

The Area Agency on Aging of Broward County, Inc.
Planning and Service Area 10

Older Americans Act Funds
Title III-C2
Nutrition Program-Home Delivered Meals

Request for Proposals

Contract Period:
07/01/2023-12/31/2023

Submission Deadline:
Thursday, May 4, 2023 at 2:00 pm

5300 Hiatus Rd.
Sunrise, Florida 33351
(954)745-9567



Area Agency on Aging
of Broward County

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*DOCUMENTS PROVIDED ON WWW.ADRCBROWARD.ORG

I. INTRODUCTION

A. BACKGROUND STATEMENT

The Older Americans Act (OAA) passed in 1965, representing a turning point in the role of the Federal Government in leadership and services to the elderly. The Act provided assistance in the development of new or improved programs to help older persons. The Administration on Aging (Administration for Community Living) was created as the principal agency to carry out the Act. The legislation called for a designated unit within each State to bear primary responsibility for comprehensive and coordinated service systems. This designated unit would be the recipient of funds authorized through the Older Americans Act and administered through the Administration on Aging (Administration for Community Living).

In Florida, the designated State Unit on Aging is the Department of Elder Affairs (DOEA). The State has been divided into eleven Planning and Service Areas (PSAs), encompassing one or more counties. In each PSA, an Area Agency on Aging has been designated. The role of the Area Agency on Aging is one of planner/funder/catalyst/advocate for programs for older persons in the service area.

Pursuant to §430.2053, Florida Statutes, passed by the Florida Legislature in 2003, Florida's eleven Area Agencies on Aging were mandated to become Aging Resource Centers (ARC's). Broward's Area Agency was one of three, in the state, to be selected to serve as a pilot Aging & Disability Resource Center for a time period, initiating in September of 2005.

The Area Agency on Aging of Broward County (AAABC) coordinates existing services, plans for future service needs, develops and funds programs, and advocates for the development of a comprehensive service delivery system, at the local level, to meet the short and long-term needs of older persons. Each Area Agency on Aging prepares a multi-year Area Plan on Aging, which is updated annually. The Plan identifies the needs of older persons; details gaps between needs and services; describes existing services; sets objectives and priorities; and specifies which services will be provided to address the identified needs. Input is received from: Federal, State and local officials; elderly constituents; service providers; and the private/voluntary sector.

B. STATEMENT OF NEED

According to the 2022 Broward County Profiles, provided by the State of Florida Department of Elder Affairs (DOEA), 476,486 elders age sixty and over, are year-round Broward County residents. Of that number, 148,953 are seventy-five years of age and older and 47,776 are eighty-five and older. Seasonal fluctuations may increase these population numbers. Recent needs assessments and census data have determined that many older persons are in need of supportive or intense service assistance. A major goal of the Area Agency on Aging of Broward County is to maintain the independence and dignity of its elderly residents by providing a continuum of services designed to serve the range of older persons from the independent, to the very frail and impaired.

C. STATEMENT OF PURPOSE

The Area Agency on Aging of Broward County (AAABC), is requesting proposals for the administration and operation of Title III of the Older Americans Act Nutrition Services Programs. These programs are to assist older individuals, age 60 and older, to live independently, with better health through improved nutrition and reduced isolation. The AAABC is looking to provide elders with meal options to empower them to have more choice, provide a wide variety of food choices that include nutritionally sound, tasty and culturally diverse foods and provide increased satisfaction with the meals received. According to the CDC, offering affordable, culturally preferred food options that meet the [*Dietary Guidelines for Americans*](#) allows customers to choose foods that meet their [cultural](#) and [dietary](#) needs. This expands opportunities for customers to select familiar and healthier foods they prefer. Improved diet quality may positively impact the health of customers. In addition, other customers have a chance to learn about cuisines that are different than their own and become more culturally aware.

Nutrition Services Home Delivered Meals (C2): provide eligible persons with nutritionally sound meals in their homes. Emphasis is placed on serving elders who are at greatest economic and social need, low-income minorities, and those who are at nutritional risk.

The State of Florida Department of Elder Affairs has determined that Area Agencies on Aging must competitively bid contracts for OAA Title III Services in accordance with applicable state and federal regulations.

To coincide with this regulation, the Area Agency on Aging of Broward County is requesting proposals for the calendar year 2023. The initial contract provided under this service will be for a period of 6 months. Additional one-year contracts may be offered over the next five years contingent upon performance, need for the service, and the availability of funds.

Any public agency or private nonprofit agency/organization, incorporated under the laws of Florida, is eligible to apply for Older Americans Act (OAA) Title III funding. Private, profit-making agencies are eligible to apply for OAA Title III, but in accordance with Chapter 287, Florida Statutes, may not receive advance funding for contractual services. A regional or local agency of the state may not be a service provider under an area plan.

Applicants for the Older Americans Act Programs should understand that their general responsibilities include all aspects of accountability, including the completion of all necessary assessments, reports and the maintenance of required records.

End of Section I

II. SCOPE OF WORK

A. GENERAL STATEMENT

The Area Agency on Aging of Broward County is currently procuring multiple contracts/vendor agreements for providers of Federal Older Americans Act Nutrition Services under Title III-C. This Request for Proposals (RFP) relates solely to:

Nutrition Program/s throughout Broward County (Home Delivered Meals-C2)

Funding levels are indicated by Service Program in Section V of this Request for Proposals Package. All responses must include a list of proposed services to be provided under the Service Program as well as the anticipated service units.

Respondents may submit responses for one or more of the Service Programs sought under multiple RFPs. A separate and complete application/response, with all appropriate attachments, must be submitted for each Service Program. Each proposal will be considered individually and separately. All Programs must coordinate closely with other Older Americans Act Projects and the ADRC Helpline. In addition, they must continue to play an integral role in the continuum of care as it relates to the State Funded Community Care for the Elderly, Home Care for the Elderly and Alzheimer Disease Initiative Acts.

B. SERVICES

All services must be provided in accordance with standards delineated in the most current Department of Elder Affairs (DOEA) Programs and Services Handbook.

FOLLOWING IS A LISTING OF SERVICES WHICH MUST BE PROVIDED UNDER THIS RFP FOR EACH BID:

Nutrition Services- Home Delivered Meals
Nutrition Services- Home Delivered Meals Screening & Assessment
Nutrition Services- Nutrition Education
Outreach

Applicants must be prepared to anticipate, and provide, an adequate number of units of service to meet the needs of the anticipated number of unduplicated clients, and must indicate the services they plan to provide, and their projected number of service units in the Service Provider Application response to this Request for Proposals.

**FUNDING: SERVICE DESCRIPTIONS:
SOURCE**

Title III-C2 Nutrition Services-Home Delivered Meals provide eligible persons with nutritionally sound meals in their homes. Emphasis is placed on serving elders who are at greatest economic and social need, low-income minorities, and those who are at nutritional risk.

Unit of Service: One meal equals one unit of service.

Title III-C2 Nutrition Services: Nutrition Counseling provides one-on-one individualized advice and guidance to persons, who are at nutritional risk because of their poor health, nutritional history, current dietary intake, medication, use or chronic illness. Nutrition counseling includes options and methods for improving a client’s nutritional status.

Unit of service: One hour of direct service with or on behalf of a client.

Title III-C2 Nutrition Services-Nutrition Education provides accurate and culturally sensitive nutrition information regarding the following topics: food; nutrients; diets; lifestyle factors; physical fitness and health (as it relates to nutrition); and community nutrition resources and services to participants and caregivers to improve their nutritional status.

Unit of Service: Each nutrition education session participant counts as a unit of service.

Title III C2 Outreach

Outreach is an access service and is a required service or function. Outreach is defined as face to face, one-to-one intervention with clients initiated by the agency for the purpose of identifying potential clients or caregivers and encouraging their use of existing and available resources.

Unit of Service: One unit of service equals an episode of outreach which is one-on-one, face-to-face contact with an older individual who is not receiving any DOEA funded services.

Title III-C2 Screening/Assessment is defined as administering standard assessment instruments for gathering information about clients to determine need and eligibility for services and prioritizing them at the time of active enrollment or to reassess currently active clients.

Unit of Service: One unit of service equals one hour of direct service with or on behalf of a client accumulated on a daily basis. It can include travel time related to the client. The time may include time spent with caregivers when it is related to the client’s situation.

All services proposed, under this RFP must follow the **most current Department of Elder Affairs (DOEA) Programs and Services Handbook requirements**. This document is available online at <https://elderaffairs.org/news-events/notices-of-instruction-2022/notices-of-instruction-2020/>

C. PLANNING GOALS/OBJECTIVES

In keeping with the legislatively mandated requirements for contract performance measures, the DOEA has identified six key goals that the ADRCs and provider agencies are required to develop implementation strategies to assist the Department in achieving statewide outcome and output measures identified for the aging network.

The goals are:

1. Empower older people, individuals with disabilities, their families, and other consumers to choose and easily access options for existing mental and physical health and long-term care.

2. Enable individuals to maintain a high quality of life for as long as possible through the provision of home and community-based services, including supports for family caregivers.
3. Empower older people and their caregivers to live active, healthy lives to improve their mental and physical health status.
4. Ensure the legal rights of older people are protected and prevent their abuse, neglect and exploitation.
5. Promote planning and collaboration at the community level that recognize benefits and needs of its aging population.
6. Maintain effective and responsive management.

