost of goods sold . . . . .	10b						
c	Net income or (loss) from sales of inventory . . . . .							
<b>Miscellaneous Revenue</b>				Business Code				
	11a							
	b							
	c							
	d	All other revenue . . . . .						
	e	<b>Total.</b> Add lines 11a-11d . . . . .						
12	<b>Total revenue.</b> See instructions . . . . .				24,676,138.	0.	0.	380,369.



**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐**Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.**

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
<b>1</b> Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 . . . . .	18,397,899.	18,397,899.		
<b>2</b> Grants and other assistance to domestic individuals. See Part IV, line 22 . . . . .	2,559,390.	2,559,390.		
<b>3</b> Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16 . . . . .				
<b>4</b> Benefits paid to or for members . . . . .				
<b>5</b> Compensation of current officers, directors, trustees, and key employees . . . . .	157,777.	0.	157,777.	0.
<b>6</b> Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) . . . . .				
<b>7</b> Other salaries and wages . . . . .	1,961,671.	1,275,593.	686,078.	0.
<b>8</b> Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions) . . . . .	141,162.	110,373.	30,789.	0.
<b>9</b> Other employee benefits . . . . .	363,667.	286,914.	76,753.	0.
<b>10</b> Payroll taxes . . . . .	159,166.	93,893.	65,273.	0.
<b>11</b> Fees for services (nonemployees):				
<b>a</b> Management . . . . .				
<b>b</b> Legal . . . . .	32,583.	0.	32,583.	0.
<b>c</b> Accounting . . . . .	33,280.	0.	33,280.	0.
<b>d</b> Lobbying . . . . .				
<b>e</b> Professional fundraising services. See Part IV, line 17 . . . . .				
<b>f</b> Investment management fees . . . . .				
<b>g</b> Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.) . . . . .	28,063.	23,386.	4,677.	0.
<b>12</b> Advertising and promotion . . . . .	2,550.	246.	2,304.	0.
<b>13</b> Office expenses . . . . .	120,504.	84,949.	35,555.	0.
<b>14</b> Information technology . . . . .				
<b>15</b> Royalties . . . . .				
<b>16</b> Occupancy . . . . .	72,800.	25,300.	47,500.	0.
<b>17</b> Travel . . . . .	22,467.	13,536.	8,931.	0.
<b>18</b> Payments of travel or entertainment expenses for any federal, state, or local public officials . . . . .				
<b>19</b> Conferences, conventions, and meetings . . . . .				
<b>20</b> Interest . . . . .				
<b>21</b> Payments to affiliates . . . . .				
<b>22</b> Depreciation, depletion, and amortization . . . . .	116,308.	46,339.	69,969.	0.
<b>23</b> Insurance . . . . .	43,651.	1,464.	42,187.	0.
<b>24</b> Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
<b>a</b> Repairs and Maintenance . . . . .	40,633.	0.	40,633.	0.
<b>b</b> Miscellaneous expenses . . . . .	2,912.	0.	2,912.	0.
<b>c</b> Dues and subscriptions . . . . .	47,975.	5,757.	42,218.	0.
<b>d</b> Staff training . . . . .	9,158.	3,458.	5,700.	0.
<b>e</b> All other expenses . . . . .				
<b>25</b> Total functional expenses. Add lines 1 through 24e . . . . .	24,313,616.	22,928,497.	1,385,119.	0.
<b>26</b> Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720) . . . . .				

**Part X Balance Sheet**Check if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
<b>Assets</b>	<b>1</b> Cash—non-interest-bearing . . . . .	7,960,144.	<b>1</b>	7,088,988.
	<b>2</b> Savings and temporary cash investments . . . . .	773,302.	<b>2</b>	781,976.
	<b>3</b> Pledges and grants receivable, net . . . . .	4,661,099.	<b>3</b>	6,083,601.
	<b>4</b> Accounts receivable, net . . . . .	15,556.	<b>4</b>	10,808.
	<b>5</b> Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .		<b>5</b>	
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B) . . . . .		<b>6</b>	
	<b>7</b> Notes and loans receivable, net . . . . .		<b>7</b>	
	<b>8</b> Inventories for sale or use . . . . .		<b>8</b>	
	<b>9</b> Prepaid expenses and deferred charges . . . . .	79,969.	<b>9</b>	74,810.
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D . . . . .	<b>10a</b> 5,199,083.		
	<b>b</b> Less: accumulated depreciation . . . . .	<b>10b</b> 2,449,680.	2,859,756.	<b>10c</b> 2,749,403.
	<b>11</b> Investments—publicly traded securities . . . . .	3,411,771.	<b>11</b>	4,065,530.
	<b>12</b> Investments—other securities. See Part IV, line 11 . . . . .		<b>12</b>	
	<b>13</b> Investments—program-related. See Part IV, line 11 . . . . .		<b>13</b>	
	<b>14</b> Intangible assets . . . . .		<b>14</b>	
	<b>15</b> Other assets. See Part IV, line 11 . . . . .	1,941.	<b>15</b>	1,941.
<b>16</b> <b>Total assets.</b> Add lines 1 through 15 (must equal line 33) . . . . .	19,763,538.	<b>16</b>	20,857,057.	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses . . . . .	711,643.	<b>17</b>	807,102.
	<b>18</b> Grants payable . . . . .	2,729,435.	<b>18</b>	2,950,167.
	<b>19</b> Deferred revenue . . . . .	1,561,973.	<b>19</b>	1,528,812.
	<b>20</b> Tax-exempt bond liabilities . . . . .		<b>20</b>	
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D . . . . .		<b>21</b>	
	<b>22</b> Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .		<b>22</b>	
	<b>23</b> Secured mortgages and notes payable to unrelated third parties . . . . .	2,671.	<b>23</b>	
	<b>24</b> Unsecured notes and loans payable to unrelated third parties . . . . .		<b>24</b>	
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D . . . . .		<b>25</b>	
	<b>26</b> <b>Total liabilities.</b> Add lines 17 through 25 . . . . .	5,005,722.	<b>26</b>	5,286,081.
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here</b> <input checked="" type="checkbox"/> <b>and complete lines 27, 28, 32, and 33.</b>			
	<b>27</b> Net assets without donor restrictions . . . . .	14,467,149.	<b>27</b>	15,280,309.
	<b>28</b> Net assets with donor restrictions . . . . .	290,667.	<b>28</b>	290,667.
	<b>Organizations that do not follow FASB ASC 958, check here</b> <input type="checkbox"/> <b>and complete lines 29 through 33.</b>			
	<b>29</b> Capital stock or trust principal, or current funds . . . . .		<b>29</b>	
	<b>30</b> Paid-in or capital surplus, or land, building, or equipment fund . . . . .		<b>30</b>	
	<b>31</b> Retained earnings, endowment, accumulated income, or other funds . . . . .		<b>31</b>	
	<b>32</b> <b>Total net assets or fund balances.</b> . . . . .	14,757,816.	<b>32</b>	15,570,976.
<b>33</b> <b>Total liabilities and net assets/fund balances.</b> . . . . .	19,763,538.	<b>33</b>	20,857,057.	

**Part XI Reconciliation of Net Assets**Check if Schedule O contains a response or note to any line in this Part XI ☐

<b>1</b>	Total revenue (must equal Part VIII, column (A), line 12) . . . . .	<b>1</b>	24,676,138.
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25) . . . . .	<b>2</b>	24,313,616.
<b>3</b>	Revenue less expenses. Subtract line 2 from line 1 . . . . .	<b>3</b>	362,522.
<b>4</b>	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A)) . . . . .	<b>4</b>	14,757,816.
<b>5</b>	Net unrealized gains (losses) on investments . . . . .	<b>5</b>	450,638.
<b>6</b>	Donated services and use of facilities . . . . .	<b>6</b>	
<b>7</b>	Investment expenses . . . . .	<b>7</b>	
<b>8</b>	Prior period adjustments . . . . .	<b>8</b>	
<b>9</b>	Other changes in net assets or fund balances (explain on Schedule O) . . . . .	<b>9</b>	
<b>10</b>	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B)) . . . . .	<b>10</b>	15,570,976.

**Part XII Financial Statements and Reporting**Check if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
<b>1</b> Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
<b>2a</b> Were the organization's financial statements compiled or reviewed by an independent accountant? . . . . . If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
<b>b</b> Were the organization's financial statements audited by an independent accountant? . . . . . If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
<b>c</b> If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? . . . . . If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		X
<b>3a</b> As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? . . . . .	X	
<b>b</b> If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits .	X	

**Additional information from your Form 990: Return of Organization Exempt from Income Tax****Form 990: Return of Organization Exempt from Income Tax****Form 990, Page 2, Part III, Line 4a (continued)****Continuation Statement**

Description
This contract provided 321 unduplicated clients with in-home and facility based services during 2019. The Community Care for the Elderly (CCE) assists functionally impaired elderly persons living as independently as possible in their own home or in the home of a relative or caregiver. The program provided a continuum of care through the development, expansion, reorganization, and coordination of multiple community based services to assist elders to reside in the least restrictive environment suitable to their needs. This program provided 3,434 unduplicated clients with in-home and facility based services during 2019.

**SCHEDULE A**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Public Charity Status and Public Support**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2019**

**Open to Public  
Inspection**

Name of the organization

Areawide Council on Aging of Broward County, Inc.

Employer identification number

59-1529419

**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 ☐ A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: \_\_\_\_\_
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vii)**. (Complete Part II.)
- 9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: \_\_\_\_\_
- 10 ☐ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
- a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete **Part IV, Sections A and B**.
- b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete **Part IV, Sections A and C**.
- c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete **Part IV, Sections A, D, and E**.
- d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete **Part IV, Sections A and D, and Part V**.
- e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations . . . . .
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
<b>Total</b>						

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") . . . . .	21,738,063.	22,298,637.	23,338,345.	23,864,550.	24,295,769.	115,535,364.
<b>2</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .	0.	0.	0.	0.	0.	0.
<b>3</b> The value of services or facilities furnished by a governmental unit to the organization without charge . . . . .	0.	0.	0.	0.	0.	0.
<b>4</b> <b>Total.</b> Add lines 1 through 3 . . . . .	21,738,063.	22,298,637.	23,338,345.	23,864,550.	24,295,769.	115,535,364.
<b>5</b> The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f) . . . . .						
<b>6</b> <b>Public support.</b> Subtract line 5 from line 4						115,535,364.

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>7</b> Amounts from line 4 . . . . .	21,738,063.	22,298,637.	23,338,345.	23,864,550.	24,295,769.	115,535,364.
<b>8</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources . . . . .	101,685.	179,622.	138,177.	144,025.	318,915.	882,424.
<b>9</b> Net income from unrelated business activities, whether or not the business is regularly carried on . . . . .	0.	0.	0.	0.	0.	0.
<b>10</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) . . . . .	85,381.	107,459.	125,564.	72,774.	51,454.	442,632.
<b>11</b> <b>Total support.</b> Add lines 7 through 10						116,860,420.
<b>12</b> Gross receipts from related activities, etc. (see instructions) . . . . .					12	
<b>13</b> <b>First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here . . . . .						<input type="checkbox"/>

**Section C. Computation of Public Support Percentage**

<b>14</b> Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f)) . . . . .	<b>14</b>	98.87 %
<b>15</b> Public support percentage from 2018 Schedule A, Part II, line 14 . . . . .	<b>15</b>	98.88 %
<b>16a</b> <b>33<sup>1</sup>/<sub>3</sub>% support test—2019.</b> If the organization did not check the box on line 13, and line 14 is 33 <sup>1</sup> / <sub>3</sub> % or more, check this box and stop here. The organization qualifies as a publicly supported organization . . . . .	<input checked="" type="checkbox"/>	
<b>b</b> <b>33<sup>1</sup>/<sub>3</sub>% support test—2018.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 <sup>1</sup> / <sub>3</sub> % or more, check this box and stop here. The organization qualifies as a publicly supported organization . . . . .	<input type="checkbox"/>	
<b>17a</b> <b>10%-facts-and-circumstances test—2019.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization . . . . .	<input type="checkbox"/>	
<b>b</b> <b>10%-facts-and-circumstances test—2018.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization . . . . .	<input type="checkbox"/>	
<b>18</b> <b>Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions . . . . .	<input type="checkbox"/>	

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II.  
If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose . . . . .						
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge . . . . .						
<b>6 Total.</b> Add lines 1 through 5 . . . . .						
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons . . . . .						
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year . . . . .						
<b>c</b> Add lines 7a and 7b . . . . .						
<b>8 Public support.</b> (Subtract line 7c from line 6.) . . . . .						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>9</b> Amounts from line 6 . . . . .						
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources . . . . .						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 . . . . .						
<b>c</b> Add lines 10a and 10b . . . . .						
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on . . . . .						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) . . . . .						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.) . . . . .						
<b>14 First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here . . . . . <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f)) . . . . .	<b>15</b>	%
<b>16</b> Public support percentage from 2018 Schedule A, Part III, line 15 . . . . .	<b>16</b>	%

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2019 (line 10c, column (f), divided by line 13, column (f)) . . . . .	<b>17</b>	%
<b>18</b> Investment income percentage from 2018 Schedule A, Part III, line 17 . . . . .	<b>18</b>	%
<b>19a 33 1/3% support tests—2019.</b> If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization . . . . . <input type="checkbox"/>		
<b>b 33 1/3% support tests—2018.</b> If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization . . . . . <input type="checkbox"/>		
<b>20 Private foundation.</b> If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions . . . . . <input type="checkbox"/>		

**Part IV** Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

	Yes	No
<b>1</b> Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in <b>Part VI</b> how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.	<b>1</b>	
<b>2</b> Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in <b>Part VI</b> how the organization determined that the supported organization was described in section 509(a)(1) or (2).	<b>2</b>	
<b>3a</b> Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.	<b>3a</b>	
<b>b</b> Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in <b>Part VI</b> when and how the organization made the determination.	<b>3b</b>	
<b>c</b> Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in <b>Part VI</b> what controls the organization put in place to ensure such use.	<b>3c</b>	
<b>4a</b> Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.	<b>4a</b>	
<b>b</b> Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in <b>Part VI</b> how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.	<b>4b</b>	
<b>c</b> Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in <b>Part VI</b> what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.	<b>4c</b>	
<b>5a</b> Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in <b>Part VI</b> , including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).	<b>5a</b>	
<b>b</b> <b>Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	<b>5b</b>	
<b>c</b> <b>Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?	<b>5c</b>	
<b>6</b> Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in <b>Part VI</b> .	<b>6</b>	
<b>7</b> Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).	<b>7</b>	
<b>8</b> Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).	<b>8</b>	
<b>9a</b> Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in <b>Part VI</b> .	<b>9a</b>	
<b>b</b> Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in <b>Part VI</b> .	<b>9b</b>	
<b>c</b> Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in <b>Part VI</b> .	<b>9c</b>	
<b>10a</b> Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer 10b below.	<b>10a</b>	
<b>b</b> Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)	<b>10b</b>	



**Part IV Supporting Organizations (continued)**

	Yes	No
<b>11</b> Has the organization accepted a gift or contribution from any of the following persons?		
<b>a</b> A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	<b>11a</b>	
<b>b</b> A family member of a person described in (a) above?	<b>11b</b>	
<b>c</b> A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in <b>Part VI</b> .	<b>11c</b>	

**Section B. Type I Supporting Organizations**

	Yes	No
<b>1</b> Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in <b>Part VI</b> how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.	<b>1</b>	
<b>2</b> Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in <b>Part VI</b> how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.	<b>2</b>	

**Section C. Type II Supporting Organizations**

	Yes	No
<b>1</b> Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in <b>Part VI</b> how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).	<b>1</b>	

**Section D. All Type III Supporting Organizations**

	Yes	No
<b>1</b> Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	<b>1</b>	
<b>2</b> Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in <b>Part VI</b> how the organization maintained a close and continuous working relationship with the supported organization(s).	<b>2</b>	
<b>3</b> By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in <b>Part VI</b> the role the organization's supported organizations played in this regard.	<b>3</b>	

**Section E. Type III Functionally Integrated Supporting Organizations**

<b>1</b> Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
<b>a</b> <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
<b>b</b> <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
<b>c</b> <input type="checkbox"/> The organization supported a governmental entity. Describe in <b>Part VI</b> how you supported a government entity (see instructions).		
<b>2</b> Activities Test. Answer (a) and (b) below.		
<b>a</b> Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in <b>Part VI</b> identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.	<b>2a</b>	
<b>b</b> Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in <b>Part VI</b> the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.	<b>2b</b>	
<b>3</b> Parent of Supported Organizations. Answer (a) and (b) below.		
<b>a</b> Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in <b>Part VI</b> .	<b>3a</b>	
<b>b</b> Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in <b>Part VI</b> the role played by the organization in this regard.	<b>3b</b>	

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

- 1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A—Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8		
Section B—Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d Total (add lines 1a, 1b, and 1c)	1d		
e Discount claimed for blockage or other factors (explain in detail in Part VI):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035.	6		
7 Recoveries of prior-year distributions	7		
8 Minimum Asset Amount (add line 7 to line 6)	8		
Section C—Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2 Enter 85% of line 1.	2		
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4 Enter greater of line 2 or line 3.	4		
5 Income tax imposed in prior year	5		
6 Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		
7 <input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).			

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)**

Section D—Distributions		Current Year	
1	Amounts paid to supported organizations to accomplish exempt purposes		
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity		
3	Administrative expenses paid to accomplish exempt purposes of supported organizations		
4	Amounts paid to acquire exempt-use assets		
5	Qualified set-aside amounts (prior IRS approval required)		
6	Other distributions (describe in Part VI). See instructions.		
7	<b>Total annual distributions.</b> Add lines 1 through 6.		
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.		
9	Distributable amount for 2019 from Section C, line 6		
10	Line 8 amount divided by line 9 amount		

Section E—Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
1 Distributable amount for 2019 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2019 (reasonable cause required—explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2019			
a From 2014 . . . . .			
b From 2015 . . . . .			
c From 2016 . . . . .			
d From 2017 . . . . .			
e From 2018 . . . . .			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2019 distributable amount			
i Carryover from 2014 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2019 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2019 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2020. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2015 . . .			
b Excess from 2016 . . .			
c Excess from 2017 . . .			
d Excess from 2018 . . .			
e Excess from 2019 . . .			

**Part VI** **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Pt II Ln 10: Other Income Part II, Line 10 Description: Special events 2015:

85381. 2016: 107459. 2017: 125564. 2018: 72774. 2019: 51454.

**Schedule of Contributors**

OMB No. 1545-0047

**2019**

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

Name of the organization

Employer identification number

Areawide Council on Aging of Broward County, Inc.

59-1529419

Organization type (check one):

File as:

Section:

Form 990 or 990-EZ

☒ 501(c)( 3 ) (enter number) organization

☐ 4947(a)(1) nonexempt charitable trust not treated as a private foundation

☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation

☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation

☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the General Rule or a Special Rule.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

**General Rule**

- ☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

**Special Rules**

- ☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 18a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.
- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the General Rule applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year . . . . . ▶ \$ \_\_\_\_\_

**Caution:** An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it must answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization <b>Areawide Council on Aging of Broward County, Inc.</b>	Employer identification number <b>59-1529419</b>
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**Part I Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	The Jim Moran Foundation 100 Jim Moran Blvd Deerfield Beach FL 33442	\$ 54,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	Audrey Millsaps 671 Lakeside Circle Unit 618 Pompano Beach FL 33060	\$ 30,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	Florida Power & Light PO Box 8424 Fort Lauderdale FL 33340	\$ 9,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	JAC PACK Inc d/b/a 4 Corners Bingo 2466 N Powerline Road Pompano Beach FL 330691002	\$ 6,500.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

Areawide Council on Aging of Broward County, Inc.

59-1529419

**Part II** Noncash Property (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$-----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$-----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$-----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$-----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$-----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$-----	-----
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
-----	----- ----- ----- -----	\$-----	-----

Name of organization <b>Areawide Council on Aging of Broward County, Inc.</b>	Employer identification number <b>59-1529419</b>
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**Part III** Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this information once. See instructions.) ► \$ .....

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----
	<b>(e) Transfer of gift</b>		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	----- ----- -----	----- ----- -----	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----
	<b>(e) Transfer of gift</b>		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	----- ----- -----	----- ----- -----	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----
	<b>(e) Transfer of gift</b>		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	----- ----- -----	----- ----- -----	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
-----	----- ----- -----	----- ----- -----	----- ----- -----
	<b>(e) Transfer of gift</b>		
	Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee
	----- ----- -----	----- ----- -----	



**SCHEDULE D  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Financial Statements**

▶ Complete if the organization answered "Yes" on Form 990,  
Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.

▶ Attach to Form 990.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2019**

**Open to Public  
Inspection**

Name of the organization

Areawide Council on Aging of Broward County, Inc.

Employer identification number

59-1529419

**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year . . . . .		
2 Aggregate value of contributions to (during year) . . . . .		
3 Aggregate value of grants from (during year) . . . . .		
4 Aggregate value at end of year . . . . .		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? . . . . .		<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? . . . . .		<input type="checkbox"/> Yes <input type="checkbox"/> No

**Part II Conservation Easements.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply). <input type="checkbox"/> Preservation of land for public use (for example, recreation or education) <input type="checkbox"/> Protection of natural habitat <input type="checkbox"/> Preservation of open space <input type="checkbox"/> Preservation of a historically important land area <input type="checkbox"/> Preservation of a certified historic structure	
2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.	<b>Held at the End of the Tax Year</b>
a Total number of conservation easements . . . . .	2a
b Total acreage restricted by conservation easements . . . . .	2b
c Number of conservation easements on a certified historic structure included in (a) . . . . .	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register . . . . .	2d
3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶	
4 Number of states where property subject to conservation easement is located ▶	
5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶	
7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$	
8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No
9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.	

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.	
b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items: (i) Revenue included on Form 990, Part VIII, line 1 . . . . . ▶ \$ (ii) Assets included in Form 990, Part X . . . . . ▶ \$	
2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items: a Revenue included on Form 990, Part VIII, line 1 . . . . . ▶ \$ b Assets included in Form 990, Part X . . . . . ▶ \$	

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)**

- 3** Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a** ☐ Public exhibition **d** ☐ Loan or exchange program
- b** ☐ Scholarly research **e** ☐ Other \_\_\_\_\_
- c** ☐ Preservation for future generations
- 4** Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5** During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

**Part IV Escrow and Custodial Arrangements.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a** Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No
- b** If "Yes," explain the arrangement in Part XIII and complete the following table:
- |  | Amount          |
|--|-----------------|
| <b>c</b> Beginning balance . . . . .             | <b>1c</b> _____ |
| <b>d</b> Additions during the year . . . . .     | <b>1d</b> _____ |
| <b>e</b> Distributions during the year . . . . . | <b>1e</b> _____ |
| <b>f</b> Ending balance . . . . .                | <b>1f</b> _____ |
- 2a** Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No
- b** If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

**Part V Endowment Funds.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
<b>1a</b> Beginning of year balance . . . . .					
<b>b</b> Contributions . . . . .					
<b>c</b> Net investment earnings, gains, and losses . . . . .					
<b>d</b> Grants or scholarships . . . . .					
<b>e</b> Other expenditures for facilities and programs . . . . .					
<b>f</b> Administrative expenses . . . . .					
<b>g</b> End of year balance . . . . .					

- 2** Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a** Board designated or quasi-endowment ► \_\_\_\_\_ %
- b** Permanent endowment ► \_\_\_\_\_ %
- c** Term endowment ► \_\_\_\_\_ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

- 3a** Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) Unrelated organizations . . . . .
- (ii) Related organizations . . . . .

	Yes	No
<b>3a(i)</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3a(ii)</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3b</b>	<input type="checkbox"/>	<input type="checkbox"/>

- b** If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? . . . . .

- 4** Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
<b>1a</b> Land . . . . .	0.	616,188.		616,188.
<b>b</b> Buildings . . . . .		3,930,054.	1,857,812.	2,072,242.
<b>c</b> Leasehold improvements . . . . .				
<b>d</b> Equipment . . . . .		652,841.	591,868.	60,973.
<b>e</b> Other . . . . .				
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) . . . . .				2,749,403.

**Part VII Investments—Other Securities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives . . . . .		
(2) Closely held equity interests . . . . .		
(3) Other . . . . .		
(A) . . . . .		
(B) . . . . .		
(C) . . . . .		
(D) . . . . .		
(E) . . . . .		
(F) . . . . .		
(G) . . . . .		
(H) . . . . .		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 12.) . . . . .		

**Part VIII Investments—Program Related.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) . . . . .		
(2) . . . . .		
(3) . . . . .		
(4) . . . . .		
(5) . . . . .		
(6) . . . . .		
(7) . . . . .		
(8) . . . . .		
(9) . . . . .		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 13.) . . . . .		

**Part IX Other Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) . . . . .	
(2) . . . . .	
(3) . . . . .	
(4) . . . . .	
(5) . . . . .	
(6) . . . . .	
(7) . . . . .	
(8) . . . . .	
(9) . . . . .	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.) . . . . .	

**Part X Other Liabilities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes . . . . .	
(2) . . . . .	
(3) . . . . .	
(4) . . . . .	
(5) . . . . .	
(6) . . . . .	
(7) . . . . .	
(8) . . . . .	
(9) . . . . .	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) . . . . .	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII . ☐

**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

<b>1</b>	Total revenue, gains, and other support per audited financial statements . . . . .	<b>1</b>	25,166,332.
<b>2</b>	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
<b>a</b>	Net unrealized gains (losses) on investments . . . . .	<b>2a</b>	450,638.
<b>b</b>	Donated services and use of facilities . . . . .	<b>2b</b>	
<b>c</b>	Recoveries of prior year grants . . . . .	<b>2c</b>	
<b>d</b>	Other (Describe in Part XIII.) . . . . .	<b>2d</b>	39,556.
<b>e</b>	Add lines 2a through 2d . . . . .	<b>2e</b>	490,194.
<b>3</b>	Subtract line 2e from line 1 . . . . .	<b>3</b>	24,676,138.
<b>4</b>	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
<b>a</b>	Investment expenses not included on Form 990, Part VIII, line 7b . . . . .	<b>4a</b>	
<b>b</b>	Other (Describe in Part XIII.) . . . . .	<b>4b</b>	
<b>c</b>	Add lines 4a and 4b . . . . .	<b>4c</b>	
<b>5</b>	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.) . . . . .	<b>5</b>	24,676,138.

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

<b>1</b>	Total expenses and losses per audited financial statements . . . . .	<b>1</b>	24,353,172.
<b>2</b>	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
<b>a</b>	Donated services and use of facilities . . . . .	<b>2a</b>	
<b>b</b>	Prior year adjustments . . . . .	<b>2b</b>	
<b>c</b>	Other losses . . . . .	<b>2c</b>	
<b>d</b>	Other (Describe in Part XIII.) . . . . .	<b>2d</b>	39,556.
<b>e</b>	Add lines 2a through 2d . . . . .	<b>2e</b>	39,556.
<b>3</b>	Subtract line 2e from line 1 . . . . .	<b>3</b>	24,313,616.
<b>4</b>	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
<b>a</b>	Investment expenses not included on Form 990, Part VIII, line 7b . . . . .	<b>4a</b>	
<b>b</b>	Other (Describe in Part XIII.) . . . . .	<b>4b</b>	
<b>c</b>	Add lines 4a and 4b . . . . .	<b>4c</b>	
<b>5</b>	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.) . . . . .	<b>5</b>	24,313,616.

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Pt XI, Line 2d: Special event direct expenses

Pt XII, Line 2d: Special event direct expenses

**Part XIII** Supplemental Information *(continued)*

**SCHEDULE G**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information Regarding Fundraising or Gaming Activities**

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2019**

Open to Public  
Inspection

Name of the organization

Areawide Council on Aging of Broward County, Inc.

Employer identification number

59-1529419

**Part I Fundraising Activities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 17.  
Form 990-EZ filers are not required to complete this part.

**1** Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- |  |   |
|--|---|
| <b>a</b> <input type="checkbox"/> Mail solicitations               | <b>e</b> <input type="checkbox"/> Solicitation of non-government grants |
| <b>b</b> <input type="checkbox"/> Internet and email solicitations | <b>f</b> <input type="checkbox"/> Solicitation of government grants     |
| <b>c</b> <input type="checkbox"/> Phone solicitations              | <b>g</b> <input type="checkbox"/> Special fundraising events            |
| <b>d</b> <input type="checkbox"/> In-person solicitations          |   |

**2a** Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ Yes ☐ No

**b** If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
<b>1</b>						
<b>2</b>						
<b>3</b>						
<b>4</b>						
<b>5</b>						
<b>6</b>						
<b>7</b>						
<b>8</b>						
<b>9</b>						
<b>10</b>						
<b>Total</b> . . . . . ▶						

**3** List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

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**Part II Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events
		BANC (event type)	Installation Dinner (event type)	4 (total number)	(add col. (a) through col. (c))
Revenue	1 Gross receipts . . . . .	31,504.	25,703.	33,803.	91,010.
	2 Less: Contributions . . . . .				
	3 Gross income (line 1 minus line 2) . . . . .	31,504.	25,703.	33,803.	91,010.
Direct Expenses	4 Cash prizes . . . . .				
	5 Noncash prizes . . . . .				
	6 Rent/facility costs . . . . .				
	7 Food and beverages . . . . .				
	8 Entertainment . . . . .				
	9 Other direct expenses . . . . .	6,158.	19,424.	13,974.	39,556.
	10 Direct expense summary. Add lines 4 through 9 in column (d) . . . . . ▶				39,556.
	11 Net income summary. Subtract line 10 from line 3, column (d) . . . . . ▶				51,454.

**Part III Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

	(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue				
1 Gross revenue . . . . .				
Direct Expenses	2 Cash prizes . . . . .			
	3 Noncash prizes . . . . .			
	4 Rent/facility costs . . . . .			
	5 Other direct expenses . . . . .			
	6 Volunteer labor . . . . .	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No
7 Direct expense summary. Add lines 2 through 5 in column (d) . . . . . ▶				
8 Net gaming income summary. Subtract line 7 from line 1, column (d) . . . . . ▶				

9 Enter the state(s) in which the organization conducts gaming activities: \_\_\_\_\_

a Is the organization licensed to conduct gaming activities in each of these states? . . . . . ☐ Yes ☐ No

b If "No," explain: \_\_\_\_\_

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? . . . . . ☐ Yes ☐ No

b If "Yes," explain: \_\_\_\_\_

- |           |   |                              |                             |
|-----------|---|------------------------------|-----------------------------|
| <b>11</b> | <b>Does the organization conduct gaming activities with nonmembers?</b>   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <b>12</b> | <b>Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming?</b> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <b>13</b> | <b>Indicate the percentage of gaming activity conducted in:</b>   |                              |                             |
| <b>a</b>  | <b>The organization's facility</b>  | <b>13a</b>                   | <b>%</b>                    |
| <b>b</b>  | <b>An outside facility</b>  | <b>13b</b>                   | <b>%</b>                    |
| <b>14</b> | <b>Enter the name and address of the person who prepares the organization's gaming/special events books and records:</b>                                      |                              |                             |

Name 

**Address** ►

- 15a** Does the organization have a contract with a third party from whom the organization receives gaming revenue? ☐ Yes ☐ No
- b** If "Yes," enter the amount of gaming revenue received by the organization ► \$ \_\_\_\_\_ and the amount of gaming revenue retained by the third party ► \$ \_\_\_\_\_
- c** If "Yes," enter name and address of the third party:

**Name ▶** \_\_\_\_\_

**Address** ▶

**16 Gaming manager information:**

**Name** ▶ \_\_\_\_\_

**Gaming manager compensation ▶ \$** \_\_\_\_\_

Description of services provided ►

☐ Director/officer☐ Employee☐ Independent contractor

**17 Mandatory distributions:**

- a** Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? ☐ Yes ☐ No
- b** Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year \$

**Part IV** **Supplemental Information.** Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.



**SCHEDULE I**  
**(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Grants and Other Assistance to Organizations,  
Governments, and Individuals in the United States**

Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.

► Attach to Form 990.

► Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2019**

**Open to Public  
Inspection**

Name of the organization

Areawide Council on Aging of Broward County, Inc.

Employer identification number

59-1529419

**Part I General Information on Grants and Assistance**

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? ☒ Yes ☐ No
- 2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

**Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments.** Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of noncash assistance	(h) Purpose of grant or assistance
(1) Austin Hapburn Senior Mini Center 750 N.W. 8 Avenue Hallandale FL 33009	59-6000333		86,761.				Elderly Svcs
(2) Broward County Elderly & Veterans Services 2995 N. Dixie Bwy Ft. Lauderdale FL 33334	59-6000531		8,308,811.				Elderly Svcs
(3) Catholic Charities of the Archdiocese of Miami 1503 NW 26 St Wilton Manors FL 33305	59-1279497		380,343.				Elderly Svcs
(4) City of Hollywood-Fred Lippman Center 2030 Polk Street Hollywood FL 33020	59-6000338		228,410.				Elderly Svcs
(5) Minority Builders Coalition 665 SW 27 Ave. Ft. Lauderdale FL 33312	23-7170674		383,308.				Elderly Svcs
(6) Human Services Network, Inc. 451 N State Road 7 Plantation FL 33317	59-2450043		3,332,381.				Elderly Svcs
(7) Jewish Adoption & Foster Care Options, Inc. 4200 University Dr. Sunrise FL 33351	20-0898587		56,497.				Elderly Svcs
(8) Jewish Community Center of South Broward, Inc. 5850 S. Pine Island Rd Davie FL 33328	59-2075982		351,713.				Elderly Svcs
(9) Lauderdale Lakes Alzheimer's Care Center 4320 NW 36 St Lauderdale Lakes FL 33319	59-0974050		307,304.				Elderly Svcs
(10) City of Miramar 6700 Miramar Parkway Miramar FL 33021	59-6019762		844,924.				Elderly Svcs
(11) City of Deerfield Beach-NEFP 227 NW 2 St Deerfield Bch FL 33441	59-6000305		1,087,312.				Elderly Svcs
(12) See Statement			3,030,135.				

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table 20
- 3 Enter total number of other organizations listed in the line 1 table 1

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule I (Form 990) (2019)

BAA

REV 08/02/20 PRO

**Part III** Grants and Other Assistance to Domestic Individuals. Complete if the organization answered "Yes" on Form 990, Part IV, line 22. Part III can be duplicated if additional space is needed.

(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of noncash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of noncash assistance
1 Home care for the Elderly	276	428,725.			
2 EHEAP	60	21,505.			
3 Veteran's Directed Home & Community Based Services	58	2,109,160.			
4					
5					
6					
7					
<b>Part IV</b> Supplemental Information. Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.					

**Schedule I: Grants and Other Assistance to Organizations, Governments, and Individuals in the United States**
**Part II: Grants and Other Assistance to Domestic Organizations and Domestic Governments**
**Continuation Statement**

Name and address of organization or government	EIN	IRC Section (if applicable)	Amount of cash grant	Amount of non-cash assistance	Method of valuation (book, FMV, appraisal, other)	Description of noncash assistance	Purpose of grant or assistance
Northwest Federated Women's Club 2185 NW 19 St, Ft. Lauderdale, FL 33311	237113192		381,215.				Elderly Svcs
City of Margate-NWFP 6009 NW 10 St, Margate, FL 33063	592154528		415,600.				Elderly Svcs
Senior Center Inc. 5000 N. Mob Hill Rd, Sunrise, FL 33351	650245068		281,782.				Elderly Svcs
Sunserve, Inc./NAMADC 1480 SW 9 Ave., Ft. Lauderdale, FL 33315	010582371		290,982.				Elderly Svcs
Coast to Coast Legal Aid of S. Fla. Inc. P.O. Box 120910, Ft. Lauderdale, FL 33312	900089501		332,082.				Elderly Svcs
South Florida Institute on Aging 4701 NW 33 Ave, Oakland Park, FL 33309	591297932		97,173.				Elderly Svcs
City of Pembroke Pines-SWFP 301 NW 103 Ave., Pembroke Pines, FL 33026	590908106		777,760.				Elderly Svcs
Parker's Associates-Elder Care Adult Day Health Center 611 Northwest 31 Avenue, Pompano Beach, FL 33069	650868245		38,484.				Elderly Svcs
City of West Park 1955 S. State Road 7, Hollywood, FL 33023	260111664		399,805.				Elderly Svcs
North Broward Hospital District 201 East Sample Road, Pompano Beach, FL 33064	596012065		15,252.				Elderly Svcs
			<b>3,030,135.</b>	<b>0.</b>			

**SCHEDULE O**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**  
Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2019**

Open to Public  
Inspection

Name of the organization

Areawide Council on Aging of Broward County, Inc.

Employer identification number

59-1529419

Pt VI, Line 11b: The Finance Director reviews the Form 990 in cooperation with  
the Executive Director for accuracy prior to filing.

Pt VI, Line 12c: Board members assess and acknowledge consideration of conflict  
of interest annually.

Pt VI, Line 15a: The Executive Director's annual evaluation is completed by  
the Board of Directors and is submitted to the Chair of the Personnel committee  
who compiles a summary of all evaluations submitted. The Finance committee reviews  
the evaluations to determine annual increases and they are submitted to the Board  
for approval.

Pt VI, Line 15b: The Finance committee recommend a percentage for annual increase  
which are approved by the Board of Directors. Top management personnel are evaluated  
annually by the Executive Director who determines compensation within the Board  
approved annual increase per the budget.

**SCHEDULE R  
(Form 990)**Department of the Treasury  
Internal Revenue Service

Name of the organization

**Related Organizations and Unrelated Partnerships**

► Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 38, or 37.

► Attach to Form 990.

► Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2019****Open to Public  
Inspection**

Employer identification number

59-1529419

**Part I Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity
(1) .....					
(2) .....					
(3) .....					
(4) .....					
(5) .....					
(6) .....					

**Part II Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
(1) Areawide Housing for the Elderly 59-2296320 5300 Hiatus Road Sunrise FL 33351	HO Sec. 8 Project for the elderly & disabled	FL	501 (c) (3)	7	N/A		
(2) .....							
(3) .....							
(4) .....							
(5) .....							
(6) .....							
(7) .....							

**Part III** Identification of Related Organizations Taxable as a Partnership. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of- year assets	(h) Disproportionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1085)	(j) General or managing partner?		(k) Percentage ownership
							Yes	No		Yes	No	
(1) .....												
(2) .....												
(3) .....												
(4) .....												
(5) .....												
(6) .....												
(7) .....												

**Part IV** Identification of Related Organizations Taxable as a Corporation or Trust. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity?	
								Yes	No
(1) .....									
(2) .....									
(3) .....									
(4) .....									
(5) .....									
(6) .....									
(7) .....									

**Part V Transactions With Related Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.**Note:** Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

	Yes	No
<b>1</b> During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II–IV?		
<b>a</b> Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity . . . . .	<b>1a</b>	X
<b>b</b> Gift, grant, or capital contribution to related organization(s) . . . . .	<b>1b</b>	X
<b>c</b> Gift, grant, or capital contribution from related organization(s) . . . . .	<b>1c</b>	X
<b>d</b> Loans or loan guarantees to or for related organization(s) . . . . .	<b>1d</b>	X
<b>e</b> Loans or loan guarantees by related organization(s) . . . . .	<b>1e</b>	X
<b>f</b> Dividends from related organization(s) . . . . .	<b>1f</b>	X
<b>g</b> Sale of assets to related organization(s) . . . . .	<b>1g</b>	X
<b>h</b> Purchase of assets from related organization(s) . . . . .	<b>1h</b>	X
<b>i</b> Exchange of assets with related organization(s) . . . . .	<b>1i</b>	X
<b>j</b> Lease of facilities, equipment, or other assets to related organization(s) . . . . .	<b>1j</b>	X
<b>k</b> Lease of facilities, equipment, or other assets from related organization(s) . . . . .	<b>1k</b>	X
<b>l</b> Performance of services or membership or fundraising solicitations for related organization(s) . . . . .	<b>1l</b>	X
<b>m</b> Performance of services or membership or fundraising solicitations by related organization(s) . . . . .	<b>1m</b>	X
<b>n</b> Sharing of facilities, equipment, mailing lists, or other assets with related organization(s) . . . . .	<b>1n</b>	X
<b>o</b> Sharing of paid employees with related organization(s) . . . . .	<b>1o</b>	X
<b>p</b> Reimbursement paid to related organization(s) for expenses . . . . .	<b>1p</b>	X
<b>q</b> Reimbursement paid by related organization(s) for expenses . . . . .	<b>1q</b>	X
<b>r</b> Other transfer of cash or property to related organization(s) . . . . .	<b>1r</b>	X
<b>s</b> Other transfer of cash or property from related organization(s) . . . . .	<b>1s</b>	X

**2** If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

(a) Name of related organization	(b) Transaction type (a–s)	(c) Amount involved	(d) Method of determining amount involved
(1) N/A	N/A		N/A
(2)			
(3)			
(4)			
(5)			
(6)			

**Part VI** Unrelated Organizations Taxable as a Partnership. Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(e) Are all partners section 501(c)(3) organizations?		(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V—UBI amount in box 20 of Schedule K-1 (Form 1085)	(j) General or managing partner?		(k) Percentage ownership
				Yes	No			Yes	No		Yes	No	
(1)													
(2)													
(3)													
(4)													
(5)													
(6)													
(7)													
(8)													
(9)													
(10)													
(11)													
(12)													
(13)													
(14)													
(15)													
(16)													



**Part VII**

**Supplemental Information**

Provide additional information for responses to questions on Schedule R. See instructions.

Lined area for supplemental information.



Department of the Treasury  
Internal Revenue Service  
Ogden, UT 84201

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AREAWIDE COUNCIL ON AGING OF  
BROWARD COUNTY INC  
5300 N HIATUS RD  
SUNRISE FL 33351-8701

023230

Notice	CP211A
Tax period	December 31, 2019
Notice date	August 3, 2020
Employer ID number	59-1529419
To contact us	Phone 877-829-5500 FAX 877-792-2864

Page 1 of 1

Important information about your December 31, 2019 Form 990

## We approved your Form 8868, Application for Extension of Time To File an Exempt Organization Return

We approved the Form 8868 for your  
December 31, 2019 Form 990.  
Your new due date is November 15, 2020.

### What you need to do

File your December 31, 2019 Form 990 by November 15, 2020. We encourage you to use electronic filing—the fastest and easiest way to file.

Visit [www.irs.gov/charities](http://www.irs.gov/charities) to learn about approved e-File providers, what types of returns can be filed electronically, and whether you are required to file electronically.

### Additional information

- Visit [www.irs.gov/cp211a](http://www.irs.gov/cp211a)
- For tax forms, instructions, and publications, visit [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or call 800-TAX-FORM (800-829-3676).
- Keep this notice for your records.

If you need assistance, please don't hesitate to contact us.



## **Areawide Council on Aging – Match Requirements OAA Contract**

OAA(Older Americans Act) JA021: Page 33, Section IV. Special Provisions, Paragraph B.1 Matching, Level of Effort, and Earmarking Requirement

## **Areawide Council on Aging – Match Requirements CCE Contract**

CCE(Community Care for the Elderly) JC020: Page 29, Section IV. Special Provisions, Paragraph B.1 Matching, Level of Effort, and Earmarking Requirement

**FLORIDA DEPARTMENT OF ELDER AFFAIRS  
STANDARD CONTRACT**

**THIS CONTRACT** is entered into between the Florida Department of Elder Affairs (Department or DOEA) Areawide Council on Aging of Broward County, Inc. (Contractor), collectively referred to as the “Parties.” The term Contractor for this purpose may designate a Vendor, Subgrantee, or Subrecipient.

**WITNESSETH THAT:**

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

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

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

**1. Purpose of Contract:**

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

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

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

**3. Term of Contract:**

This contract shall begin at twelve (12:00) A.M., Eastern Standard Time **January 1, 2021** or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **December 31, 2021**.

**4. Contract Amount:**

The Department agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$8,620,423.00**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

**5. Renewals:**

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

**6. Compliance with Federal Law:**

**6.1** If this contract contains federal funds this section shall apply.

**6.1.1** The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) 75 and/or 45 CFR Part 92, 2 CFR Part 200, and other applicable regulations.

**6.1.2** If this contract contains federal funds and is over \$100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) § 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251, et seq.), Executive Order 11738, as amended, and, where applicable, Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Department.

**6.1.3** Neither the Contractor nor any agent acting on behalf of the Contractor may use any federal funds received in connection with this contract to influence legislation or appropriations pending before Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the Certification and Assurances Attachment, which must be completed and returned to the Contract Manager prior to the execution of this contract.

**6.1.4** In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulations 41 CFR Part 60 and in Department of Health and Human Services regulations 45 CFR Part 92, if applicable.

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

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

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

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

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

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

## **7. Compliance with State Law:**

**7.1** This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with Florida law, including Florida provisions for conflict of laws.

**7.2** If this contract contains state financial assistance funds, the Contractor shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with laws, rules, and regulations including, but not limited to, the Reference Guide for State Expenditures.

**7.3** The Contractor shall comply with the requirements of Section 287.058, F.S., as amended.

**7.3.1** The Contractor shall perform all tasks contained in Attachment I.

**7.3.2** The Contractor shall provide units of deliverables, including reports, findings, and drafts, as specified in Attachment I, to be received and accepted by the DOEA Contract Manager prior to payment.

**7.3.3** The Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Attachment I, Section III. Method of Payment.

**7.3.4** The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.

**7.3.5** If itemized payment for travel expenses is permitted in this contract, the Contractor shall submit invoices for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this contract.

**7.3.6** The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Section 119.011(12), F.S., made or received by the Contractor in conjunction with this contract except

for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract for which the Department may unilaterally terminate this contract.

- 7.4 If clients are to be transported under this contract, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, Florida Administrative Code (F.A.C).
- 7.5 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.
- 7.6 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 7.7 The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel.

## **8. Background Screening:**

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's level 2 background screening pursuant to Sections 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. To demonstrate compliance with this provision, Contractor shall submit the Background Screening Affidavit of Compliance (Screening Form) to the Department within thirty (30) days of execution of this contract. Should the Department have a completed Screening Form on file for the Contractor, a new Screening Form will be required every twelve (12) months.

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

## **9. Grievance Procedures:**

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

## **10. Public Records and Retention:**

- 10.1 By execution of this contract, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

- 10.1.1 Keep and maintain public records required by the Department to perform the contracted services.
- 10.1.2 Upon request from the Department's custodian of public records, provide the Department a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- 10.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Department.
- 10.1.4 Upon completion of the contract, the Contractor will either transfer, at no cost to the Department, all public records in possession of the Contractor to the Department or will keep and maintain public records required by the Department. If the Contractor transfers all public records to the Department upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

- 10.2 The Department may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Contractor to comply with Section 10 of this contract by not allowing public access to all documents,

papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Records Coordinator  
Florida Department of Elder Affairs  
4040 Esplanade Way  
Tallahassee, Florida 32399  
850-414-2114  
doeapublicrecords@elderaffairs.org**

- 10.3** Upon termination of this contract, whether for convenience or for cause as detailed in section 53 of this contract, the Contractor and Subcontractors shall, at no cost to the Department, transfer all public records in their possession to the Department and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to the Department in a format that is compatible with the information technology systems of the Department.

**11. Audits, Inspections, Investigations:**

- 11.1** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest, and expenditures of funds provided by the Department under this contract. Contractor shall adequately safeguard all such assets and ensure that they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.
- 11.2** The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract, or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Department.
- 11.3** Upon demand, at no additional cost to the Department, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 11.4** The Contractor shall ensure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Department.
- 11.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Department and federal auditors, pursuant to 45 CFR Part 75, shall be allowed full access to and the right to examine any of the Contractor's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 11.6** The Contractor shall provide a Financial and Compliance Audit to the Department as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.
- 11.7** Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. Contractor further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this contract the Contractor understands and will comply with this subsection.

**12. Nondiscrimination-Civil Rights Compliance:**

- 12.1** The Contractor shall execute Assurances as stated in the Assurances-Non-Construction Programs Attachment that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status, or sex in compliance



with state and federal law and regulations. The Contractor further assures that all Contractors, Subcontractors, Sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status, or sex.

- 12.2** During the term of this contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, attached to this contract.
- 12.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures shall include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 12.4** If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the any statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Department may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief including, but not limited to, termination of the contract and denial of further assistance.

**13. Monitoring by the Department:**

The Contractor shall permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this contract, and to interview any clients, employees, and Subcontractor employees of the Contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will provide a written report of its findings to the Contractor and, where appropriate, the Contractor shall develop a Corrective Action Plan (CAP). The Contractor hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Department's Contract Manager.

**14. Provision of Services:**

The Contractor shall provide services in the manner described in Attachment I.

**15. Coordinated Monitoring with Other Agencies:**

If the Contractor receives funding from one or more State of Florida human service agencies, in addition to the Department, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this contract, and pursuant to Section 287.0575, F.S., as amended, Florida's human service agencies shall include the Department, the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, and the Department of Veterans' Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor shall comply and cooperate with all monitors, inspectors, and/or investigators.

**16. New Contract(s) Reporting:**

The Contractor shall notify the Department within ten (10) days of entering into a new contract with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency and the applicable office or program issuing the contract; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) Contract Manager name and contact information. In complying with this provision, and pursuant to Section 287.0575, F.S., as amended, the Contractor shall complete the Contractor's State Contracts List attached to this contract.

**17. Indemnification:**

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

- 17.1** Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 17 is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

**18. Insurance and Bonding:**

- 18.1** The Contractor shall provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by Section 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance coverage necessary to provide reasonable financial protections for the Contractor and the clients to be served under this contract. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under this contract. The Contractor shall ensure that the Department has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in this contract.
- 18.2** Throughout the term of this contract, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees, and agents of the Contractor authorized to handle funds received or disbursed under all agreements and/or contracts incorporating this contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company, and consistent with good business practices.

**19. Confidentiality of Information:**

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

**20. Health Insurance Portability and Accountability Act:**

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

**21. Incident Reporting:**

- 21.1** The Contractor shall notify the Department immediately but no later than forty-eight (48) hours from the Contractor's awareness or discovery of conditions that may materially affect the Contractor's or Subcontractor's ability to perform the services required to be performed under this contract. Such notice shall be made orally to the Department's Contract Manager (by telephone) with an email to immediately follow.
- 21.2** The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon the Contractor, its Subcontractors, and their employees.

**22. Bankruptcy Notification:**

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

**23. Sponsorship and Publicity:**

- 23.1** As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.
- 23.2** The Contractor shall not use the words "State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific written authorization has been obtained by the Department prior to such use.

**24. Assignments:**

- 24.1** The Contractor shall not assign the rights and responsibilities under this contract without the prior written approval of the Department. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Department shall constitute a material breach of the contract. In the event the State of Florida approves assignment of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with this contract.
- 24.2** The State of Florida is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida upon giving prior written notice to the Contractor.
- 24.3** This contract shall remain binding upon the successors in interest of the Contractor and the Department.

**25. Subcontracts:**

- 25.1** The Contractor is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Contractor or its Subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Department deems necessary. The Contractor further agrees that the Department will not be liable to the Subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Department against any such claims.
- 25.2** The Contractor shall promptly pay any Subcontractors upon receipt of payment from the Department or other state agency. Failure to make payments to any Subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and Subcontractor, will result in a penalty as provided by statute.

**26. Independent Capacity of Contractor:**

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

**27. Payment:**

Payments shall be made to the Contractor for all completed and approved deliverables (units of service) as defined in Attachment I. The DOEA Contract Manager will have final approval of the Contractor's invoice submitted for payment and will approve the invoice for payment only if the Contractor has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Department's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S. A Vendor Ombudsman has been established within the Florida Department of Financial Services and may be contacted at 800-342-2762.

**28. Return of Funds:**

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

**29. Data Integrity and Safeguarding Information:**

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

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

The Department has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, Other Personal Services (OPS) employees and volunteers, including all personnel affiliated with third parties, such as, but not limited to, contractors and subcontractors. Any entity that uses the Department's computer resource systems must comply with the Department's policy regarding social media. Social Media includes, but is not limited to, blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube. This policy is available on the Department's website at: <http://elderaffairs.state.fl.us/doea/financial.php>.

**31. Conflict of Interest:**

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

**32. Public Entity Crime:**

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty six (36) months following the date of being placed on the Convicted Vendor List.

**33. Purchasing:**

- 33.1** The Contractor may purchase articles which are the subject of, or are required to carry out, this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Sections 946.515(2) and (4), F.S. For purposes of this contract, the Contractor shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to Subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE at (800) 643-8459.
- 33.2** The Contractor may procure any recycled products or materials which are the subject of or are required to carry out this contract in accordance with the provisions of Section 403.7065, F.S.
- 33.3** The Contractor may purchase articles that are the subject of or are required to carry out this contract from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Sections 413.036(1) and (2), F.S. For purposes of this contract, the Contractor shall be deemed to be substituted for the Department insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. This clause is not applicable to Subcontractors unless otherwise required by law.
- 33.4** The Contractor shall provide a Certified Minority Business Subcontractor Expenditure (CMBE) Report summarizing the participation of certified suppliers for the current reporting period and project to date. The CMBE Report shall include the names, addresses, and dollar amount of each certified participant, and a copy must be forwarded to the Department, Division of Financial Administration and must accompany each invoice submitted to the Department. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department's Minority Coordinator (850-414-2153) will assist with questions and answers. The CMBE Report is attached to this contract.

**34. Patents, Copyrights, Royalties:**

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

- 34.1** If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this Section 34.
- 34.2** If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR § 200.315 or 45 CFR § 75.322, as applicable.
- 34.3** Notwithstanding the foregoing provisions, if the Contractor or one of its Subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, Subcontractors, or Assignees of any resulting patented, copyrighted, or trademarked work products.

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

- 35.1** If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety, or welfare, the Contractor shall, within thirty (30) calendar days of the execution of this contract, submit to the DOEA Contract Manager, verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Department of emergency provisions.
- 35.2** In the event a situation results in a cessation of services by a Subcontractor, the Contractor shall remain responsible for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

**36. Equipment:**

- 36.1** Equipment means: (a) tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds - 2 CFR § 200.33 and 45 CFR § 75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$1,000.00 or more per unit, and expected useful life of at least one (1) year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].
- 36.2** Contractors and Subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Department upon request. The Contractor shall promptly investigate, fully document, and notify the DOE Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the DOE Contract Manager.
- 36.3** The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally owned equipment shall, at a minimum, meet the following requirements and shall include accurately maintained equipment records with the following information:
- 36.3.1** Property records must be maintained that include a description of the equipment;
  - 36.3.2** Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
  - 36.3.3** Source of funding for the equipment, including the federal award identification number;
  - 36.3.4** Whether title vests in the Contractor or the federal government;
  - 36.3.5** Acquisition date (or date received, if the equipment was furnished by the federal government);
  - 36.3.6** Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
  - 36.3.7** Location, use and condition of the equipment and the date the information was reported;
  - 36.3.8** Unit acquisition cost; and
  - 36.3.9** Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.
  - 36.3.10** A physical inventory must be taken and the results reconciled with the property records at least once every two (2) years.
  - 36.3.11** A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated. 45 CFR § 75.320(d)(3).
  - 36.3.12** Adequate maintenance procedures must be developed to keep the property in good condition.
  - 36.3.13** If the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.
- 36.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 is part of the cost of carrying out the activities and functions of the grant awards and title (ownership) will vest in the Contractor [for federal funds see 2 CFR § 200.313(a) and 45 CFR § 75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract or identified in the sub-agreements with Subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F.S., rule 60A-1.017, F. A. C., and 2 CFR Part 200 and/or 45 CFR Part 75.



- 36.5** The Contractor shall not dispose of any equipment or materials provided by the Department or purchased with funds provided through this contract without first obtaining the approval of the DOEA Contract Manager. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Department's Contract Manager. The request should include a brief description of the property, purchase price, funding source, and percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition of the property (i.e., transfer or donation to another agency that administers federal programs, offer of the items for sale, destroy the items, etc.).
- 36.6** The DOEA Contract Manager will issue disposition instructions. If disposition instructions are not received within one hundred twenty (120) days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR § 200.313 or 45 CFR § 75.320, as applicable.
- 36.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of the Department. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code (U.S.C.). Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F.S.
- 36.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 36.9** The Contractor must adhere to the Department's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel, and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the Department upon request. The Contractor has the responsibility to require any Subcontractors to comply with the Department's ITR procedures.

**37. PUR 1000 Form:**

The PUR 1000 Form is hereby incorporated by reference and available at:

[http://www.myflorida.com/apps/vbs/adoc/F7740\\_PUR1000.pdf](http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf)

In the event of any conflict between the PUR 1000 Form and any terms or conditions of this contract, the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

**38. Use of State Funds to Purchase or Improve Real Property:**

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

**39. Dispute Resolution:**

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

**40. Financial Consequences:**

If the Contractor fails to meet the minimum level of service or performance identified in this contract, the Department shall impose financial consequences as stated in Attachment I.

**41. No Waiver of Sovereign Immunity:**

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

**42. Venue:**

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

**43. Entire Contract:**

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

**44. Force Majeure:**

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

**45. Severability Clause:**

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

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

The Parties agree that the Department's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

**47. Addition/Deletion:**

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

**48. Waiver:**

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

**49. Compliance:**

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

**50. Final Invoice:**

The Contractor shall submit the final invoice for payment to the Department no later than thirty (30) days after the contract ending date unless otherwise specified in Attachment I. If the Contractor fails to do so, all right to payment is forfeited and the Department shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract shall be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Department.

**51. Renegotiations of Modifications:**

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

**52. Suspension of Work:**

The Department may, in its sole discretion, suspend any or all activities under the contract or purchase order, at any time, when in the interest of the State to do so. The Department shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

**53. Termination:**



**53.1 Termination for Convenience.** The Department, by written notice to the Contractor, may terminate this contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

**53.2 Termination for Cause.** The Department may terminate this contract if the Contractor fails to: (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the contract.

**54. Electronic Records and Signature:**

The Department authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this contract. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, Section 668.50, F.S. All electronic records must be fully auditable; are subject to Florida's Public Records Law, Chapter 119, F.S.; must comply with contract Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by this contract.

**54.1** The Department's authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Department. The Contractor is authorized to conduct electronic transactions with the Department only upon further written consent by the Department.

**54.2** Upon request by the Department, the Contractor shall provide the Department with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Department of any document that was originally in electronic form with an electronic signature must identify the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

**55. Contract Manager:**

The Department may substitute any Department employee to serve as the DOEA Contract Manager.

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

<b>a.</b>	The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road Sunrise, FL 33351
<b>b.</b>	The name of the contact person and street address where financial and administrative records are maintained is:	Mary Mills, Finance Director 5300 Hiatus Road Sunrise, FL 33351
<b>c.</b>	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	Charlotte Mather-Taylor, Executive Director 5300 Hiatus Road Sunrise, FL 33351 954-745-9567
<b>d.</b>	The section and location within the Department where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Florida Department of Elder Affairs Division of Financial Administration 4040 Esplanade Way, Suite 215 Tallahassee, Florida 32399-7000
<b>e.</b>	The name, address, and telephone number of the Contract Manager for this contract is:	Paige Baker, FCCM 4040 Esplanade Way, Suite 350G Tallahassee, Florida 32399-7000 850-414-2390
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party.		

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

This contract and its Attachments I – XVI, including any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either written or verbal, between the Parties.

By signing this contract, the Parties agree that they have read and agree to the entire contract.

**IN WITNESS WHEREOF**, the Parties hereto have caused this ninety-two (92) page contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR: AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.**

SIGNED BY: Pauline Grant  
Pauline Grant (Dec 21, 2020 18:24 EST)

NAME: Pauline Grant

TITLE: President

DATE: Dec 21, 2020

**STATE OF FLORIDA,  
DEPARTMENT OF ELDER AFFAIRS**

SIGNED BY: Richard Prudom  
Richard Prudom (Dec 22, 2020 09:00 EST)

NAME: RICHARD PRUDOM

TITLE: SECRETARY

DATE: Dec 22, 2020

Federal Tax ID: 59-1529419 001

Duns: 039652961

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**ATTACHMENT I**  
**STATEMENT OF WORK**

***I. SERVICES TO BE PROVIDED***

**A. Definitions of Terms**

**1. Contract Acronyms**

Area Agency on Aging (AAA)  
Activities of Daily Living (ADL)  
Administration on Aging (AoA)  
Administration on Community Living (ACL)  
Alliance of Information & Referral Systems (AIRS)  
Assessed Priority Consumer List (APCL)  
Adult Protective Services (APS)  
Client Information and Registration Tracking System (CIRTS)  
Chronic Disease Self-Management Education (CDSME)  
Chronic Disease Self-Management Program (CDSMP)  
Dietary Reference Intake (DRI)  
Evidence-Based Disease Prevention and Health Promotion (EBDPHP)  
Florida Department of Business and Professional Regulations (DBPR)  
Florida Department of Elder Affairs (DOEA or Department)  
Florida Department of Health (DOH)  
Information and Referral (I&R)  
Instrumental Activities of Daily Living (IADL)  
National Council on Aging (NCOA)  
Nutrition Services Incentive Program (NSIP)  
Older Americans Act (OAA)  
Planning and Service Area (PSA)  
State of Florida (State)  
Statewide Medicaid Managed Care Long-Term Care (SMMC LTC)  
United States Department of Agriculture (USDA)  
United States Department of Health and Human Services (USDHHS)

**2. Program Specific Terms**

**Adult Child with a Disability:** A child who is age 18 or older and is financially dependent on an older individual who is a parent of the child and has a disability.

**Area Plan:** A plan developed by the AAA outlining a comprehensive and coordinated service delivery system in its PSA in accordance with Section 306 of the OAA [42 United States Code (U.S.C.) § 3026] and Department instructions.

**Area Plan Update:** A revision to the Area Plan wherein the AAA enters OAA specific data in CIRTS. An update may also include other revisions to the Area Plan as instructed by the Department.

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

**Criteria:** A standard which the AoA/ACL set for the Title IIID Program. AoA/ACL's standard criterion consists of three tiers: Minimal Criteria, Intermediate Criteria, and Highest- Level Criteria.

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

**Frail:** When an older individual is (1) determined to be unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision or (2) unable to perform at least three such activities without such assistance; or, (3) due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

**Grandparent:** A grandparent or step-grandparent of a child, or a relative of a child by blood, marriage or adoption, who: (1) lives with the child, (2) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child, and (3) has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

## **B. General Description**

### **1. General Statement**

The primary purpose of the OAA Program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. These systems assist older individuals to attain and maintain maximum independence with supportive services.

The NSIP provides incentives for the effective delivery of nutritious meals to older individuals. NSIP allows programs to increase the number and/or the quality of meals served. NSIP is a cash allotment or commodity program that supplements funding or food used in meals served under the OAA. Florida has opted for cash payments in lieu of donated foods.

### **2. Authority**

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

- a. Catalog of Federal Domestic Assistance Nos. 93.043, 93.044, 93.045, 93.052, and 93.053;
- b. Older Americans Act of 1965, as amended 2020;
- c. Section 311 of the Older Americans Act of 1965, as amended 2016 (42 U.S.C. § 3030a);
- d. 42 U.S.C. § 303 and § 604;
- e. Rule 58A-1, Florida Administrative Code (F.A.C.);
- f. Section 430.101, Florida Statutes (F.S.); and
- g. DOEA Programs and Services Handbook, which is hereby incorporated by reference, to include any subsequent revisions thereof.

### **3. Scope of Service**

The Contractor is responsible for the programmatic, fiscal, and operational management of the OAA Title IIIB, Title IIIC1, Title IIIC2, Title IIID, and Title IIIE Programs and NSIP, within its designated PSA. The program services shall be provided in a manner consistent with the Contractor's current Area Plan, as updated and hereby incorporated by reference, and the current DOEA Programs and Services Handbook. The Contractor shall use the NSIP funding to supplement funding for food used in meals served by OAA Nutrition Program Providers.

### **4. Major Program Goals**

The major goals of the OAA Program are to improve older individuals' quality of life, preserve their independence, and prevent or delay their need for costlier institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives and effective delivery of nutritious meals that meet the diverse needs of elders and their caregivers.

**C. Clients to be Served****1. General Description**

The OAA Program gives preference to older individuals with greatest economic need and older individuals with greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas),

**2. Client Eligibility****a. OAA Title III**

Consumers shall not be dually enrolled in an OAA Program and a Medicaid capitated Long-Term Care Program, except consumers in need of OAA Legal Assistance services and OAA Congregate Nutrition Services, including transportation to and from congregate meal sites.

**b. NSIP**

Meals served to an elderly individual, funded in whole or in part under the SMMC LTC, Home Care for the Elderly, Community Care for the Elderly Programs, or other means tested programs may not be included in the NSIP count. OAA-funded congregate meals provided to SMMC LTC clients may be included in the NSIP count.

**c. OAA Title IIIB, Supportive Services**

- i. Individuals must be age sixty (60) or older; and
- ii. I&R/Assistance services are provided to individuals regardless of age.

**d. OAA Titles IIIC1 and IIIC2, Nutrition Services, General**

General factors that shall be considered in establishing priority for the receipt of nutrition services include those older persons who:

- i. Cannot afford to eat adequately;
- ii. Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
- iii. Have limited mobility which may impair their capacity to shop and cook for themselves;
- iv. Have a disabling illness or physical condition requiring nutritional support; or
- v. Have been screened at a high nutritional risk.

**e. OAA Title IIIC1, Congregate Nutrition Services**

In addition to meeting the general nutrition services eligibility requirements listed in Section I.C.2.d. above, individuals must be mobile, not homebound, and physically, mentally, and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include the following:

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

**f. OAA Title IIIC2, Home Delivered Nutrition Services**

In addition to meeting the general nutrition services eligibility requirements as listed in Section I.C.2.d., individuals must be homebound and physically, mentally, or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include the following:

- i. Individuals age sixty (60) or older who are homebound because of illness, disability, or isolation;
- ii. The spouse of a homebound eligible individual, regardless of age, if the provision of the collateral meal supports maintaining the person at home;

- iii. Individuals with disabilities, regardless of age, who reside at home with eligible individuals and are dependent on them for care; and
- iv. Persons at nutritional risk who have physical, emotional, or behavioral conditions which would make their presence at congregate nutrition sites inappropriate; and
- v. Persons at nutritional risk who are socially or otherwise isolated and unable to attend a congregate nutrition site.

**g. OAA Title IIID, Disease Prevention and Health Promotion Services**

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

**h. OAA Title IIIE, Caregiver Support Services**

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

- i. Eligible individuals include:
  - (1) Family caregivers of individuals age sixty (60) or older; and
  - (2) Grandparents [age fifty-five (55) or older] or older individuals [age fifty-five (55) or older] who are relative caregivers.
- ii. For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term “frail” as defined above.
- iii. Priority will be given to family caregivers who provide care for individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction and to grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities.

## **II. MANNER OF SERVICE PROVISION**

### **A. Service Tasks**

To achieve the goals of the OAA Program, the Contractor shall ensure performance of the following tasks:

#### **1. Client Eligibility Determination**

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in Section I.C.2.

#### **2. Targeting and Screening New Clients for Service Delivery**

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

#### **3. Program Services**

The Contractor shall ensure the provision of program services is consistent with the Contractor’s current Area Plan, as updated and approved by the Department, and the current DOEA Programs and Services Handbook.

#### **4. Program Eligibility Requirements**

##### **a. Eligibility Criteria**

To be eligible for program participation, an entity must:

- i. Be an agency that has received a grant under OAA Title III [OAA section 311(42 U.S.C. § 3030a)]; and
- ii. Partner with a nutrition service provider that serves meals and is under the jurisdiction, control, management, and audit authority of the AAA and the Department.:

**b. Provider's Nutrition Service Operations**

The Contractor shall ensure that the nutrition service operations of the provider meet the requirements of this contract, as well as any other applicable regulations and policies prescribed by the current DOE A Programs and Services Handbook, USDHHS, USDA, DOH and local health departments, DBPR, or any other agency designated to inspect meal quality for the State.

**c. Prescribed Nutritional Requirements**

The Contractor shall ensure that each meal provided under this contract meets the following criteria:

- i. Complies with the current Dietary Guidelines for Americans, published by the Secretaries of the USDHHS and USDA; and
- ii. Provides a minimum of thirty-three and a third percent (33 1/3%) of the dietary reference intakes/adequate intakes for a female age seventy (70) or older as established by the Food and Nutrition Board of the National Academy of Sciences.

**d. Food Origin and Commodities Requirements**

Consistent with existing requirements of the NSIP, the Contractor and its service providers may use NSIP cash to purchase foods of U.S. origin for their nutrition projects under Title III of the OAA. NSIP funds must be used to expand meal services to older adults.

**B. Use of Subcontractors**

If this contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the Subcontractor. If any circumstance occurs that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or the performance of the Subcontractor, the Contractor shall notify the DOE A Contract Manager and the Department's Chief Financial Officer in writing of such delay. The Contractor shall not permit a Subcontractor to perform services related to this contract without having a binding Subcontractor agreement executed. The Department will not be responsible or liable for any obligations or claims resulting from such action.

**1. Copies of Subcontracts**

The Contractor shall submit copies of all subcontracts to the DOE A Contract Manager within thirty (30) days of execution of each subcontract agreement.

**2. Monitoring the Performance of Subcontractors**

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

- a. The Contractor shall require subcontractors to enter all required data per the Department's CIRT S Policy Guidelines for clients and services into the CIRT S database. The data must be entered into the CIRT S database before the subcontractors submit their Request for Payment and Receipts and Expenditure Reports to the Contractor. The Contractor shall establish time frames to ensure compliance with due dates for the Requests for Payment and Receipts Expenditure Reports to the Department.
- b. The Contractor shall require subcontractors to run monthly CIRT S reports and to verify that the client and service data in the CIRT S database is accurate. This report must be submitted to the Contractor with the monthly Request for Payment and Receipts and Expenditure Report and must be reviewed by the Contractor before the subcontractor's Request for Payment and Receipts and Expenditure Reports can be approved by the Contractor.
- c. The Contractor shall require subcontractors to report on outreach activities at least semi-annually using a uniform reporting format established by the Contractor. Subcontractor reports must include the total number of outreach events or activities performed by the subcontractor as well as the following information for each event or activity: date, location, type of event or activity, total number of participants, individual service needs identified, and referral sources or information provided to participants.



**C. Staffing Requirements****1. Staffing Levels**

The Contractor shall assign its own administrative and support staff as needed to perform the tasks, responsibilities, and duties under this contract and ensure that subcontractors dedicate adequate staff accordingly.

**2. Professional Qualifications**

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

**3. Service Times**

The Contractor shall ensure the availability of services listed in this contract at times appropriate to meet client service needs, including, at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

**D. Deliverables**

The following section provides the specific quantifiable units of deliverables and the source documentation required to evidence the completion of the tasks specified in this contract. The Contractor must submit all required documentation in the time and manner specified for the minimum performance levels to be met. Each deliverable must be accepted in writing by the DOEA Contract Manager based on the requirements for each deliverable before the Contractor submits an invoice requesting payment.