The provider agency is required to adhere to the action steps and implementation strategies in the AAABC Area Plan to meet and exceed the planning goals and outcome/output measures as specified by the DOEA and AAABC.

Planning Goals: This section incorporates the goals listed above. The applicant should answer each question in reference to each identified goal.

Outcome/Output Measures: The outcome measures outlined in the format section of this application are the statewide initiatives legislatively mandated for the DOEA. The specific state and area-wide criteria for the outcome/output measures and numeric targets for the PSA are indicated. All provider agencies are required to describe the strategies and actions they will use to implement and follow to meet and/or exceed the outcome/output measures as specified by DOEA.

DOEA has identified five (5) key outcomes for which AAABC and its provider agencies are required to develop implementation strategies in order to assist DOEA in achieving the statewide outcome measures it has identified for the aging network. The Service Provider Application (SPA) contains the pertinent outcomes and relevant goals all vendors are responsible to address. To complete this section of the SPA, providers should respond to questions for each goal area defined by the DOEA and Florida Legislature. Specific strategies and actions for each goal should be incorporated to address compliance and improve quality assurance.

D. CONDITIONS A PROVIDER MUST MEET

1. A Provider must be:
 - a. an organization that has the necessary resources and strategies to efficiently administer a comprehensive Service Program in this RFP; and
 - b. any private, non-profit agency or organization incorporated under the laws of the State of Florida. Private, profit-making agencies are eligible to apply but in accordance with Chapter 287, F.S., may not receive advance funding for contractual services.
2. A Provider must demonstrate the ability to:
 - a. carry out a program of community awareness, publicity, education and outreach to identify clearly to the community the existence and availability of program services;
 - b. anticipate and project the required level of service in each service category, and

- plan for adequate services to meet client needs;
- c. develop and perpetuate on-going coordination efforts, and support strategies, with existing Broward County service providers and agencies for information sharing, client assistance, and encouragement of independence of elderly persons;
 - d. administer the program in a cost-effective manner; and
 - e. survey and solicit client satisfaction regarding services rendered and make changes accordingly.
3. The Provider must:
- a. demonstrate adequate numbers of qualified trained staff (licensed when applicable) to assure satisfactory administration of program services in keeping with the requirements of DOEA and the AAABC.
 - b. ensure that the requirement of §430.0402 and Ch. 435, Florida Statutes, 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 DOEA level 2 background screening pursuant to §430.0402 (2)-(3), Florida Statutes. The provider must also comply with any applicable rules promulgated by DOEA and the Agency for Health Care Administration (AHCA) regarding implementation of §430.0402 and Ch. 435, Florida Statutes.;
 - c. assure, where other qualifications are equal, that consideration is given to employing older workers when preparing the minimum training, education, and experience portion of a position description, service providers are urged to develop the requirements so that older workers may qualify for employment based on experience rather than formal education or specific training;
 - d. make arrangements, whenever possible, to obtain services of qualified multi-lingual persons, or persons capable of overcoming potential cultural barriers;
 - e. utilize volunteer staff to the maximum extent possible, in order to compliment and extend service delivery;
 - f. demonstrate an understanding that clients may need special assistance in accessing and utilizing services, because of physical or mental impairments including vision, hearing impairments, frailty, confusion or other handicapping conditions;
 - g. provide all services in accordance with the standards listed in the most current DOEA Programs and Services Handbook and other reasonable standards required by the AAABC;
 - h. coordinate a system to prioritize client service, consistent with both the AAABC and DOEA policies, in order to ensure that services are provided to those older persons 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 individuals, older individuals with limited English proficiency, and older individuals residing in rural areas;

- i. maintain client and other records in order to evaluate service provision and fiscal management; and to provide data, per instructions of the AAABC, for required reports;
- j. comply with the utilization and data entry requirements established by the AAABC and DOEA regarding the Enterprise Client Information and Registration Tracking System (eCIRTS);
- k. develop staff training, and volunteer recruitment and utilization plans for **INCLUSION WITH THE SERVICE PROVIDER APPLICATION RESPONSE TO THIS REQUEST FOR PROPOSALS; and**
- l. provide a full development of policies and procedures to include service delivery, enrollment of clients, reassessment of clients, and service documentation.

E. OUTREACH/TARGETING

All Service Providers must conduct Outreach activities, whether or not formally funded. Outreach includes attempts to locate older persons and inform them of available programs and services. The Project will target its outreach efforts, consistent with both the AAABC and the DOEA policies. The Project will target those individuals in 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. **ANTICIPATED OUTREACH EFFORTS MUST BE DESCRIBED IN THE SERVICE PROVIDER APPLICATION**, and will be reported quarterly, or more often as requested by AAABC.

Providers will be responsible for informing the AAABC of any identified unmet needs and/or underserved areas.

F. CLIENT CONFIDENTIALITY/HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY(HIPAA) REQUIREMENTS

Any information received through client contact, or any other source, is confidential and may not be disclosed without written consent of the individual or legal guardian. Confidential information extends to any data which may publicly identify any client receiving services.

- **Health Insurance Portability and Accountability Act Compliance:**

It is the AAABC policy to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule by including compliance requirements in contracts, agreements and purchase orders with Providers who will be considered Business Associates under HIPAA regulations with whom the AAABC shares client Protected Health Information (PHI).

A Business Associate is a person or entity that is not a member of the AAABC work force and who, on behalf of the Agency, performs or assists in the performance of a function or activity involving the use of individually identifiable health information. Each Provider which contracts with AAABC and provides nutritional services is a Business Associate as are their employees.

Each Provider, who enters into a contract with the AAABC, is required to execute a Business Associate Agreement as a part of their contract with AAABC and adhere to the Health Insurance Portability and Accountability Act Guidelines as applicable. Inappropriate disclosure of client confidential, Protected Health Information by a Provider, will result in the termination of the contract by the AAABC.

In addition, each Provider will be required to not use or disclose more than the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure, or request taking into consideration practical and technological limitations, as provided in 45 Code of Federal Regulations §164.502. Providers will be required to implement policies and procedures to assure minimum disclosure.

- **Health Insurance Portability and Accountability Act Awareness Training and Education:** All Providers will be required to demonstrate their efforts to communicate, build awareness and educate their employees and clients regarding compliance with, and the requirements of, the Health Insurance Portability and Accountability Act regulations. Training and education should include, but not be limited to the following elements: (1) Health Care Information Security; (2) Virus Protection; (3) Risk Management; (4) Media Management; (5) Chain of Trust; (6) Security Management; (7) Incident Reporting; and (8) Policies and Procedures Required to Comply with Health Insurance Portability and Accountability Act Rules.

G. CLIENT ELIGIBILITY CRITERIA

Title III C2, Home Delivered Meals – Persons eligible to participate in the home delivered meals program at no cost, with the opportunity to contribute to the cost of meals include:

- a. Persons age 60 years or older who are disabled, homebound, and who have no one available to aid with meal preparation. Homebound means a person is unable to leave home without the assistance of another person.
- b. The Spouse of the recipient, regardless of age or condition; and
- c. A person with a disability under the age 60 years who reside with an eligible client, whom the person with a disability is dependent upon for care.

If it becomes necessary to prioritize client access to the Older Americans Act supported programs, priority must be given to individuals in greatest economic or social need 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 Provider must utilize any additional Priority Policies developed by the AAABC in selecting clients for whom it will provide services.

H. FACILITIES/LOCATION

Nutrition Programs are encouraged to ensure that their food service vendors use production kitchens located within the State of Florida. Any nutrition provider wanting to do business with a vendor that maintains meal preparation kitchens outside the State of Florida must seek prior approval from the DOEA and ensure the production kitchen follows the Food and Drug Administration and the United States Department of Agriculture and any other applicable federal or state regulation.

I. SCHEDULE OF ACTIVITIES

All nutrition providers must be accessible, have a location in Broward County that is open to the public a minimum of 40 hours per week, Monday through Friday, between the hours of 8:00 AM and 5:00 PM with the exception of State of Florida official holidays, for a minimum of 250 days a year. During all other hours, telephone coverage via answering service must be provided. The office should be reasonably accessible to persons seeking assistance and/or information and be handicapped accessible.

Applicants must include a list of "closed" days with their Service Provider Application response to the Request for Proposals.

J. CONTRIBUTIONS

The Provider must assure that Older Americans Act paid staff will neither assess nor collect fees, or co-payments, from eligible clients for Older Americans Act funded services. Providers may charge fees, or co-payments, for services not paid for with Older Americans Act funds to those persons who are able to pay for the cost of services.

However, contributions may be solicited, with the expressed understanding that no client will be denied service, or in any way discriminated against, for lack of contribution. All contributions received must be used to maintain or expand program services for which the contribution was made under Title III of the Older Americans Act. Contributions cannot be employed to meet match requirements.

The Provider must adhere to the policies and procedures for contributions set forth by the State of Florida, DOEA. In addition, the Provider must:

- a. provide each person with a free and voluntary opportunity to contribute to the cost of the service he/she receives.
- b. protect the privacy of each older person with respect to his/her contribution.
- c. establish appropriate internal control procedures to safeguard and account for all contributions. Such procedures should include, but are not limited to: bonding employees and persons who handle or count money; using pre-numbered receipts; frequently depositing cash in a separate account (or being able to identify this amount separately from contract revenues); and periodically, auditing amounts on hand.
- d. account separately and adequately, for contributions received and reported. Grant applications must include the methodology to be used in handling contributions.