**1. Delivery of Services to Eligible Clients**

The Contractor shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The Contractor shall ensure the performance and reporting of the following types of services, in accordance with the Contractor's current Department-approved Area Plan, the current DOEA Programs and Services Handbook, and Section II.A.

**a. Supportive Services (IIIB Program)**

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

- i. Adult Day Care/Adult Day Health Care;
- ii. Caregiver Training/Support;
- iii. Case Aid/Case Management;
- iv. Chore and Chore (Enhanced);
- v. Companionship;
- vi. Counseling (Gerontological and Mental Health/Screening);
- vii. Education/Training;
- viii. Emergency Alert Response;
- ix. Escort;
- x. Health Support;
- xi. Home Health Aid;
- xii. Homemaker;
- xiii. Housing Improvement;
- xiv. Information;
- xv. Intake;

- xvi. Interpreter/Translating;
- xvii. Legal Assistance;
- xviii. Material Aid;
- xix. Occupational Therapy;
- xx. Outreach;
- xxi. Personal Care;
- xxii. Physical Therapy;
- xxiii. Recreation;
- xxiv. Referral/Assistance;
- xxv. Respite Services (In-Home and Facility Based);
- xxvi. Screening/Assessment;
- xxvii. Shopping Assistance;
- xxviii. Skilled Nursing;
- xxix. Specialized Medical Equipment, Services, and Supplies;
- xxx. Speech Therapy;
- xxxi. Telephone Reassurance; and
- xxxii. Transportation.

**b. Congregate Nutrition Services (IHC1 Program)**

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

- i. Congregate meals;
- ii. Congregate meals screening;
- iii. Nutrition education and nutrition counseling; and
- iv. Outreach.

**c. Home Delivered Nutrition Services (IHC2 Program)**

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

- i. Home delivered meals;
- ii. Nutrition education and counseling;
- iii. Outreach; and
- iv. Screening/Assessment.

**d. Disease Prevention and Health Promotion Services (Title IID Program)**

Evidence-Based Disease Prevention and Health Promotion (EBDPHP) services have been demonstrated through evaluation to be effective for improving health and wellbeing or reducing disease, disability, and/or injury among older adults. The ACL defines EBDPHP services as meeting highest-level criteria. Only services that meet the highest-level criteria are allowable under the IID Program. EBDPHP services must be delivered per the requirements of the program and ensure program fidelity. EBDPHP services include the following:

- i. A Matter of Balance;

- ii. Active Living Every Day;
- iii. Arthritis Foundation Exercise Program;
- iv. Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis);
- v. Arthritis Self-Management Program;
- vi. Brief Intervention & Treatment for Elders (BRITE);
- vii. Chronic Disease Self-Management Program;
- viii. Chronic Pain Self-Management Program;
- ix. Diabetes Empowerment Education Program (DEEP);
- x. Diabetes Self-Management Program;
- xi. Disease Information
- xii. Enhance Fitness;
- xiii. Enhance Wellness;
- xiv. Fit and Strong!;
- xv. Healthy Eating Every Day;
- xvi. Healthy Ideas;
- xvii. Healthy Moves for Aging Well;
- xviii. Home Injury Control;
- xix. HomeMeds;
- xx. Physical Fitness;
- xxi. Powerful Tools for Caregivers;
- xxii. Program to Encourage Active Rewarding Lives for Seniors (PEARLS);
- xxiii. Programa de Manejo Personal de la Artritis;
- xxiv. Programa de Manejo Personal de la Diabetes;
- xxv. Stepping On;
- xxvi. Stay Active and Independent for Life (SAIL);
- xxvii. Tai Chi/Tai Ji Quan Moving for Better Balance (Highest-Level);
- xxviii. Tomando Control de su Salud;
- xxix. Un Asunto de Equilibrio; and
- xxx. Walk with Ease.

**e. Caregiver Support Services (IIIE Program)**

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

- i. Adult Day Care/Adult Day Health Care;
- ii. Caregiver Training/Support;
- iii. Counseling (Gerontological and Mental Health/Screening);
- iv. Education/Training;
- v. Financial Risk Reduction (Assessment and Maintenance);
- vi. Information;
- vii. Intake;

- viii. Outreach;
- ix. Powerful Tools for Caregivers;
- x. Referral/Assistance;
- xi. Respite Services (In-Home and Facility Based);
- xii. Screening/Assessment; and
- xiii. Transportation.

**(1) Caregiver Support Supplemental Services (IHES Program)**

At least ten percent (10%), but no more than twenty percent (20%), of the total Title III E funds shall be used to provide supplemental support services. The following services are provided to complement the care provided by caregivers:

- (a) Chore and Chore (Enhanced);
- (b) Housing Improvement;
- (c) Legal Assistance;
- (d) Material Aid; and
- (e) Specialized Medical Equipment, Services and Supplies.

**(2) Caregiver Support Grandparent Services (IHEG Program)**

At least five percent (5%), but no more than ten percent (10%), of the total Title III E funds shall be used to provide support services to grandparents and older individuals who are relative caregivers. Services for grandparents or older individuals who are relative caregivers that are designed to help them meet their caregiving obligations include the following:

- (a) Caregiver Training/Support;
- (b) Child Day Care;
- (c) Counseling (Gerontological and Mental Health/Screening);
- (d) Education/Training;
- (e) Legal Assistance;
- (f) Outreach;
- (g) Referral/Assistance;
- (h) Screening/Assessment;
- (i) Sitter; and
- (j) Transportation.

**f. Information and Referral/Assistance Services (Elder Helplines)**

The Contractor shall ensure, through training and periodic quality assurance, that Elder Helpline Information and Referral/Assistance Services adhere to the Department's Summary of Standards for Professional Information & Referral, provided as Attachment I. The Department's standards are based on the current AIRS standards. The standards have been amended by the Department to address the unique needs of the Elder Helpline Information and Referral system.

## **2. Provision of Services**

The Contractor shall ensure the provision of the services described in this contract are in accordance with the current DOE Programs and Services Handbook, the Contractor's current Department-approved Area Plan, and the tasks described in Section II.A.

## **3. Administrative Responsibilities**

The Contractor shall provide management and oversight of OAA Program operations in accordance with the current DOE Programs and Services Handbook and the Contractor's current Department-approved Area Plan. Management and oversight of OAA Program Operations include the following:

- a. Develop an Area Plan and updating it annually, at a minimum, as directed by the Department.
- b. Establish written policies, procedures, criteria, and standards for purchasing and procurement of goods and services on an open and competitive basis.
- c. Review routine and special reports submitted by subcontractors and vendors.
- d. Provide technical assistance to subcontractors and vendors to ensure provision of quality services.
- e. Monitor and evaluate subcontractors and vendors for fiscal, administrative, and programmatic compliance.
- f. Appropriately and timely submit payments to subcontractors.
- g. Establish procedures for handling recipient complaints and grievances concerning such adverse actions as service termination, suspension, or reduction.

### **i. Complaint Procedures**

The Contractor shall develop and implement complaint procedures and ensure that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, and all other issues except the termination, suspension, or reduction of services, which shall be addressed through the grievance process as described in Appendix D of the DOE Programs and Services Handbook. Complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature, and disposition of each complaint.

### **ii. Legal Provider Grievance Procedures**

The Contractor shall ensure that legal providers have an internal grievance procedure that addresses both denial of service and complaints by clients about manner or quality of legal assistance. Grievance procedures that comport with the requirements of the Legal Services Corporation as provided in 45 Code of Federal Regulation (CFR) Part 1621 are sufficient to meet this standard. At a minimum, the procedure must provide applicants with:

- (1) Adequate notice of the grievance procedures;
- (2) Information on how to file a grievance or complaint, and
- (3) Prompt consideration of each complaint by the Executive Director or the Executive Director's designee.

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

- h. Ensure compliance with CIRTIS regulations.
- i. Monitor performance objective achievements per targets set by the Department.
- j. Conduct annual client satisfaction surveys to evaluate and improve service delivery.

## **E. Reports**

The Contractor shall respond to additional, routine, or special requests for information and reports required by the Department in a timely manner as determined by the DOEA Contract Manager. The Contractor shall establish reporting deadlines and due dates for subcontractors that permit the Contractor to review and validate the data and meet the Department's reporting requirements.

### **1. OAA Annual Volunteer Activity Report**

The Contractor shall submit an OAA Annual Volunteer Activity Report electronically, at the following internet address: <http://elderaffairs.state.fl.us/doea/volunteers.php>, per the report specifications provided in Attachment XVI. The Annual Volunteer Activity Report must be completed and submitted to the Department by January 15, 2021.

### **2. CIRT Reports**

- a. Contractor shall input OAA-specific and NSIP-specific data into CIRT. To ensure CIRT data accuracy, the Contractor shall use CIRT-generated reports which include the following:

- i. Client Reports;
- ii. Monitoring Reports;
- iii. Services Reports;
- iv. Miscellaneous Reports;
- v. Fiscal Reports; and
- vi. Outcome Measurement Reports.

- b. **CIRT Data Entries for Subcontractors**

The Contractor must require subcontractors to enter all required data for clients and services in the CIRT database per the DOEA Programs and Services Handbook and the CIRT User Manual – Aging Provider Network users (located in Documents on the CIRT Enterprise Application Services). Subcontractors must enter this data into the CIRT database prior to submitting their Requests for Payment and Receipts and Expenditure Reports to the Contractor. The Contractor shall establish deadlines for completing CIRT data entry to ensure compliance with due dates for the Requests for Payment and Receipts and Expenditure Reports that Contractor must submit to the Department.

- c. **Subcontractors' Monthly CIRT Reports**

The Contractor must require subcontractors to run monthly CIRT reports and verify that client and service data in the CIRT database is accurate. This report must be submitted to the Contractor with the monthly Request for Payment and Receipts and Expenditure Reports and must be reviewed by the Contractor before the subcontractor's Request for Payment and Receipts and Expenditure Reports can be approved by the Contractor.

- d. **Quarterly Mental Distress Reports**

The Contractor must run at a minimum quarterly CIRT Mental Distress Reports and provide follow-up contacts to all active clients (other than clients who are active in SMMC LTC) identified with new (from their most recent assessment) and persistent (from their two most recent) mental distress. Follow-up information must be submitted in CIRT and will be reviewed by the Department's Contract Manager on a quarterly basis. Follow-ups shall include wellness checks (either over the phone or in person), address the client's needs for mental health counseling or support, care through a medical professional, referrals to aging network services, referrals to community resources, etc.

### **3. Area Plan Update and All Revisions Thereto**

The Contractor shall submit, for approval by the Department, an Area Plan Update, wherein the Contractor enters OAA-specific data in CIRT, as required by the Department and federal funding source.

#### 4. Annual Service Cost Reports

The Contractor shall require subcontractors to submit Annual Service Cost Reports which reflect actual costs of providing each service by program. The Contractor shall submit to the Department's Contract Manager an Annual Service Cost Report by February 20, 2022.

#### 5. Surplus/Deficit Report

The Contractor shall submit a Consolidated Surplus/Deficit Report, in a format provided by the Department, to the DOE Contract Manager by the 25th of each month. This Consolidated Surplus/Deficit Report is for all agreements and/or contracts between the Contractor and the Department and must include the following:

- a. A list of all subcontractors and their status regarding surplus/deficit;
- b. The Contractor's detailed plan on how the surplus/deficit spending which exceeds the threshold specified by the Department will be resolved;
- c. Recommendations to transfer funds to resolve surplus/deficit spending;
- d. Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;
- e. Number of clients currently on APCL that receive a priority ranking score of four (4) or five (5); and
- f. Number of clients currently on the APCL designated as Imminent Risk.

#### 6. Elder Helpline Reports

The Elder Helpline shall provide Quarterly I&R Activity Reports to the Department. These reports must include the data elements identified in Attachment I, Standard 14: Data Analysis and Reporting and shall be submitted in accordance with Attachment X, Exhibit 1.

#### 7. OAA National Aging Program Information System (NAPIS) Report

Data required for the OAA NAPIS Report that is not recorded in CIRT will be provided to the DOE Contract Manager in the format and on the date established by the Department.

#### 8. Health and Wellness Reports

The Contractor shall submit Monthly Programmatic Reports for EBDPHP services on the dates specified in Attachment X, Exhibit 2. The DOE Contract Manager will provide Contractor with an Excel report template with entry tabs for: Health and Wellness Courses/Services offered including Attestations (cumulative), Partnerships (updated as needed), and Success Stories (reported at least once each May).

- a. Information provided in the Monthly Programmatic Report must match CIRT data and the Request for Payment.
- b. The Contractor shall review program documentation to ensure documentation is complete and adequately supports the information reported on the Monthly Programmatic Report prior to submitting a Request for Payment. The Contractor will attest to the review in the "Comments" section of the Monthly Programmatic Report and provide relevant information regarding the documentation as needed.
- c. Program documentation shall include all the following elements: Sign-In Sheets or Attendance Logs; flyers or documentation demonstrating efforts to recruit participants and promote EBDPHP services provided; current facilitator certificates; copy of program license (if applicable); and any forms required by the specific program.
- d. Contractor shall ensure that Sign-In Sheets or Attendance Logs accurately reflect dates, times, names of programs, participant names, and name(s) of program facilitator(s). If the Attendance Log does not include a space for participant signatures, a Sign-In Sheet with signatures and dates must accompany it. Exceptions may be approved by the DOE Contract Manager. Requests must be made to the Department in writing and kept with program documentation.
- e. Participants **must** sign their name on program Sign-in Sheets or Attendance Logs. If a participant is unable to sign their name, the instructor may sign by proxy for the participant (including their own initials and date) with a note on the Sign-In Sheet explaining the need for the proxy.
- f. The Contractor shall abide by all program fidelity requirements and annually observe delivery of EBDPHP services. A note will be included in the Monthly Programmatic Report, in the comments section, when a

program has been observed. Documentation pertaining to the observation will be kept and provided to the Department upon request.

- g. CDSME Workshop data must be entered into the CDSME Database.
- h. The Contractor shall contact the DOEA Contract Manager in the event of an emergency or an exigent circumstance where the provider is unable to maintain an aspect of fidelity of the EBDPHP services (e.g., minimum or maximum number of participants) before the end of the workshop. At the discretion of the DOEA Contract Manager, the service may be reimbursed under this contract; however, if the fidelity infraction is discovered after the program has finished, during the Request for Payment Process, or as a result of a desk review, the Contractor shall not be reimbursed for the workshop or shall reimburse the Department for the cost of the workshop.
- i. The Contractor shall collaborate and partner with organizations to extend the reach of EBDPHP services. Partnerships and collaborations may be developed with DOH, the Florida Department of Children and Families, USDA's Nutrition Program, insurance companies, Centers for Disease Control and Prevention, Area Health Education Centers, local health councils, public and private universities, federally qualified health clinics, county health departments, and Florida's Age-Friendly Communities. Partnerships shall be designed to stimulate innovation of new approaches and activities in EBDPHP services, develop greater capacity, and leverage other funding sources. Partnerships shall also address building and sustaining an infrastructure for the dissemination of EBDPHP services. This includes, but is not limited to, recruitment of trainers and participants, covering costs for licenses, and replicating program fidelity.
- j. The Contractor shall document, and provide to the Department upon request, evidence of partnerships created formally (through Memoranda of Agreement/Understanding) or informally. The Contractor will be required to keep track of partnerships in the Monthly Programmatic Report. Each month the Contractor shall review this information and provide updates to the Department as necessary.

## **9. Program Highlight Narratives**

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

## **10. Congregate Meal Site and Food Service Vendor Verification Report**

The Contractor shall conduct monthly reviews of the PSA's congregate meal site information to verify the accuracy of the information on file. Congregate meal site information includes, but may not be limited to, the address of the meal site, meal service time, name of caterer/vendor, and days of meal service. Any changes to congregate meal site information must be submitted to the DOEA Contract Manager using the Department's current Meal Site Change Form. Any changes to this information that the Contractor is made aware of prior to the Contractor's monthly report submission shall be communicated to the DOEA Contract Manager within 48 hours of the change (or in advance as appropriate). A comprehensive annual verification is due by June 1st of each year.

## **F. Records and Documentation**

- 1. The Contractor agrees to make available to Department staff and any party designated by the Department all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any system designated by the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards. Data must be usable and must be maintained in a format that is readable to the Department.



## **2. CIRTS Data and Maintenance**

The Contractor shall ensure monthly collection and maintenance of client and service information in CIRTS or any other system designated by the Department. Maintenance includes ensuring that all data is accurate and current and performing valid exports and backups of all data and systems according to Department standards.

## **3. Policies and Procedures for Records and Documentation**

The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors. These policies and procedures shall be made available to the Department upon request.

## **4. CIRTS Address Validation**

The Contractor shall work with the Department to ensure that client addresses are correct in CIRTS for disaster preparedness efforts. At least annually, and more frequently as needed, the Department will provide direction on how to validate CIRTS addresses to ensure they can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for working with the local service providers to correct addresses and send a list to the Department with confirmed addresses. The Department will use this information to update maps, client rosters, and unmatched addresses and disseminate this information to the local service providers.

# **G. Performance Specifications**

## **1. Outcomes and Outputs (Performance Measures)**

At a minimum, the Contractor shall:

- a. Ensure the provision of the services described in this contract are in accordance with the DOEA Programs and Services Handbook, the Contractor's current Department-approved Area Plan, and Section II.A.
- b. Timely and accurately submit to the Department all documentation and reports described in Attachment I, Section II.E.
- c. Timely and accurately, per Attachment X, submit to the Department Attachments XI and XII, Exhibits 1–7.
- d. Develop and document strategies in the Area Plan to support the Department's standard of performance achievement, including increases in the following:
  - i. Percentage of most frail elders who remain at home or in the community instead of going into a nursing home;
  - ii. Percentage of APS referrals who need immediate services to prevent further harm who are served within seventy-two (72) hours;
  - iii. Percentage of active clients eating two or more meals per day;
  - iv. Percentage of new service recipients whose ADL assessment score has been maintained or improved;
  - v. Percentage of new service recipients whose IADL assessment score has been maintained or improved;
  - vi. Percentage of caregivers who, after service intervention, self-report being very confident about their ability to continue to provide care; and
  - vii. Percentage of customers who are at imminent risk of nursing home placement who are served with community-based services.

2. The Contractor's performance of the measures in G.1, above, will be reviewed and documented in the Department's Annual Programmatic Monitoring Reports.

## **3. Monitoring and Evaluation Methodology**

The Department will review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor via telephone, in writing, or an on-site visit. The primary, secondary, or signatory of the contract must be available for any on-site programmatic monitoring visit. The Department reserves the right to conduct an on-site visit unannounced by persons duly

authorized by the Department. The Department's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Department in monitoring the progress of completion of the service tasks and deliverables. The Department may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled, and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor's reports;
- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and
- j. Other procedures as deemed necessary by the Department.

#### **4. Performance Definitions**

"Work day" shall mean a provider's staff member's eight (8) hour work period, unless specifically noted otherwise. "Day" shall mean a calendar day, unless specifically noted otherwise.

### **H. Contractor Responsibilities**

#### **1. Contractor Unique Activities**

All tasks listed above in Section II. are solely and exclusively the responsibility of the Contractor and are tasks for which, by execution of this contract, the Contractor agrees to be held accountable.

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

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

### **I. Departmental Responsibilities**

#### **1. Department Obligations**

The Department may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this contract. The Department's support and assistance, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.

#### **2. Department Determinations**

The Department reserves the exclusive right to make certain determinations in the tasks performed by the Contractor and the approaches used by the Contractor to perform those tasks. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

## **III. METHOD OF PAYMENT**

### **A. Payment Method Used**

The method of payment for this contract is a combination of Fixed-Fee/Unit Rate, Cost Reimbursement, and Advance Payments subject to the availability of funds and Contractor performance. The Department will pay the Contractor upon satisfactory completion of the Tasks/Deliverables, as specified in Section II.D., and in accordance with all other terms and conditions of this contract.

**B. Unit of Service****1. Fixed Fee/Unit Rate**

Contractor must meet the minimum level of performance stated in the contract to receive payment. Payments for Fixed Fee/Unit Rates shall not exceed amounts established in Attachment XV.

**2. Fixed Rates for NSIP Program**

Payments for NSIP Fixed rate shall not exceed the unit rate of service identified below:

Service to be Provided	Unit of Service	Unit Rate
Eligible Congregate and Home Delivered Meals	1 unit = 1 meal	\$.72

**3. Cost Reimbursement**

Payment shall only be authorized for allowable expenditures, per the limits specified in the Budget Summary (Attachment IX). All cost reimbursement Requests for Payment must include the actual Receipts and Expenditure Reports, beginning with the first month of the contract. The Contractor must meet the minimum level of performance stated in the contract to receive payment.

The Contractor agrees to distribute funds as detailed in the Area Plan Update and the Budget Summary (Attachment IX). Any change in the total amounts of the funds identified on the Budget Summary form requires a contract amendment.

**C. Advance Payments**

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administration, outreach, and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department by the State of Florida (budget release). The Contractor's requests for advance payments require the written approval of the Department's Contract Manager. For the first month's advance request, the Contractor shall provide the Department's Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. If sufficient budget is available, and the Department's Contract Manager, in his or her sole discretion, has determined that there is a justified need for an advance, the Department will issue approved advance payments after January 1st of the contract year. Advance payments will not be issued for NSIP.

1. Any advance payments the Contractor requests for subcontractors must be distributed within seven (7) days of receipt of payment from the Department. The Contractor shall submit to the Department documentation to support full distribution of advanced funds with Request for Payment, report number 5, due to the Department on April 15, 2021, in accordance with Invoice Schedule (Attachment X).
2. All advance payments retained by the Contractor must be fully expended no later than March 31, 2021. Any portion of advanced payments not expended must be recouped on the Request for Payment, report number 5, due to the Department on April 15, 2021, in accordance with the Invoice Schedule (Attachment X).
3. Advance recoupment shall start with the third monthly Request for Payment submission, in accordance with the Invoice Schedule (Attachment X). The amount of recoupment shall be equally divided between the remaining number of Requests for Payment invoices due for the contract year. All advances should be recorded in Part C,1 of the report (attachment XI), and shall be fully recouped by the end of the contract year or when funds are fully expended, whichever is first.
4. Interest earned on advances must be identified separately by source of funds (state or federal). Contractors shall maintain advanced payments of federal funds in FDIC interest bearing accounts unless an exception is made in accordance with 45 CFR § 75.305. Earned interest must be returned to the Department at the end of each quarter of the contract period.

**D. Invoice Instructions**

Payment shall be made upon the Contractor's presentation of an invoice subsequent to the acceptance by the Department of the deliverables shown on the invoice. The form and substance of each invoice submitted by the Contractor shall be as follows:

1. The invoice shall include a "Remit to" address that corresponds exactly to the remittance address identified in the MyFloridaMarketPlace (MFMP) registration.
2. The monthly invoice shall include the units of services established in the Contractor's Department-approved Area Plan, per the requirements in the DOEA Programs and Services Handbook, at the rates established in Attachment XV, Service Rate Report. Documentation of service delivery shall include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit, with calculations that equal the total invoice amount. Reimbursement amounts for administrative costs shall be reflected on the Cost Reimbursement Summary form (Attachment XIV) and include only items contained on the Contractor's Department-approved budget. Any change to the Contractor's Department-approved budget after the execution of this contract shall require approval from the DOEA Contract Manager prior to being made. Any change to the total contract amount requires a contract amendment.
3. The Contractor shall consolidate requests for payment from subcontractors and receipts and expenditure reports that support the requests for payment and shall submit to the Department Requests for Payment (Attachment XI), Receipt and Expenditure Reports (Attachment XII), and Cost Reimbursement Summaries (Attachment XIV).
4. The Contractor shall include with the Fixed Fee/Unit Rate portion of its invoice the units of services provided based on rates established in Attachment XV, number of clients, and the rates for the services provided per the requirements described in the deliverables and service tasks. The Contractor shall clearly state the provider name, the report month, and the invoice number on the invoice.
5. All Requests for Payment shall be based on the submission of actual monthly Receipts and Expenditure Reports beginning with the first month of the contract. The schedule for submission of advanced payment requests (when available) and invoices can be found in the Invoice Schedule (Attachment X).
6. The Certified Minority Business Subcontractor Expenditures Report (Attachment VIII) is considered a deliverable and must be completed in its entirety and submitted with each invoice.
7. Final contract invoices must be submitted to the Department no later than February 15, 2022.

**E. Payment Withholding**

Any payment due by the Department under the terms of this contract may be withheld pending receipt and approval by the Department of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved.

**F. Corrective Action Plan**

1. Contractor shall ensure 100% of the deliverables identified in Section II.D. are performed pursuant to contract requirements.
2. If at any time the Contractor is notified by the DOEA Contract Manager that it has failed to correctly, completely, or adequately perform contract deliverables identified in Section II.D., the Contractor will have ten (10) days to submit a Corrective Action Plan (CAP) to the DOEA Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the DOEA Contract Manager. The Department shall assess a financial consequence for non-compliance on the Contractor as referenced in Section III.G. for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Department will also assess a financial consequence for failure to timely submit a CAP to the Department.
3. If the Contractor fails to correct an identified deficiency within the Department-approved period specified in the CAP, the Department shall deduct the percentage established in Section III.G. from the payment for the invoice of the following month.
4. If the Contractor fails to timely submit a CAP to the Department, the Department shall deduct the percentage established in Section III.G. for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

**G. Financial Consequences**

The Department will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Department according to the requirements referenced in Section II.D. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in Section II.D.:

1. Delivery of services to eligible clients as referenced in Section II.A.3. and Section II.D.1. of this contract – Failure to comply with established assessment and prioritization criteria, as evidenced by CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Department's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Department-approved CAP.
2. Services and units of services as referenced in Section II.D.2. of this contract – Failure to provide services in accordance with the current DOEA Programs and Services Handbook, the service tasks described in Section II.A., and Attachment XV, or failure to submit required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Department's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Department-approved CAP.
3. Administrative duties as referenced in Section II.D.3. of this contract – Failure to perform management and oversight of program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Department's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Department approved CAP.
4. Timely submission of a CAP – Failure to timely submit a CAP within ten (10) business days after notification of a deficiency by the DOEA Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin with the subsequent invoice received from the Contractor and shall be prorated for each day the CAP was late following the due date specified by the Department and shall remain in effect until the contractor complies with the submission requirement.
5. Exceptions may be granted solely, in writing, by the DOEA Contract Manager.

**IV. SPECIAL PROVISIONS****A. Final Budget and Funding Revision Requests**

Final requests for budget revisions or adjustments to contract funds based on expenditures for provided services must be submitted to the DOEA Contract Manager in writing no later than December 31, 2021; email requests are considered acceptable.

**B. Contractor's Financial Obligations****1. Matching, Level of Effort, and Earmarking Requirements**

The Contractor shall match at least twenty-five percent (25%) of the federal administrative funds received. The Contractor's match will be made in the form of cash, general revenue administrative funds, and/or in-kind resources. The Contractor will assure, through a provision in subcontracts, a match requirement of at least ten percent (10%) of the cost for services funded through this contract, except for services provided pursuant to OAA Title IIID. The subcontractor's match will be made in the form of cash and/or in-kind resources. The Contractor shall report match funds by title each month. At the end of the contract period, the Contractor must properly match OAA funds that require a match.

**2. Consumer Contributions**

Consumer contributions are to be used under the following terms:

- a. The Contractor assures compliance with Section 315 of the OAA, as amended in 2016, regarding consumer contributions;
- b. Voluntary contributions are not to be used for cost sharing or matching;
- c. Voluntary contributions are to be used only to expand services; and
- d. Accumulated voluntary contributions are to be used prior to requesting federal reimbursement.

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

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

### **4. Title III Funds**

The Contractor assures compliance with Section 306 of the OAA, as amended in 2016, and will not use funds received under Title III to pay any part of a cost (including an administrative cost) incurred by the Contractor to maintain a contractual or commercial relationship that is not carried out to implement Title III.

### **5. Carry Forward Funds**

Carry forward funds must be identified on Attachment XIII, Computation of Carry Forward and Over-Advance OAA Title III, and submitted with the Closeout Report due to the Department no later than March 1, 2022. Requests for carry forward funds must be justified by the Contractor and approved by the Department. All OAA carry forward funds must be budgeted in the same title as originally awarded.

## **C. Remedies for Nonconforming Services**

1. The Contractor shall ensure that all goods and/or services provided under this contract are delivered timely, completely, and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. The Contractor's signature on the Request for Payment Form certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Department requires immediate notice of any significant and/or systemic infractions that compromise the quality, security, or continuity of services to clients.

## **D. Incident Reporting**

The Contractor shall notify the Department immediately but no later than forty-eight (48) hours from the Contractor's awareness or discovery of changes that may materially affect the Contractor or any subcontractor's ability to perform the services required to be performed under this contract. Such notice shall be made orally to the DOEA Contract Manager (by telephone) with an email to immediately follow, including the Contractor's plan for provision of services required by contract. This plan must detail the Contractor's anticipated plan for ensuring a continuity in services for each client impacted by and for the duration of the incident. Following submission of the plan, the Contractor is expected to provide the Department updates in a frequency determined by the Department as appropriate until the incident is resolved.

## **E. Volunteers**

The Contractor shall ensure the use of trained volunteers in providing direct care services delivered to older individuals and those individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service).

## **F. Enforcement**

1. In accordance with Section 430.04, F.S., the Department shall rescind designation of an area agency on aging or take intermediate measures against the Contractor, including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by the Department, placement on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S., if the Department finds that any of the following have occurred:

- a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program.
  - b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.
  - c. The Contractor has committed multiple or repeated violations of legal and regulatory requirements or Department standards.
  - d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency.
  - e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this contract with the Department or has exceeded its authority or otherwise failed to adhere to the provisions specifically provided by statute or rule adopted by the Department.
  - f. The Contractor has failed to properly determine client eligibility as defined by the Department or efficiently manage program budgets.
  - g. The Contractor has failed to implement and maintain a Department-approved client grievance resolution procedure.
2. In making any determination under this provision the Department may rely upon findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of contract are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Leon County, Florida. In the event the Department initiates action to rescind an area agency on aging designation, the Department shall follow the procedures set forth in 42 U.S.C. §3025(b).

#### **G. Investigation of Criminal Allegations**

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency must be sent to the Department. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Inspector General at the Department immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Department's Inspector General with a summary of the investigation and allegations.

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**ATTACHMENT I – EXHIBIT 1**  
**SUMMARY OF STANDARDS FOR PROFESSIONAL INFORMATION & REFERRAL**  
**OLDER AMERICANS ACT PROGRAM**

The Department of Elder Affairs has adopted the following requirements based on the “Standards for Professional Information and Referral” developed by the Alliance of Information & Referral Systems (AIRS) to address the unique needs of the Elder Helpline (Helpline) Information and Referral (I&R) system.

**SERVICE DELIVERY**

The Service Delivery standards describe essential functions for providing information and referral services to optimize access to accurate, comprehensive, and unbiased information provided in a confidential and nonjudgmental manner.

- 1) The Helpline hours of operation shall be appropriate to address community needs. At a minimum, the Helpline must maintain business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for state and national holiday observances. If there is a planned office closure during normal business hours, the Helpline manager must notify Department staff via email at least twenty-four (24) hours before the office closure.
  - a) If I&R services are not available twenty-four (24) hours a day, an answering system must be in place that identifies the agency, provides hours of operation, gives the caller the option to leave a message, and gives the number of an organization that will offer service in an emergency (e.g., directing callers to dial 9-1-1 if it is an emergency). Messages shall be responded to within the next business day.
  - b) If the Helpline has arrangements with another agency to provide after-hours or twenty-four (24)-hour coverage, the arrangement must be documented in a formal memorandum of agreement/understanding (MOA/MOU).
- 2) During hours of operation, the Helpline shall provide timely access to an I&R specialist. Recorded messages on the Helpline’s voicemail system must be responded to within the next business day, when possible. Exceptions will be during periods when the Helpline is experiencing higher than normal call volume (i.e., SHINE annual enrollment period, public awareness campaigns or disaster/weather-related events).
  - a) The Helpline must provide an option for the caller to leave a message at any time when a call is holding inqueue.
  - b) The Helpline shall have a method of tracking call volume, including timeliness of response, and call abandonment.
  - c) A record of the messages to the Helpline’s voicemail system must be maintained and shall include the date the call was received and the telephone number of the caller.
- 3) The Helpline shall ensure I&R services are provided by trained I&R specialists. At a minimum, an I&R specialist must have a high school diploma or GED and three years of experience in I&R services, case management, call center services, or related social services work experience.
- 4) The Helpline shall ensure I&R specialists:
  - a) Have the skills to meet the needs of people who are angry and hostile, manipulative, call frequently with the same problem, or are otherwise difficult to serve; and
  - b) Have the skills to meet the needs of older adults, adults with disabilities, and other special populations.
- 5) The Helpline shall have a policy to ensure the privacy, confidentiality, and security of Helpline inquirers’ personal information and comply with all applicable state and federal law to ensure the protection of inquirer records, including the Health Insurance Portability and Accountability Act (HIPAA). Staff with access to confidential information shall have a signed agreement form on file that documents compliance with the confidentiality requirements of this paragraph. The identity of inquirers, their requests, and the information given to staff may be communicated to others if:
  - a) The release of such information is required by law or court order (e.g. reporting abuse);
  - b) Careful consideration by I&R specialists of the information provided by the inquirer indicates the presence or risk of serious harm to the inquirer or another person, and the communication is limited to those persons who must be informed to reduce the risk of harm; or
  - c) The inquirer has authorized another person or agency to receive the information. The inquirer specifies what information may be given and to whom.
- 6) The Helpline shall have a policy to resolve complaints from inquirers and community service agencies, including those related to potential breaches of privacy and confidentiality.



- 7) The Helpline shall provide barrier-free access to its services to individuals and groups who have special needs (e.g. applicable technology or communication methods for people with hearing or speech impairments, language translation for inquirers with limited English proficiency, and Americans with Disability compliance access for individuals with physical disabilities if the Helpline assists inquirers at its facility). Helpline staff assisting inquirers with limited English proficiency via the language interpreter service shall document the activity in the ReferNET I&R system and submit a report of the Language Line activity to the Department by the 10<sup>th</sup> of each month.
- 8) The Helpline shall make every effort to ensure that its telephone service is accessible from all telecommunication devices within its coverage area (e.g. wireless and competitive local exchange carriers).
- 9) The Helpline shall ensure that I&R staffing is structured to meet the needs of callers and that the optimum number of staff is available at the times most inquiries occur.
- 10) The Helpline shall utilize technology that improves access to service and enhances its ability to serve inquirers efficiently and effectively while preserving the level and quality of its core services. The main role of technology is to enhance or strengthen person-to-person contact, not to reduce or discourage such contact or make it more difficult. “Technology” includes telephone systems, telephony, telecommunications, e-mail, online chat, I&R software packages, electronic directories, and self-service mechanisms such as automated attendants/interactive voice response systems, fax-on-demand, video relay services, community kiosks, and searchable I&R databases on the internet.
  - a) If the Helpline service uses telephone technology which allows for the collection of inquirers’ personal identifying information without his or her explicit permission, it shall develop policies and procedures that protect the inquirer’s right to privacy and anonymity while preserving the I&R specialist’s ability to provide for the individual’s safety should personal identification become necessary.
  - b) If the Helpline provides resource information through an automated attendant (a menu-driven telephone system), it shall develop procedures to encourage inquirers to transfer to a live specialist if consultation or guidance is required. Inquirers shall be able to make the transfer without having to make another telephone call.
  - c) When the Helpline provides multi-channel access services simultaneously (e.g. in-person, telephone, email, live chat, SMS/text, or social media, etc.), it shall ensure I&R specialists divide their attention across all such services, as appropriate to the situation, without compromising customer service or timeliness of responses.