K. MEDIA RESPONDENTS

One designated person beyond the Project Director as defined below will be assigned the role of media respondent. All media calls and visits must be directed toward the media respondent. In the absence of the media respondent, media must be referred to the AAABC, or alternatively be notified that the designated individuals are unavailable.

L. SELECTION OF A PROJECT DIRECTOR

In the event the representative of the Provider, responsible for administration of the Program (Project Director), resigns, is terminated, or for other reasons, no longer is responsible for the Older Americans Act contract, the Provider will submit at a minimum, the names and credentials of three (3) finalists being considered for the Project Director's vacancy. The Council will review and either approve or disapprove the candidates' credentials within five (5) working days of such notification. Final selection of the Project Director is made by the administering agency from the list of individuals approved by AAABC.

M. INVENTORIES

The lists of inventory, used by current Providers of Older Americans Act Services, which were purchased with state or federal funds, are available for review at the Area Agency on Aging of Broward County. Individuals wanting to review this material may do so by making an appointment through the Contact Person. Any person, requesting copies of documents, will be charged in accordance with Florida's public records law.

Any new Provider, designated as a result of this Request for Proposals Processes, is eligible to receive equipment purchased with Federal or State Funds by a previous Provider.

N. REFERENCE MATERIALS

The following reference materials are available for review at the AAABC:

- 2020 Department of Elder Affairs Programs and Services Handbook
- State of Florida Department of Elder Affairs Unit Cost Methodology
- AAABC 2020-2023 Area Plan

Individuals wanting to review this material may do so by making an appointment through the Contact Person. Any person, requesting copies of documents, will be charged in accordance with Florida's public record laws.

Information, provided in these documents, is the most current. Applicants should understand that both the Program(s) or 2020 DOEA Programs and Services Handbook constantly undergo revision by DOEA. All Service Providers will be required to follow any future revisions, as well as any new State mandates, policy clearances, and procedures. Providers will be required to accept new provisions as promulgated.

O. COMPLIANCE

All Service Providers must assure that program services comply with all requirements and minimum standards as set forth in the most current DOEAs Programs and Services Handbook, and in accordance with all federal, state or local laws, rules, regulations and policies that pertain to Older Americans Act funds. Additional requirements are set forth in this Request for Proposals. The AAABC may establish other special conditions during the contract year. The Provider will be notified, in writing of these special conditions, prior to their implementation date.

P. AMERICANS WITH DISABILITIES ACT

All Providers must operate Service Programs in accord with all provisions and requirements of the Americans with Disabilities Act.

End of Section II

III. GENERAL INFORMATION

A. For the purposes of this RFP the AAABC CONTACT PERSON is as follows:

Shirley Snipes, Planning Director
Area Agency on Aging of Broward County
5300 Hiatus Road
Sunrise, Florida 33351
(954) 745-9567 Ext. 10213 (Phone)
(954) 745-9584 (Fax)

B. FUNDING SOURCE

1. Federal dollars (90%) are tentatively set at the amounts specified in Section V, derived from Older Americans Act, Title III-C. The amount of Federal dollars is subject to the availability of funds.
2. Federal dollars must be matched locally. A **minimum** ten percent (10%) match (cash or in-kind) will be required for Title III-C, as specified in Section V. The AAABC may provide a percentage of the cash match – the dollar amount will be determined during the contract negotiating process.

If an Applicant anticipates a need for cash match assistance from the AAABC, the dollar amount needed should be clearly indicated in the Applicant's proposal on Form III.B. Supporting Budget By Program Activity in the Service Provider Application (see Appendices V & VI). The Provider's match contribution may be made in the form of cash and/or in-kind resources. By the end of the contract period, matching amounts provided must be in proper proportion to the Title III-C funds expended. At the end of the contract period, all funds expended must be properly matched.

3. The total Federal Funding (100%) is tentatively set as specified in Section V. The AAABC reserves the right to change this amount based on the availability of governmental dollars, or other factors. All Respondents to this RFP must accept this condition and plan accordingly.
5. When establishing unit rates for this Proposal, please note this is a 6 month contract/agreement. Additional one year contracts/agreements may be offered for year two through six, contingent upon performance, need for the service, need for choice and the availability of funds.

C. TYPE OF CONTRACTS/AGREEMENTS

The type of contracts/agreements will be a unit cost.

The Area Agency on Aging will be offering multiple, non-exclusive vendor agreements for Home Delivered Meals so that we may ensure client choice.

The initial contracts will be for 6 (six) months. Additional one year contracts may be offered each year for years two through six, contingent upon performance, AAABC's need for the service, AAABC's need for

choice, nutritionally sound, tasty, culturally preferred food options and the availability of funds.

D. METHODS OF COST PRESENTATION/DERIVATION OF UNIT RATE

Allowable and appropriate cost principles should be in accordance with the DOEA Unit Cost Methodology, as well as all applicable State and Federal Statutes and Regulations.

The DOEA Unit Cost Methodology, includes the following:

1. Service Provider Application – Program & Contract Module - Appendix V
2. Worksheets – Appendix VI

E. TYPE OF PAYMENT

The type of payment will be for services earned, based upon the contracted unit rate of service.

F. REPORTS AND RECORDS

The Provider must become familiar with and utilize the AAABC and DOEA Enterprise Client Information and Registration Tracking System (eCIRTS), for tracking service units, fiscal reporting, program reporting and the maintenance of client information. The AAABC will provide technical assistance when needed. The Provider must attend data collection training sessions sponsored by the AAABC and the DOEA.

All Applicants should understand that existing computerized Enterprise Client Information and Registration Tracking Systems are under progressive development by the DOEA and the AAABC. Data reporting, processing and report compilation may significantly change at any time.

The Provider must comply with the record keeping and reporting requirements of the current DOEA Programs and Services Handbook, and the AAABC. Providers must submit to the AAABC all financial and programmatic reports required by the Older Americans Act, DOEA, and the AAABC. These reports should be accurate and must be submitted in accordance with AAABC deadlines.

G. MONITORING, ASSESSMENT AND EVALUATION

The Provider must cooperate fully with the DOEA Auditor General and with the AAABC in the conduct of any monitoring activities. The Provider will be subject to the monitoring policies and procedures outlined in the Programmatic and Financial Monitoring Instrument, and other contractual standards defined by the AAABC. Also, the Provider must participate when requested to do so, in all evaluations and related activity sponsored by the Administration for Community Living (ACL), DOEA, and the AAABC.

H. PROPOSAL DEADLINES

The following schedule is set for actions relative to this Request for Proposals process. The AAABC reserves the right to delay the schedule in the best interest of the AAABC or the State of Florida.

Please note: proposals not received at either the specified place, or by the specified date and time, or both, will be rejected and returned unopened to the bidder by the Area Agency on Aging of Broward County.

1. A Bidders Conference will be held via Zoom on March 24, 2023 at 9 am. All attendees must pre-register to receive the Zoom link at <https://us06web.zoom.us/meeting/register/tZUpCuGoqTsoG9z6dLZLmijd3wseR2KWUH4D>
2. Notices of Intent to submit a proposal must be submitted by mail or by hand, receipt requested for either, and received at the Area Agency on Aging of Broward County, 5300 Hiatus Road, Sunrise, Florida, 33351 on March 28, 2023 by at 5:00 p.m.
3. Any addenda to the Request for Proposals will be posted online no later than April 14, 2023. Correspondence will be sent only to those parties who have submitted a Notice of Intent to Bid or otherwise requested such correspondence in writing.
4. All responses to this Request for Proposals must be received at the Area Agency on Aging of Broward County Administrative Offices, located at the above listed address by May 4, 2023 at 2:00 pm. PROPOSALS WILL NOT BE ACCEPTED AFTER THIS TIME.
5. The opening of the responses to the Request for Proposals will be immediately thereafter and open to the public.
6. It is anticipated that contract award notices, identifying the individual or organization to whom the contract will be awarded, will be mailed to persons and groups responding to the Request for Proposals on or about Monday, May 22, 2023.
7. The initial length and dates of the agreement/s will be six months from July 1, 2023 to December 31, 2023. Additional one year contracts may be offered for year two up to year six and is contingent upon performance, need for the service, and the availability of funds.

Please note: with regard to the Bidders Conference, attendance by a bidder is not a prerequisite for acceptance of a proposal by the Area Agency on Aging of Broward County.

I. NOTICE OF INTENT TO SUBMIT A PROPOSAL

The summary of the Bidders Conference, information regarding any addenda to the RFP, and copies of written Area Agency on Aging of Broward County responses to questions which result in RFP clarifications or addenda, will be sent **only** to bidders who submitted a Notice of Intent to submit a proposal, and those persons who requested, in writing, a copy of the RFP and other related information sent out by the Area Agency on Aging of Broward County regarding the RFP.

Failure to submit a Notice of Intent to Submit a Proposal by March 28, 2023 by 5:00 p.m. will preclude any individual or organization from submitting a response to the RFP.