### **Standard 1: Information Provision**

Information provision involves one-to-one interaction between an I&R specialist and an inquirer, wherein the I&R specialist provides current and pertinent information to the inquirer in response to a direct request for such information. Information can range from a limited response (such as an organization’s name, telephone number, and address) to a detailed description of community service system (such as explaining how intake works and required documentation agency), to help inquirers make an informed choice. Active listening is necessary to establish positive contact with the inquirer, understand context, and provide an appropriate response.

- 1) The Helpline shall ensure through training, monitoring, and coaching that I&R specialists:
  - a) Identify themselves and the Helpline according to agency guidelines;
  - b) Establish rapport with the inquirer and use active listening skills and empathy to discern the presenting problem;
  - c) Respond to each inquirer in a professional, nonjudgmental, culturally appropriate, and timely manner;
  - d) Use clear, jargon-free language and an appropriate tone of voice and inflection to convey empathy and engagement with the inquirer’s situation.
  - e) Make an accurate assessment of the inquirer’s problems and needs, asking relevant questions to discover the information necessary for an accurate referral;
  - f) Confirm whether there are specific preferences or requirements such as language needs, evening or weekend hours, proximity to public transportation, or disability access;
  - g) Clarify and confirm the inquirer’s needs using techniques such as paraphrasing before providing referrals/resources;
  - h) If demographic information is being collected that is not directly relevant for an “information only” contact, but is required by contract or to enhance community reports, provide an explanation to the inquirer about why the information is needed. The primary goal of data collection is to garner enough information about inquirers to help them address or resolve their problems;

- i) Effectively utilize the resource information system to identify resources to meet the inquirer's needs;
  - j) When possible and practical, provide at least three referrals to give the inquirer a choice;
  - k) Encourage inquirers to call back if the information proves incorrect, inappropriate, or insufficient to link them with needed service(s); and
  - l) Accurately record what occurred during the inquiry, the call/contact type, and the problems and needs that were addressed.
- 2) The Helpline shall ensure that an appropriate number of I&R specialist are scheduled to meet the needs of callers, i.e. that the optimum number of staff are available at the times most inquiries occur. A minimum of 2.5 I&R staff members shall be scheduled to work at all times.
  - 3) The Helpline shall ensure that every call, including information only calls, is documented at the end of the call in the ReferNET system.

### **Standard 2: Referral/Assistance/Client Advocacy**

The Helpline shall offer referral/assistance, or client advocacy when necessary, to ensure individuals receive the benefits and services for which they are eligible. The provision of referral/assistance services involves one-to-one interaction between an I&R specialist and an inquirer, wherein the I&R specialist determines the needs of the inquirer, identifies appropriate resources, makes referrals to organizations capable of meeting the inquirer's needs, and provides enough information about each organization to help inquirers make an informed choice about the service and resources most appropriate to meet the consumer's need. In situations where resources are unavailable, the I&R specialist shall assist the inquirer in problem-solving to identify alternative strategies and manage expectations. When necessary, the I&R specialist will actively participate in linking the inquirer to needed services.

Client advocacy seeks to meet the inquirer's needs without attempting to change social situations, and for purposes of these standards, does not include system advocacy or legislative advocacy (lobbying). All advocacy efforts are consistent with written policies established by the Area Agency on Aging (AAA) and proceed only with the permission of the inquirer.

- 1) Intervention, when necessary, on behalf of individuals to help them obtain needed services. When warranted, the I&R service makes one or more additional calls or takes other actions on the inquirer's behalf and uses an appropriate agency mechanism to ensure inquirers get the information and/or help they need. When warranted and with the inquirer's permission, the I&R specialist shall make direct contact with an agency and communicate on behalf of the inquirer through three-way calling, notify the agency of the inquirer's forthcoming contact, or schedule an appointment with the agency for the inquirer.
- 2) The Helpline refers individuals to an organization that specializes in providing advocacy when the level of advocacy required by the inquirer exceeds the limits of the Helpline's advocacy policy or an effective use of its own resources.
- 3) Accurate recording of what occurred during the inquiry as well as the problems and needs that were addressed in ReferNET for use in reports.
- 4) Follow-up to determine the outcome of the referral/assistance is conducted within 14 business days for each referral when assistance and/or advocacy is provided and is conducted with the referred person and/or the resource. The referral cannot be counted as a unit of service until follow-up is complete.

### **Standard 3: Crisis Intervention**

The Helpline shall be prepared to assess and meet the immediate, short-term needs of inquirers who are experiencing a crisis and contact the Helpline for assistance. Helpline services shall include assistance for individuals threatening to commit suicide, homicide or assault, suicide survivors, victims of domestic abuse or other forms of violence, elder/dependent adult abuse/neglect, sexual assault survivors, individuals experiencing a psychiatric emergency; individuals with substance use disorder(s) who are in crisis; survivors of a traumatic experience; and individuals experiencing others in distress.

- 1) The Helpline shall have written crisis intervention policies and procedures that provide protocols for handling specific types of emergencies. Included shall be lethality assessment procedures, protective measures relating to inquiries from individuals in endangerment situations, and protocols that address inquirers who wish to remain anonymous yet require direct intervention.
- 2) If the Helpline does not provide formal crisis intervention service, the Helpline shall have a prearranged agreement and documented protocol with an appropriate crisis center that provides formal crisis intervention service.
- 3) The Helpline shall ensure through training, monitoring, and coaching that I&R specialists have the skills to recognize

when an inquirer is experiencing a crisis, determine whether the individual is in immediate danger, and ensure the individual is safe before continuing with the assessment. In assault and sexual assault cases, for example, the I&R specialist ensures that the assailant has left the vicinity and determines whether the individual needs emergency medical treatment. In domestic violence situations, the I&R specialist ensures that the abusive person is not present and threatening the inquirer. The I&R specialist shall follow the Helpline's protocol to determine when to access 911 or other emergency services.

- 4) The Helpline shall ensure through training, monitoring, and coaching that I&R specialists have the intervention skills to:
  - a) De-escalate and stabilize the individual and help him/her remain calm;
  - b) Help the inquirer talk about and work through his/her feelings as part of the assessment and problem-solving stages of the interview; and
  - c) Keep the inquirer on the telephone pending referral or rescue.
- 5) The Helpline shall have a protocol for debriefing I&R specialists following a crisis call.
- 6) The Helpline shall ensure through training, monitoring and coaching that I&R specialists have the skills to recognize warning signs for individuals at imminent risk of suicide, violence, or victimization (including signs of abuse/neglect, domestic violence, and risk of committing homicide or self-harm), whether the risk issues are explicitly stated or implicit, and to recognize when an inquirer needs immediate intervention (e.g. when a person is in medical crisis due to alcohol or drug intoxication, has taken steps to end his or her life, is a victim of recent violence, or is experiencing a psychiatric emergency). When warranted, Helpline staff shall follow the Helpline's rescue protocol for accessing 911 or other emergency personnel to request intervention. In these circumstances, inquirer safety overrides confidentiality concerns.
- 7) In cases of suspected elder abuse, the Helpline shall ensure mandatory reporting of elder abuse to Adult Protective Services.
- 8) In situations involving suicide or homicide, the Helpline shall ensure that I&R specialists understand the circumstances under which a lethality assessment (an evaluation based on research of how dangerous a situation is, which addresses issues such as the person's intention, method, timing and state of mind) is required and conducts an appropriate assessment when necessary. Lethality risk assessments shall be recorded in writing and shall include a description of specific actions taken in response to the situation.
- 9) In cases of domestic violence and other endangerment situations, the Helpline shall ensure that I&R specialists take special precautions to safeguard the inquirer's identity and all aspects of their interaction.
- 10) The Helpline shall use a variety of means to connect callers with rescue services, including Caller ID or a call tracing arrangement with the telephone company or the appropriate 911 service. At a minimum, the Helpline shall maintain a separate telephone or a separate external telephone line that is available for initiating rescue procedures without interrupting the crisis call. I&R specialists shall follow the agency's I&R service protocol for addressing callers who wish to remain anonymous yet require rescue.
- 11) The Helpline shall ensure, when feasible, that I&R specialists connect inquirers in crisis situations to a formal crisis intervention service in the community for assistance and support once the inquirer's immediate, short-term needs have been met. The connection shall be made by direct transfer, when possible, and the I&R specialist shall follow the protocol established by the Helpline's prearranged agreement with the crisis center.
- 12) The Helpline shall record acts of crisis intervention and its outcomes for use in reports.

#### **Standard 4: Follow-Up**

Follow-up with inquirers who are at risk and/vulnerable in situations where the specialist believes the inquirers do not have the necessary capacity to follow through and resolve their problems. Additional assistance in locating or accessing services may be necessary. Follow-up is required for each referral when assistance and/or advocacy is provided and must be completed within 14 business days unless a crisis suggests a more immediate follow-up.

- 1) The primary purpose of the follow-up is to successfully contact inquirers to find out if their needs were met and if not, why. Examples of situations in which follow-up should normally occur include:
  - a) Vulnerable households that are without heat during winter.
  - b) Older adults having trouble expressing their needs.

- c) Older adults with disabilities who have received an eviction order.
  - d) Older adults with no health insurance who need health care.
  - e) Individuals needing emergency shelter.
- 2) The Helpline shall ensure follow-up with inquirers who are at risk or vulnerable and in situations where the I&R specialist believes the inquirer lacks the capacity to follow through to resolve the problem; If the inquirer cannot be contacted, the Helpline shall ensure follow-up with the organization to which a referral was made to determine if the individual's need was addressed. Unsuccessful attempts to contact the inquirer shall not conclude the follow-up process and shall not be counted as a completed referral.
  - 3) If the inquirer has not received services or the need has not been met, the I&R specialist shall determine whether there is a continued need and make additional referrals as appropriate. The I&R specialist shall also determine whether the inquirer has additional new needs and makes appropriate referrals prior to completing the contact.
  - 4) The I&R specialist shall document the follow-up results (whether service was received or there was an unmet need) in ReferNET for use in reports. Information gathered during the follow-up process shall be used to evaluate the effectiveness of existing community service providers and to identify gaps in community services.

#### **Standard 5: Independent Access to Resource Information**

The Helpline shall provide community resource information in a variety of ways to facilitate independent access for the public and other human services professionals. Independent access extends the choice of preferred channels for inquirers and complements the alternative of mediated access through an I&R specialist.

- 1) The Helpline shall expand access options for the public by making all or a portion of its resource database available on the Internet at no cost.

The elements that increase the effectiveness of a publicly accessible resource database include:

- a) An easy-to-remember URL;
  - b) A prominently displayed search button;
  - c) A search page that is clean, well-organized, and easy to navigate;
  - d) A keyword search window, placed below or to the side of the guided search, that employs search logic which produces an inclusive search results list with no false drops;
  - e) Keyword searches that include partial and full-word matching. Entered text must appear at the beginning of words for the term to be retrieved. For example, a search on “aging” would ignore words like “managing”;
  - f) The ability to search agency, site, program, and AKA names;
  - g) The ability to filter results by geographic location/area served; and
  - h) A cleanly designed search results list that includes the data elements that are most important in providing inquirers with the details they need to make informed choices about their options.
- 2) If the Helpline provides a mechanism for independent public access to community resource information, the Helpline shall ensure that it includes information about how to connect with an I&R specialist if consultation and guidance are required (for example, the ability to press “0” at any time when listening to a recorded message or to engage in instant messaging (IM) or chat when searching for resources on a website).

#### **Standard 6: Service Delivery Data Collection, Analysis and Reporting**

Service delivery generates valuable information about the problems/needs of a community and the availability of resources to meet those needs. The Helpline shall collect, analyze, and report insightful data concerning inquirers and their needs in ways that are useful to the Helpline and its community partners. The Helpline shall use a secure, confidential system for collecting and organizing inquirer data that provides a basis for describing requests for service and unmet needs, identifying service gaps, and informing decisions about the scope of the resource database. Inquirer data includes information gathered during follow-up and customer satisfaction/quality assurance calls as well as data acquired during the original contact. The dynamics of the I&R process also reveal information relating to the internal patterns of service provision and illustrate opportunities to enhance both the quality and the productivity of each I&R service.

- 1) Data collected for I&R service analysis and reporting purposes are based on I&R agency policies and local, state, and/or national requirements.

- 2) The Helpline shall ensure that inquirer data is made available in aggregate form to protect the confidentiality of individual inquirers.
- 3) The Helpline shall maintain documentation on inquiries as required by the agency's policies, including a defined set of inquirer data elements to be used for reporting purposes, recognizing that inquirers have the right to withhold information.
- 4) The Helpline shall ensure that inquirer data collection and reporting activities facilitate the analyses needed to support:
  - a) The human service needs of inquirers;
  - b) Community needs assessments;
  - c) Community planning;
  - d) Allocation of funding; and
  - e) Research.
- 5) The Helpline shall ensure that the data collected provides enough information about inquirer needs to identify the following:
  - a) Service requests;
  - b) Met and unmet needs (gathered through the original contact, follow-up, and customer satisfaction/quality assurance surveys);
  - c) Trends in community service provision and/or gaps in service;
  - d) Demographic data; and
  - e) Profiles of inquirers served (aggregate data only).
- 6) The data collected for reporting purposes shall include:
  - a) The total number of incoming contacts/inquiries by phone (incoming calls) recorded by the phone system and answered by the I&R specialist, including transaction calls (calls in which problems or needs are addressed and for each problem/need, the type of service provided by the I&R specialist (information only, referral, referral-advocacy, referral-crisis, and crisis intervention services); or non-transaction calls (calls answered by the I&R specialist that are hang-ups, wrong numbers, incoming administrative or personal calls, or other calls in which there is no productive conversation between the I&R specialist and the inquirer and no assistance is provided).
  - b) The total number of I&R contacts/inquiries from calls and other sources recorded in the I&R system in which inquirer problems or needs are addressed. Other sources include the following:
    - i) Transaction calls;
    - ii) Face-to-face contacts (walk-ins or I&R interactions in other settings such as community facilities);
    - iii) Email contacts;
    - iv) Voicemail contact responses;
    - v) Instant message (IM) contacts;
    - vi) Text/SMS messaging contacts;
    - vii) Online chat contacts;
    - viii) Video relay/chat contacts; and
    - ix) Regular mail contacts.
  - c) The total number and types of problems/needs presented by inquirers. Some organizations also distinguish the number of individuals represented within each inquiry and the problems/needs presented by each.
  - d) The geographic and demographic profiles of inquirers (i.e., who is calling and where they are calling from).
  - e) The organizations discussed during the inquiry or to which referrals were made.
- 7) The Helpline may also collect information about other types of I&R activities, in addition to I&R inquiries, but those figures will not be added to the contact/inquiry total. Included are:

- a) Website visitor activity (e.g., total visits, unique visitors, individual page visits, searches conducted);
  - b) People accessing recorded information;
  - c) Social media postings;
  - d) Outreach presentations;
  - e) Brochures and/or other publications distributed;
  - f) Outgoing advocacy calls;
  - g) Outgoing customer satisfaction/quality assurance calls;
  - h) Outgoing follow-up calls;
  - i) Outgoing calls to verify resource information; and
  - j) Community problems/needs reporting.
- 8) The Helpline quarterly report shall include the following:
- a) Total number of inquiries;
  - b) Total number and types of problems/needs presented by inquirers;
  - c) The number of inquiries by contact type including:
    - i) Information only;
    - ii) Referral;
    - iii) Referral-Advocacy; and
    - iv) Referral-Crisis.
  - d) Inquiries are recorded as:
    - i) Met needs; or
    - ii) Unmet needs. A pattern of individual unmet needs may lead to identification of service gaps at the service delivery system level.
- 9) The Helpline may also report, as necessary, on key performance indicators derived from its quality assurance and related activities such as average times of transactions, results of internal and independent call monitoring processes, average answering times, unmet demand (such as abandoned calls), complaints and commendations, as well as case stories that illustrate recent examples of situations and outcomes secured by the I&R service.

## **RESOURCE DATABASE**

The Resource Database standards require that the Helpline develop, maintain, use, and disseminate an accurate up-to-date online resource database that contains information about available community resources including details about the services provided and the conditions under which they are available.

### **Standard 7: Inclusion/Exclusion Criteria**

The inclusion or exclusion criteria provides the parameters for human services agencies and programs in the resource database. The criteria are uniformly applied and available so that staff and the public are aware of the scope and limitations of the database.

The Helpline shall have a document that describes the inclusion/exclusion criteria for the contents of the resource database. The criteria are uniformly applied and available so that staff and the public are aware of the scope and limitations of the database.

The inclusion/exclusion criteria shall be consistent with and support the ability of the I&R service to maintain the resource database per the quality requirements of the AIRS standards.

The Helpline shall not charge a fee for the inclusion of any organization in its published resource database.

- 1) The inclusion/exclusion document includes an appeal process for organizations seeking clarification on either the document itself or the application of the criteria.
- 2) The Helpline shall ensure the inclusion/exclusion criteria is reviewed and updated, at a minimum, every three years to ensure that it continues to meet the changing needs of the community.

**Standard 8: Data Elements**

The resource database contains data elements that provide information about organizations that meet criteria for inclusion, the services provided by each organization, and the locations (sites) where those services are available. Each record shall contain all required data elements, where applicable.

- 1) **Mandatory and Recommended Data Elements:** The chart below lists data elements for the Agency/Main Site portion of an organizational record, Location/Branch data elements, where additional sites exist, and the programs and services provided by the organization. The Mandatory or Recommended status of each data element is also indicated. Note that “Mandatory” means that a data element will be entered if that information is available (for example, if documentation is needed to apply for a service, then that information must be added. If no documentation is required, then the field can be left empty). “X” is a designation for “non-applicable.”

AIRS Data Elements	AIRS Data Record Category		
	Agency	Site	Service/Program
Name	Mandatory	Mandatory	Mandatory
AKA (Also Known As) Name(s)	Mandatory	Mandatory	Mandatory
Legal Status	Mandatory	X	X
Federal Employer Identification Number (EIN/FEIN)	Recommended	X	X
IRS Status	Recommended	X	X
Street/Physical Address(es)	X	Mandatory	X
Mailing Address(es)	X	Mandatory	X
Phone Number(s) and Types	Mandatory	Mandatory	Mandatory
Website URL(s) including Social Media	Recommended	Recommended	Recommended
Email Address(es)	Recommended	Recommended	Recommended
Name and Title of Director/Manager	Recommended	Recommended	Recommended
Description	Mandatory	Mandatory	Mandatory
Days/Hours of Operation	Mandatory	Recommended	Mandatory
Access for People with Disabilities	X	Recommended	X
Travel Information	X	Recommended	X
Eligibility	X	X	Mandatory
Geographic Area Served	X	X	Recommended
Languages Available	X	X	Recommended
Documents Required	X	X	Recommended
Application/Intake Process	X	X	Recommended
Fees/Payment Options	X	X	Mandatory
Taxonomy Term(s) for Services/Targets	X	X	Mandatory

- 2) **Database Record Administration Data Elements:** Data elements that relate to the database record itself and are purely administrative in nature are included in a separate table. Most are automatically assigned by the system, not maintained

by resource specialists, and not shown when records are published. The exception is the date of last formal verification which many Helplines choose to include.

AIRS Data Elements: Record Administration	
Unique ID Number	Mandatory
Record Ownership Code	Mandatory
Date of Last Formal Verification	Mandatory
Contact for Formal Verification	Recommended
Date of Last Interim Change	Mandatory
Contact of Last Change	Recommended
Resource Specialist for Last Change	Mandatory
Record Status (Active/Inactive)	Mandatory

### **Standard 9: Classification System (Taxonomy)**

The I&R service uses the AIRS/211 LA County Taxonomy of Human Services to index and facilitate retrieval of resource information, increase the reliability of planning data, make evaluation processes consistent and reliable, and facilitate state and national aggregations and comparisons data. Additional classification structures such as keywords, if used, are connected to the Taxonomy rather than functioning as independent indexing systems.

The Helpline shall ensure it has a current Taxonomy license.

### **Standard 10: Content Management and Indexing**

The Helpline shall ensure through training, database management procedures, and supervision that a resource specialist organizes information about human services organizations into database records that accurately and concisely reflect the agency, its location and its services/programs; index the services provided by each organization using the AIRS/211 LA County Taxonomy of Human Services in accordance with recognized and consistently applied practices; and assign other search keys in a way that accurately reflects the conditions under which services are available.

- 1) The Helpline shall ensure use of I&R software that supports the AIRS Resource Database standards as follows:
  - a) Information in the resource database is accessible in ways that support the I&R process; and
  - b) The software module used by I&R specialists allows for search and retrieval by:
    - i) Organization, service site, and program name and related AKAs;
    - ii) Type of services provided (using Taxonomy terms including use references and see also references);
    - iii) Target population served, where applicable (using Taxonomy target terms); and
    - iv) Area served.
- 2) The Helpline shall ensure through training, database audits, and coaching that resource specialists understand the human service delivery system including the sectors it comprises; the differences between the public and private sectors; how government, nonprofit, and for-profit organizations are organized and funded; the major types of service providers in their community; the broad range of programs and services they provide; and how these organizations and the sectors they represent relate to one another and the people they serve.
- 3) The Helpline shall ensure documented procedures are in place for identifying new resources, acquiring information about them and, upon inclusion in the database, verification by the organization.
  - a) To collect information/data elements uniformly across organizations, the Helpline shall develop and use a standardized profile (“survey”) for new organizations to be included in the resource database.



- 4) The Helpline shall ensure documented procedures are in place for gathering and integrating interim information changes (i.e. changes that occur between the annual updates).
- 5) Organizations that do not respond after multiple attempts but cannot be deleted because they offer critical services, shall be updated via alternative methods (phone, website, or site visits). However, documentation on how the update was obtained and the reason for the decision not to delete the record are required. If updated by telephone, the name of the person who confirmed the information and the date shall be recorded. If updated through a website, information that the update was verified via the Internet and the date shall be included as documentation. If updated by site visit, the names of the people visited, and the date shall be recorded. Once the I&R service is satisfied that it has obtained the best information possible and has documented how and when the update was performed as well as the reason for the decision not to delete the record, it is permissible to mark the agency as having received its annual review.
- 6) The Helpline shall ensure the update form, or the accompanying cover letter, has a statement that the Helpline reserves the right to edit information for brevity, clarity, and content, and to publish the information in a variety of media, subject to confidentiality issues.

#### **Standard 11: Database Search Methods**

The quality assurance review process ensures that information in the resource database is accurate and complete.

- 1) The Helpline shall have a documented process for verifying information in the resource database either annually or on a continuing basis throughout the year that involves multiple attempts to achieve a 100% verification rate within a 12-month cycle. Information that cannot be verified may be considered for removal for the database.
- 2) The Helpline shall be able to generate a report that lists resource records according to the date of last formal update to identify records that are out of compliance. The report shall be run at least quarterly. If more than 50% of records are out of date, the Helpline shall create a plan to bring the database up to date.
- 3) The Helpline shall ensure the resource department provides feedback to other I&R staff regarding important changes that have been made in the database as a result of information I&R specialists have supplied.

#### **Standard 12: Resource Database Data Collection, Analysis and Reporting**

The creation and maintenance of I&R resource databases generates valuable information about the services and programs available within a community. The I&R service collects, analyzes, and reports insightful information regarding the types of services available, the organizations that provide them, and the areas in which services are available (and unavailable) in ways that are useful to themselves and community partners. An analysis of the resource database maintenance process also reveals information that can enhance both the quality and productivity of each I&R service (for example, by identifying issues for staff training).

The Helpline's resource database is the prime source of information about the programs and services available to the community served by the Helpline.

#### **Standard 13: Cooperative Relationships within the I&R System**

In communities that have comprehensive and specialized I&R providers, the Helpline shall develop cooperative and respectful relationships to build a coordinated I&R system which ensures broad access to I&R services, maximizes the utilization of existing I&R resources, avoids duplication of effort and encourages seamless access to community resource information.

- 1) It is recommended that the Helpline participates in ongoing cooperative program planning and development activities that take into consideration community needs, existing resources, and the activities of other I&R services.
- 2) The Helpline shall work cooperatively with other community I&R providers to identify changing community needs and to respond to those needs in a timely and appropriate fashion. Regular cooperation ensures that there is an immediate and effective response to the following:
  - a) Sudden changes in community conditions (e.g. community wide disaster) that may require special outreach efforts or other forms of collaborative response;
  - b) Changes in legislation; and
  - c) New information related to the area served that needs to be incorporated.

#### **Standard 14: Cooperative Relationships with Service Providers**

The Helpline shall develop cooperative working relationships with local human services providers (e.g. food pantries and local homeless shelters) and larger service systems to build an integrated service delivery system that provides broad access to community services, maximizes the use of existing resources, and facilitates the ability of people who need services to easily find the most appropriate provider. I&R services with broader geographic reach (e.g. statewide, province-wide, regional, or national level programs) shall strive to develop similar working relationships within the area they serve.

The Helpline shall work cooperatively with service providers to address issues that have a critical impact on the community such as disaster relief and recovery, homelessness, health care service delivery, and one-stop collocated human services.

**DISASTER PREPAREDNESS:** The Helpline shall assess its role in meeting the needs of the community during times of disaster, which may vary depending on the population served. The role the Helpline plays in disaster situations may vary by the phase of the disaster (i.e., preparedness, response, relief, and recovery). The Helpline shall provide information and referrals for inquirers who are experiencing a crisis due to a disaster of natural or human origin. Preparation includes development of an emergency operations and business contingency plan that enables the Helpline to continue providing services if its own facility is damaged or destroyed; and to support its ability to effectively accumulate, validate, and disseminate accurate disaster related information, the Helpline shall provide information and referral assistance for individuals impacted by a disaster, and provide community reports regarding inquirer needs and referrals.

#### **Standard 15: Emergency Operations and Business Contingency Plan**

- 1) The Helpline shall have a written disaster plan that specifically addresses incidents common to the area and prepares for emergencies in general. The plan shall have two components:
  - a) An emergency operations component that defines what constitutes a disaster as well as the organization's disaster response expectations, both internally and from the perspective of external stakeholders, and describes the steps the organization must take to meet the needs of the community in the aftermath of an event; and
  - b) A Continuity of Operations Plan (COOP) component that references emergency preparedness and mitigation activities, such as structural alterations and changes in business operations, and delineates the steps to be taken before, during, and after an emergency to prevent or minimize interruptions in business operations and ensure long-term recovery.
- 2) The Helpline shall have written policies and procedures to ensure that the organization's mission-essential functions are continued if the area in which the program is located is threatened and incapacitated and relocation of these functions is required. Included are policies and procedures that related to Personnel coordination including:
  - a) Designation of key staff;
  - b) Delegations of authority;
  - c) Order of succession;
  - d) Notification of personnel during duty and non-duty hours;
  - e) Designation of mission-essential functions;
  - f) Designation of alternative facilities;
  - g) Continuity of communications among staff before, during, and after a disaster;
  - h) Securing access to vital records and databases; and
  - i) Plans for reconstitution and termination of emergency measures.
- 3) The Helpline shall have written procedures that address specific types of emergencies including power outages, fires, medical emergencies, bomb threats, radiological threats, workplace violence, and other incidents that may require different forms of response (e.g. duck, cover, and hold during an earthquake or sheltering in place during a radiological emergency). Procedures for contacting emergency personnel shall be included.
- 4) The Helpline shall have written procedures for emergency evacuation of the facility following a disaster that impacts the immediate area surrounding the facility and potentially threatens staff safety. Procedures shall include special arrangements for helping staff or visitors with a disability leave the building.
- 5) The Helpline shall have written procedures for maintaining service delivery (e.g. answering inquiries and continuing to update community resources) during and after an emergency, including relocation or alternative modes of service delivery. If the I&R service plans to relocate in the event of loss of facilities, alternative sites will be identified.

- 6) The Helpline shall maintain critical contact and infrastructure information (e.g. telephone service provider and building management information).

#### **Standard 16: Relationships with Emergency and Relief Operations**

The Helpline shall participate in ongoing cooperative disaster response planning in the community and establish relationships, as necessary, to become recognized as an integral part of the community's emergency preparedness and response network.

- 1) The Helpline shall ensure understanding of the command and control structure within its jurisdiction (i.e. the responsibilities and authority of officials at city, county, state/provincial, and federal levels) and its role and that of other organizations in the response, relief, and recovery phases of a disaster.
- 2) The Helpline shall ensure active participation in community meetings that address plans for disaster preparedness, mitigation, response, relief, and recovery.

#### **Standard 17: Disaster Resources**

The Helpline shall develop, maintain, and/or use an accurate, up-to-date computerized resource database containing information about available community resources that provide services in times of disaster. Database records shall include descriptions of the services organizations provide and the conditions under which services are available and shall be indexed and accessed using the Disaster Services section of the AIRS/211 LA County Taxonomy of Human Services.

- 1) The Helpline shall ensure the resource database includes information about permanent local, state, and federal disaster-related resources.
- 2) The Helpline shall ensure the addition of information in the resource database about organizations that have no formal role in emergency response but emerge in the context of particular disaster, specific relief and recovery services that come to life in response to the specific needs of the community, and specific services offered by organizations with a permanent record in the database (such as Red Cross Service Centers, special needs shelters, etc.).
- 3) The Helpline shall update the disaster resources annually, immediately prior to an anticipated disaster and throughout the response, relief, and recovery periods.
- 4) The Helpline shall have an alternative means for allowing staff to access disaster resources if computerized access is unavailable.
- 5) The Helpline shall verify all information before sharing it with others during a disaster. A streamlined verification process must provide a sufficient level of data validation to ensure accuracy.

#### **Standard 18: Disaster-Related I&R Service Delivery**

The Helpline shall provide information and referral services to the community during (when appropriate) and following a disaster or other emergency. This service shall include assessing the needs of the inquirer, evaluating appropriate resources, indicating organizations capable of meeting those needs, and helping inquirers for whom services are unavailable by locating alternative resources and actively participating in linking inquirers to needed services or volunteer opportunities.

- 1) The Helpline shall ensure adequate staff to meet potential increases in inquirer contacts and needs.
- 2) The Helpline shall have in place mutual assistance agreements with other I&R services that include provisions for relocation of staff and/or redirection of calls.
- 3) The Helpline shall have a written protocol for staff who are assigned to provide information and referral at local assistance centers (LACs) or other off-site locations.
- 4) The Helpline shall ensure I&R specialists have the skills to respond effectively to people in crisis, work cooperatively with other organizations, remain flexible in a rapidly changing environment, are willing to work under adverse conditions (e.g. long hours or uncomfortable surroundings), are aware of their own stress level and coping mechanisms, respond appropriately in face-to-face communications, and work within boundaries of their I&R role.
- 5) The Helpline shall ensure I&R specialists are knowledgeable about the government emergency response service delivery system, the types of services people typically need before, during, and following a disaster, the organizations that generally provide such services, the types of organizations that may be closed or otherwise unable to deliver services due to an emergency (e.g. government offices and courts), atypical services people may need to access (e.g. open hardware stores and functioning ATM machines), and the structure and contents of the disaster database and/or other approved sources of disaster-related information.

**Standard 19: Disaster-Related Data Collection/Reports**

The Helpline shall track inquirer requests for service and referrals, collect demographic information from inquirers, and produce reports regarding requests for disaster-related services and referral activity.

- 1) The Helpline shall collect and organize inquirer data that facilitates appropriate referrals and provides a basis for describing requests for disaster-related services and identifying gaps and overlaps in service.
- 2) Following all emergencies that necessitate implementation of the provisions of the Disaster Preparedness standards, the Helpline shall produce an after-action report that documents the special activities of the agency with a focus on what worked well and what needs to be improved through revisions of the agency's disaster plan and/or additional training or staff.

**Standard 20: Disaster-Related Technology Requirements**

The Helpline shall have technology in place that facilitates the ability of the organization to maintain service delivery during times of disaster or a localized emergency. Recommendations for continued operations include an emergency generator, back-up systems for telephones, or an alternate phone number in a different location for staff to access the agency, in case of an emergency that makes the regular phone lines inaccessible.

- 1) The Helpline shall ensure regular and emergency methods of electronic communication (via email, instant messaging, text/SMS messaging, satellite phones or mobile devices) between staff and management for use internally, for after-hours contacts, and when necessary for pre-and post-disaster events.
- 2) The Helpline shall establish relationships with its telephone service provider, Internet Service Provider (ISP), website hosting vendor, and I&R software vendor to ensure that the organization is given high priority for continued service in times of disaster.
- 3) The Helpline I&R service shall have the ability to reroute calls to another location if its own business site is not accessible.

**Standard 21: Disaster Training and Exercise**

The Helpline shall train staff on emergency operations and business expectations upon hiring and provide ongoing training at least annually. It is recommended that the Helpline actively participate in community disaster exercises to test the Helpline's emergency operations plan.

The Helpline shall provide general training for staff that addresses the specific types of disasters common to the area, the Helpline's role and mission in times of disaster, the phases of disaster, federal, state/provincial, and local response plans and resources, and other topics that will help prepare staff for an emergency and ensure that they understand their Helpline's commitments.

**ORGANIZATIONAL EFFECTIVENESS**

The Organizational Effectiveness standards describe the governance and operational structure the Helpline needs to fulfill its mission, including development of policies and procedures.

**Standard 22: Governance and Oversight**

The Helpline shall operate under the auspices of the AAA, which is governed by representatives of the diverse interest of the community.

- 1) The governing body shall oversee implementation of program goals and objectives to ensure quality of service and sustainability of the AAA and the Helpline. The governing body (Board of Directors), at a minimum, shall:
  - a) Ensure that the Helpline has an adequate number of staff and a program manager who is accountable for the operation of the Helpline;
  - b) Assist in procuring financial and technical assistance to sustain the I&R service;
  - c) Adopt an annual budget, maintain financial records, and provide for an annual audit by an independent certified public accountant;
  - d) Promote the Helpline system throughout the community ensuring appropriate publicity, public relations, and outreach.

- 2) The Helpline shall formally adopt, date, and regularly review written policies that clearly articulate the general principles by which the Helpline is managed. The Helpline shall ensure that organizational policies are available to all employees and that they include employee and hiring policies and procedures.
- 3) The Helpline shall have a formal process for registering and resolving complaints from inquirers, staff members, and the community, and shall provide protections for whistleblowers.
- 4) The AAA and Helpline shall have a Code of Ethics that establishes fundamental values and professional standards of conduct for staff in their relationships with their colleagues, their employers, the people they serve, the human service professionals with whom they interact, and the community.
- 5) The AAA and Helpline shall have a statement approved by the organization's governing body prohibiting discrimination in all its forms and documenting its intention to comply with all laws, orders, and regulations addressing this issue.
- 6) The Helpline shall provide accessible space and equipment sufficient to ensure confidential interviewing in order for staff to effectively perform their duties.

### **Standard 23: Technology**

The Helpline shall use technology that improves access to information and enhances its ability to serve inquirers efficiently and effectively. The main role of technology is to enhance and strengthen information sharing while accommodating people's communication preferences. Technology includes telephone systems, telecommunications, computer systems and applications, assistive technology for people with disabilities, and searchable I&R databases on the Internet.

- 1) The Helpline shall ensure that individuals with disabilities seeking information or services have access to its searchable I&R database that is comparable to that provided to persons without disabilities. The Helpline shall also ensure that employees with disabilities and the public have access to I&R software with reasonable accommodations including features such as speech to text, text to speech, captioning, audio description, and other types of assistive technology.
- 2) The Helpline shall have policies and procedures that protect the inquirer's right to privacy and anonymity while preserving the I&R specialist's ability to provide for the individual's safety should personal identification become necessary.
- 3) The Helpline shall ensure that the I&R service has access to professional technical expertise to appropriately maintain all technology and that provisions are in place to ensure a priority response to any breakdowns in key infrastructure.

### **Standard 24: Personnel Administration**

The Helpline shall have in place a framework and mechanisms for program and personnel management that provide for the continuity and consistency required for effective service delivery.

- 1) The Helpline shall recruit and hire staff who are competent, ethical, qualified, sufficient in number to implement service policies, and reflect the community they serve.
- 2) The Helpline shall have up-to-date job descriptions for all employees and volunteers outlining responsibilities, essential job functions, and lines of accountability. The job descriptions must be dated within the last three years.
- 3) The Helpline shall provide ongoing supervision and annual evaluation of employees and volunteers by qualified I&R managers, using standardized observation and performance appraisal forms. Performance problems shall be identified, documented, and addressed in an individual performance improvement plan. Staff evaluations shall address specific responsibilities and job functions outlined in individual job descriptions. Quality indicators for the Helpline may include the following:
  - a) Call Monitoring/Remote Listening: Live or recorded calls that are randomly selected for review and feedback on a regular basis.
  - b) Secret Shopper Calls: Sometimes known as mystery calls, these are calls conducted by staff or a designated third party without the knowledge of the I&R specialist handling the call. They allow for the "real feeling" of a typical call (including the voice messaging in queue) to be experienced in the same way as a typical client. The results of these calls can be scored in the same manner as other monitored interactions.
  - c) Mentoring/Coaching: The use of individual sessions, team discussions, role playing, and other techniques to mentor and coach I&R specialist to ensure quality service delivery.
  - d) Call Management System Reports, Measures and Metrics: The call management component of the telephone system produces weekly and monthly reports that provide data on the following items which may be analyzed to assess individual staff and Helpline efficiency and productivity:

- i) Calls received;
  - ii) Calls answered;
  - iii) Calls refused; and
  - iv) Average call handling time.
- e) Case Examples: Examples of calls submitted monthly by an I&R specialist that illustrate their call handling techniques. A case example is a written, detailed analysis of how an information and referral calls was handled. The components of a case example include the following:
- i) Demographic Information (non-identifying name of I&R specialist, date of call, language of call, subject, line of service (e.g. 211, victim support line).
  - ii) Presenting situation/problem.
  - iii) Assessment.
  - iv) Actions/referrals provided.
  - v) Follow-up/advocacy if appropriate.
- f) Complaints and commendations an I&R specialist has received.
- 4) If the Helpline permit staff to work off-site, the Helpline must ensure the security and confidentiality of inquirer data and ensure the availability of technology to support the ability of staff to do all or part of their work off-site. For the most part, this innovation provides flexibility and responsiveness to the needs of individual staff. However, in the case of I&R specialists who may be directly serving the public from an off-site location, procedures must be in place to ensure compliance with all service delivery standards regardless of where an I&R inquiry is handled. To ensure that the public experiences no discernible difference in the quality of service, special requirements for off-site I&R service delivery shall be in place, including provisions for I&R specialists to:
- a) Make three-way calls to connect the inquirer to external services including language translation services;
  - b) Contact emergency services while maintaining a connection with the inquirer;
  - c) Work in a distraction-free environment;
  - d) Access supervisory assistance, when required, and for supervisors to exercise quality assurance measures; and
  - e) Access personnel policies and training opportunities that reflect off-site circumstances.
- 5) The Helpline shall track employee turnover or attrition and have a process for identifying when the turnover percentage impacts service quality.

#### **Standard 25: Staff Training**

The Helpline shall maintain a training policy and make training available to employees and volunteers.

- 1) The Helpline shall provide training for employees and volunteers based on pre-determined training goals with curriculum objectives defining behavioral outcomes for each module.
- 2) The Helpline shall provide an orientation for new employees and volunteers that addresses the role, mission, and function of the I&R service; the role of the governing body; federal, state, and local laws affecting service delivery (e.g., abuse reporting); and the structure, policies, and procedures of the AAA.
- 3) The Helpline shall ensure that training for I&R specialists includes:
  - a) Pre-service training appropriate to the knowledge and skills of new staff to ensure that they meet organizational expectations;
  - b) On-the-job training that involves increasing levels of responsibility in handling inquiries; and
  - c) In-service training that focuses on refining and updating the staff's knowledge about the aging network, state and federally funded programs, and skills and work-related attitudes and behaviors.
- 4) The Helpline shall ensure training for resource staff includes an overview of the local community service delivery system, inclusion/exclusion criteria for the resource database, data elements, taxonomy indexing, database maintenance procedures, use of the I&R service's software, development and distribution of database products and, when appropriate, training in the I&R service's area of specialization (e.g. disability issues or aging issues).

- 5) The Helpline shall ensure that the content of the staff training program is consistent with the ABC's of I&R published by AIRS or the Department of Elder Affairs Information and Referral/Assistance training module.
- 6) The Helpline shall systematically evaluate the effectiveness of its training program and the performance of its trainers and modify the training based on evaluation results.
- 7) It is recommended that I&R specialists and resource specialists seek professional certification through recognized programs at the state/provincial, regional, or national level.

#### **Standard 26: Promotion and Outreach**

The Helpline shall establish and maintain a program that increases public awareness of I&R services, its objectives, and its value to the community. At least two outreach projects targeting low-income older individuals, including low-income minority, older individuals with limited English proficiency, and older individuals residing in rural areas, must be completed annually.

- 1) The Helpline shall have an outreach plan that employs a systematic methodology for publicizing the organization's services to its targeted population and to other community resources (e.g. other agencies, faith-based organizations, law enforcement, and schools). The I&R service may publicize its services using a variety of methods, including social media, which are tailored to meet the needs of diverse populations and may include:
  - a) Personal contact;
  - b) Speaking engagements;
  - c) Community meetings;
  - d) Feature articles;
  - e) News stories;
  - f) Displays;
  - g) Public service announcements or listings;
  - h) Telephone Directories;
  - i) Printed materials such as brochures;
  - j) Posters and billboards;
  - k) Booths at fairs;
  - l) Radio;
  - m) Television; and
  - n) Internet web page.
- 2) The I&R service shall publicize its services to people in the community who may experience barriers to accessing services due to physical, mental, or developmental disabilities; homelessness or social isolation; language or cultural background; or other vulnerabilities.

#### **Standard 27: Program Evaluation and Quality Assurance**

The Helpline shall have the ability to assess the quality and effectiveness of all aspects of its operation including its service delivery, resource database, reports and measures, cooperative relationships, disaster preparedness and organizational structure. These determinations shall be made through on-going quality assurance procedures supported by the collection and utilization of information that can be used to manage and continuously improve resource database management and the service delivery process, and through periodic formal evaluations that are used to implement measurable improvements.

- 1) The Helpline shall have a process for examining its viability as an organization, the effectiveness of its services, its appropriate involvement in the community, and its overall impact on the people it serves.
- 2) To support management information needs, the Helpline shall have a method for tracking key performance indicators (KPIs) such as:
  - a) Call volume;
  - b) Abandoned calls;

- c) Average abandonment rate;
  - d) Average speed of answer;
  - e) Average call handling time; and
  - f) Average talk time.
- 3) The Helpline shall conduct regular customer satisfaction/quality assurance surveys with a minimum of 3 percent (3%) of inquirers [one percent (1%) of the specified percentage must include individuals with limited English proficiency, persons with a disability, or low-income minorities residing in a rural area] to assess overall service performance and I&R service outcomes. The surveys may occur during the original contact with an inquirer, in conjunction with follow-up (after determining whether the inquirer's needs have been met), or in a separate call made for quality assurance purposes. It is important that survey participants be randomly selected. Customer satisfaction questions shall include the following:
- a) Was the I&R specialist polite and helpful?
  - b) Did the inquirer feel they were listened to?
  - c) Did the inquirer receive a choice of referrals where appropriate?
  - d) Would the inquirer contact the Helpline again?
  - e) Would the inquirer recommend the Helpline I&R service to family and friends?

If while conducting client satisfaction/quality assurance surveys, it is determined that the original need of the inquirer has not been met or that the inquirer has new needs, the Helpline shall have procedures in place to provide additional information, referrals, or advocacy.

Reference: The Older Americans Act (OAA) contract standards have been adopted with modifications from the AIRS Standards for Professional Information and Referral.

***END OF ATTACHMENT I***



## **ATTACHMENT II**

### **FINANCIAL AND COMPLIANCE AUDIT**

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

#### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Department staff, limited scope audits and/or other procedures. By entering into this contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### **AUDITS**

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the Department by this contract. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department shall be fully disclosed in the audit report with reference to the Department contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Department in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor's fiscal year end.

##### **PART II: STATE FUNDED**

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through the Department by this contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

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

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

Copies of financial reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR § 200.512 by or on behalf of the Contractor directly to each of the following:

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

Pursuant to 2 CFR § 200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor to the Department at the following address:

**Florida Department of Elder Affairs  
Attn: Audit Repository  
4040 Esplanade Way, Suite 235S  
Tallahassee, Florida 32399-7000**

Additionally, copies of financial reporting packages required by this contract's Financial Compliance Audit Attachment, Part II, shall be submitted by or on behalf of the Contractor directly to each of the following:

The Department at the following address:

**Florida Department of Elder Affairs  
Attn: Audit Repository  
4040 Esplanade Way, Suite 235S  
Tallahassee, Florida 32399-7000**

The Auditor General's Office at the following address:

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

Any reports, management letters, or other information required to be submitted to the Department pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200 or Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

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

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six (6) years from the date the audit report is issued, and shall allow the Department or its designee, the CFO, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Department.

**ATTACHMENT II-EXHIBIT 1****PART I: AUDIT RELATIONSHIP DETERMINATION**

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.38 and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

- ☐ Vendor not subject to 2 CFR § 200.38 and/or Section 215.97, F.S.
- ☒ Recipient/sub-recipient subject to 2 CFR §§ 200.86 and 200.93 and/or Section 215.97, F.S.
- ☐ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and/or state financial assistance, and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and/or 2 CFR § 200.330 [federal awards].

**PART II: FISCAL COMPLIANCE REQUIREMENTS**

**FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS.** Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules, and regulations:

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

- 2 CFR § 200.416 - § 200.417 – Special Considerations for States, Local Governments, and Indian Tribes\*
- 2 CFR § 200.201 – Administrative Requirements\*\*
- 2 CFR § 200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations

**NON-PROFIT ORGANIZATIONS MUST FOLLOW:**

- 2 CFR § 200.400 - § 200.411 – Cost Principles\*
- 2 CFR § 200.100 – Administrative Requirements
- 2 CFR § 200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations

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

- 2 CFR § 200.418 – § 200.419 – Special Considerations for Institutions of Higher Education\*
- 2 CFR § 200.100 – Administrative Requirements
- 2 CFR § 200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations

\*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5)(c).

\*\*For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

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

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement

Reference Guide for State Expenditures

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

**ATTACHMENT II-EXHIBIT 2  
FUNDING SUMMARY (2021)**

**Note:** Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

**1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT  
CONSIST OF THE FOLLOWING:**

<b>GRANT AWARD (FAIN#): 2101FLOASS, 2101FLOACM, 2101FLOAHD, 2101FLOAPH, 2101FLOAFC, 2101FLOANS</b>			<b>FEDERAL AWARD DATE: 10/22/2020</b>
<b>DUNS NUMBER: 039652961</b>			
<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CFDA</b>	<b>AMOUNT</b>
Older Americans Act Administration	U.S. Health and Human Services	93.044-045 & 93.052	\$760,138.00
Older Americans Act Administration – Carry Forward	U.S. Health and Human Services Carry Forward	93.044-045 & 93.052	\$0 .00
Older Americans Act Title III B – Support Services	U.S. Health and Human Services	93.044	\$3,254,702.22
Older Americans Act Title III B – Carry Forward	U.S. Health and Human Services Carry Forward	93.044	\$0 .00
Older Americans Act Title III B – Disaster Recovery Reserve	U.S. Health and Human Services	93.044	\$4,573.00
Older Americans Act Title III C1 – Congregate Meals	U.S. Health and Human Services	93.045	\$805,895.63
Older Americans Act Title III C1 – Carry Forward	U.S. Health and Human Services Carry Forward	93.045	\$0 .00
Older Americans Act Title III C1 – Disaster Recovery Reserve	U.S. Health and Human Services	93.045	\$6,860.00
Older Americans Act Title III C2 – Home Delivered Meals	U.S. Health and Human Services	93.045	\$2,153,080.15
Older Americans Act Title III C2 – Carry Forward	U.S. Health and Human Services Carry Forward	93.045	\$0 .00
Older Americans Act Title III C2 – Disaster Recovery Reserve	U.S. Health and Human Services	93.045	\$6,860.00
Older Americans Act Title III D – Preventive Health	U.S. Health and Human Services	93.043	\$133,495.00
Older Americans Act Title III D – Carry Forward	U.S. Health and Human Services Carry Forward	93.043	\$0 .00
Older Americans Act Title III E – Caregiver Support Services	U.S. Health and Human Services	93.052	\$945,224.00
Older Americans Act Title III E – Carry Forward	U.S. Health and Human Services Carry Forward	93.052	\$0 .00
Older Americans Act Nutrition Services Incentive Program (NSIP)	U.S. Health and Human Services	93.053	\$521,783.00
Older Americans Act Nutrition Services Incentive Program (NSIP) – Carry Forward	U.S. Health and Human Services Carry Forward	93.053	\$0 .00
<b>TOTAL FEDERAL AWARD</b>			<b>\$8,592,611.00</b>

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

**FEDERAL FUNDS:**

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

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS**

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

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Older Americans Act Administration	General Revenue	N/A	\$27,812.00
<b>TOTAL AWARD</b>			<b>\$27,812.00</b>

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

**STATE FINANCIAL ASSISTANCE**

Sections 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., State Projects Compliance Supplement  
Reference Guide for State Expenditures  
Other fiscal requirements set forth in program laws, rules, and regulations

### ATTACHMENT III CERTIFICATIONS AND ASSURANCES

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

- A. **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. **Certification Regarding Public Entity Crimes, section 287.133, E.S.**
- E. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. **Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, E.S.**
- G. **Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreements**
- H. **Verification of Employment Status Certification**
- I. **Records and Documentation**
- J. **Certification Regarding Inspection of Public Records**

#### A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

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

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

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

#### B. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan,



the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

**C. NON- DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).** - As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

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

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

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

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

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

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

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

**F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.**

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Department terminating this contract and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

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

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

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

versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this contract warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

## H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

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

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

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

## I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Department staff and/or any party designated by the Department any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards.

## J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Section 10 of the Standard Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Department is named in the civil action, Contractor agrees to indemnify and hold harmless the Department for any costs incurred by the Department and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
  - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of Elder Affairs)** are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does ☐ does not ☐ provide for institutional memberships.

Contractor's signature below attests that records pertaining to the dues or membership application by the Department are available for inspection if applicable, as stated above.

By execution of this contract, Contractor must include these provisions (A-J) in all related subcontract agreements (if applicable).

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

<b><i>Pauline Grant</i></b> <small>Pauline Grant (Dec 21, 2020 18:24 EST)</small>	<b>President</b>	<b>5300 Hiatus Road</b>
<b>Signature and Title of Authorized Representative</b>		<b>Street Address</b>
<b>Area agency on Aging Broward Dec 21, 2020</b>		<b>Sunrise Florida 33351</b>
<b>Contractor</b>	<b>Date</b>	<b>City, State, Zip code</b>

## ATTACHMENT IV ASSURANCES— NON-CONSTRUCTION PROGRAMS

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

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

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

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and §§ 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-contracts.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b> <u>Pauline Grant</u> <small>Pauline Grant (Dec 21, 2020 18:24 EST)</small>		<b>TITLE</b> President
<b>APPLICANT ORGANIZATION</b> Area agency on Aging Broward		<b>DATE SUBMITTED</b> Dec 21, 2020

## ATTACHMENT V

## FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name	County	AAA/Contractor
Address	Completed By	
City, State, Zip Code	Date	Telephone

**PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.**

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

For questions 2-5 please indicate the following:		Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
2. Population of area served	Source of data:								
3. Staff currently employed	Effective date:								
4. Clients currently enrolled/registered	Effective date:								
5. Advisory/Governing Board if applicable									

**PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE. IF N/A or NO, EXPLAIN.**

6. Is an Assurance of Compliance on file with DOEA?

N/A YES NO

☐ ☐ ☐

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

N/A YES NO

☐ ☐ ☐

8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability?

N/A YES NO

☐ ☐ ☐

9. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability?

N/A YES NO

☐ ☐ ☐

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability?

N/A YES NO

☐ ☐ ☐

11. Is the program/facility accessible to non-English speaking clients?

N/A YES NO

☐ ☐ ☐

12. Are employees, applicants and participants informed of their protection against discrimination? If YES, how?

N/A YES NO

Verbal ☐ Written ☐ Poster ☐

☐ ☐ ☐

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

N/A NUMBER

☐ \_\_\_\_\_

14. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?

N/A YES NO

☐ ☐ ☐

**PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES. IF NO, EXPLAIN.**

15. Has as a self-evaluation been conducted to identify any barriers to serving disabled individuals and to make any necessary modifications?

YES NO

☐ ☐

16. Is there an established grievance procedure that incorporates due process in the resolution of complaints?

YES NO

☐ ☐

17. Has a person been designated to coordinate Section 504 compliance activities?

YES NO

☐ ☐

18. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability?

YES NO

☐ ☐

19. Are auxiliary aids available to ensure accessibility of services to hearing and sight-impaired individuals?

YES NO

☐ ☐

**PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.**

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

YES NO

☐ ☐

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



**ATTACHMENT V**  
**INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST**

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race, sex, disability, and over the age of 40. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex, disability, and over the age of 40. Include the date that enrollment was counted.
  - a. Where there is a significant variation between the race, sex, or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the contract language for DOE/EA Recipients and their Sub-grantees. 45 CFR § 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR § 80.3(a) and 45 CFR § 80.1.
9. Participants or clients must be provided services such as medical, nursing, and dental care, laboratory services, physical and recreational therapies, counseling, and social services without regard to race, sex, color, national origin, religion, age, or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR § 80.3(b).
10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR § 80.3(a).
11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR § 80.3(a).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.

13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement, termination, etc.). Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).
14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps, and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, and information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
15. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
  - a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
  - b. Modify policies and practices that do not meet Section 504 requirements;
  - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
  - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailed and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
20. Programs or facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

**ATTACHMENT VI**  
**CONTRACTOR'S STATE CONTRACT LIST**

## Contractor's State Contract List

**REPORT PERIOD:**

From: \_\_\_\_\_

To: \_\_\_\_\_

**CONTRACTOR INFORMATION:**

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

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

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

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

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

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

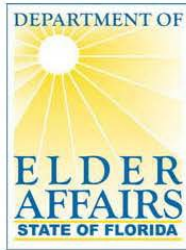
	Contract #	Contract/ Program Name	State Agency/ Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -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

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

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

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

**ATTACHMENT VII**  
**BACKGROUND SCREENING**



**BACKGROUND SCREENING**  
**Affidavit of Compliance - Employer**

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

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

**ATTESTATION:**

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

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

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

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

\_\_\_\_\_  
 Signature of Representative

\_\_\_\_\_  
 Date

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

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

\_\_\_\_\_  
 Print, Type, or Stamp Commissioned Name of Notary Public

\_\_\_\_\_  
 Notary Public

**ATTACHMENT VIII****CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES (CMBE FORM)***CMBE FORM MUST ACCOMPANY INVOICES SUBMITTED TO DOEA***CONTRACTOR NAME:** \_\_\_\_\_**DOEA CONTRACT NUMBER:** \_\_\_\_\_**\*REPORTING PERIOD-FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_**\*(DATE RANGE OF RENDERED SERVICES, MUST MATCH INVOICE SUBMITTED TO DOEA)****DOEA CONTRACT MANAGER:** \_\_\_\_\_**REPORT ALL EXPENDITURES MADE TO CERTIFIED MINORITY BUSINESS (SUBCONTRACTORS).***CONTACT DOEA CMBE COORDINATOR FOR ANY QUESTIONS, AT 850-414-2153.*

<u>SUBCONTRACTOR NAME</u>	<u>SUBCONTRACTOR'S FEID</u>	<u>CMBE</u>	<u>EXPENDITURES</u>

**DOEA USE ONLY -- REPORTING ENTITY (DIVISION, OFFICE, ETC)**

SEND COMPLETED FORMS VIA INTEROFFICE MAIL TO: JUSTIN TAYLOR

CMBE COORDINATOR, CONTRACT ADMINISTRATION &amp; PURCHASING, TALLAHASSEE, FLORIDA 32399-7000.

If unsure if subcontractor is a certified minority supplier, click on the hyperlink below. Enter the name of the supplier, click "search". Only Certified Minority Business Entities will be displayed.

<https://osd.dms.myflorida.com/directories>

*INSTRUCTIONS*

- (A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOEA CONTRACT.
- (B) ENTER THE DOEA CONTRACT NUMBER.
- (C) ENTER THE SERVICE PERIOD MATCHING THE CURRENT INVOICE'S SERVICE PERIOD.
- (D) ENTER ALL CERTIFIED MINORITY BUSINESS EXPENDITURES FOR THE TIME PERIOD COVERED BY THE INVOICE:
  - 1. ENTER CERTIFIED MINORITY BUSINESS NAME.
  - 2. ENTER THE CERTIFIED MINORITY BUSINESS FEID NUMBER.
  - 3. ENTER THE CERTIFIED MINORITY BUSINESS CMBE NUMBER.
  - 4. ENTER THE AMOUNT EXPENDED WITH THE CERTIFIED MINORITY BUSINESS FOR THE TIME PERIOD COVERED BY THE INVOICE.
- (E) MBE FORM MUST ACCOMPANY INVOICE PACKAGE SUBMITTED TO DOEAFINANCIAL ADMINISTRATION FOR PROCESSING.
- (F) FINANCIAL ADMINISTRATION WILL FORWARD ALL COMPLETED CMBE FORMS TO CONTRACT ADMINISTRATION & PURCHASING OFFICE.

**ATTACHMENT IX**  
**BUDGET SUMMARY**

		(1)	(2)	(3)	(4)
		Federal Funding	General Revenue	Local Match/ CCE/HCE	TOTAL FUNDS
<b>1. Area Agency Admin</b>					
A.	Current Year	\$760,138.00	\$27,812.00	\$0.00	\$787,950.00
B.	Prior Year CF*	\$0.00			\$0.00
<b>CO NTRACT TO TAL</b>		<b>\$760,138.00</b>	<b>\$27,812.00</b>	<b>\$0.00</b>	<b>\$787,950.00</b>
D.	CCE GR Administration			\$34,035.00	\$34,035.00
E.	HCE GR Administration			\$79,785.00	\$79,785.00
F.	LSP Admin			\$21,984.00	\$21,984.00
G.	LSP Services			\$0.00	\$0.00
H.	Local Match			\$89,763.33	\$89,763.33
<b>TO TAL ADMIN</b>		<b>\$760,138.00</b>	<b>\$27,812.00</b>	<b>\$225,567.33</b>	<b>\$1,013,517.33</b>
<b>2. Title IIIB</b>					
A.	Supportive Services				
(1)	Current Year	\$3,259,275.22		\$362,141.69	\$3,621,416.91
(2)	Prior Year CF*	\$0.00		\$0.00	\$0.00
<b>TO TAL</b>		<b>\$3,259,275.22</b>		<b>\$362,141.69</b>	<b>\$3,621,416.91</b>
B.	IIIB Set-Aside (also included in Total)	\$105,000.00			\$105,000.00
C.	IIIB Disaster Recovery Reserve (also included in Total)	\$4,573.00			\$4,573.00
<b>3. Title IIIC 1 Nutrition Services</b>					
A.	Current Year	\$812,755.63		\$90,306.18	\$903,061.81
B.	Prior Year CF*	\$0.00		\$0.00	\$0.00
<b>TO TAL</b>		<b>\$812,755.63</b>		<b>\$90,306.18</b>	<b>\$903,061.81</b>
D.	IIIC1 Disaster Recovery Reserve (also included in Total)	\$6,860.00			\$6,860.00
<b>4. Title IIIC 2 Nutrition Services</b>					
A.	Current Year	\$2,159,940.15		\$239,993.35	\$2,399,933.50
B.	Prior Year CF*	\$0.00		\$0.00	\$0.00
<b>TO TAL</b>		<b>\$2,159,940.15</b>		<b>\$239,993.35</b>	<b>\$2,399,933.50</b>
D.	IIIC2 Disaster Recovery Reserve (also included in Total)	\$6,860.00			\$6,860.00
<b>5. Title IIID Preventive Health</b>					
A.	Current Year	\$133,495.00			\$133,495.00
B.	Prior Year CF*	\$0.00			\$0.00
<b>TO TAL</b>		<b>\$133,495.00</b>			<b>\$133,495.00</b>
<b>6. Title IIIE Caregiver Support Services</b>					
A.	Current Year	\$945,224.00		\$105,024.89	\$1,050,248.89
B.	Prior Year CF*	\$0.00		\$0.00	\$0.00
<b>TO TAL</b>		<b>\$945,224.00</b>		<b>\$105,024.89</b>	<b>\$1,050,248.89</b>
<b>7. NSIP</b>					
A.	Current Year	\$521,783.00			\$521,783.00
B.	Prior Year CF*	\$0.00			\$0.00
<b>TO TAL</b>		<b>\$521,783.00</b>			<b>\$521,783.00</b>
<b>9. Total Federal Current Year Funds Awarded</b>					
(Sum of 1.A, 2.A(1), 3.A, 4.A, 5.A., 6.A, 7.A, 8.A)		<b>\$8,592,611.00</b>			
<b>10. Total CF Funds Awarded</b>					
(Sum of 1.B, 1.C, 2.A(2), 2.A.(3), 3.B, 3.C, 4.B, 4.C, 5.B, 5.C, 6.B, 6.C, 7B)		<b>\$0.00</b>			
<b>11. Total GR Awarded</b>					
(Total of column (2))		<b>\$27,812.00</b>			
<b>12.Total of All Funds to be Received</b>					
(Sum of 9, 10, 11)		<b>\$8,620,423.00</b>			
* Carry Forward					

**ATTACHMENT X**  
**INVOICE SCHEDULE**

<b>Report Number</b>	<b>Based On</b>	<b>Submit to State On This Date</b>
1	January Advance*	January 1
2	February Advance*	January 1
3	January Receipts and Expenditure Report and Request for Payment	February 15
4	February Receipts and Expenditure Report and Request for Payment	March 15
5	March Receipts and Expenditure Report and Request for Payment	April 15
6	April Receipts and Expenditure Report and Request for Payment	May 15
7	May Receipts and Expenditure Report and Request for Payment	June 15
8	June Receipts and Expenditure Report and Request for Payment	July 15
9	July Receipts and Expenditure Report and Request for Payment	August 15
10	August Receipts and Expenditure Report and Request for Payment	September 15
11	September Receipts and Expenditure Report and Request for Payment	October 15
12	October Receipts and Expenditure Report and Request for Payment	November 15
13	November Receipts and Expenditure Report and Request for Payment	December 15
14	December Receipts and Expenditure Report and Request for Payment	January 15
15	Final Receipts and Expenditure Report and Request for Payment	February 15
16	Closeout Report	March 1

Legend: \* Advance based on projected cash need as supported by a cash-flow analysis or other information appropriate to demonstrate the contractor's financial need for the advance.

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

Note # 2: Advance recoupment shall start with the third monthly Request for Payment submission. The amount of recoupment shall be equally divided between the remaining number of Requests for Payment invoices due for the contract year. All advances should be recorded in Part C, 1 of the report (attachment XI), and shall be fully recouped by the end of the contract year or when funds are fully expended, whichever is first.

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



**ATTACHMENT X**  
**INFORMATION AND REFERRAL REPORT SCHEDULE**  
**EXHIBIT 1**

<b>Program Name</b>	<b>Report</b>	<b>Reporting Requirement</b>	<b>Report Due Date</b>
Information and Referral	Quarter 1	Reports must include the data elements identified in Attachment I, Exhibit 1, Standard 14: Data Analysis and Reporting for January – March.	April 10
Information and Referral	Quarter 2	Reports must include the data elements identified in Attachment I, Exhibit 1, Standard 14: Data Analysis and Reporting for April – June.	July 10
Information and Referral	Quarter 3	Reports must include the data elements identified in Attachment I, Exhibit 1, Standard 14: Data Analysis and Reporting for July – September.	October 10
Information and Referral	Quarter 4	Reports must include the data elements identified in Attachment I, Exhibit 1, Standard 14: Data Analysis and Reporting for October – December.	January 10

**ATTACHMENT X**  
**TITLE IIID PROGRAMMATIC REPORTING SCHEDULE**  
**EXHIBIT 2**

<b>Program Name</b>	<b>Report</b>	<b>Reporting Requirement</b>	<b>Service Month</b>	<b>Report Due Date</b>
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 1	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	January	February 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 2	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	February	March 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 3	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	March	April 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 4	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	April	May 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 5	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	May	June 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 6	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	June	July 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 7	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	July	August 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 8	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	August	September 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 9	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	September	October 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 10	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	October	November 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 11	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	November	December 15
Title IIID Evidence-based Disease Prevention and Health Promotion Services	Report 12	Submit monthly programmatic reports as specified in Attachment I Section II.D.2.J. Title IIID Reports (this report is on Excel)	December	January 15

[illegible]

## ATTACHMENT XII

### RECEIPTS AND EXPENDITURE REPORT

#### EXHIBIT 1

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE:  Title III & General Revenue  Administration  PSA _____	Contract # _____ Contract Period: _____ Report Period _____ Report # _____ Invoice# _____		
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.				
Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
<b>PART A : BUDGETED INCOME/ RECEIPTS</b>  1. Federal Funds 2. State Funds 3. Local Cash Match 4. State Match 5. Local In-Kind Match 6. TOTAL RECEIPTS	1. Approved Budget  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	2. Actual Receipts For This Report  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3. Total Receipts Year to Date  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!
<b>PART B : CONTRACTED EXPENDITURES</b>  1. Administrative Expenses	1. Approved Budget  \$0.00	2. Expenditures For This Report  \$0.00	3. Expenditures Year to Date  \$0.00	4. Percent of Approved Budget  #DIV/0!
<b>PART C : OTHER EXPENDITURES</b> (For tracking purposes only)  1. Match: CCE / GR HCE / GR Other and In-Kind 2. Local Match  3. TOTAL	1. Approved Budget  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	2. Expenditures For This Report  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!
<b>D: INTEREST</b>  1. Earned on Advances <u>          \$0.00          </u>  2. Returned on Advances <u>          \$0.00          </u>				

## ATTACHMENT XII

## EXHIBIT 2

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE:  Title III  IIIB  PSA _____	Contract # _____  Contract Period: _____  Report Period _____  Report # _____  Invoice# _____		
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.				
Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
<b>PART A : BUDGETED INCOME/ RECEIPTS</b>  1. Federal Funds 2. State Funds 3. Program Income - Non Match 4. Local Cash Match 5. SUBTOTAL: CASH RECEIPTS 6. Local In-Kind Match  7. TOTAL RECEIPTS	1. Approved Budget  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	2. Actual Receipts For This Report  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3. Total Receipts Year to Date  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!
<b>PART B : EXPENDITURES</b>  1. AAA Direct Services 2. Subcontractor 3. IIIB Set Aside 4. IIIB Set Aside DRR (Disaster Recovery Reserve)  5. TOTAL EXPENDITURES	1. Approved Budget  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	2. Expenditures For This Report  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!
<b>PART C : OTHER EXPENDITURES</b> (For Tracking Purposes only)  1. Match a. Other and In-Kind b. Local Match  2. Program Income  3. TOTAL OTHER	1. Approved Budget  \$0.00 \$0.00 \$0.00 \$0.00	2. Expenditures For This Report  \$0.00 \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date  \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0! #DIV/0!
<b>PART D: INTEREST</b>  1. Earned on Advances <u>          \$0.00          </u>  2. Return on Advances <u>          \$0.00          </u>  3. Other Earned <u>          \$0.00          </u>				

## ATTACHMENT XII

## EXHIBIT 3

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE:  Title III  C1  PSA _____	Contract # _____  Contract Period: _____  Report Period _____  Report # _____  Invoice# _____		
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.				
Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
<b>PART A : BUDGETED INCOME/ RECEIPTS</b>  1. Federal Funds 2. State Funds 3. Program Income - Non Match 4. Local Cash Match 5. SUBTOTAL: CASH RECEIPTS 6. Local In-Kind Match  7. TOTAL RECEIPTS	1. Approved Budget  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00  \$0.00	2. Actual Receipts For This Report  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00  \$0.00	3. Total Receipts Year to Date  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00  \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!  #DIV/0!
<b>PART B : EXPENDITURES</b>  1. Subcontractor 2. C1 Set Aside DRR (Disaster Recovery Reserve)  3. TOTAL EXPENDITURES	1. Approved Budget  \$0.00 \$0.00  \$0.00	2. Expenditures For This Report  \$0.00 \$0.00  \$0.00	3. Expenditures Year to Date  \$0.00 \$0.00  \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0!  #DIV/0!
<b>PART C : OTHER EXPENDITURES</b> (For Tracking Purposes only)  1. Match a. Other and In-Kind b. Local Match  2. Program Income  3. TOTAL OTHER	1. Approved Budget  \$0.00 \$0.00  \$0.00  \$0.00	2. Expenditures For This Report  \$0.00 \$0.00  \$0.00  \$0.00	3. Expenditures Year to Date  \$0.00 \$0.00  \$0.00  \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0!  #DIV/0!  #DIV/0!
<b>PART D: INTEREST</b>  1. Earned on Advances <u>          \$0.00          </u>  2. Return on Advances <u>          \$0.00          </u>  3. Other Earned <u>          \$0.00          </u>				

## ATTACHMENT XII

## EXHIBIT 4

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE:  Title III  C2  PSA _____	Contract # _____  Contract Period: _____  Report Period _____  Report # _____  Invoice# _____		
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.				
Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
<b>PART A : BUDGETED INCOME/ RECEIPTS</b>  1. Federal Funds 2. State Funds 3. Program Income - Non Match 4. Local Cash Match 5. SUBTOTAL: CASH RECEIPTS 6. Local In-Kind Match  7. TOTAL RECEIPTS	1. Approved Budget  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	2. Actual Receipts For This Report  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3. Total Receipts Year to Date  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!
<b>PART B : EXPENDITURES</b>  1. Subcontractor 2. C2 Set Aside DRR (Disaster Recovery Reserve)  3. TOTAL EXPENDITURES	1. Approved Budget  \$0.00 \$0.00 \$0.00	2. Expenditures For This Report  \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date  \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0!
<b>PART C : OTHER EXPENDITURES</b> (For Tracking Purposes only)  1. Match a. Other and In-Kind b. Local Match  2. Program Income  3. TOTAL OTHER	1. Approved Budget  \$0.00 \$0.00 \$0.00 \$0.00	2. Expenditures For This Report  \$0.00 \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date  \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0! #DIV/0!
<b>PART D: INTEREST</b>  1. Earned on Advances <u>          \$0.00          </u> 2. Return on Advances <u>          \$0.00          </u> 3. Other Earned <u>          \$0.00          </u>				