J. BIDDERS CONFERENCE

No verbal inquiries will be accepted prior to the Bidders Conference scheduled for Friday, March 24, 2023 at 9:00 am, via Zoom. Please pre-register using the following link:

<https://us06web.zoom.us/meeting/register/tZUpCuGoqTsoG9z6dLZLmijd3wseR2KWUH4D>

Questions at the Bidders Conference will be answered orally, or in writing subsequent to the Conference if the information is not available. Following the Conference, a written Summary of Conference Highlights will be sent to attendees, and other interested parties who submitted a written request to receive RFP information and materials.

Attendance at the Bidders Conference is not mandatory and attendance by a bidder is not a prerequisite for acceptance of a proposal by the Area Agency on Aging of Broward County.

All interested parties and potential bidders should endeavor to attend the Bidders Conference.

K. INQUIRIES

ONLY WRITTEN INQUIRIES WILL BE ADDRESSED CONCERNING THE RFP AND THE PROPOSAL SUBMISSION PROCESS. NO FACSIMILE, E-MAIL, OR PHONE INQUIRIES WILL BE ACCEPTED.

Inquiries should be typewritten, and where possible, questions should include reference to precise pages and section(s) of the RFP Package. All inquiries shall be submitted in a sealed envelope, delivered by hand, receipt requested, or sent certified mail, return receipt requested to:

Shirley Snipes, Planning Director
Area Agency on Aging of Broward County
5300 Hiatus Road
Sunrise, FL 33351

No written inquiries will be accepted after 12:00 p.m. (EDT) on Tuesday, March 28, 2023.

L. TRADE SECRETS

The Area Agency on Aging of Broward County is unable to assure the confidentiality of information fitting the definition of "Trade Secrets" pursuant to §812.081, Florida Statutes.

The Area Agency on Aging of Broward County assumes no liability for disclosure or use of unmarked material containing trade secrets or other confidential material and may use or disclose the data for any purpose, and may assume the proposal was not submitted in confidence and therefore is a public record pursuant to Chapter 119, Florida Statutes.

M. ACCEPTANCE OF PROPOSALS

Failure to submit the Request for Proposals to the Area Agency on Aging of Broward County Offices at 5300 Hiatus Rd, Sunrise FL 33351 by 2:00 pm, on Thursday, May 4, 2023 is considered a FATAL FLAW.

An Evaluation Committee, comprised of Area Agency on Aging Board Members, Advisory Council Personnel, and Staff, as well as Community Advocates, and members of other community senior services organizations, shall review all submitted proposals in accordance with the established timetable. All competing proposals shall be reviewed by the Committee utilizing the OAA Proposal Evaluation Criteria and Rating Scale (Appendix X). The Rating Scale will be used to assess the degree to which a Proposer's response meets the proposal criteria.

The Area Agency on Aging of Broward County reserves the right to reject any, or all proposals, or waive minor irregularities, when to do so would be in the best interest of the Area Agency on Aging of Broward County and the State of Florida. Minor irregularities, as determined in the sole discretion of AAABC, (see, Rule 60A-1.001(16) Florida Administrative Code for definition) are those which will not have a significant adverse effect on overall competition, cost or performance.

In the best interests of the Area Agency on Aging of Broward County and the State of Florida Department of Elder Affairs, the AAABC reserves and holds at its discretion the right:

1. To reject any and all proposals.
2. To issue subsequent Request for Proposals.
3. To waive any minor technicalities or irregularities. Minor irregularities are those which will not have a significant adverse effect on overall competition, cost or performance as determined in the sole discretion of AAABC.
4. To adjust funding amounts, upward or downward, based upon availability of funds from Title III-C, of the Older Americans Act, State General Revenue, and the acceptability of the proposals received.
5. To request revision, modification or clarification of any unclear portions of the proposals submitted.

The AAABC, likewise, reserves the right to reject the proposal of any proposer who has previously failed to properly perform or timely complete contracts of a similar nature.

Contracts awarded shall be non-exclusive and, in its sole discretion, AAABC may award contracts to one or more proposers.

N. FORMAL PROTESTS

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any actual or prospective proposer, who desires to file a formal protest to this RFP, as outlined in Item 20 of the General Conditions section on the PUR Form 1001 must accompany that protest with a cash bond in the form of a check, cashier's check, or money order made payable to the State of Florida Department of Elder Affairs in the amount of \$5,000 or one percent (1%) of the Department's estimate of the total volume of the proposed contract, whichever is less.

O. DISASTER

In preparation for the threat of an emergency event, as defined in the State of Florida Comprehensive Emergency Management Plan, the Area Agency on Aging of Broward County or the State of Florida Department of Elder Affairs may exercise authority over Service Providers in order to implement preparedness activities to improve the safety of elderly persons in the threatened area and to secure provider facilities in order to minimize potential damaging effect of the event.

Similarly, in the event that the President of the United States or the Governor of Florida declares a disaster or state of emergency, the Area Agency on Aging of Broward County or the State of Florida Department of Elder Affairs may exercise authority over Service Providers in order to implement emergency relief measures. All such actions shall be for the purpose of ensuring the health, safety, and welfare of the elderly in the potential, or actual, disaster area.

Applicants must consider how services will be delivered in the event of a disaster or emergency and must prepare a formal Plan of Action containing responses to disaster, terrorism, or other emergency situations. This initial Plan will be submitted to the Area Agency on Aging of Broward County. Any subsequent updates to the Plan will be forwarded, on an annual basis, to the Area Agency on Aging of Broward County prior to the onset of the Hurricane Season.

P. COPIES OF PROPOSAL

The Area Agency on Aging of Broward County requires **one (1) electronic copy on a USB Flash Drive and eight (8) bound copies of each response to the Request for Proposals be submitted by the Applicant.** The response must be written front side only and bound in 3-ring loose leaf binders. The envelope or box should be securely sealed, and marked on the outside with the Service Program Number and Name. The applicable Service Program Number and Name is identified in Section V.

One bound copy of the proposal submitted to the Area Agency on Aging of Broward County must be marked "ORIGINAL" and must contain an original signature of an official of the potential provider agency who is authorized to bind the provider to their proposal.

Failure to submit one (1) electronic copy on a USB Flash Drive and eight (8) bound copies of each response to the Request for Proposals be submitted is considered a FATAL FLAW.

Q. COST OF PREPARATION

The Area Agency on Aging of Broward County is not liable for any costs incurred by an applicant in responding to this Request for Proposals.

R. MAIL DELIVERY

The Area Agency on Aging of Broward County is not responsible for any missed deadlines resulting from late delivery or omissions by the U.S. Postal Service or courier service. Items, sent by the Area Agency on Aging of Broward County to the address shown on "Notice of Intent to Respond", or on written requests, shall be deemed delivered.

S. PROPOSAL SELECTION CRITERIA

The criteria, by which the responses to the Request for Proposals will be evaluated and selected, are contained in the Proposal Evaluation Criteria and Rating Scale (Appendix X). Vendor Agreements will be awarded to one or more of the proposals beginning with the proposal(s) ranked highest, and by utilizing the evaluation methodology in the RFP presenting the best offer(s) for the services sought.

If awards under this RFP are made, the AAABC will designate as OAA Nutrition Providers those determined by AAABC to be the most responsive, responsible providers of nutritionally sound, tasty, high quality food with culturally preferred food options and best proposers in compliance with this RFP, provided said proposals are considered (within the sole discretion of the AAABC) reasonable and in the best interest of the AAABC to accept. The most responsive, responsible, and best refers to the results of the quantitative and qualitative evaluation process followed in the review of all proposals to be submitted. The proposals from the most responsible proposers with the highest score which contains the lowest price(s) for service(s) and which is most responsive to the RFP requirements as a whole, will be deemed to be the most responsive, responsible, providers of nutritionally sound, tasty, high quality food with culturally preferred food options and best. Price(s) are significant, but it is not necessarily the proposers submitting the lowest-cost proposal who win the contract. The AAABC reserves the right to waive any minor irregularity in any proposal. Regardless of any other statements in this RFP, the AAABC reserves the right to reject any one or all proposals; to re-advertise this Request for Proposal; to postpone or cancel the solicitation process; to waive any informality in any proposal; and to award the contract in the best interest of the AAABC based on the requirements of the RFP.

The AAABC, likewise, reserves the right to reject the proposal of any proposer who has previously failed to properly perform or to timely complete contracts with AAABC of a similar nature.

Contracts awarded shall be non-exclusive and, in its sole discretion, AAABC may award contracts to one or more proposers.

T. NOTICE OF INTENT TO AWARD

Notices of Intent to Award will be announced on the AAABC website: www.adrcbroward.org and on any other information site for which the initial RFP advertisement appeared.

U. NOTICE OF AWARDS

Written notices of the vendor agreement awards will be sent by certified mail, return receipt requested, or hand delivered to all persons who submit a Notice of Intent to Submit a Proposal, any other interested persons or firms who, in writing, request copies of information concerning the Request for Proposals, and Applicants who submit a response to the Request for Proposals.

For each Service Program, the selection and award to each and every specific organization to which a vendor agreement award(s) is made by the Area Agency on Aging Board of Directors shall be final and made in accordance with the established timetable. The Area Agency on Aging Board of Directors will award the vendor Agreements based upon the recommendation made by the Evaluations Committee. However, such recommendation and award shall reflect the best interests of the Area Agency on Aging of Broward County, the seniors of Broward County, and the State of Florida.