## ATTACHMENT XII

## EXHIBIT 5

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE:  Title III  IIID  PSA _____	Contract # _____  Contract Period: _____  Report Period _____  Report # _____  Invoice# _____		
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.				
Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
<b>PART A : BUDGETED INCOME/ RECEIPTS</b>  1. Federal Funds  2. TOTAL RECEIPTS	1. Approved Budget  \$0.00  \$0.00	2. Actual Receipts For This Report  \$0.00  \$0.00	3. Total Receipts Year to Date  \$0.00  \$0.00	4. Percent of Approved Budget  #DIV/0!  #DIV/0!
<b>PART B : EXPENDITURES</b>  1. AAA Direct Services 2. Subcontractor  3. TOTAL EXPENDITURES	1. Approved Budget  \$0.00 \$0.00  \$0.00	2. For This Report  \$0.00 \$0.00  \$0.00	3. Year to Date  \$0.00 \$0.00  \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0!  #DIV/0!
<b>PART C : OTHER EXPENDITURES</b> (For Tracking Purposes only)  1. Program Income	1. Approved Budget  \$0.00	2. Expenditures For This Report  \$0.00	3. Expenditures Year to Date  \$0.00	4. Percent of Approved Budget  #DIV/0!
<b>PART D: INTEREST</b>  1. Earned on Advances <u>          \$0.00          </u>  2. Return on Advances <u>          \$0.00          </u>  3. Other Earned <u>          \$0.00          </u>				



## ATTACHMENT XII

## EXHIBIT 6

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE :  Title III  IIIIE  PSA _____	Contract# _____  Contract Period: _____  Report Period _____  Report # _____  Invoice# _____		
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.				
Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
<b>PART A : BUDGETED INCOME/ RECEIPTS</b>  1. Federal Funds 2. State Funds 3. Program Income - Non Match 4. Local Cash Match 5. SUBTOTAL: CASH RECEIPTS 6. Local In-Kind Match  7. TOTAL RECEIPTS	1. Approved Budget  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	2. Actual Receipts For This Report  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	3. Total Receipts Year to Date  \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!
<b>PART B : EXPENDITURES</b>  1. AAA Direct Services 2. Sub-Contracted Services 3. TOTAL EXPENDITURES	1. Approved Budget  \$0.00 \$0.00 \$0.00	2. Expenditures For This Report  \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date  \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0!
<b>PART C : OTHER EXPENDITURES</b> (For Tracking Purposes only)  1. Match a. Other and In-Kind b. Local Match  2. Program Income  3. TOTAL OTHER	1. Approved Budget  \$0.00 \$0.00 \$0.00 \$0.00	2. Expenditures For This Report  \$0.00 \$0.00 \$0.00 \$0.00	3. Expenditures Year to Date  \$0.00 \$0.00 \$0.00 \$0.00	4. Percent of Approved Budget  #DIV/0! #DIV/0! #DIV/0! #DIV/0!
<b>PART D : EXPENDITURES ANALYSIS</b>  1. Expenditures by Services Year to Date:  1. Information..... 2. Assistance..... 3. Counseling..... 4. Respite..... 5. Supplemental Services..... 6. TOTAL.....  Part B Line 3, column 3 should be equal to this total.	2. Units of Services Year to Date  .....0 .....0 .....0 .....0 .....0 .....0		3. Number of People Served Year to Date  .....0 .....0 .....0 .....0 .....0 .....0	
<b>PART E : GRANDPARENT SERVICES (reported by Federal Fiscal Year)</b>  FFY _____ \$ _____      FFY _____ \$ _____      FFY _____ \$ _____  Match \$ _____      Match \$ _____      Match \$ _____				
<b>PART F: INTEREST</b>  1. Earned on Advances      \$0.00 2. Returned on Advances      \$0.00 3. Other Earned      \$0.00				

## ATTACHMENT XII

## EXHIBIT 7

PROVIDER NAME, ADDRESS, PHONE# AND FEID# 0 0 0 0 0 0 0 0 0 0	PROGRAM FUNDING SOURCE :  Title III  NSIP  PSA _____	Contract # _____  Contract Period: _____  Report Period _____  Report# _____  Invoice# _____																																				
CERTIFICATION : I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.																																						
Prepared by : _____ Date : _____ Approved by : _____ Date : _____																																						
PART A: EXPENDITURE COMPUTATION	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th colspan="2" style="text-align: center;">YEAR TO DATE</th> <th colspan="2" style="text-align: center;">CURRENT MONTH</th> </tr> <tr> <th></th> <th style="text-align: center;">CONGREGATE</th> <th style="text-align: center;">HOME DELIVERED</th> <th style="text-align: center;">CONGREGATE</th> <th style="text-align: center;">HOME DELIVERED</th> </tr> </thead> <tbody> <tr> <td>1. Number of Meals Served</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> </tr> <tr> <td>2. Line 1 Times \$ .72 cents per Meal</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td colspan="2">Year To Date Total Meals _____</td> <td style="text-align: center;">0</td> <td colspan="2">Current Month Total Meals _____</td> </tr> <tr> <td colspan="2">Year To Date Total Expenditures _____</td> <td style="text-align: center;">\$0.00</td> <td colspan="2">Total Current Expenditures _____</td> </tr> <tr> <td colspan="2"></td> <td></td> <td colspan="2"></td> </tr> </tbody> </table>				YEAR TO DATE		CURRENT MONTH			CONGREGATE	HOME DELIVERED	CONGREGATE	HOME DELIVERED	1. Number of Meals Served	0	0	0	0	2. Line 1 Times \$ .72 cents per Meal	\$0.00	\$0.00	\$0.00	\$0.00	Year To Date Total Meals _____		0	Current Month Total Meals _____		Year To Date Total Expenditures _____		\$0.00	Total Current Expenditures _____						
	YEAR TO DATE		CURRENT MONTH																																			
	CONGREGATE	HOME DELIVERED	CONGREGATE	HOME DELIVERED																																		
1. Number of Meals Served	0	0	0	0																																		
2. Line 1 Times \$ .72 cents per Meal	\$0.00	\$0.00	\$0.00	\$0.00																																		
Year To Date Total Meals _____		0	Current Month Total Meals _____																																			
Year To Date Total Expenditures _____		\$0.00	Total Current Expenditures _____																																			
PART B: CONTRACT SUMMARY	<table style="width: 100%;"> <tr> <td style="width: 60%;">1. Approved Contract Amount</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>2. Actual Expenditures for this Report</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>3. Total Expenditures Year to Date</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>4. Contract Balance</td> <td style="text-align: right;">\$0.00</td> </tr> </table>			1. Approved Contract Amount	\$0.00	2. Actual Expenditures for this Report	\$0.00	3. Total Expenditures Year to Date	\$0.00	4. Contract Balance	\$0.00																											
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3. Total Expenditures Year to Date	\$0.00																																					
4. Contract Balance	\$0.00																																					
DOEA FORM 105as-NSIP revised 10/19/18																																						

## ATTACHMENT XIII

## COMPUTATION OF CARRYFORWARD AND OVERADVANCE OAA TITLE III

PSA \_\_\_\_\_

Contract Period: \_\_\_\_\_

Contract # \_\_\_\_\_

	AAA ADMINISTRATION		TITLE III B	TITLE III C1	TITLE III C2	TITLE III D	TITLE III E	NSIP	TOTAL
	FED FUND	GEN REV	FED FUND	FED FUND	FED FUND	FED FUND	FED FUND	FED FUND	
<b>CARRYFORWARD</b>									
1. CURRENT YEAR FUNDING : FFY _____	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. PRIOR YEAR CARRYFORWARD: FFY _____	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. PRIOR YEAR CARRYFORWARD: FFY _____	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. CONTRACT TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. NET EXPENDITURES FOR CONTRACT YEAR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. CURRENT FFY CARRYFORWARD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. CARRYFORWARD PERCENTAGE	✓ #DIV/0!	✓ #DIV/0!	✓ #DIV/0!	✓ #DIV/0!	✓ #DIV/0!	✓ #DIV/0!	✓ #DIV/0!	✓ #DIV/0!	✓ #DIV/0!
<b>OVERADVANCES</b>									
8. TOTAL FUNDS ADVANCED AND/OR REIMBURSED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. LESS: EXPENDITURES FROM LINE 5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10. AMOUNT OF OVERADVANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11. REPORT APPROVED FOR AAA BY:			12. REPORT APPROVED BY DOE A DIVISION OF FINANCIAL ADMINISTRATION:						
_____ Signature Date			_____ Signature Date						
			13. REPORT APPROVED BY DOE A CONTRACT MANAGEMENT:						
_____ Signature Date			_____ Signature Date						

DOEA FORM 124A, Revised 10/19/18

# **ATTACHMENT XIV** **COST REIMBURSEMENT SUMMARY**

PSA			Contract # _____
			Contract Period: _____
			Report Period _____
			Report # _____
<b>Budget Category</b>	<b>Description</b>	<b>Number of units</b>	<b>Amount</b>
<b>Administration</b>			
	<b>TOTAL ADMINISTRATION</b>		
<b>Expenses</b>			
	<b>TOTAL EXPENSES</b>		

# ATTACHMENT XV

## SERVICE RATE REPORT

Program: Federally Funded		From 01/01/2021 to 12/31/2021		
Program	SERVICE	Method of Payment	High Reimbursement Rate	Unit Type
Admin	ADMINISTRATIVE COSTS*	Cost Reimbursement	Cost Reimbursement	EPISODE
O3C1	CONGREGATE HOLIDAY/EMERGENCY SHELF MEALS	Fixed Fee/Unit Rate	\$3.64	MEAL
	CONGREGATE MEALS	Fixed Fee/Unit Rate	\$8.79	MEAL
	CONGREGATE MEALS FOR MANAGED LONG TERM CARE CLIENTS	Fixed Fee/Unit Rate	\$8.79	MEAL
	CONGREGATE MEALS GUEST	Fixed Fee/Unit Rate	\$8.79	MEAL
	NUTRITION EDUCATION	Fixed Fee/Unit Rate	\$1.88	EPISODE
O3C2	EMERGENCY HOME DELIVERED SHELF MEALS	Fixed Fee/Unit Rate	\$3.51	MEAL
	HOME DELIVERED MEAL GUEST	Fixed Fee/Unit Rate	\$3.82	MEAL
	HOME DELIVERED MEAL	Fixed Fee/Unit Rate	\$3.82	MEAL
	NUTRITION EDUCATION	Fixed Fee/Unit Rate	\$0.46	EPISODE
	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	\$74.45	HOURL
OA3B	ADMIN COSTS (LAN SET ASIDE)*	Cost Reimbursement	Cost Reimbursement	EPISODE
	ADULT DAY CARE	Fixed Fee/Unit Rate	\$9.62	HOURL
	CHORE	Fixed Fee/Unit Rate	\$65.00	HOURL
	COUSELING-GROUP	Fixed Fee/Unit Rate	\$111.94	HOURL
	COUSELING-INDIVIDUAL	Fixed Fee/Unit Rate	\$102.65	HOURL
	EDUCATION/TRAINING-GROUP	Fixed Fee/Unit Rate	\$211.58	HOURL
	HEALTH SUPPORT-GROUP	Fixed Fee/Unit Rate	\$106.64	HOURL
	HEALTH SUPPORT-INDIVIDUAL	Fixed Fee/Unit Rate	\$65.00	HOURL
	HOMEMAKER	Fixed Fee/Unit Rate	\$20.61	HOURL
	HOUSING IMPROVEMENT	Fixed Fee/Unit Rate	\$65.00	EPISODE
	INFORMATION	Fixed Fee/Unit Rate	\$9.83	EPISODE
	LEGAL ASSISTANCE	Fixed Fee/Unit Rate	\$70.53	HOURL
	OUTREACH	Fixed Fee/Unit Rate	\$161.30	EPISODE
	PERSONAL CARE	Fixed Fee/Unit Rate	\$20.61	HOURL
	RECREATION	Fixed Fee/Unit Rate	\$119.64	EPISODE
	REFERRAL/ASSISTANCE	Fixed Fee/Unit Rate	\$65.49	EPISODE
	RESPIRE IN-FACILITY	Fixed Fee/Unit Rate	\$10.70	HOURL
	RESPIRE-IN HOME	Fixed Fee/Unit Rate	\$20.61	HOURL
	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	\$117.95	HOURL
	TELEPHONE REASSURANCE	Fixed Fee/Unit Rate	\$9.45	EPISODE
	TRANSPORTATION	Fixed Fee/Unit Rate	\$12.62	ONE WAY TRIP
OA3D	A MATTER OF BALANCE	Fixed Fee/Unit Rate	\$2,563.25	EPISODE
	ARTHRITIS FOUNDATION EXERCISE PROGRAM	Fixed Fee/Unit Rate	\$1,875.00	EPISODE
	ARTHRITIS FOUNDATION TAI CHI PROGRAM	Fixed Fee/Unit Rate	\$3,364.25	EPISODE
	CHRONIC DISEASE SELF-MANAGEMENT PROGRAM (EVIDENCE BASED PROGRAM)	Fixed Fee/Unit Rate	\$1,922.40	EPISODE

	DIABETES SELF MANAGEMENT PROGRAM (EVIDENCE BASED PROGRAM)	Fixed Fee/Unit Rate	\$1,922.40	EPISODE
	POWERFUL TOOLS FOR CAREGIVERS	Fixed Fee/Unit Rate	\$1,682.00	EPISODE
	TAI CHI:MOVING FOR BETTER BALANCE (EVIDENCE BASED PROGRAM)	Fixed Fee/Unit Rate	\$2,746.00	EPISODE
	WALK WITH EASE (EVIDENCE BASED PROGRAM)	Fixed Fee/Unit Rate	\$3,422.62	EPISODE
<b>OA3E</b>	ADULT DAY CARE	Fixed Fee/Unit Rate	\$9.62	HOURL
	CAREGIVER TRAIN/SUPPORT (GRP)	Fixed Fee/Unit Rate	\$355.32	HOURL
	CAREGIVER TRAIN/SUPPORT (INDV)	Fixed Fee/Unit Rate	\$206.10	HOURL
	SCREENING & ASSESSMENT	Fixed Fee/Unit Rate	\$58.00	HOURL
	TRANSPORTATION	Fixed Fee/Unit Rate	\$10.58	ONE-WAY TRIP
<b>OA3EG</b>	CAREGIVER TRAIN/SUPPORT (GRP)	Fixed Fee/Unit Rate	\$117.35	HOURL
	CAREGIVER TRAIN/SUPPORT (INDV)	Fixed Fee/Unit Rate	\$90.28	HOURL
	CHILD DAY CARE	Fixed Fee/Unit Rate	\$3.77	HOURL
	LEGAL ASSISTANCE	Fixed Fee/Unit Rate	\$70.53	HOURL
<b>OA3ES</b>	CHORE	Fixed Fee/Unit Rate	\$65.00	HOURL
	HOUSING IMPROVEMENT	Fixed Fee/Unit Rate	\$65.00	EPISODE
	LEGAL ASSISTANCE	Fixed Fee/Unit Rate	\$70.53	HOURL
<b>NSIP</b>	ELIGIBLE CONGREGATE AND HOME DELIVERED MEALS	Fixed Fee/Unit Rate	\$0.72	MEAL
*As stipulated in contract, these services are provided on a cost reimbursement basis.				

## ATTACHMENT XVI

## OAA ANNUAL VOLUNTEER ACTIVITY REPORT SPECIFICATIONS

*I. Categories & Definitions*

**Direct Volunteers:** Volunteers who have person-to-person contact with clients (e.g. I&R specialists, SHINE counselors, and individuals providing respite and companionship).

**Indirect Volunteers:** Volunteers who coordinate, manage, or participate in specific services, programs, or activities that assist paid staff in planning, implementing, and evaluating the goals and objectives of an organization (e.g. speaker's bureau volunteer, data entry, board members, etc.).

**Episodic Volunteers:** Volunteers who participate in a specific, one-time event for a limited time, regardless of direct or indirect volunteers.

**NOTE:** A volunteer can only be counted once. Select the category (direct, indirect, or episodic) that best describes the individual volunteer and his/her volunteer work.

**Unduplicated direct or indirect volunteers:** Number of volunteers who perform service activities.

*II. Survey Questions*

- i. User input: Email address
- i. User input: Survey questions
  - 1. Number of unduplicated direct service volunteers.
  - 1. Number of unduplicated indirect service volunteers.
  - 2. Number of episodic volunteers engaged during the contract year.
  - 3. Total number of direct volunteer hours served.
  - 4. Total number of indirect volunteer hours served.
  - 5. Total number of episodic volunteer hours served.
  - 6. Number of clients served by volunteers.
  - 7. Number of volunteers age 60 or older.
  - 8. Number of volunteers under age 60.

*III. Service Categories*

Groupings for reporting the number of volunteers providing services during the data collection period (January 1 – December 31). If there are no activities during the year, enter zero.

**Adult Day Care:** Non-residential facility specializing in providing activities for elderly individuals or individuals with disabilities. Operates ten to twelve (10 – 12) hours per day and provides meals, social or recreational outings, and general supervision.

**Advisory Council/Board Membership:** Group of experts and leaders in an industry who share knowledge, contacts, and leadership skills to benefit an organization; comprised of people who have no material interests in the organization other than their directorship and who are responsible for a fiduciary role within the organization.

**AmeriCorps:** Network of national service programs that engage members and community volunteers in intensive service to meet needs in education, public health, and the environment. This service produces volunteers who will provide direct services to clients.

**AmeriCorps Vista:** VISTA members commit to serve full-time for a year at a nonprofit organization or local government agency, working to fight illiteracy, improve health services, create businesses, strengthen community groups, and much more. This service produces volunteers who will provide direct services to clients.

**Clerical/Administration:** Complex work tasks performed under direction in support of one or more persons serving in an administrative or professional capacity; completion of routine administrative tasks directly related to the work of supervisor(s).

**Companionship Programs:** Programs that help elders to help other elders with their daily lives. Tasks may include grocery shopping, household chores, going out to lunch, or simply visiting the elders to keep them company.

**Congregate Meals:** Meal service in a group setting to individuals who cannot prepare or obtain nutritionally adequate meals themselves. Meals assist individuals to maintain a nutritious diet.

**Consumer Education/Counseling:** Enhances the capacity of mature consumers to navigate the increasingly complex marketplace. Consumer education programs provide significant benefits, including identification of market information, compliant and consumer redress procedures, and understanding of a technology-based consumer environment.

**Disaster Preparation/Recovery:** Services provided in coordination with American Red Cross, FEMA, and local task forces in response or in preparation of a disaster.

**Education:** Community outreach program of an academic institution that offers educational and cultural programs specifically designed to foster and support lifelong learning.

**Foster Grandparents:** Provides a way for volunteers age 55 and older to stay active by serving children and youth in their communities, through tutoring and mentoring.

**Fundraising:** Any service directly related to the solicitation of contributions for a committee, program, or organization.

**Health Promotion:** Programs specifically for older adults in the areas of health education, physical activity, coordinated screening, and mental health.

**Home Delivered Meals:** Meal service delivered to the homes to individuals who cannot prepare or obtain nutritionally adequate meals for themselves. Meals assist individuals to maintain a nutritious diet.

**Homemaker Programs:** Programs provide in-home services to elders at-risk of premature placement in a nursing home. Clients must be 60 years of age or older.

**Home Repair:** Home improvement, remodeling, or handyman work, including small odd jobs, and routine tasks.

**Information and Referral:** One-to-one services directing elders to appropriate programs and resources based on elders' needs and specialized knowledge of aging services within the community.

**Intergenerational:** Activities or programs that increase cooperation, interaction, or exchange between any two or more generations.

**Legal Assistance:** Legal services to elders age 60 and older that deal with issues such as property taxes, mobile home, and other landlord tenant issues, advance directives, Medicaid eligibility, Social Security denial, and state and local welfare benefit denials.

**RSVP:** Retired Senior Volunteer Program includes a network for individuals age 55 and older who use their skills and talents in volunteer activities such as home repairs, tutoring and mentoring, and assisting victims of natural disasters.

**Recreation:** Programs for older adults including health education, physical activity, and coordinated screening for physical and mental health.

**RELIEF:** Respite for Elders Living in Everyday Families offers respite services to caregivers of frail elders and those with Alzheimer's disease and related dementia.

**Respite:** Service that provides a temporary break for a family member from daily caregiving responsibilities.

**Safety Education Programs:** Programs on home safety, driver's safety fall prevention, and other general safety educational topics provided by a volunteer to the aging network.

**Senior Companions:** Volunteers provide services to elders at risk of institutionalization due to chronic illness, disability, or isolation. Services may include transportation to medical appointments, shopping assistance, meal preparation, companionship, and advocacy, as well as respite for caregivers.

**Elder Abuse Prevention Programs:** Prevention strategies for elder abuse neglect, and exploitation, fraud, scams, identity theft, and programs on home safety. **SHINE and Florida SHINE/SMP:** The SHINE Program provides free and unbiased counseling through a dedicated network of volunteers, empowering Florida seniors to make informed decisions. Through the SHINE Program, SHINE volunteers help Medicare beneficiaries, their families, and caregivers through education, counseling and assistance. Through the SHINE/SMP (Senior Medicare Patrol) Program, volunteers also educate beneficiaries to protect, detect and report potential errors, fraud, and abuse with their Medicare Coverage.

**Special Events:** Time-limited events.

**Speakers' Bureau:** Service that provides the right professional speaker for every type of event.

**Telephone Reassurance:** Scheduled telephone calls to check on homebound elders, which may include a friendly visit from law enforcement or volunteers.

**Transportation:** Service provided for older adults and individuals with disabilities including lift-equipped vehicles for wheelchair transport and medical transportation for appointments, dialysis, and chemotherapy.



**FLORIDA DEPARTMENT OF ELDER AFFAIRS  
STANDARD CONTRACT**

**THIS CONTRACT** is entered into between the Florida Department of Elder Affairs (Department or DOEA) and Areawide Council on Aging of Broward County, Inc. (Contractor), collectively referred to as the “Parties.” The term Contractor for this purpose may designate a Vendor, Subgrantee, or Subrecipient.

**WITNESSETH THAT:**

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

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

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

**1. Purpose of Contract:**

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

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

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

**3. Term of Contract:**

This contract shall begin at twelve (12:00) A.M., Eastern Standard Time **July 1, 2020** or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **June 30, 2021**.

**4. Contract Amount:**

The Department agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$6,578,706.00**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

**5. Renewals:**

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

**6. Compliance with Federal Law:**

**6.1** If this contract contains federal funds this section shall apply.

**6.1.1** The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) 75 and/or 45 CFR Part 92, 2 CFR Part 200, and other applicable regulations.

**6.1.2** If this contract contains federal funds and is over \$100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) § 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251, et seq.), Executive Order 11738, as amended, and, where applicable, Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Department.

**6.1.3** Neither the Contractor nor any agent acting on behalf of the Contractor may use any federal funds received in connection with this contract to influence legislation or appropriations pending before Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the

Certification and Assurances Attachment, which must be completed and returned to the Contract Manager prior to the execution of this contract.

**6.1.4** In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulations 41 CFR Part 60 and in Department of Health and Human Services regulations 45 CFR Part 92, if applicable.

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

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

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

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

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

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

## **7. Compliance with State Law:**

**7.1** This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with Florida law, including Florida provisions for conflict of laws.

**7.2** If this contract contains state financial assistance funds, the Contractor shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with laws, rules, and regulations including, but not limited to, the Reference Guide for State Expenditures.

**7.3** The Contractor shall comply with the requirements of Section 287.058, F.S., as amended.

**7.3.1** The Contractor shall perform all tasks contained in Attachment I.

**7.3.2** The Contractor shall provide units of deliverables, including reports, findings, and drafts, as specified in Attachment I, to be received and accepted by the DOEA Contract Manager prior to payment.

**7.3.3** The Contractor shall comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Attachment I, Section III. Method of Payment.

**7.3.4** The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.

**7.3.5** If itemized payment for travel expenses is permitted in this contract, the Contractor shall submit invoices for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this contract.

**7.3.6** The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Section 119.011(12), F.S., made or received by the Contractor in conjunction with this contract except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract for which the Department may unilaterally terminate this contract.

**7.4** If clients are to be transported under this contract, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, Florida Administrative Code (F.A.C).

**7.5** Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.

**7.6** The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

**7.7** The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel.

## **8. Background Screening:**

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's level 2 background screening pursuant to Sections 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. To demonstrate compliance with this provision, Contractor shall submit the Background Screening Affidavit of Compliance (Screening Form) to the Department within thirty (30) days of execution of this contract. Should the Department have a completed Screening Form on file for the Contractor, a new Screening Form will be required every twelve (12) months.

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

## **9. Grievance Procedures:**

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

## **10. Public Records and Retention:**

**10.1** By execution of this contract, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

**10.1.1** Keep and maintain public records required by the Department to perform the contracted services.

**10.1.2** Upon request from the Department's custodian of public records, provide the Department a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

**10.1.3** Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Department.

**10.1.4** Upon completion of the contract, the Contractor will either transfer, at no cost to the Department, all public records in possession of the Contractor to the Department or will keep and maintain public records required by the Department. If the Contractor transfers all public records to the Department upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt,

from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

- 10.2** The Department may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Contractor to comply with Section 10 of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Records Coordinator  
Florida Department of Elder Affairs  
4040 Esplanade Way  
Tallahassee, Florida 32399  
850-414-2114  
doeapublicrecords@elderaffairs.org**

- 10.3** Upon termination of this contract, whether for convenience or for cause as detailed in section 53 of this contract, the Contractor and Subcontractors shall, at no cost to the Department, transfer all public records in their possession to the Department and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to the Department in a format that is compatible with the information technology systems of the Department.

**11. Audits, Inspections, Investigations:**

- 11.1** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest, and expenditures of funds provided by the Department under this contract. Contractor shall adequately safeguard all such assets and ensure that they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.
- 11.2** The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract, or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Department.
- 11.3** Upon demand, at no additional cost to the Department, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 11.4** The Contractor shall ensure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Department.
- 11.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Department and federal auditors, pursuant to 45 CFR Part 75, shall be allowed full access to and the right to examine any of the Contractor's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 11.6** The Contractor shall provide a Financial and Compliance Audit to the Department as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.
- 11.7** Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. Contractor further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract agree to

cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this contract the Contractor understands and will comply with this subsection.

**12. Nondiscrimination-Civil Rights Compliance:**

- 12.1** The Contractor shall execute Assurances as stated in the Assurances-Non-Construction Programs Attachment that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status, or sex in compliance with state and federal law and regulations. The Contractor further assures that all Contractors, Subcontractors, Sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status, or sex.
- 12.2** During the term of this contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, attached to this contract.
- 12.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures shall include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 12.4** If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the any statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Department may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief including, but not limited to, termination of the contract and denial of further assistance.

**13. Monitoring by the Department:**

The Contractor shall permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this contract, and to interview any clients, employees, and Subcontractor employees of the Contractor to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will provide a written report of its findings to the Contractor and, where appropriate, the Contractor shall develop a Corrective Action Plan (CAP). The Contractor hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Department's Contract Manager.

**14. Provision of Services:**

The Contractor shall provide services in the manner described in Attachment I.

**15. Coordinated Monitoring with Other Agencies:**

If the Contractor receives funding from one or more State of Florida human service agencies, in addition to the Department, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of this contract, and pursuant to Section 287.0575, F.S., as amended, Florida's human service agencies shall include the Department, the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, and the Department of Veterans' Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor shall comply and cooperate with all monitors, inspectors, and/or investigators.

**16. New Contract(s) Reporting:**

The Contractor shall notify the Department within ten (10) days of entering into a new contract with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency and the applicable office or program issuing the contract; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) Contract Manager name and contact information. In complying with this provision, and pursuant to Section 287.0575, F.S., as amended, the Contractor shall complete the Contractor's State Contracts List attached to this contract.

**17. Indemnification:**

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

**17.1** Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 17 is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

**18. Insurance and Bonding:**

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

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

**19. Confidentiality of Information:**

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

**20. Health Insurance Portability and Accountability Act:**

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

**21. Incident Reporting:**

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

**21.2** The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon the Contractor, its Subcontractors, and their employees.

**22. Bankruptcy Notification:**

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

**23. Sponsorship and Publicity:**

- 23.1** As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Contractor’s name) and the State of Florida, Department of Elder Affairs.” If the sponsorship reference is in written material, the words “State of Florida, Department of Elder Affairs” shall appear in at least the same size letters or type as the name of the organization.
- 23.2** The Contractor shall not use the words “State of Florida, Department of Elder Affairs” to indicate sponsorship of a program otherwise financed, unless specific written authorization has been obtained by the Department prior to such use.

**24. Assignments:**

- 24.1** The Contractor shall not assign the rights and responsibilities under this contract without the prior written approval of the Department. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Department shall constitute a material breach of the contract. In the event the State of Florida approves assignment of the Contractor’s obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with this contract.
- 24.2** The State of Florida is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida upon giving prior written notice to the Contractor.
- 24.3** This contract shall remain binding upon the successors in interest of the Contractor and the Department.

**25. Subcontracts:**

- 25.1** The Contractor is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Contractor or its Subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Department deems necessary. The Contractor further agrees that the Department will not be liable to the Subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Department against any such claims.
- 25.2** The Contractor shall promptly pay any Subcontractors upon receipt of payment from the Department or other state agency. Failure to make payments to any Subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and Subcontractor, will result in a penalty as provided by statute.

**26. Independent Capacity of Contractor:**

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

**27. Payment:**

Payments shall be made to the Contractor for all completed and approved deliverables (units of service) as defined in Attachment I. The DOEA Contract Manager will have final approval of the Contractor’s invoice submitted for payment and will approve the invoice for payment only if the Contractor has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Department’s finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S. A Vendor Ombudsman has been established within the Florida Department of Financial Services and may be contacted at 800-342-2762.

**28. Return of Funds:**

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

**29. Data Integrity and Safeguarding Information:**

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

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

The Department has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, Other Personal Services (OPS) employees and volunteers, including all personnel affiliated with third parties, such as, but not limited to, contractors and subcontractors. Any entity that uses the Department's computer resource systems must comply with the Department's policy regarding social media. Social Media includes, but is not limited to, blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube. This policy is available on the Department's website at: <http://elderaffairs.state.fl.us/doea/financial.php>.

**31. Conflict of Interest:**

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

**32. Public Entity Crime:**

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty six (36) months following the date of being placed on the Convicted Vendor List.



**33. Purchasing:**

**33.1** The Contractor shall procure products and/or services required to perform this contract in accordance with section 413.036, F.S.

**33.1.1** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

**33.1.2** Pursuant to sections 413.036(1) and (4), F.S., the Contractor shall not be required to procure a product or service from RESPECT if: (a) the product or service is not available within a reasonable delivery time, (b) the Contractor is required by law to procure the product or service from any agency of the state, or (c) the Contractor determines that the performance specifications, price, or quality of the product or service is not comparable to the Contractor's requirements.

**33.1.3** This act shall have precedence over any law requiring state agency procurement of products or services from any other nonprofit corporation unless such precedence is waived by the Department in accordance with its rules.

**33.1.4** Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

**33.2** The Contractor shall procure any recycled products or materials which are the subject of, or are required to carry out, this contract when the Department of Management Services determines that those products are available, in accordance with the provisions of section 403.7065, F.S.

**33.3** The Contractor shall procure products and/or services required to perform this contract in accordance with section 946.515, F.S.

**33.3.1** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

**33.3.2** The corporation identified is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Additional information about PRIDE and the commodities or contractual services it offers is available at <https://pride-enterprises.org/>.

**33.4** The Contractor shall provide a Certified Minority Business Subcontractor Expenditure (CMBE) Report summarizing the participation of certified suppliers for the current reporting period and project to date. The CMBE Report shall include the names, addresses, and dollar amount of each certified participant, and a copy must be forwarded to the Department, Division of Financial Administration, and must accompany each invoice submitted to the Department. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department's Minority Coordinator (850-414-2153) will assist with questions and answers. The CMBE Report is attached to this contract.

**34. Patents, Copyrights, Royalties:**

If this contract is awarded state funding and if any discovery, invention, or copyrightable material is developed or produced in the course of or as a result of work or services performed under this contract or in any way connected with this contract, or if ownership of any discovery, invention, or copyrightable material was purchased in the course of or as a result of work or services performed under this contract, the Contractor shall refer the discovery, invention, or

copyrightable material to the Department to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571(5)(k), F.S., the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract.

- 34.1** If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this Section 34.
- 34.2** If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR § 200.315 or 45 CFR § 75.322, as applicable.
- 34.3** Notwithstanding the foregoing provisions, if the Contractor or one of its Subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, Subcontractors, or Assignees of any resulting patented, copyrighted, or trademarked work products.

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

- 35.1** If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety, or welfare, the Contractor shall, within thirty (30) calendar days of the execution of this contract, submit to the DOEA Contract Manager, verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Department of emergency provisions.
- 35.2** In the event a situation results in a cessation of services by a Subcontractor, the Contractor shall remain responsible for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

### **36. Equipment:**

- 36.1** Equipment means: (a) tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds - 2 CFR § 200.33 and 45 CFR § 75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$5,000.00 or more per unit, and expected useful life of at least one (1) year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].
- 36.2** Contractors and Subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Department upon request. The Contractor shall promptly investigate, fully document, and notify the DOEA Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the DOEA Contract Manager.
- 36.3** The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, at a minimum, meet the following requirements and shall include accurately maintained equipment records with the following information:
  - 36.3.1** Property records must be maintained that include a description of the equipment;
  - 36.3.2** Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
  - 36.3.3** Source of funding for the equipment, including the federal award identification number;
  - 36.3.4** Whether title vests in the Contractor or the federal government;
  - 36.3.5** Acquisition date (or date received, if the equipment was furnished by the federal government);

- 36.3.6** Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
  - 36.3.7** Location, use and condition of the equipment and the date the information was reported;
  - 36.3.8** Unit acquisition cost; and
  - 36.3.9** Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.
  - 36.3.10** A physical inventory must be taken, and the results reconciled with the property records at least once every two (2) years.
  - 36.3.11** A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated. 45 CFR § 75.320(d)(3).
  - 36.3.12** Adequate maintenance procedures must be developed to keep the property in good condition.
  - 36.3.13** If the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.
- 36.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$5,000.00 is part of the cost of carrying out the activities and functions of the grant awards and title (ownership) will vest in the Contractor [for federal funds see 2 CFR § 200.313(a) and 45 CFR § 75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract or identified in the sub-agreements with Subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F.S., rule 60A-1.017, F. A. C., and 2 CFR Part 200 and/or 45 CFR Part 75.
- 36.5** The Contractor shall not dispose of any equipment or materials provided by the Department or purchased with funds provided through this contract without first obtaining the approval of the DOE Contract Manager. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Department's Contract Manager. The request should include a brief description of the property, purchase price, funding source, and percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition of the property (i.e., transfer or donation to another agency that administers federal programs, offer of the items for sale, destroy the items, etc.).
- 36.6** The DOE Contract Manager will issue disposition instructions. If disposition instructions are not received within one hundred twenty (120) days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR § 200.313 or 45 CFR § 75.320, as applicable.
- 36.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of the Department. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code (U.S.C.). Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F.S.
- 36.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 36.9** The Contractor must adhere to the Department's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel, and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the Department upon request. The Contractor has the responsibility to require any Subcontractors to comply with the Department's ITR procedures.