V. VENDOR AGREEMENT TERMS AND CONDITIONS

The Model Master Contract, O3C2 Vendor Agreement(s) are attached (Appendix I, Ib). The model vendor agreements contain all current basic contract terms and conditions. However, the vendor agreements, and their special provisions, and other related requirements, are subject to change based upon subsequent regulations.

All recipients of Older Americans Act Funds must agree to comply with the terms and conditions of the model vendor agreements, as well as subsequent revisions. Once the proposal, submitted by the accepted bidder, has been approved in its entirety, it will be referenced and made part of each vendor agreement.

Failure to submit a signed Contract Terms and Conditions Form is considered a FATAL FLAW.

W. VENDOR AGREEMENT RENEWAL

The Area Agency on Aging of Broward County may execute five (5) additional one-year vendor agreements with Service Providers who are awarded vendor agreements as a result of this Request for Proposals Process. Renewal vendor agreements will be contingent upon the performance of the selected Provider(s) upon the recommendation of the Area Agency on Aging Staff and approval of the Board of Directors as well as the availability of Federal Older Americans Act Dollars. For subsequent vendor agreements, actual funding will be based on the amount of money available through the Older Americans Act at the time the contract is due for renewal.

Should renewal vendor agreements be given, the Area Agency on Aging of Broward County requires the Service Providers submit annual updates to the Unit Cost Methodology Worksheets and the entire Service Provider Application prior to issuing new vendor agreements.

X. APPEALS PROCESS

The Area Agency on Aging of Broward County has an existing Appeals Policy in the event of an appeal of any decision of award of this RFP. Notices of Intent to Appeal the Award must be submitted to:

Charlotte Mather-Taylor, Chief Executive Officer
Area Agency on Aging of Broward County
5300 Hiatus Road
Sunrise, Florida 33351

Notice of Intent to Appeal must be hand delivered or sent certified mail, return receipt requested. The envelope should be marked "Notice of Intent to Appeal". Notices of Intent to Appeal must be submitted by 5:00 p.m. (EDT) on Tuesday, May 23, 2023.

If, in the sole determination of the Area Agency on Aging of Broward County, a disputed contract may result in an interruption of services to elderly clients, the Area Agency on Aging of Broward County reserves the right to contract with a provider of choice on an interim basis to maintain the delivery of services until the appeal is resolved. A copy of the Areawide Council on Aging of Broward County Hearing (Appeals) Procedures Hearing Procedures is attached (Appendix XI).

Y. TERMINATION OF A SUCCESSFUL APPLICANT

In the event of the termination of a service provider(s) to which an award was made within six (6) months of the initial contract, the Area Agency on Aging of Broward County may, in the best interests of the elderly of Broward County, determine whether additional service providers may be needed to adequately serve the needs of the elderly population of Broward County and issue an additional RFP to obtain additional service providers. Alternatively, if determined necessary in the sole discretion of the Area Agency on Aging of Broward County, AAABC may seek a waiver from the Florida Department of Elder Affairs to administer the Program directly.

Z. CONFLICT OF INTEREST

Providers/Vendors must agree to adhere to the policy, regarding conflict of interest issues, as stipulated in the AAABC Sample OAA Contract/Vendor Agreements (Appendix Ia, & Ib), Paragraph 31.

AA. SPECIAL REQUIREMENTS

1. Grantee must bear the cost of:
 - a. recruitment of any personnel prior to July 1, 2023.
 - b. any pre-service training prior to July 1, 2023.
2. Providers must maintain an office staffed during the hours of operation of service between 8-5 Monday through Friday and have an answering service or other mean for clients to leave messages after hours.

Nutrition Programs are encouraged to ensure that their food service vendors use production kitchens located within the State of Florida. Any nutrition provider wanting to do business with a vendor that maintains meal preparation kitchens outside the State of Florida must seek prior approval from the State of Florida, Department of Elder Affairs and ensure the production kitchen follows the Food and Drug Administration and the United States Department of Agriculture and any other applicable federal or state regulation.

3. The DOAH networked computer system is operational through the Aging & Disability Resource Center. The Grantee must:
 - a. participate in supporting the computer system through the grant.
 - b. budget funds for computer services.
 - c. adhere to the DOAH and Aging & Disability Resource Center procedures and standards when purchasing Information Technology Resources (ITR) as part of this contract. 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 Provider must secure prior written approval through the Program Director from the Area Agency on Aging of Broward County for purchase of any ITR. The Provider will not be reimbursed for any purchases made prior to this written approval on the ITR worksheet.
 - d. 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.

End of Section III.

IV. BIDDERS' INSTRUCTIONS

SERVICE PROVIDER APPLICATION

Proposals must include a Service Provider Application (SPA). The instructions are included in Appendix V. DOEA Service Provider Application Minimum Requirements, and the required items/formats are in Appendix VI. DOEA Service Provider Application Formats.

A complete SPA will include a response to

- A) Program Module,
- B) Contract Module, and
- C) Essential Forms/Items.

Failure to submit a COMPLETED Service Provider Application is considered a FATAL FLAW.

End of Section IV.

V. DESCRIPTION OF SERVICE PROGRAMS

SERVICE PROGRAM

NUTRITION PROGRAM – HOME DELIVERED MEALS

GEOGRAPHIC AREA: BROWARD COUNTY

PROPOSED SERVICES WILL BE SPECIFIED BY THE APPLICANT INCORPORATING THE MINIMUM REQUIREMENTS

Please Refer To Listing Of Services Required to Be Provided
Contained On Page 3 In The RFP

FUNDING SOURCE: OLDER AMERICANS ACT TITLE III-C2

SERVICES TO BE PROVIDED	MINIMUM FUNDING LEVEL (ONLY IF SPECIFIED)	UNITS OF SERVICE
<u>III-C2 FUNDING</u>		
Total Older Americans Act Federal Funding III-C2 (90%) Required Local Match (10%)		\$
OTHER SERVICES – III-C2		

End of Section V

VI. EVALUATION CRITERIA AND RATING SCALE

The evaluation criteria and rating scale (Appendix X) are used to review and rank applications.

The three (3) review categories are as follows:

Program Module;
Contract Module; and if applicable
Organizational Capability Items.

In the sections mentioned above, items are rated on a scale carrying points as follows:

- **Omitted** **point value = 0** Required item or document not addressed or included.
- **Poor** **point value = 1** Well below minimum expectations; demonstrates insufficient understanding of the project; Fails to show how the item being measured contributes to the realization of the project. The presentation is confusing; contains contradictory statements; information is vague or too general; or information is inaccurate and/or misleading.
- **Fair** **point value = 2** Falls short of minimum expectations; may demonstrate basic understanding of the project but fails to show how the item being measured contributes to the realization of the project. The presentation is unclear in some areas and the content is very basic.
- **Good** **point value = 3** Exceeds minimum expectations; demonstrates good understanding of the project by showing how the item being measured contributes to the realization of the project. The presentation is clear, concise and offers measurable objectives and accurate information.
- **Excellent** **point value = 4** Superior presentation; far exceeds requirements; demonstrates a comprehensive understanding of the program requirements and mandates; item submitted is concise, detailed, and fully responsive to requirements.

A Rating Summary Sheet will be completed by each reviewer for each proposal submitted. (Appendix X)

For each section the total rating is determined, then divided by the number of questions to provide the section total.

To move forward a proposal must have a minimum score of 2.

Each section is then weighted as follows:

For New Bidders:	Program Module	50%
	Contract Module	30%
	Organizational Capability	20%
For Current Providers:	Program Module	60%
	Contract Module	40%

The weighted score will determine the ranking of proposals.

The evaluation criteria has been designed to give due consideration to agencies able to demonstrate that they:

- a. will provide, and assure, provision of quality services;
- b. have experience providing the service(s) for which they have bid;
- c. demonstrate the ability to meet minimum service standards as set forth in the most current Department of Elder Affairs Programs and Services Handbook;
- d. have the ability to provide service to existing clients;
- e. have the capacity to meet the administrative programmatic and reporting requirements specified in this RFP;
- f. will provide the services at competitive unit costs; and
- g. are able to read and follow these RFP instructions and submit a quality proposal.

VII. Appendices

- **See online for Appendices I through XIX**

MASTER CONTRACT

THIS MASTER CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **Name of Contractor** hereinafter referred to as the “Contractor”, who are collectively referred to as the “Parties.” The term Contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in ATTACHMENT I, Exhibit-1 as necessary.

1. Purpose of Contract

The purpose of this Master Contract is to set the general terms and conditions applicable to the contracts or agreements between the Contractor and the Council for the provision of the services specified in each one of those contracts or agreements incorporating this Master Contract by reference with all its attachments and exhibits, which shall constitute in each case the entire contract document.

1.1 State of Florida, Department of Elder Affairs’ Mission Statement

To foster an environment that promotes well-being for Florida’s elders and enables them to remain in their homes and communities. The State of Florida, Department of Elder Affairs’ vision is of all Floridians aging with dignity, purpose, and independence. Area agencies, lead agencies and local service providers, as partners and stakeholders in Florida’s aging services network, are expected to support the State of Florida, Department of Elder Affairs’ mission, vision, and program priorities.

1.2 Areawide Council on Aging of Broward County, Inc.’s Mission Statement

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.

2. Incorporation of Documents within the Contract

All contracts or agreements including attachments, proposal(s), solicitation(s), service provider application(s), grant agreements, relevant to the State of Florida, Department of Elder Affairs’ handbooks, manuals or desk books executed between the Contractor and the Council shall incorporate this Master Contract by reference and be subject to the conditions set forth in this Master Contract for the duration of the contract period(s). Any and all contracts or agreements executed between the Contractor and the Council during the effective period of this Master Contract will incorporate this Master Contract by reference and shall be governed in accordance with the applicable laws, statutes, and other conditions set forth in this Master Contract.

3. Term of Contract

This Master Contract when executed will have an effective date of January 1, 2023. It will end at midnight, Eastern Standard Time on December 31, 2023.

4. Compliance with Federal Law

- 4.1 If any contract or agreement incorporating this Master Contract by reference contains federal funds this section shall apply:

- 4.1.1** The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200 and other applicable regulations.
- 4.1.2** If the contract or agreement incorporating this Master Contract by reference 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 Council.
- 4.1.3** The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with any contract or agreement incorporating this Master Contract by reference to influence legislation or appropriations pending before the Congress or any State Legislature. The Contractor must, prior to contract execution, complete the Certification Regarding Lobbying included in ATTACHMENT II, Certifications and Assurances.
- 4.1.4** 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 regulation 41 CFR Part 60 and Department of Health and Human Service regulations 45 CFR Part 92, if applicable.
- 4.1.5** A contract or agreement award with an amount expected to equal or exceed \$25,000.00 and certain other contract or agreement 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 any contract or agreement incorporating this Master Contract by reference. The Contractor shall complete and sign the Debarment and Suspension Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.
- 4.2** The Contractor shall not employ an unauthorized alien. The Council 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 Master Contract and any contract or agreement incorporating this Master Contract by reference by the Council.
- 4.3** 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 Council in writing within thirty (30) days of receiving the IRS notice of revocation.
- 4.4** The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

- 4.5** Unless exempt under 2 CFR Part 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.
- 4.6** To comply with Presidential Executive Order 12989 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 eligibility of all new employees hired by Contractor during the contract or agreement term. The 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 eligibility of all new employees hired by the subcontractor during any contract or agreement term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Contractor shall complete and sign the Verification of Employment Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

5. Compliance with State Law

- 5.1** This Master Contract and any contract or agreement incorporating this Master Contract by reference is executed and entered into with the Council, with the pass through funding from the State of Florida, Department of Elder Affairs, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 5.2** 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 from the Department of Financial Services at:
(https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).
- 5.3** The Contractor shall comply with requirements of Section 287.058, F.S. as amended.
- 5.3.1** The Contractor shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Master Contract and any contract or agreement incorporating this Master Contract by reference, which the Council's Contract Manager must receive and accept in writing prior to payment.
- 5.3.2** 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.
- 5.3.3** If itemized payment for travel expenses is permitted in any contract or agreement incorporating this Master Contract by reference, the Contractor shall submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this Master Contract and any contract or agreement incorporating this Master Contract by reference. The current state rate for reimbursement of travel in a privately owned vehicle is \$0.445 per mile.
- 5.3.4** The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011(12), F.S., made or received by the Contractor in conjunction with any contract or agreement incorporating this Master Contract by reference, 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 or agreement for which the Council may

unilaterally terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference.

5.4 If clients are to be transported under any contract or agreement incorporating this Master Contract by reference, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, F. A. C.

5.5 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.

5.6 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.

5.7 The Council may, at its option, terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference, 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. The Contractor shall complete and sign the Scrutinized Companies Lists Certification, included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

6. Cooperation with the Inspector General

Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. The Contractor further agrees that it shall include, in related subcontracts, a requirement that subcontractors performing work or providing services pursuant to any contract or agreement that incorporates this Master Contract by reference, agree to cooperate with the Inspector general in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S.

7. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

7.1 To demonstrate compliance with this provision, Contractor shall submit annually, no later than January 5th, the completed ATTACHMENT VII, Background Screening Affidavit of Compliance.

7.2 Further information concerning the procedures for background screening is found at <https://elderaffairs.org/about-us/background-screening/?highlight=background%20screening>

8. 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 Council. 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 Council 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 Council with a summary of the investigation and allegations.

9. Grievance and Complaint Procedures

9.1 Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

9.2 Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

10. Public Records and Retention

By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

10.1 Keep and maintain public records required by the Council to perform the contracted services.

10.2 Upon request from the Council's custodian of public records, provide the Council 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.

10.3 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 Council.

10.4 Upon completion of the contract or agreement incorporating this Master Contract by reference, the Contractor will either transfer, at no cost to the Council, all public records in possession of the Contractor, or will keep and maintain public records required by the Council. If the Contractor transfers all public records to the Council 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 Council in a format that is compatible with the information technology systems of the Council.

- 10.5** The Council may unilaterally cancel any contract or agreement incorporating this Master Contract by reference, notwithstanding any other provisions of this Master Contract, for refusal by the Contractor to comply with Section 10 of this Master Contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Master Contract or any contract or agreement incorporating this Master Contract by reference, 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 MASTER CONTRACT OR ANY CONTRACT THAT INCORPORATES THIS MASTER CONTRACT BY REFERENCE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Areawide Council on Aging of Broward County, Inc.

5300 Hiatus Road, Sunrise, FL 33351

(954) 745-9567

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 Council under this Master Contract and any contract or agreement incorporating this Master Contract by reference. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under any contract or agreement which incorporates this Master Contract by reference. 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 any contract or agreement which incorporates this Master Contract by reference for a period of six (6) years after completion of the contract or agreement incorporating this Master Contract by reference or longer when required by law. In the event an audit is required for any contract or agreement incorporating this Master Contract by reference, 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 any contract or agreement incorporating this Master Contract by reference, at no additional cost to the Council.
- 11.3** Upon demand, at no additional cost to the Council, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 11.4** The Contractor shall assure 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 Council.
- 11.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Council and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractor's contracts or agreements, related records and documents pertinent to any contract or agreement, regardless of the form in which it is kept.

- 11.6** The Contractor shall provide a financial and compliance audit to the Council as specified in ATTACHMENT I of this Master 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 subcontracts performing work or providing service pursuant to this Contract agree to cooperate with the Inspector General in any investigation, audit, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this Master Contract the Contractor understands and will comply with this subsection.
- 12. Nondiscrimination-Civil Rights Compliance**
- 12.1** The Contractor shall execute assurances in ATTACHMENT III, Assurances-Non-Construction Programs, that it will not discriminate against any person in the provision of services or benefits under any contract or agreement incorporating this Master Contract by reference or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. The Contractor shall complete and sign ATTACHMENT III, Assurances-Non-Construction Programs, prior to the execution of this Master Contract.
- 12.2** During the term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, ATTACHMENT IV.
- 12.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through any contract or agreement incorporating this Master Contract by reference. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 12.4** If any contract or agreement incorporating this Master Contract by reference, contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.
- 13. Monitoring by the Council**
- The Contractor shall allow persons duly authorized by the Council to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Master Contract and any contract or agreement which incorporates this Master Contract by

reference, and to interview any clients, employees and subcontractor employees of the Contractor to assure the Council of the satisfactory performance of the terms and conditions of any contract or agreement which incorporates this Master Contract by reference. Following such review, the Council will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a corrective action plan. The Contractor hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Council.

14. Provision of Services

The Contractor shall provide services in the manner to be described in subsequent contracts or agreements incorporating this Master Contract by reference.

15. Coordinated Monitoring with Other Agencies

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

16. New Contract(s) Reporting

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

17. Indemnification

The Contractor shall indemnify, save, defend, and hold harmless the Council and its agents and employees and the State of Florida and its agents and employees and the State of Florida, Department of Elder Affairs and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Council for claims, demands, actions or causes of action arising solely out of the Council's negligence. Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 17 is not applicable to contracts or agreements executed between the Contractor, the Council 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 any contract or agreement incorporating this Master Contract by reference and any renewal(s)

and extension(s) of it. By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, unless it is a state agency or subdivision as defined by Subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under any contract or agreement incorporating this Master Contract by reference. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under any contract or agreement incorporating this Master Contract by reference. The Contractor shall ensure that the Council has the most current written verification of insurance coverage throughout the term of any contract or agreement incorporating this Master Contract by reference. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Council reserves the right to require additional insurance as specified in any contract or agreement incorporating this Master Contract by reference.

18.2 Throughout the term of any contract or agreement incorporating this Master Contract by reference, 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 contracts or agreements incorporating this Master 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 any contract or agreement incorporating this Master Contract by reference, 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 of 1996, Public Law 104-191, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

The Council, as a covered entity, and the Contractor, as a business associate, shall comply with the provisions of 45 CFR Part 164 by entering into a Business Associate Agreement, ATTACHMENT IX, to ensure that the business associate will appropriately safeguard Protected Health Information (PHI).

21. Incident Reporting

21.1 The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates this Master Contract by reference. Such notice shall be made orally to the Council'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 both the Contractor and its employees.

22. Bankruptcy Notification

During the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall immediately notify the Council 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 Council: (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 any contract or agreement incorporating this Master Contract by reference, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Contractor’s name), Areawide Council on Aging of Broward County, Inc., and the State of Florida, Department of Elder Affairs.” If the sponsorship reference is in written material, the words “Areawide Council on Aging of Broward County, Inc. and 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 “Areawide Council on Aging of Broward County, Inc. and the State of Florida, Department of Elder Affairs” to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Council prior to use.