### **37. PUR 1000 Form:**

The PUR 1000 Form is hereby incorporated by reference and available at:

[http://www.myflorida.com/apps/vbs/adoc/F7740\\_PUR1000.pdf](http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf)

In the event of any conflict between the PUR 1000 Form and any terms or conditions of this contract, the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

**38. Use of State Funds to Purchase or Improve Real Property:**

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

**39. Dispute Resolution:**

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

**40. Financial Consequences:**

If the Contractor fails to meet the minimum level of service or performance identified in this contract, the Department shall impose financial consequences as stated in Attachment I.

**41. No Waiver of Sovereign Immunity:**

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

**42. Venue:**

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

**43. Entire Contract:**

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

**44. Force Majeure:**

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

**45. Severability Clause:**

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

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

The Parties agree that the Department's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

**47. Addition/Deletion:**

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

**48. Waiver:**

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

**49. Compliance:**

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

**50. Final Invoice:**

The Contractor shall submit the final invoice for payment to the Department no later than thirty (30) days after the contract ending date unless otherwise specified in Attachment I. If the Contractor fails to do so, all right to payment is forfeited and the Department shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract shall be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Department.

**51. Renegotiations of Modifications:**

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

**52. Suspension of Work:**

The Department may, in its sole discretion, suspend any or all activities under the contract or purchase order, at any time, when in the interest of the State to do so. The Department shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

**53. Termination:**

**53.1 Termination for Convenience.** The Department, by written notice to the Contractor, may terminate this contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

**53.2 Termination for Cause.** The Department may terminate this contract if the Contractor fails to: (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the contract.

**54. Electronic Records and Signature:**

The Department authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this contract. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements

contained in the Uniform Electronic Transaction Act, Section 668.50, F.S. All electronic records must be fully auditable; are subject to Florida's Public Records Law, Chapter 119, F.S.; must comply with contract Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by this contract.

**54.1** The Department's authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Department. The Contractor is authorized to conduct electronic transactions with the Department only upon further written consent by the Department.

**54.2** Upon request by the Department, the Contractor shall provide the Department with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Department of any document that was originally in electronic form with an electronic signature must identify the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

**55. Contract Manager:**

The Department may substitute any Department employee to serve as the DOEA Contract Manager.

***REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK***

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

<b>a.</b>	The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road Sunrise, FL 33351
<b>b.</b>	The name of the contact person and street address where financial and administrative records are maintained is:	Natasha Elfarghali, Fiscal Officer 5300 Hiatus Road Sunrise, FL 33351
<b>c.</b>	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	Charlotte Mather-Taylor, Executive Director, 5300 Hiatus Road Sunrise, FL 33351 954-745-9567
<b>d.</b>	The section and location within the Department where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Florida Department of Elder Affairs Division of Financial Administration 4040 Esplanade Way, Suite 215 Tallahassee, Florida 32399-7000
<b>e.</b>	The name, address, and telephone number of the Contract Manager for this contract is:	Meghan Gregg, FCCM 4040 Esplanade Way, Suite 350E Tallahassee, Florida 32399-7000 850-414-2086
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party.		

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

This contract and its Attachments I – XIV, including any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either written or verbal, between the Parties.

By signing this contract, the Parties agree that they have read and agree to the entire contract.

**IN WITNESS WHEREOF**, the Parties hereto have caused this fifty-eight (58) page contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR: AREAWIDE COUNCIL ON  
AGING OF BROWARD COUNTY, INC.**

*Pauline Grant*

SIGNED BY: Pauline Grant (Jun 29, 2020 12:13 EDT)

NAME: Pauline Grant

TITLE: President

DATE: Jun 29, 2020

**STATE OF FLORIDA,  
DEPARTMENT OF ELDER AFFAIRS**

*Richard Prudom*

SIGNED BY: Richard Prudom (Jun 29, 2020 13:12 EDT)

NAME: RICHARD PRUDOM

TITLE: SECRETARY

DATE: Jun 29, 2020

Federal Tax ID: 59-1529419 001

Duns: 039652961

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## ATTACHMENT I STATEMENT OF WORK

### ***I. SERVICES TO BE PROVIDED***

#### **A. Definitions of Terms**

##### **1. Contract Acronyms**

Activities of Daily Living (ADLs)

Area Agency on Aging (AAA)

Access Priority Consumer List (APCL)

Adult Protective Services (APS)

Adult Protective Services Referral Tracking Tool (ARTT)

Code of Federal Regulations (CFR)

Corrective Action Plan (CAP)

Community Care for the Disabled Adult (CCDA)

Community Care for the Elderly (CCE)

Client Information and Registration Tracking System (CIRTS)

Department of Children and Families (DCF)

Florida Administrative Code (F.A.C.)

Florida Department of Elder Affairs (DOEA or Department)

Florida Statutes (F.S.)

Home Care for Disabled Adults (HCDA)

Instrumental Activities of Daily Living (IADLs)

Notice of Instruction (NOI)

Planning and Service Area (PSA)

Summary of Programs and Services (SOPS)

##### **2. Program Specific Terms**

**Administrative Funding:** Contract dollars that are allocated to support the Contractor's expenses incurred in the management and operation of the CCE Program, as stipulated in this contract.

**Adult Protective Services Referral Tracking Tool (ARTT):** A system designed to track DCF APS referrals to AAAs and CCE Lead Agencies for victims of second party abuse, neglect, and exploitation who need home and community-based services as identified by APS staff.

**Aging Out:** The condition of reaching sixty (60) years of age and being transitioned from DCF's CCDA or HCDA services to DOEA's community-based services.

**Area Plan:** A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system in its PSA in accordance with Section 306 of the Older Americans Act (42 U.S.C. § 3026) and Department instructions. The Area Plan includes performance measures and unit rates per service offered per county.

**Area Plan Update:** A revision to the Area Plan wherein the Contractor enters CCE-specific data in the CIRTS. An update may also include other revisions to the Area Plan as instructed by the Department.

**Department of Elder Affairs Programs and Services Handbook (DOEA Handbook):** An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients of DOEA-funded programs, and providers of program-funded services. An annual update is provided through a NOI.

**Functional Assessment:** A comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement.

**Lead Agency:** An agency designated by the AAA at least every six (6) years through competitive procurement which provides case management to all CCE clients and ensures service integration and coordination of service providers within the community care service system.

**NOI:** DOEA's established method to communicate to the Contractor and subcontractor the requirements to perform specific tasks or activities in a particular manner. NOIs are located on the DOEA website at <http://elderaffairs.state.fl.us/doea/nois.php>.

**Program Highlights:** Success stories, quotes, testimonials, or human-interest vignettes that are used in the SOPS to demonstrate how programs and services help elders, families, and caregivers.

**Summary of Programs and Services (SOPS):** A document produced by DOEA and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

**Vulnerable Adult in Need of Services:** A vulnerable adult who has been determined by a protective investigator to be suffering from the ill effects of neglect not caused by a second party perpetrator and is in need of protective services or other services to prevent further harm.

## **B. General Description**

### **1. General Statement**

The primary purpose of the CCE Program is to prevent, decrease, or delay premature or inappropriate and expensive placement of elders in nursing homes and other institutions.

### **2. Community Care for the Elderly Mission Statement**

The CCE Program assists functionally impaired elderly persons in living dignified and reasonably independent lives in their own homes or in the homes of relatives or caregivers through the development, expansion, reorganization, and coordination of various community-based services. The program provides a continuum of care so that functionally impaired elderly persons age sixty (60) and older may be assured the least restrictive environment suitable to their needs.

### **3. Authority**

The relevant authority governing the CCE Program includes:

- a. Sections 430.201-430.207, F.S.;
- b. Rule Chapter 58C-1, F.A.C.; and
- c. The Catalog of State Financial Assistance (CSFA) Number 65.010.

### **4. Scope of Service**

The Contractor is responsible for the programmatic, fiscal, and operational management of CCE Program. The program services shall be provided in a manner consistent with the Contractor's current Area Plan, as updated, and the current DOEA Handbook, which are hereby incorporated by reference. The Contractor agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Contractor agrees to accept all such amendments and revisions via a NOI.

### **5. Major Program Goals**

The major goals of the CCE Program are to preserve the independence of elders and prevent or delay costlier institutional care through a community care service system that provides case management and other in-home and community services as needed under the direction of a lead agency, and to provide a continuum of service alternatives that meets the diverse needs of functionally-impaired elders.

**C. Clients to be Served****1. General Description**

The CCE Program provides a continuum of services for functionally-impaired elders age sixty (60) and older.

**2. Client Eligibility**

To receive services under this contract, an applicant must:

- a. Be at least sixty (60) years of age and be functionally impaired pursuant to Section 430.203(7), F.S., as determined through the functional assessment and at least an annual reassessment; or
- b. Be aging out as defined in Section I.A.2. of this contract.
- c. Clients cannot be dually enrolled in the CCE Program and a Medicaid-capitated long-term care program.

**3. Targeted Groups**

Priority for services provided under this contract shall be given to those eligible persons assessed to be at risk of placement in an institution or who are abused, neglected, or exploited.

**4. Client Determination**

The Department shall have final authority for the determination of client eligibility.

**II. MANNER OF SERVICE PROVISION****A. Service Tasks**

To achieve the goals of the CCE Program, the Contractor shall perform, or ensure that its subcontractors perform, the following tasks:

**1. Client Eligibility Determination**

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in Section I.C.2.

**2. Assessment and Prioritization of Service Delivery for New Clients**

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

- a. DCF APS High Risk individuals: The Contractor shall ensure that pursuant to Section 430.205(5)(a), F.S., those elderly persons who are determined by DCF APS to be vulnerable adults in need of services, pursuant to Section 415.104(3)(b), or to be victims of abuse, neglect, or exploitation who need immediate services to prevent further harm, and are referred by APS, shall be given primary consideration for receiving CCE services. As used in this subsection, "primary consideration" means that an assessment and services must commence within seventy-two (72) hours after referral to the Department or as established in accordance with local protocols developed between Department service contractors and APS. The Contractor shall follow guidelines for DCF APS High Risk referrals established in the APS Operations Manual, which is incorporated by reference.
- b. For DCF APS Low, Intermediate, and High-Risk Referrals for individuals enrolled in a Medicaid long-term care program at the time of referral to the Contractor or subcontractor, the Contractor shall:
  - i. Ensure that the intake entity contacts and notifies the DCF APS protective investigator that the referral was not accepted because the referred individual is enrolled in a Medicaid long-term care program; and
  - ii. Ensure that the intake entity notes that the referred individual is enrolled in a Medicaid long-term care program in the ARTT as the reason for rejection.
- c. Imminent Risk individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.

- d. Aging Out individuals: Individuals receiving CCDA and HCDA services through DCF's Adult Services transitioning to community-based services provided through the Department when DCF's services are not currently available.
- e. Service priority for individuals not included in a., c., or d. above, regardless of referral source, will be determined through the Department's functional assessment administered to each applicant, to the extent funding is available. The Contractor shall ensure that priority is given to applicants at the higher levels of frailty and risk of nursing home placement. For individuals assessed at the same priority and risk of nursing home placement, priority will be given to applicants with the lesser ability to pay for services.

### **3. Referrals for Medicaid Waiver Services**

- a. The Contractor must require subcontractors, through the performance of the client assessment, to identify potential Medicaid eligible CCE clients and to refer these individuals for application for Medicaid Waiver services.
- b. The Contractor must require individuals who have been identified as being potentially Medicaid Waiver eligible to apply for Medicaid Waiver services to receive community-based services. These individuals may only receive CCE services while the Medicaid Waiver eligibility determination is pending. If the client is found ineligible for Medicaid Waiver services for any reason other than failure to provide required documentation, then the individual may continue to receive CCE services.
- c. The Contractor must advise individuals who have been identified as being potentially Medicaid Waiver eligible of the responsibility to apply for Medicaid Waiver services as a condition of receiving CCE services while the eligibility determination is being processed.

### **4. Program Services**

The Contractor shall ensure the provision of program services is consistent with the Contractor's current Area Plan, as updated and approved by the Department, and the current DOEA Handbook.

## **B. Use of Subcontractors**

If this contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the subcontractor. If any circumstance occurs that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or the performance of the subcontractor, the Contractor shall notify the Department's Contract Manager and the Department's Chief Financial Officer in writing of such delay. The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor agreement executed before the subcontractor performs such services. The Department will not be responsible or liable for any obligations or claims resulting from such action.

### **1. Copies of Subcontracts**

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

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

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

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

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

**C. Staffing Requirements****1. Staffing Levels**

The Contractor shall dedicate its own staff as necessary to meet the obligations of this contract and ensure that subcontractors dedicate adequate staff accordingly.

**2. Professional Qualifications**

The Contractor shall ensure that the staff responsible for performing any duties or functions within this contract have the qualifications as specified in the current DOEHA Handbook.

**3. Service Times**

The Contractor shall ensure the availability of services listed in this contract at times appropriate to meet client service needs including, at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

**D. Deliverables**

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

**1. Delivery of Service to Eligible Clients**

The Contractor shall ensure the provision of a continuum of services that meets the diverse, individual, and assessed needs of each functionally-impaired elder. The Contractor shall ensure that performance and reporting of the following services are in accordance with the Contractor's current Department-approved Area Plan, the current DOEHA Handbook, and Section II.A.1.-4., of this contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The services include the following categories:

**a. Core Services for Programmatic Operation**

The Contractor shall ensure that core services include a variety of home-delivered services, day care services, and other basic services that are most needed to prevent unnecessary institutionalization. The Contractor shall not directly provide core services to clients. Core services, to be provided at the unit rate identified in the Contractor's Area Plan, as updated, include the following:

- |                               |                               |
|-------------------------------|-------------------------------|
| (1) Adult Day Care;           | (8) Housing Improvement;      |
| (2) Chore Services;           | (9) Legal Assistance;         |
| (3) Companionship;            | (10) Pest Control Services;   |
| (4) Escort;                   | (11) Respite Services;        |
| (5) Financial Risk Reduction; | (12) Shopping Assistance; and |
| (6) Home Delivered Meals;     | (13) Transportation.          |
| (7) Homemaker;                |                               |

**b. Health Maintenance Services**

The Contractor shall ensure that health maintenance services are made available as necessary to help maintain the health of functionally-impaired elders. These services are limited to medical therapeutic services and non-medical prevention services. Typical services to be provided at the unit rate identified in the Contractor's Area Plan, as updated, include the following:

- |                                |                                |
|--------------------------------|--------------------------------|
| (1) Adult Day Health Care;     | (8) Nutrition Counseling;      |
| (2) Emergency Alert Response;  | (9) Occupational Therapy;      |
| (3) Gerontological Counseling; | (10) Personal Care;            |
| (4) Health Support;            | (11) Physical Therapy;         |
| (5) Home Health Aide;          | (12) Skilled Nursing Services; |

(6) Medication Management;

(13) Specialized Medical Equipment,  
Services, and Supplies; and(7) Mental Health  
Counseling/Screening;

(14) Speech Therapy.

**c. Other Support Services**

The Contractor shall ensure that support services expand the continuum of care options to assist functionally-impaired elders and their caregivers. Support services to be provided at the unit rate identified in the Contractor's Area Plan, as updated, include the following:

(1) Caregiver Training/Support;

(4) Intake;

(2) Case Aid;

(5) Material Aid; and

(3) Case Management;

(6) Other services, as approved by the Department.

**2. Service Units**

The Contractor shall ensure that the provision of services described in this contract is in accordance with the current DOEA Handbook and the service tasks described in Section II.A. Attachment XIV, Service Rate Report, lists the services that can be performed, the highest reimbursement unit rate, the method of payment, and the service unit type. Units of service will be paid pursuant to the rate established in the Contractor's Area Plan as updated, as shown in Attachment XIV, and approved by the Department.

**3. Administrative Responsibilities**

The Contractor shall provide management and oversight of CCE Program operations in accordance with the current DOEA Handbook and the Department-approved Contractor's Area Plan and Cost Analysis. Management and oversight of CCE Program operations include the following:

- a. Developing a competitive solicitation process for allocation of CCE funds, including appeal procedures for handling disputes involving the Lead Agency;
- b. Developing an Area Plan and updating it annually, at a minimum, as directed by the Department;
- c. Designating appropriate and capable Lead Agencies and establishing vendor agreements at the AAA level, when applicable for Lead Agency and CCE services according to manuals, rules, and agreement procedures of DOEA;
- d. Providing technical assistance and training to Lead Agencies, subcontractors, and vendors to ensure provision of quality services;
- e. Monitoring and evaluating Lead Agencies, subcontractors, and vendors for fiscal, administrative, and programmatic compliance;
- f. Appropriately and timely submitting payments to subcontractors;
- g. Arranging in-service training for Lead Agencies at least annually;
- h. Establishing procedures for handling recipient complaints and ensuring that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, Contractor and direct service worker complaints, and any other issues related to complaints (other than termination, suspension or reduction in services) that require the grievance process as described in Appendix D of the current DOEA Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint;
- i. Ensuring compliance with CIRTIS regulations;
- j. Monitoring performance objective achievements in accordance with targets set by the Department; and
- k. Conducting annual client satisfaction surveys to evaluate and improve service delivery.

**E. Reports**

The Contractor shall respond within ten (10) business days, or within deadlines established by the Department, to the Department's request for routine and/or special requests for information and ad hoc reports. The Contractor

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

### **1. Area Plan Update and All Revisions Thereto**

The Contractor is required to submit an Area Plan and an annual update wherein the Contractor enters CCE-specific data in the CIRTS. The Contractor may also be required to submit revisions to the Area Plan as instructed by the Department.

### **2. CIRTS Reports**

The Contractor shall ensure timely input of CCE-specific data into CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS-generated reports which include the following:

- a. Client Reports;
- b. Monitoring Reports;
- c. Services Reports;
- d. Miscellaneous Reports;
- e. Fiscal Reports;
- f. Aging and Disability Resource Center Reports; and
- g. Outcome Measurement Reports.

### **3. Annual Service Cost Reports**

The Contractor shall require subcontractors to submit Annual Service Cost Reports, which reflect the actual costs of providing each service by program. The Contractor shall submit to the Department's Contract Manager an Annual Service Cost Report by May 1, 2021.

### **4. Surplus/Deficit Reports**

The Contractor shall submit a Consolidated Surplus/Deficit Report, in a format provided by the Department, to the Department's Contract Manager by the 25th of each month. This Consolidated Surplus/Deficit Report is for all agreements and contracts between the Contractor and the Department and must include the following:

- a. A list of all subcontractors and their current status regarding surplus/deficit;
- b. The Contractor's detailed plan on how the surplus/deficit spending exceeding the threshold specified by the Department will be resolved;
- c. Recommendations to transfer funds within the PSA or to other AAAs to resolve surplus/deficit spending;
- d. Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;
- e. Number of clients currently on the APCL that receive a priority ranking score of 4 or 5; and
- f. Number of clients currently on the APCL designated as Imminent Risk.

### **5. Cost Analysis**

The Contractor shall submit a completed DOEA Cost Analysis for Non-Competitively Procured Contracts in Excess of Category II to the Department's Contract Manager by June 30<sup>th</sup> of each year.

### **6. Co-Pay Collections Report**

The Contractor shall submit a consolidated annual co-payment collections report to the Department's Contract Manager by August 30, 2020, using Attachment 5, located in Appendix B of the current DOEA Handbook.

### **7. Program Highlights**

The Contractor shall submit Program Highlights referencing specific events that occurred in SFY/FFY 2019-2020 by September 15, 2020. The Contractor shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, to

identify the specific individual or entity that performed the activity described in the highlight. The Contractor shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Department.

## **F. Records and Documentation**

### **1. Requests for Payment**

The Contractor shall maintain documentation to support Requests for Payment (Attachment XI) that shall be available to the Department or authorized individuals, such as the Department of Financial Services (DFS), upon request.

### **2. CIRTs Data and Maintenance**

The Contractor shall ensure monthly collection and maintenance of client and service information in CIRTs or any such system designated by the Department.

### **3. CIRTs Address Validation**

The Contractor shall work with the Department to ensure client addresses are correct in CIRTs for disaster preparedness efforts. At least annually, and more frequently as needed, the Department will provide direction on how to validate CIRTs addresses to ensure these can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped and the Contractor will be responsible for working with the Lead Agencies to correct addresses, and send a list to the Department with confirmed addresses. The Department will use this information to update maps, client rosters, and unmatched addresses to disseminate to the Lead Agencies.

### **4. Data Integrity and Back up Procedures**

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

### **5. Policies and Procedures for Records and Documentation**

The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors. These policies and procedures shall be made available to the Department upon request.

## **G. Performance Specifications**

### **1. Outcomes and Outputs (Performance Measures)**

The Contractor must:

- a. Ensure the prioritization of clients and provision of services to clients in accordance with Section II.A.2. of this contract;
- b. Ensure the provision of the services described in this contract are in accordance with the current DOEA Handbook and Section II.A.1.-4 and Section II.D.1.-3. of this contract;
- c. Timely and accurately submit to the Department all required documentation and reports described in Section II.E.;
- d. Timely and accurately submit to the Department Attachments XI, XII, and XIII, and supporting documentation, in accordance with Attachment X, Invoice Report Schedule; and
- e. Develop and document strategies in the Area Plan to support the Department's standard of performance achievement, including increases for the following:
  - i. Percentage of most frail elders who remain at home or in the community instead of going into a nursing home;
  - ii. Percentage of active clients eating two or more meals per day;



- iii. Percentage of new service recipients whose ADL assessment score has been maintained or improved;
  - iv. Percentage of new service recipients whose IADL assessment score has been maintained or improved;
  - v. After service intervention, the percentage of caregivers who self-report being very confident about their ability to continue to provide care;
  - vi. Percentage of clients who are at imminent risk of nursing home placement who are served with community-based services;
  - vii. Percentage of APS referrals who need immediate services to prevent further harm who are served within seventy-two (72) hours; and
  - viii. Percentage of elders assessed with high or moderate risk environments who improved their environment score.
2. The Contractor's performance of the measures in Section II.G.1. above will be reviewed and documented in the Department's Annual Programmatic Monitoring Report.

### 3. **Monitoring and Evaluation Methodology**

The Department will review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor through telephone, in writing, and/or on-site visit(s). The primary, secondary, or signatory of the contract must be available for any on-site programmatic monitoring visit. The Department's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Department in monitoring the progress of completion of the service tasks and deliverables. The Department may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled, and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor's reports;
- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and
- j. Other procedures as deemed necessary by the Department.

## H. **Contractor Responsibilities**

### 1. **Contractor Accountability**

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

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

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

**I. Department Responsibilities****1. Department Obligations**

The Department may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this contract. The Department's technical support and/or assistance, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.

**2. Department Determinations**

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

**III. METHOD OF PAYMENT****A. Payment Methods Used**

The method of payment for this contract is a combination of fixed-fee/unit rate, cost reimbursement, and advance payments, subject to the availability of funds and Contractor performance. The Department will pay the Contractor upon satisfactory completion of the Tasks/Deliverables, as specified in Section II.D., and in accordance with other terms and conditions of this contract.

**1. Fixed Fee/Unit Rate**

Payment for Fixed Fee/Unit Rates shall not exceed amounts established in the Service Rate Report (Attachment XIV) per unit of service.

**2. Cost Reimbursement**

Payment may be authorized only for allowable expenditures which are in accordance with the services specified in the Service Rate Report (Attachment XIV). All Cost Reimbursement Requests for Payment must include a Receipt and Expenditure Report (Attachment XII) as well as a Cost Reimbursement Summary form (Attachment XIII), beginning with the first month of this contract. Reimbursement amounts for administrative costs must be reflected on the Cost Reimbursement Summary form (Attachment XIII) and include only items contained on the Contractor's Cost Analysis form. The Department reserves the right to review supporting documentation for any cost reimbursement requests.

**3. Advance Payments**

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department by the State of Florida (budget release). The Contractor's requests for advance payments require the written approval of the Department's Contract Manager. For the first month's advance request, the Contractor shall provide to the Department's Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month. If sufficient budget is available, and the Department's Contract Manager, in his or her sole discretion, has determined that there is justified need for an advance, the Department will issue approved advance payments after July 1st of the contract year.

- a. Any advance payments the Contractor requests for subcontractors must be distributed within seven (7) days of receipt of payment from the Department. The Contractor shall submit to the Department documentation to support full distribution of advanced funds with Report Number 5, due to the Department on October 25, 2020, in accordance with the Invoice Report Schedule (Attachment X).
- b. All advance payments retained by the Contractor must be fully expended no later than September 30, 2020. Any portion of advance payments not expended must be recouped on the Request for Payment (Attachment XI), Report Number 5, due to the Department on October 25, 2020, in accordance with the Invoice Report Schedule (Attachment X).

- c. All advance payments made to the Contractor shall be reimbursed to the Department as follows: At least one-tenth of the advance payment received shall be reported as an advance recoupment on each Request for Payment (Attachment XI), starting with Report Number 5, in accordance with the Invoice Report Schedule (Attachment X).

## **B. Funding Distribution**

The Contractor agrees to distribute funds as detailed in the Area Plan update and the Annual Budget Summary (Attachment IX). Any changes in the total amounts of the funds identified on the Annual Budget Summary form require a contract amendment.

## **C. Method of Invoice Payment**

Payment shall be made upon the Contractor's presentation of an invoice subsequent to the acceptance and approval by the Department of the deliverables shown on the invoice. The form and substance of each invoice submitted by the Contractor shall be as follows:

1. Have a Remittance Address that corresponds exactly to the "Remit To" address provided to MyFloridaMarketPlace (MFMP) during registration;
2. Request payment monthly for the units of services established in the Contractor's approved Area Plan, provided in conformance with the requirements as described in the current DOEA Handbook, at the rates established in the Service Rate Report (Attachment XIV) of the contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. Reimbursement amounts for administrative costs must be reflected on the Cost Reimbursement Summary form (Attachment XIII) and include only items contained on the Contractor's Cost Analysis form. Any requested changes to the approved budget subsequent to the execution of this contract must be submitted to the Department's Contract Manager for written approval. Any change to the total contract amount requires a formal contract amendment;
3. The Contractor shall consolidate all subcontractors' Requests for Payment and Expenditure Reports that support Requests for Payment and shall submit the consolidated information to the Department using forms Request for Payment (Attachment XI), Receipt and Expenditure Report (Attachment XII), and Cost Reimbursement Summary (Attachment XIII) for services and administrative expenses, which must include itemized expenditure categories; and
4. All Requests for Payment shall be based on the submission of monthly Receipt and Expenditure Reports beginning with the first month of this contract. The schedule for submission of advance requests (when available) and invoices is set forth in the Invoice Report Schedule (Attachment X).

## **D. Payment Withholding**

Any payment due by the Department under the terms of this contract may be withheld pending the receipt and approval by the Department of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved.

## **E. Final Invoice Instructions**

The Contractor shall submit the final Request for Payment to the Department no later than August 15, 2021.

## **F. CIRTIS Data Entries for Subcontractors**

The Contractor shall require subcontractors to enter all required data for clients and services in the CIRTIS database in accordance with the current DOEA Handbook and the CIRTIS User Manual – Aging Provider Network users (located in Documents on the CIRTIS Enterprise Application Services). Subcontractors must enter this data into the CIRTIS prior to submitting their Requests for Payment and Expenditure Reports to the Contractor. The Contractor shall establish deadlines for completing CIRTIS data entry and ensure compliance with due dates for the Requests for Payment and Receipt and Expenditure reports that Contractor must submit to the Department.

## **G. Subcontractors' Monthly CIRTIS Reports**

The Contractor shall require subcontractors to run monthly CIRTIS reports and to verify that client and service data in the CIRTIS is accurate. This report must be submitted to the Contractor with the monthly Request for Payment

and Receipt and Expenditure Report and must be reviewed by the Contractor before the subcontractor's Request for Payment and Receipt and Expenditure Reports can be approved by the Contractor.

## **H. Corrective Action Plan**

1. Contractor shall ensure one hundred percent (100%) of the deliverables identified in Section II.D.1.-3. of this contract are performed pursuant to contract requirements.
2. If at any time the Contractor is notified by the Department's Contract Manager that it has failed to correctly, completely, and/or adequately perform contract deliverables identified in Section II.D.1.-3. of this contract, the Contractor will have ten (10) days to submit a CAP to the Department's Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within the time approved by the Department's Contract Manager. The Department shall assess a Financial Consequence for Non-Compliance on the Contractor as referenced in Section III.I. of this contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Department will also assess a financial consequence for failure to timely submit a CAP.
3. If the Contractor fails to correct an identified deficiency within the approved time specified in the CAP, the Department shall deduct the percentage established in Section III.I. of this contract from the payment for the invoice of the following month.
4. If the Contractor fails to timely submit a CAP, the Department shall deduct the percentage established in Section III.I. of this contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

## **I. Financial Consequences**

The Department will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Department according to the requirements referenced in Section II.D. of this contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in Section II.D. of this contract:

1. Delivery of services to eligible clients as referenced in Section II.A.1.-2. and Section II.D.1 of this contract – Failure to comply with established assessment and prioritization criteria, as evidenced by CIRT reports, will result in a two percent (2%) reduction of payment per business day. The reduction of payment will begin on the first business day following the Department's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Department-approved CAP, referenced in Section III.H.;
2. Services and units of services as referenced in Section II.D.2. of this contract – Failure to provide services in accordance with the current DOEA Handbook, the service tasks described in Section II.A., and the Service Rate Report (Attachment XIV), and/or failure to submit required documentation will result in a two percent (2%) reduction of payment per business day. The reduction of payment will begin the first business day following the Department's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Department approved CAP, referenced in Section III.H.;
3. Administrative duties as referenced in Section II.D.3. of this contract – Failure to perform management and oversight of CCE Program operations will result in a two percent (2%) reduction of payment per business day. The reduction of payment will begin the first business day following the Department's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Department-approved CAP, referenced in Section III.H.;
4. Timely submission of a CAP – Failure to timely submit a CAP within ten (10) business days after notification of a deficiency by the Department's Contract Manager will result in a two percent (2%) reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Department's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Department-approved CAP, referenced in Section III.H.; and
5. Exceptions may be granted solely, in writing, by the Department's Contract Manager.

**IV. SPECIAL PROVISIONS****A. Final Budget and Funding Revision Requests**

Final requests for budget revisions or adjustments to contract funds based on expenditures for provided services must be submitted to the Department's Contract Manager in writing no later than June 30, 2021; email requests are considered acceptable.

**B. Contractor's Financial Obligations****1. Matching, Level of Effort, and Earmarking Requirement**

The Contractor must provide a match of at least ten percent (10%) of the cost for all CCE services. The match must be made in the form of cash and/or in-kind resources. At the end of the contract period, all CCE funds expended must be properly matched. State funds shall not be used to match another state-funded program.

**2. Cost Sharing and Co-Payments**

Pursuant to Section 430.204(8), F.S., and Rule 58C-1.007, F.A.C., the dollar amount for co-payments associated with CCE must be calculated by applying the current federal poverty guidelines published by the U.S. Department of Health and Human Services.

- a. No co-payments will be assessed on a client whose income is at, or below, the federal poverty level (FPL) as established each year by the U.S. Department of Health and Human Services.
- b. No client may have their services terminated for inability to pay their assessed co-payment. The Contractor, in conjunction with provider agencies, must establish procedures to remedy financial hardships associated with co-payments and ensure there is no interruption in service(s) for inability to pay. If a client's co-payment is reduced or waived entirely, a written explanation for the change must be placed in the client file.
- c. Co-payments include only the amounts assessed to consumers by subcontractors or the amounts consumers opt to contribute in lieu of an assessed co-payment. The consumer's contribution must be equal to or greater than the assessed co-payment. Co-payments collected in the CCE Program can be used as part of the local match, as detailed above in Section IV.B.1.

**3. Use of Service Dollars and Management of the Assessed Priority Consumer List**

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

**4. Contract Limits**

In no case shall the Contractor be required to incur costs in excess of the contract amount in providing services to clients.

**C. Remedies for Nonconforming Services**

1. The Contractor shall ensure that all goods and/or services provided under this contract are delivered timely, completely, and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. The Contractor's signature on the Request for Payment form certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Department requires immediate notice of any significant and/or systemic infractions that compromise the quality, security, or continuity of services to clients.

**D. Incident Reporting**

The Contractor shall notify the Department immediately but no later than forty-eight (48) hours from the Contractor's awareness or discovery of changes that may materially affect the Contractor or any subcontractor's

ability to perform the services required to be performed under this contract and in authorizing proviso. Such notice shall be made orally to the Department's Contract Manager (by telephone) with an email to immediately follow, including the Contractor's plan for provision of services authorized in proviso.

#### **E. Investigation of Criminal Allegations**

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency must be sent to the Department. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Contractor shall notify the Inspector General at the Department immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Department's Inspector General with a summary of the investigation and allegations.

#### **F. Volunteers**

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service).

#### **G. Enforcement**

1. In accordance with Section 430.04, F.S., the Department shall rescind designation of an area agency on aging or take intermediate measures against the Contractor, including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by the Department, placement on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S., if the Department finds that any of the following have occurred:
  - a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program;
  - b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
  - c. The Contractor has committed multiple or repeated violations of legal and regulatory requirements or Department standards;
  - d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
  - e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this contract with the Department or has exceeded its authority or otherwise failed to adhere to the provisions specifically provided by statute or rule adopted by the Department;
  - f. The Contractor has failed to properly determine client eligibility as defined by the Department or efficiently manage program budgets; or
  - g. The Contractor has failed to implement and maintain a Department-approved client grievance resolution procedure.
2. In making any determination under this provision, the Department may rely upon findings of another state or federal agency or other regulatory body. Any claims for damages for breach of contract are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Leon County, Florida. In the event the Department initiates action to rescind an area agency on aging designation, the Department shall follow the procedures set forth in 42 U.S.C. § 3025(b).

#### **H. Contract Modifications**

The Department's Contract Manager has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the Department's Contract Manager, in writing, prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by the

Department's Contract Manager to the Contractor and are subject to the discretion of the Department's Contract Manager. The requests and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.

***END OF ATTACHMENT***

## **ATTACHMENT II**

### **FINANCIAL AND COMPLIANCE AUDIT**

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

#### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Department staff, limited scope audits and/or other procedures. By entering into this contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### **AUDITS**

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the Department by this contract. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department shall be fully disclosed in the audit report with reference to the Department contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Department in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor's fiscal year end.

##### **PART II: STATE FUNDED**



This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through the Department by this contract. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

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

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

Copies of financial reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR § 200.512 by or on behalf of the Contractor directly to each of the following:

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

Pursuant to 2 CFR § 200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor directly to the Department.

**Florida Department of Elder Affairs  
Attn: Audit Repository  
4040 Esplanade Way, Suite 235S  
Tallahassee, Florida 32399-7000**

Additionally, copies of financial reporting packages required by this contract's Financial Compliance Audit Attachment, Part II, shall be submitted by or on behalf of the Contractor directly to each of the following:

The Department at the following address:

**Florida Department of Elder Affairs  
Attn: Audit Repository  
4040 Esplanade Way, Suite 235S  
Tallahassee, Florida 32399-7000**

The Auditor General's Office at the following address:

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

Any reports, management letters, or other information required to be submitted to the Department pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200 or Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

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

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six (6) years from the date the audit report is issued, and shall allow the Department or its designee, the CFO, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Department.

**ATTACHMENT II-EXHIBIT 1****PART I: AUDIT RELATIONSHIP DETERMINATION**

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.38 and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

- \_\_\_\_ Vendor not subject to 2 CFR § 200.38 and/or Section 215.97, F.S.  
 \_\_\_\_ Recipient/sub-recipient subject to 2 CFR §§ 200.86 and 200.93 and/or Section 215.97, F.S.  
 \_\_\_\_ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and/or state financial assistance, and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and/or 2 CFR § 200.330 [federal awards].