24. Assignments

24.1 The Contractor shall not assign the rights and responsibilities under any contract or agreement incorporating this Master Contract by reference without the prior written approval of the Council, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Council will constitute a material breach of the contract or agreement. In the event the Council approves transfer of the Council’s obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the contract or agreement.

24.2 The Council is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any contract or agreement to another contractor in Broward County, upon giving prior written notice to the Contractor. Notwithstanding the foregoing, should the Council assign the duties, rights, or obligations hereunder to a provider, individual, or entity who has been excluded, debarred, suspended, or otherwise deemed ineligible to participate in a Federal Health Care Program, including but not limited to Medicare or Medicaid, Contractor shall be entitled to immediately terminate this Agreement with no further obligations and with no liability, cost, penalty, or imposition of any damages.

24.3 This Master Contract and any contract or agreement incorporating this Master Contract by reference shall remain binding upon the successors in interest of either the Contractor or the Council.

25. Subcontracts

- 25.1** The Contractor is responsible for all work performed and for all commodities produced pursuant to any contract or agreement incorporating this Master Contract by reference, 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 Council deems necessary. The Contractor further agrees that the Council will not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Council against any such claims as permitted by law.
- 25.2** The Contractor shall promptly pay any subcontractor upon receipt of payment from the Council. Failure to make payments to any subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in any contract or agreement incorporating this Master Contract by reference 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, or any of its subcontractors, are independent contractors and are not employees of the Council or the State of Florida, Department of Elder Affairs and shall not hold themselves out as employees or agents of the Council or the State of Florida, Department of Elder Affairs without specific authorization from the Council. It is the further intent and understanding of the Parties that the Council 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. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor will be the sole responsibility of the Contractor.
- 27. Payment**
- 27.1** Payments shall be made to the Contractor pursuant to Section 215.422, F.S., as services are rendered and invoiced by the Contractor. The Council's Finance Director will have final approval of the invoice for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of any contract or agreement incorporating this Master Contract by reference, unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Council'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.
- 27.2** The Contractor agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The Contractor shall comply with the particular requirements under the following laws and guidelines that are applicable to the contracts or agreements incorporating this Master Contract by reference: (a) paragraph (16) (b) of Section 216.181, F.S., regarding advances; (b) paragraph 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State Expenditures from the Department of Financial Services at: (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2). The Contractor certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this Master Contract by reference, including paid subcontractor invoices, and will be produced upon request by the

Council. The Contractor further certifies that reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in Sections four (4) and five (5) of this Master Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Contractor's approved service provider application as developed in accordance with and pursuant to Section 306(a) of the Older Americans Act of 1965, as amended.

- 27.3** The Contractor shall provide units of deliverables, including reports, findings, and drafts as specified in the contracts or agreements and attachments which incorporate this Master Contract by reference, and the service provider application developed by the Contractor (pursuant to Section 306(a) of the Older Americans Act), to be received and accepted by the Contract Manager prior to payment.
- 27.4** The Council acknowledges its obligation to pay the Contractor for the performance of the Contractor's duties and responsibilities set forth in any contract or agreement incorporating this Master Contract by reference.
- 27.5** The Council shall not be liable to the Contractor for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any contract or agreement executed between the Parties, which incorporates this Master Contract by reference, including but not limited to terms, governing the Contractor's promised performance and unit rates and/or reimbursement capitations specified.
- 27.6** The Council shall not be liable to the Contractor for any expenditures which are not allowable costs as defined in 45 CFR, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.
- 27.8** The Council shall not be liable to the Contractor for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any contract or agreement incorporating this Master Contract by reference.
- 28. Return of Funds**
The Contractor shall return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any contract or agreement incorporating this Master Contract by reference that were disbursed to the Contractor by the Council. 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 Council. In the event that the Council first discovers an overpayment has been made, the Finance Director, on behalf of the Council, 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 Council notification or Contractor discovery.
- 29. Data Integrity and Safeguarding Information**
The Contractor shall insure an appropriate level of data security for the information the Contractor is collecting or using in the performance of any contract or agreement incorporating this Master Contract by reference. 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 must 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 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 included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

30. Computer Use and Social Media Policy

The State of Florida, Department of Elder Affairs has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, other-personal-services and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the State of Florida, Department of Elder Affairs' computer resource systems must comply with the State of Florida, Department of Elder Affairs' Social Media Policy, ATTACHMENT V, 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.

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 selection, or in the award of a contract or agreement 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, has a financial or other interest in the firm selected for award. The Contractor 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 of Directors and management must disclose to the Council 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 any contract or agreement incorporating this Master Contract by reference. The Contractor's employees 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 or agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract or agreement 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 or agreement 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 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 under any contract or agreement incorporating this Master Contract by reference in accordance with Section 413.036, F.S.
- 33.2** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, ANY CONTRACT OR AGREEMENT INCORPORATING THIS MASTER CONTRACT BY REFERENCE, 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 SECTION 413.036(1) AND (2), F.S. AND FOR PURPOSES OF ANY CONTRACT OR AGREEMENT INCORPORATING THIS MASTER CONTRACT BY REFERENCE, THE CONTRACTOR SHALL BE DEEMED TO BE SUBSTITUTED FOR THE COUNCIL INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.
- 33.3** 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.
- 33.4** 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 State of Florida, Department of Elder Affairs through the Council in accordance with its rules.
- 33.5** Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
- 33.6** The Contractor may procure any recycled products or materials, which are the subject of or are required to carry any contract or agreement incorporating this Master Contract by reference, when the Department of Management Services through the Council determines that those products are available, in accordance with the provisions of Section 403.7065, F.S.
- 33.7** The Contractor shall procure products and/or services required to perform under any contract or agreement incorporating this Master Contract by reference in accordance with Section 946.515, F.S.
- 33.8** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR ARE REQUIRED TO CARRY OUT ANY CONTRACT OR AGREEMENT INCORPORATING THIS MASTER CONTRACT BY REFERENCE, SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SUBSECTIONS 946.515(2) AND (4), F.S. AND FOR PURPOSES OF THIS MASTER CONTRACT, THE CONTRACTOR WILL BE DEEMED TO BE SUBSTITUTED FOR THE COUNCIL INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

- 33.9** 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 <http://pride-enterprises.org/>.
- 34. Patents, Copyrights, Royalties**
- If any contract or agreement incorporating this Master Contract by reference 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 any contract or agreement incorporating this Master Contract by reference, or in any way connected with any contract or agreement incorporating this Master Contract by reference, or if ownership of any discovery, invention, or copyrightable materials was purchased in the course of or as a result of work or services performed under any contract or agreement incorporating this Master Contract by reference, the Contractor shall refer the discovery, invention or copyrightable material to the Council to be referred to the State of Florida, Department of Elder Affairs and/or the Department of State. Any and all patent rights or copyrights accruing under any contract or agreement incorporating this Master Contract by reference are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571(5)(k), the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in any contract or agreement incorporating this Master Contract by reference.
- 34.1** If the primary purpose of any contract or agreement incorporating this Master Contract by reference 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 Paragraph 34.
- 34.2** If any contract or agreement incorporating this Master Contract by reference 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 State of Florida, Department of Elder Affairs 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 any contract or agreement incorporating this Master Contract by reference 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 any contract or agreement, submit to the Council verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Council of emergency provisions.
- 35.2** In the event a situation results in a cession of services by a subcontractor, the Contractor shall retain responsibility for performance under any contract or agreement incorporating this Master Contract by reference and must follow procedures to ensure continuity of operations without interruption.
- 36. Equipment**

- 36.1** Equipment means: (a) an article of nonexpendable, tangible personal property, including information technology systems, having a useful life of more than one year and an 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 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 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 Council upon request. The Contractor shall promptly investigate, fully document and fully document and notify the Council's Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Council's 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, as a minimum, meet the following requirements and to include accurately maintained equipment records with the following information:
- (1) Property records must be maintained that include a description of the equipment;
 - (2) Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
 - (3) Source of funding for the equipment, including the federal award identification number;
 - (4) Whether title vests in the Contractor or the federal government;
 - (5) Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
 - (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);
 - (7) Location, use and condition of the equipment and the date the information was reported;
 - (8) Unit acquisition cost; and
 - (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.
 - (10) A physical inventory must be taken, and the results reconciled with the property records at least once every two (2) years.
 - (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).
 - (12) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (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 Master Contract or any contract or agreement incorporating this Master Contract by reference, or identified in the sub agreements with subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 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 Council or the State of Florida, Department of Elder Affairs, or purchased with funds provided through any contract or agreement incorporating this Master Contract by reference without first obtaining the approval of the Council. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Council. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 36.6** The Council will issue disposition instructions. If disposition instructions are not received within 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 contracts or agreements covered under any contract or agreement incorporating this Master Contract by reference without the prior approval of the Council. 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. 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** Contractor must adhere to the State of Florida, Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any contract or agreement incorporating this Master 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. Contractor shall secure written approval through the Council's Contract Manager prior to the purchase of any ITR. Contractor shall not be reimbursed for any purchase made prior to the written approval. The completed ITR worksheet shall be maintained in the Contractor's LAN administrator's file and must be provided to the Council upon request. The Contractor has the responsibility to require any subcontractors to comply with the State of Florida, Department of Elder Affairs' 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

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement incorporating this Master Contract by reference, the terms or conditions of any contract or agreement incorporating this Master Contract by reference, 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 any contract or agreement incorporating this Master Contract, by reference that cannot be resolved by agreement of both Parties shall be decided by the Council's Executive Director, who shall reduce the decision to writing and serve a copy on the Contractor.