**PART II: FISCAL COMPLIANCE REQUIREMENTS**

**FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS.** Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules, and regulations:

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

- 2 CFR § 200.416 - § 200.417 – Special Considerations for States, Local Governments, and Indian Tribes\*
- 2 CFR § 200.201 – Administrative Requirements\*\*
- 2 CFR § 200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations

**NON-PROFIT ORGANIZATIONS MUST FOLLOW:**

- 2 CFR § 200.400 - § 200.411 – Cost Principles\*
- 2 CFR § 200.100 – Administrative Requirements
- 2 CFR § 200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations

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

- 2 CFR § 200.418 – § 200.419 – Special Considerations for Institutions of Higher Education\*
- 2 CFR § 200.100 – Administrative Requirements
- 2 CFR § 200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations

\*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5)(c).

\*\*For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

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

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement

Reference Guide for State Expenditures

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

**ATTACHMENT II-EXHIBIT 2**  
**FUNDING SUMMARY (2020 - 2021)**

**Note:** Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

**1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT  
 CONSIST OF THE FOLLOWING:**

<b>GRANT AWARD (FAIN#):</b>		<b>FEDERAL AWARD DATE:</b>	
<b>DUNS NUMBER:</b>			
<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CFDA</b>	<b>AMOUNT</b>
<b>TOTAL FEDERAL AWARD</b>			

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

**FEDERAL FUNDS:**

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

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS**

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

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

<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CSFA</b>	<b>AMOUNT</b>
Community Care for the Elderly	General Revenue	65.010	\$6,578,706.00
<b>TOTAL AWARD</b>			<b>\$6,578,706.00</b>

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

**STATE FINANCIAL ASSISTANCE**

Sections 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., State Projects Compliance Supplement  
 Reference Guide for State Expenditures  
 Other fiscal requirements set forth in program laws, rules, and regulations

### ATTACHMENT III

#### CERTIFICATIONS AND ASSURANCES

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

- A. **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. **Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. **Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. **Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreements**
- H. **Verification of Employment Status Certification**
- I. **Records and Documentation**
- J. **Certification Regarding Inspection of Public Records**

#### A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

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

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

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

#### B. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan,

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

**C. NON- DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).** - As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity.

Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

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

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

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

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

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

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

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

**F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.**

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Department terminating this contract and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

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

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

1. The Contractor and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified



to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If this contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this contract warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

## H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

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

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

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

## I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Department staff and/or any party designated by the Department any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards.

## J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Section 10 of the Standard Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Department is named in the civil action, Contractor agrees to indemnify and hold harmless the Department for any costs incurred by the Department and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
  - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of Elder Affairs)** are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does ☐ does not ☐ provide for institutional memberships.

Contractor's signature below attests that records pertaining to the dues or membership application by the Department are available for inspection if applicable, as stated above.

By execution of this contract, Contractor must include these provisions (A-J) in all related subcontract agreements (if applicable).

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

<u><i>Pauline Grant</i></u> <small>Pauline Grant (Jun 29, 2020 12:13 EDT)</small>	Ms	5300 Hiatus Road
Signature and Title of Authorized Representative		Street Address
President	Jun 29, 2020	Sunrise FL 33351
Contractor	Date	City, State, Zip code

## ATTACHMENT IV ASSURANCES— NON-CONSTRUCTION PROGRAMS

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

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

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

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

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-contracts.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b> <i>Pauline Grant</i> <small>Pauline Grant (Jun 29, 2020 12:13 EDT)</small>	<b>TITLE</b> President	
<b>APPLICANT ORGANIZATION</b> Area Agency on Aging Broward County		<b>DATE SUBMITTED</b> Jun 29, 2020

**ATTACHMENT V**  
**FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST**

Program/Facility Name	County	AAA/Contractor
Address	Completed By	
City, State, Zip Code	Date	Telephone

**PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.**

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

For questions 2-5 please indicate the following:		Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
2. Population of area served	Source of data:								
3. Staff currently employed	Effective date:								
4. Clients currently enrolled/registered	Effective date:								
5. Advisory/Governing Board if applicable									

**PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE. IF N/A or NO, EXPLAIN.**

6. Is an Assurance of Compliance on file with DOEA?

N/A YES NO  
☐ ☐ ☐

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

N/A YES NO  
☐ ☐ ☐

8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability?

N/A YES NO  
☐ ☐ ☐

9. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability?

N/A YES NO  
☐ ☐ ☐

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability?

N/A YES NO  
☐ ☐ ☐

11. Is the program/facility accessible to non-English speaking clients?

N/A YES NO  
☐ ☐ ☐

12. Are employees, applicants and participants informed of their protection against discrimination? If YES, how?

N/A YES NO  
☐ ☐ ☐

Verbal ☐ Written ☐ Poster ☐

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

N/A NUMBER

☐ \_\_\_\_\_

14. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?

N/A YES NO

☐ ☐ ☐

**PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES. IF NO, EXPLAIN.**

15. Has as a self-evaluation been conducted to identify any barriers to serving disabled individuals and to make any necessary modifications?

YES NO

☐ ☐

16. Is there an established grievance procedure that incorporates due process in the resolution of complaints?

YES NO

☐ ☐

17. Has a person been designated to coordinate Section 504 compliance activities?

YES NO

☐ ☐

18. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability?

YES NO

☐ ☐

19. Are auxiliary aids available to ensure accessibility of services to hearing and sight-impaired individuals?

YES NO

☐ ☐

**PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.**

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

YES NO

☐ ☐

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

☐
☐

**ATTACHMENT V**  
**INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST**

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race, sex, disability, and over the age of 40. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex, disability, and over the age of 40. Include the date that enrollment was counted.
  - a. Where there is a significant variation between the race, sex, or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the contract language for DOE/EA Recipients and their Sub-grantees. 45 CFR § 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR § 80.3(a) and 45 CFR § 80.1.
9. Participants or clients must be provided services such as medical, nursing, and dental care, laboratory services, physical and recreational therapies, counseling, and social services without regard to race, sex, color, national origin, religion, age, or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR § 80.3(b).
10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR § 80.3(a).
11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR § 80.3(a).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.

13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement, termination, etc.). Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).
14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps, and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, and information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
15. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
  - a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
  - b. Modify policies and practices that do not meet Section 504 requirements;
  - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
  - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailed and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
20. Programs or facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.



**ATTACHMENT VI  
CONTRACTOR'S STATE CONTRACT LIST**

## Contractor's State Contract List

**REPORT PERIOD:**

From: \_\_\_\_\_

To: \_\_\_\_\_

**CONTRACTOR INFORMATION:**

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

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

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

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

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

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

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

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

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

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

ATTACHMENT VII  
BACKGROUND SCREENING



**BACKGROUND SCREENING**  
**Affidavit of Compliance - Employer**

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

- The term “employer” means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging/Aging (and Disability) Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is “a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client’s living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers.” § 430.0402(1)(b), Fla. Stat.

**ATTESTATION:**

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

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

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

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

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

\_\_\_\_\_  
Notary Public

**ATTACHMENT VIII**  
**CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES (CMBE FORM)**  
*CMBE FORM MUST ACCOMPANY INVOICES SUBMITTED TO DOEA*

**CONTRACTOR NAME:** \_\_\_\_\_

**DOEA CONTRACT NUMBER:** \_\_\_\_\_

**\*REPORTING PERIOD-FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**\*(DATE RANGE OF RENDERED SERVICES, MUST MATCH INVOICE SUBMITTED TO DOEA)**

**DOEA CONTRACT MANAGER:** \_\_\_\_\_

**REPORT ALL EXPENDITURES MADE TO CERTIFIED MINORITY BUSINESS (SUBCONTRACTORS).**

*CONTACT DOEA CMBE COORDINATOR FOR ANY QUESTIONS, AT 850-414-2153.*

<u>SUBCONTRACTOR NAME</u>	<u>SUBCONTRACTOR'S FEID</u>	<u>CMBE</u>	<u>EXPENDITURES</u>

**DOEA USE ONLY -- REPORTING ENTITY (DIVISION, OFFICE, ETC)**

SEND COMPLETED FORMS VIA INTEROFFICE MAIL TO: JUSTIN TAYLOR

CMBE COORDINATOR, CONTRACT ADMINISTRATION & PURCHASING, TALLAHASSEE, FLORIDA 32399-7000.

If unsure if subcontractor is a certified minority supplier, click on the hyperlink below. Enter the name of the supplier, click “search”. Only Certified Minority Business Entities will be displayed.

<https://osd.dms.myflorida.com/directories>

*INSTRUCTIONS*

- (A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOEA CONTRACT.
- (B) ENTER THE DOEA CONTRACT NUMBER.
- (C) ENTER THE SERVICE PERIOD MATCHING THE CURRENT INVOICE’S SERVICE PERIOD.
- (D) ENTER ALL CERTIFIED MINORITY BUSINESS EXPENDITURES FOR THE TIME PERIOD COVERED BY THE INVOICE:
  - 1. ENTER CERTIFIED MINORITY BUSINESS NAME.
  - 2. ENTER THE CERTIFIED MINORITY BUSINESS FEID NUMBER.
  - 3. ENTER THE CERTIFIED MINORITY BUSINESS CMBE NUMBER.
  - 4. ENTER THE AMOUNT EXPENDED WITH THE CERTIFIED MINORITY BUSINESS FOR THE TIME PERIOD COVERED BY THE INVOICE.
- (E) MBE FORM MUST ACCOMPANY INVOICE PACKAGE SUBMITTED TO DOEA FINANCIAL ADMINISTRATION FOR PROCESSING.
- (F) FINANCIAL ADMINISTRATION WILL FORWARD ALL COMPLETED CMBE FORMS TO CONTRACT ADMINISTRATION & PURCHASING OFFICE.

**ATTACHMENT IX**  
**ANNUAL BUDGET SUMMARY**

<b>1. CCE Services</b>	<b>\$6,544,671.00</b>
<b>2. Area Agency Administration</b>	<b>\$34,035.00</b>
<hr/>	
<b>Total</b>	<b>\$6,578,706.00</b>

## ATTACHMENT X

### INVOICE REPORT SCHEDULE

Report Number	Based On	Submit to State on this Date
1	July Advance*	July 1
2	August Advance*	July 1
3	July Invoice	August 25
4	August Invoice	September 25
5	September Invoice	October 25
6	October Invoice	November 25
7	November Invoice	December 25
8	December Invoice	January 25
9	January Invoice	February 25
10	February Invoice	March 25
11	March Invoice	April 25
12	April Invoice	May 25
13	May Invoice	June 25
14	June Invoice	July 25
15	Final Invoice	August 15
16	Closeout Report	August 31

Legend:      \* Advance based on projected cash need.

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

Note # 2:      Report numbers 5 through 14 shall reflect an adjustment of at least one-tenth of the total advance amount, on each of the reports, repaying advances issued the first two months of the agreement. The adjustment shall be recorded in Part C, 1 of the report (Attachment XI).

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

## ATTACHMENT XI REQUEST FOR PAYMENT

### COMMUNITY CARE FOR THE ELDERLY

RECIPIENT NAME, ADDRESS, PHONE# and FEID#	TYPE OF PAYMENT :  Regular _____  Advance _____	Contract # _____ Contract Period _____ Report Period _____ Report # _____ Invoice # _____ PSA _____	
CERTIFICATION: I hereby certify to the best of my knowledge that this request or refund conforms with the terms and the purposes of the above contract.  Prepared by: _____ Date: _____ Approved by: _____ Date: _____			
PART A: BUDGET SUMMARY	CCE Admin.	CCE Services	TOTAL
1. Approved Contract Amount	\$ 0.00	\$ 0.00	\$ 0.00
2. Previous Funds Received for Contract Period	\$ 0.00	\$ 0.00	\$ 0.00
3. Contract Balance (line 1 minus line 2)	\$ 0.00	\$ 0.00	\$ 0.00
4. Previous Funds Requested and Not Received for Contract Period	\$ 0.00	\$ 0.00	\$ 0.00
5. CONTRACT BALANCE (line 3 minus line 4)	\$ 0.00	\$ 0.00	\$ 0.00
PART B: CONTRACT FUNDS REQUEST			
1. Anticipated Cash Need (1st - 2nd months)	\$ 0.00	\$ 0.00	\$ 0.00
2. Net Expenditures For Month (DOEA Form 105C, Part B, Line 4)	\$ 0.00	\$ 0.00	\$ 0.00
3. TOTAL	\$ 0.00	\$ 0.00	\$ 0.00
PART C: NET FUNDS REQUESTED			
1. Less Advance Applied	\$ 0.00	\$ 0.00	\$ 0.00
2. TOTAL FUNDS REQUESTED (Part B Line 3, minus Part C Line 1)	\$ 0.00	\$ 0.00	\$ 0.00
List of Services / Units / Rates provided - See attached report.			

## ATTACHMENT XII

### RECEIPT AND EXPENDITURE REPORT

PROVIDER NAME, ADDRESS, PHONE # and FEID# _____	Program Funding :  CCE Admin. _____  CCE Services _____  PSA _____	Contract # _____  Contract Period _____  Report Period _____  Report # _____  Invoice # _____		
CERTIFICATION : I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract.				
Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
<b>PART A : BUDGETED INCOME / RECEIPTS</b>	<b>1. Approved Budget</b>	<b>2. Actual Receipts For This Report</b>	<b>3. Total Receipts Year to Date</b>	<b>4. Percent of Approved Budget</b>
1. State Funds	\$0.00	\$0.00	\$0.00	#DIV/0!
2. Program Income	\$0.00	\$0.00	\$0.00	#DIV/0!
3. Local Cash Match	\$0.00	\$0.00	\$0.00	#DIV/0!
4. SUBTOTAL: CASH RECEIPTS				
5. Local In-Kind Match				
6. TOTAL RECEIPTS	\$0.00	\$0.00	\$0.00	#DIV/0!
<b>PART B : EXPENDITURES</b>	<b>1. Approved Budget</b>	<b>2. Expenditures For This Report</b>	<b>3. Expenditures Year to Date</b>	<b>4. Percent of Approved Budget</b>
1. Administrative Services	\$0.00	\$0.00	\$0.00	#DIV/0!
2. Service Subcontractor(s)	\$0.00	\$0.00	\$0.00	#DIV/0!
3. Adult Protective Services	\$0.00	\$0.00	\$0.00	#DIV/0!
4. TOTAL EXPENDITURES	\$0.00	\$0.00	\$0.00	#DIV/0!
<b>PART C : OTHER REVENUE AND EXPENDITURES</b>	<b>II. Interest:</b>			<b>III. Advance Recouped</b>
I. Program Income (PI) 1. CCE: PI Collected YTD \$ _____ (Includes fees collected)	1. Earned on GR Advance \$ _____ 2. Return of GR Advance \$ _____ 3. Other Earned \$ _____			\$ _____
<b>PART D : CO-PAYMENTS</b>	<b>CURRENT MONTH</b>	<b>YEAR-TO-DATE</b>		
1. Total of Co-payments assessed	\$ _____	\$ _____		
2. Total of Co-payments collected	\$ _____	\$ _____		
(For Tracking Purposes only)				



**ATTACHMENT XIII  
COST REIMBURSEMENT SUMMARY**

			Contract #			
			Report (invoice) Number:			
<b>Budget Category</b>		<b>Description</b>	<b>Number of units</b>	<b>Service Date</b>	<b>Amount</b>	
<b>Administration</b>						
		<b>TOTAL ADMINISTRATION</b>				\$0.00
	<b>Expenses</b>					
		<b>TOTAL EXPENSES</b>				\$0.00

**ATTACHMENT XIV  
SERVICE RATE REPORT**

<b>SERVICE</b>	<b>FY 20/21 REIMBURSEMENT UNIT RATE</b>	<b>METHOD OF PAYMENT</b>	<b>UNIT TYPE</b>
ADMINISTRATIVE COSTS*	Cost Reimbursement	Cost Reimbursement	EPISODE
ADULT DAY CARE	\$10.00	Fixed Fee/Unit Rate	HOURL
CASE AIDE	\$34.35	Fixed Fee/Unit Rate	HOURL
CASE MANAGEMENT	\$63.85	Fixed Fee/Unit Rate	HOURL
CHORE	\$23.26	Fixed Fee/Unit Rate	HOURL
EMERGENCY ALERT RESPONSE	\$1.00	Fixed Fee/Unit Rate	DAY
HOMEMAKER	\$17.90	Fixed Fee/Unit Rate	HOURL
HOUSING IMPROVEMENT *	Cost Reimbursement	Cost Reimbursement	EPISODE
INTAKE	\$72.80	Fixed Fee/Unit Rate	EPISODE
MATERIAL AID *	Cost Reimbursement	Cost Reimbursement	EPISODE
OTHER SERVICES *	Cost Reimbursement	Cost Reimbursement	EPISODE
PERSONAL CARE	\$17.90	Fixed Fee/Unit Rate	HOURL
RESPIRE IN-HOME	\$17.90	Fixed Fee/Unit Rate	HOURL
SHOPPING ASSISTANCE	\$20.61	Fixed Fee/Unit Rate	ONE-WAY TRIP
SPECIAL MEDICAL EQUIPMENT, SERVICES AND SUPPLIES *	Cost Reimbursement	Cost Reimbursement	EPISODE
TELEPHONE REASSURANCE COVID19	\$9.45	Fixed Fee Unit Rate	EPISODE
*As stipulated in contract, these services are provided on a cost reimbursement basis.			

<b>Budget Categories</b>	<b>\$ Amount Requested</b>	<b>\$ From Other Funding Sources</b>	<b>Total Cost of Program</b>
Subsidies or Matching Funds	\$81,697.00	\$1,716,494.00	\$1,798,191.00
Salaries & Benefits or Volunteer Stipends			
Consultants & Professional Fees			
Program Supplies			
Incentives & Consumables			
Transportation, Travel & Admission Costs			
Electricity, Water, Refuse (Feeding & Residential Facilities Only)			
<b>TOTAL =</b>	<b>\$81,697.00</b>	<b>\$1,716,494.00</b>	<b>\$1,798,191.00</b>



# Area Agency on Aging of Broward County

**Charlotte Mather-Taylor, Executive Director**

April 20, 2021

**AREAWIDE COUNCIL ON AGING  
BOARD OF DIRECTORS**

**Pauline Grant**  
*President*

**John G. Primeau**  
*1st Vice President*

**Naushira Pandya, M.D.**  
*2nd Vice President*

**Arthur Birken**  
*3rd Vice President*

**Representative Evan Jenne**  
*Treasurer*

**Senator Nan H. Rich**  
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**Judge Ronald J. Rothschild**  
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*Immediate Past President*

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Anthony Brunson, C.P.A.  
Timothy G. Curtin  
Malena Mendez-Dorn  
William Edelstein  
David Lieberman  
Deborah Rand  
Kenneth S. Rubin, Esq.  
Manuel Synalovski, AIA  
Lisa Zucker, MSW, LCSW

**HONORARY BOARD**

Audrey Millsaps  
Mary Todd  
Joel Fass, in Memoriam  
Jack Brady, in Memoriam

The Honorable Rex Hardin  
City of Pompano Beach  
100 W. Atlantic Boulevard  
Pompano Beach, Florida 33060

Dear Mayor Hardin,

The Areawide Council on Aging of Broward County, Inc., which administers the Aging and Disability Resource Center, is the prime planning, coordinating, funding and advocacy body for projects and services benefitting the needs of over 451,208 year round Broward residents, 60 years of age and over.

Since our incorporation, as a nonprofit 501(c)(3) organization, in 1974, we have utilized a Fair Share Methodology to secure the required match monies from local municipalities and the County Commission.

Each year, the Areawide Council on Aging determines the required match and then develops separate reports for each city or town. The reports include records noting numbers of participants, services rendered, the associated financial costs, and the amount sought to reach the total mandated match.

**Since the Federal Older Americans Act and State Community Care for the Elderly Appropriations require a local match, we utilize the base budget and any increases in these funds are reflected in the following year's Fair Share Report. These factors, plus an increase in Broward's population, over 60 years of age, are demonstrated in the Fair Share computations.**

We do not employ Alzheimer's Disease Initiative, Home Care for the Elderly, and Respite for Elders Living in Everyday Families figures for compiling the Fair Share Request since the Fair Share figures are developed only to meet mandated Federal and State appropriations. Alzheimer's Disease Initiative, Home Care for the Elderly, and Respite for Elders Living in Everyday Families data are informational only.

5300 Hiatus Road, Sunrise, Florida 33351 **Elder Helpline: (954-745-9779)** Administration: (954-745-9567) Fax: (954-745-9584)

The Aging & Disability Resource Center of Broward County is administered by the Areawide Council on Aging of Broward County, Inc. and funded by Older Americans Act, Florida Community Care for the Elderly, Alzheimer Disease Initiative and Medicaid Waiver Legislation through the State Department of Elder Affairs.

Mayor Hardin  
City of Pompano Beach  
April 20, 2021  
Page 2

**For the 2022 Fair Share request, we are employing the latest estimated population figures provided by the U.S. Census Bureau, 2013-2017 American Community Survey; County Population 2018 from the Office of Economic & Demographic Research (EDR); University of Florida, Bureau of Economic and Business Research, 11/2018; and the Florida Legislature's Office of Economic and Demographic Research through the Department of Elder Affairs. Our request for 2022 is \$81,697. In 2020, we provided your residents with \$1,005,926 in services.**

**For each dollar we are seeking, in match, the Areawide Council on Aging supplied \$12.31 in assistance to your constituents.**

We are available to discuss Fair Share and other elder related matters with you at your earliest convenience. Please call our office, at 954-745-9603, to calendar a meeting.

The Areawide Council is well aware of the economic problems being faced by our municipalities and the County. That is a prime reason for our expressing both gratitude and admiration to our elected officials. Because of your perpetually evidenced advocacy, on behalf of your senior constituency and their caregivers, we can, and will continue to partner in order to assure the right of Older Browardians to live their retirement years with merited dignity.

Sincerely,

  
Charlotte Mather-Taylor  
Executive Director

CMT:cm

cc: City Commission of Pompano Beach  
Greg Harrison, City Manager  
Andrew Jean-Pierre, Finance Director  
Asceletha Hammond, City Clerk

## EXPLANATION OF FAIR SHARE

Federal Dollars are provided to the Areawide Council on Aging through Older Americans Act Legislation. State Dollars are allocated by the Community Care for the Elderly Act. Both the Federal and State Dollars must be matched locally on a 90-10% ratio. This means that for every nine dollars provided by the Federal and State Governments, we must raise one dollar in Broward County.

### FUNDS REQUIRING LOCAL MATCH FOR 2022

Federal Older Americans Act Dollars	\$8,057,965
General Revenue	681,079
State Community Care for the Elderly	<u>6,544,671</u>
	<u>\$15,283,715</u>
Local Matching Dollars Required	\$1,698,191
Elder Abuse Prevention Program	<u>100,000</u>
Total Matching Funds Requested	<u>\$1,798,191</u>

### THE FAIR SHARE FORMULA

Since 1974, the Areawide Council on Aging has utilized a Fair Share Formula to request and receive Matching Funds from Broward's Cities and the County Commission. We divide the required Matching Funds by the number of elderly in Broward County to achieve a figure representing each Broward resident 60 years of age and older.

Projected 2022 Broward Total Population 60 and Over	<u>451,208</u>
Representative Fair Share Dollar Amount per Senior Resident 60 or Over: \$1,798,191 divided by 451,208	<u>\$ 3.99</u>

We request each City to pay 2/3 of the Fair Share Dollars for their senior constituency and the County to pay 1/3. We further ask the County to pay the Full Fair Share for each senior resident of the unincorporated areas.

Fair Share Request per Senior Resident:			<u>\$ 3.99</u>
City Share Request per Senior Resident:	$\$3.99 \times (2/3)$	=	\$ 2.66
County Share Request per Senior Resident:	$\$3.99 \times (1/3)$	=	<u>\$ 1.33</u>
			<u>\$ 3.99</u>

### FAIR SHARE REQUEST FROM POMPANO BEACH

Number of Residents over 60 in Your City	30,713
Fair Share Request per Senior Resident in Your City	<u>x 2.66</u>
<b>TOTAL FAIR SHARE REQUEST</b> .....	<b>\$81,697</b>

In 2020, the Areawide Council provided Your City with Services Totaling Over: **\$1,005,926**



# Annual Service Units - Pompano Beach

All Providers - All Locations

FY 2021-22 Fair Share

January 1, 2020 through December 31, 2020

Account Title	CIRTS Codes	Unit Rate	Units per CIRTS for this Quarter	Total Cost
<b>ADI SERVICES</b>				
CASE MANAGEMENT	CM, CA	53.54	263.57	14,111.54
CAREGIVER TRAINING AND SUPPORT-INDIVIDUAL	CTSI	37.72	25.50	961.86
RESPIRE CARE - FACILITY	RESF	8.71	4,266.00	37,156.86
IN-HOME RESPIRE	RESP	16.31	2,168.00	35,360.08
SPEC MEDICAL EQUIP SVC & SUPPLIES	SCSM	162.47	3.00	487.41
ALZHEIMER'S PROJECT SERVICES				
ALZHEIMER'S SERVICES				<b>88,077.75</b>
<b>CCE SERVICES</b>				
ADULT DAY CARE	ADC	8.09	756.50	6,120.09
CASE AIDE	CA	33.46	54.00	1,806.84
CASE MANAGEMENT	CM	56.52	776.75	43,901.91
EMERGENCY ALERT RESPONSE SYSTEM	EARS	0.80	1,008.00	806.40
HOMEMAKER	HMK	17.95	3,205.50	57,538.73
IN-HOME INTAKE	INSC	70.88	217.25	15,398.68
IN-HOME PERSONAL CARE	PECA	15.96	2,558.00	40,825.68
IN-HOME RESPIRE	RESP	17.21	947.00	16,297.87
SPEC MEDICAL EQUIP SVC & SUPPLIES	SCSM	89.24	13.00	1,160.12
<b>CCE SERVICES</b>				<b>183,856.31</b>
<b>HCE SERVICES</b>				
HCE BASIC SUBSIDY	BASI	136.40	120.00	16,368.00
CASE MANAGEMENT	CMV	59.10	187.00	11,051.70
HCE SPECIAL SUBSIDY	SCSV	107.67	30.00	3,230.10
<b>HCE SERVICES</b>				<b>30,649.80</b>
<b>LSP SERVICES</b>				
ADULT DAY CARE	ADC	6.15	744.50	4,578.68
ELDERLY MEALS	CNML, CNMLG, OTH	8.13	372.00	3,024.36
MATERIAL AIDE	MATE	117.64	54.00	6,352.56
TRANSPORTATION-DISADVANTAGED (OAA)	TRS	6.00	1,091.00	6,546.00
<b>LSP SERVICES</b>				<b>20,501.60</b>
<b>OAA TITLE IIIB</b>				
CHORE	CHO	74.58	88.25	6,581.69
EDUCATION & TRAINING	EDUCG	139.95	2.00	279.90
COUNSELING-INDIVIDUAL	GECI/MHSI	51.08	90.00	4,597.20
COUNSELING-GROUP	GECO/MHSG	88.06	1.00	88.06
HOUSING IMPROVEMENT	HOIM	74.13	195.75	14,510.95
HEALTH SUPPORT-INDIVIDUAL	HSUI	44.81	19.50	873.80
INFORMATION	INFO	8.87	756.00	6,705.72
LEGAL ASSISTANCE	LEG	57.31	757.50	43,412.33
CS-RECREATION	RECR	19.76	65.00	1,284.40

Account Title	CIRTS Codes	Unit Rate	Units per CIRTS for this Quarter	Total Cost
CS-REFERRAL	REFE	65.02	195.00	12,678.90
SCREENING AND ASSESSMENT	SCAS	71.08	120.50	8,565.14
TELEPHONE REASSURANCE	TERACV	9.45	353.00	3,335.85
TRANSPORTATION-DISADVANTAGED (OAA)	TRS	6.65	32.00	212.80
<b>TITLE IIIB</b>				<b>103,126.72</b>
CARES TITLE IIIB				
CHORE	CHO	74.58	2.50	186.45
COUNSELING-INDIVIDUAL	GECI/MHSI	51.08	3.25	166.01
HOUSING IMPROVEMENT	HOIM	74.13	2.50	185.33
INFORMATION	INFO	8.87	1,474.00	13,074.38
CS-REFERRAL	REFE	65.02	299.00	19,440.98
SCREENING AND ASSESSMENT	SCAS	71.08	3.75	266.55
TELEPHONE REASSURANCE	TERACV	9.45	300.00	2,835.00
<b>CARES TITLE IIIB</b>				<b>36,154.70</b>
TITLE IIIC-1				
CONGREGATE MEALS	CNML	7.76	3,088.00	23,962.88
CONGREGATE MEALS - COVID	CNMLCV	2.94	17,052.00	50,132.88
CONGREGATE MEALS - DISASTER	CNMLS	3.54	140.00	495.60
TELEPHONE REASSRUANCE	TERACV	9.45	1,143.00	10,801.35
<b>TITLE IIIC-1</b>				<b>85,392.71</b>
TITLE IIIC-2				
HOME DELIVERED MEALS	HDM	4.01	52,547.00	210,713.47
HOME DELIVERED MEALS - DISASTER	EHDM	3.54	420.00	1,486.80
HOME DELIVERED MEALS - COVID	HDMCV	4.16	8,354.00	34,752.64
SCREENING AND ASSESSMENT	SCAS	66.55	237.00	15,772.35
TELEPHONE REASSRUANCE	TERACV	9.45	26.00	245.70
<b>TITLE IIIC-2</b>				<b>262,970.96</b>
CARES TITLE IIIC-2				
HOME DELIVERED MEALS	HDM	5.26	20,224.00	106,378.24
<b>TITLE IIIC-2</b>				<b>106,378.24</b>
TITLE IIID 1				
ARTHRITIS FOUNDATION TAI CHI -GROUP	AFTCG	2,874.38	1.00	2,874.38
<b>TITLE IIID 1</b>				<b>2,874.38</b>
TITLE III-E SERVICES				
SCREENING AND ASSESSMENT	SCAS	57.01	6.25	356.31
<b>TITLE III-E SERVICES</b>				<b>356.31</b>
TITLE III-ES SERVICES				
CHORE	CHO	74.58	7.00	522.06
HOUSING IMPROVEMENT	HOIM	71.09	86.50	6,149.29
<b>TITLE III-ES SERVICES</b>				<b>6,671.35</b>
CARES TITLE III-E SERVICES				
HOME DELIVERED MEALS	HDM	4.01	1,386.00	5,557.86
SCREENING AND ASSESSMENT	SCAS	57.01	1.75	99.77



Account Title	CIRTS Codes	Unit Rate	Units per CIRTS for this Quarter	Total Cost
TELEPHONE REASSURANCE	TERACV	9.45	79.00	746.55
CARES TITLE III-E SERVICES				<b>6,404.18</b>
CARES TITLE III-ES SERVICES				
CHORE	CHO	74.58	2.50	186.45
HOUSING IMPROVEMENT	HOIM	71.09	5.50	391.00
LEGAL ASSISTANCE	LEG	57.31	-	-
CARES TITLE III-E\$ SERVICES				<b>577.45</b>
NDP SERVICES				
ADULT DAY CARE	ADC	8.09	1,024.00	8,284.16
HOME DELIVERED MEALS	HDM	5.20	11,658.00	60,621.60
CCE SERVICES				<b>68,905.76</b>
RELIEF SERVICES				
VOLUNTEER	RESP, VOLT	9.00	336.50	3,028.50
RELIEF SERVICES				<b>3,028.50</b>
			<b>141,446.07</b>	
<b>Total</b>				<b>\$1,005,926.70</b>

## **Exhibit “B” Payment Schedule**

### **A. AWARD DISBURSEMENTS**

The awards disbursement process will begin in October, 1 and end in September, 30 for the fiscal year that this contract is approved.

### **B. PAYMENT SCHEDULE**

The total amount awarded for the AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. for 2022 Fair Share for the current fiscal year is: \$50,000.

There will be four (4) payout/s during the period (depending on the amount awarded to each organization):

1. The first will equal 25% of the total allocation or \$12,500; be issued in advance. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY in the quarterly financial report as indicated in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description. Failure to comply with this requirement may result in the denial of the future requests for payments.
2. The second will equal 25% of the total allocation or \$12,500; will be issued upon receipt AND approval of the second quarterly narrative and financial report (including any additional requested documents);
3. The third payout will equal 25% of the total allocation or \$12,500; will be issued upon receipt AND approval of the third quarterly narrative and financial report (including any additional requested documents);
4. The fourth payout will be the final 25% of the total allocation or \$12,500 and will be issued in upon receipt AND approval of the final quarterly narrative and financial report (including any additional requested documents).

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS: NON PROFIT ORGANIZATION**

ORGANIZATION shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

ORGANIZATION is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by ORGANIZATION, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by ORGANIZATION under this Agreement.

Throughout the term of this Agreement, ORGANIZATION and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which the ORGANIZATION is obligated to pay compensation to employees engaged in the performance of the work. ORGANIZATION further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from

ORGANIZATION'S negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance**

**Limits of Liability**

**GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and  
\$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
XX	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
—	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

**AUTOMOBILE LIABILITY:**

Minimum \$10,000/\$20,000/\$10,000

XX comprehensive form  
XX owned  
XX hired  
XX non-owned

**REAL & PERSONAL PROPERTY**

— comprehensive form Agent must show proof they have this coverage.

**EXCESS LIABILITY**

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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**PROFESSIONAL LIABILITY**

Per Occurrence Aggregate

— \* Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. ORGANIZATION and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies. Whenever, under the provisions of this Agreement, insurance is required of the ORGANIZATION, the ORGANIZATION shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. ORGANIZATION hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then ORGANIZATION shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should ORGANIZATION enter into such an agreement on a pre-loss basis.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 1000 Corporate Drive Suite 400 Fort Lauderdale FL 33334		<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> certificates@mma-fl.com	
<b>INSURED</b> Areawide Council on Aging of Broward County, Inc. 5300 N. Hiatus Rd. Sunrise FL 33351		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Co. <b>INSURER B:</b> MEMIC Indemnity Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b>	
		18058	
		11030	

## COVERAGES

**CERTIFICATE NUMBER:** 732314855

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2223764	3/8/2021	3/8/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2223764	3/8/2021	3/8/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE	Y	Y	PHUB752403	3/8/2021	3/8/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6103800584	9/2/2020	9/2/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PHPK2223764	3/8/2021	3/8/2022	Ea Prof Incident Lmt \$ 1,000,000 Aggregate Limit \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**APPROVED**

By Danielle Thorpe at 9:50 pm, Aug 23, 2021

## CERTIFICATE HOLDER

## CANCELLATION

City of Pompano Beach  
100 West Atlantic Blvd  
Pompano Beach FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*

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August 11, 2021

2. i.v. Sexual Molestation Coverage-

The Areawide Council on Aging of Broward County does not interact with children under the age of 18.

**APPROVED**

*By Danielle Thorpe at 9:49 pm, Aug 23, 2021*

Area Agency on Aging of Broward County 5300 Hiatus Road, Sunrise, Florida 33351

**Elder Helpline: (954-745-9779)** Administration: (954-745-9567) Fax: (954-745-9584) Website: [Adrcbroward.org](http://Adrcbroward.org)

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The Aging & Disability Resource Center of Broward County is administered by the Areawide Council on Aging of Broward County, Inc. and funded by Older Americans Act, Florida Community Care for the Elderly, Alzheimer Disease Initiative and Medicaid Waiver Legislation through the State Department of Elder Affairs.