40. Financial Consequences of Non-Performance

If the Contractor fails to meet the minimum level of service or performance identified in any contract or agreement incorporating this Master Contract by reference, or that is customary for the industry, then the Council must apply financial consequences commensurate with the deficiency as outlined in any contract or agreement incorporating this Master Contract by reference. The Contractor will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Council and/or the State of Florida, Department of Elder Affairs.

41. No Waiver of Sovereign Immunity

Nothing contained in any contract or agreement incorporating this Master Contract by reference, 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 any contract or agreement incorporating this Master Contract by reference, the venue of such legal recourse will be Broward County, Florida.

43. Entire Contract

This Master Contract and any contract or agreement incorporating this Master Contract by reference, contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Council or the Contractor unless expressly contained herein or by a written subsequent contract, agreement and/or amendment to this Master 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 Council's performance and obligation to pay under any contract or agreement incorporating this Master Contract by reference is contingent upon an annual appropriation by the State Legislature. In the event such an appropriation is not made, the Contractor will not be entitled to file a claims bill.

47. Addition/Deletion

The Parties agree that the Council reserves the right to add or to delete any of the services required under any contract or agreement incorporating this Master Contract by reference when deemed to be in Broward County'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 Council to exercise or enforce any of its rights under any contract or agreement incorporating this Master Contract by reference will not constitute or be deemed a waiver of the Council'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 any contract or agreement incorporating this Master Contract by reference, to immediate, unilateral cancellation of the contract or agreement at the discretion of the Council.

50. Final Invoice

The Contractor shall submit the final invoice for payment to the Council as specified in any contract or agreement incorporating this Master Contract by reference. If the Contractor fails to submit final request for payment as specified in any contract or agreement, then all rights to payment may be forfeited and the Council may not honor any requests submitted. Any payment due under the terms of any contract or agreement incorporating this Master Contract by reference may be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Council.

51. Renegotiations or Modifications

Modifications of the provisions of any contract, agreement, and this Master 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 for any contract or agreement incorporating this Master Contract by reference 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 Council's operating budget.

52. Suspension of Work

The Council may in its sole discretion suspend any or all activities under this Master Contract and any contract or agreement incorporating this Master Contract by reference, at any time, when in the best interests of the Council to do so. The Council 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 Council 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 Council, by written notice to the Contractor, may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference in whole or in part when the Council determines in its sole discretion that it is in the Council'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 the contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

53.2 Termination for Cause

The Council may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference 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 this Master Contract and any contract or agreement incorporating this Master Contract by reference, 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 any contract or agreement incorporating this Master Contract by reference 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 obtained 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, 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 Council. The rights and remedies of the Parties in this clause are in addition to any other rights and remedies provided by law or under this Master Contract.

54. Electronic Records and Signature

The Council 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 Master Contract and any contract or agreement which incorporates this Master Contract by reference. 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 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 any contract or agreement incorporating this Master Contract by reference.

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

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

55. 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), in community service settings.

56. Enforcement

56.1 The Council may, without taking any intermediate measures available to it against the Contractor including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by the Council, placing the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative actions, if the Council finds that any of the following have occurred:

- (1) An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Master Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;
- (2) The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
- (3) The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
- (4) The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
- (5) The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this Master Contract and any contract or agreement incorporating this Master Contract by

reference, with the Council, or has exceeded its authority or otherwise failed to adhere to provisions specifically provided by statute or rule adopted by the State of Florida, Department of Elder Affairs;

- (6) The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or
- (7) The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.

56.2 In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating this Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

57. Use of Service Dollars/Wait List Management

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

57.2 The Contractor agrees to distribute funds as detailed in the service provider application and the Budget Summary, included in each contract or agreement incorporating this Master Contract by reference. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

58. Surplus/Deficit Report

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

- (1) A list of all services and their current status regarding surplus or deficit;
- (2) The Contractor’s detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the Contractor’s Board of Directors on resolution of spending issues, if applicable;
- (5) Number of clients currently on Assessed Prioritized Consumer List (APCL), that receive a priority ranking score of 4 or 5; and
- (6) Number of clients currently on the APCL designated as Imminent Risk.

59. Official Payee and Representatives (Names, Address, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Master Contract, and mailing address of the official payee to whom the payment will be made is:	TBD
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b.	The name of the contact person and street address where financial and administrative records are maintained is:	TBD
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under Master Contract is:	TBD
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	<p style="text-align: center;">Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org</p>
e.	The name, address, and telephone number of the Contract Manager for the Council for this Master Contract is:	<p style="text-align: center;">TBD Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567</p>
<p>Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Master Contract.</p>		

60. Selection of a Project Director

60.1 In the event the representative of the Contractor, responsible for administration of the Program (Project Director), resigns, is terminated, or for other reasons, no longer is responsible for the Contract, the Contractor will submit, at a minimum, the names and credentials of three finalists being considered for the Project Director’s vacancy. The Council will review and either approve or disapprove the candidates’ credentials within ten (10) working days of such notification. Final selection of the Project Director will be made by the administering agency of the Contractor from the approved listing.

60.2 The qualifications of the person, selected to be a new Project Director, must receive approval by the Council prior to appointment. The following steps constitute the required process:

- (1) The Contractor will notify the Council of its recruitment methods. This notification must permit reasonable opportunity for the Council to comment and offer technical assistance on the recruitment plan. The plan must contain:
 - a. appropriate and reasonable effort to recruit applicants on a non-discriminatory basis.
 - b. information on where, when, how, and how long the vacancy will be advertised.
 - c. the methodology for accepting applications.
 - d. the methodology for screening applications/applicants.
 - e. the criteria which will be applied to determine three-to-five persons qualified for the position.
 - f. the education, training, and or experience deemed essential for the position as determined by the Contractor.
- (2) The Contractor will provide the Council with the application or resume’ of persons deemed best qualified.

- (3) Council will, within ten (10) working days, review the application/resume of the candidates and offer comments on their qualifications.
- (4) After review and comment by Council, the Contractor is authorized to hire any of the individuals which have been deemed by the Council to meet the qualifications for the Project Director's position.

60.3 If Council determines that none of the proposed candidates meet the qualifications for Project Director, the Contractor must repeat the recruitment cycle.

60.4 The Contractor will repeat the recruitment cycle if the qualifications are judged by the Council to be insufficient.

60.5 At any time there is a vacancy for a Project Director, the Contractor must immediately appoint an "Acting" Project Director, and notify the Council upon appointment. No person may serve as an "Acting" Director for more than 120 calendar days without prior written approval of the Council.

61. All Terms and Conditions Included

This Master Contract and its attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Master Contract will supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Master Contract, the Parties agree that they have read and agreed to the entire contract.

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IN WITNESS THEREOF, the Parties hereto have caused this 55- page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

Name of Contractor

Areawide Council on Aging of Broward County, Inc.

BOARD PRESIDENT OR AUTHORIZED DESIGNEE

SIGNED BY

SIGNED BY

JOHN G. PRIMEAU

NAME

NAME

TITLE

PRESIDENT

TITLE

DATE

DATE

FEDERAL ID NUMBER: xx-xxxxxxx

FISCAL YEAR-END DATE: Month Day

ATTACHMENT I**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council and the State of Florida, Department of Elder Affairs, 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 Council and/or the State of Florida, Department of Elder Affairs staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Master Contract, and any contract or agreement incorporating this Master Contract by reference, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Council 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 Council, the State of Florida 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. Funding Summary indicates federal resources awarded through the Council. 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 Council. 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 Council 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 Council shall be fully disclosed in the audit report with reference to the Council 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 Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of thirty (30) days after receipt of the audit report or nine (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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Funding Summary indicates state financial assistance awarded through the Council. 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 Council, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate 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 nonstate 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 Council 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 Council shall be fully disclosed in the audit report with reference to the Council 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 Council incorporating this Master Contract in effect during the audit period. 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 local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than nine (9) months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of any contract incorporating this Master Contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of 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:

The Council at the following address:

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

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 Council at the following address:

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

Additionally, copies of financial reporting packages required by this Master 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 Council at the following address:

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

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 letter, or other information required to be submitted to the Council pursuant to this Master Contract and any contract incorporating this Master Contract by reference shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 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 Council for audits done in accordance with 2 CFR Part 200 or Chapters 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 Master Contract and any contract incorporating this Master Contract by reference for a period of six (6) years from the date the audit report is issued, and shall allow the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO) or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (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 Council.

END OF ATTACHMENT I

ATTACHMENT I
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 Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 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

END OF ATTACHMENT I, EXHIBIT 1

ATTACHMENT II**CERTIFICATIONS AND ASSURANCES**

Council will not award this Master Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of any contract or agreement incorporating this Master Contract by reference, 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 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 Master Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

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

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

This certification is a material representation of fact upon which reliance was placed when this Master Contract and any contract incorporating this Master Contract by reference was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master 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 Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
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 Council.
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 Council 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 participating in a boycott of Israel.

If any contract or agreement incorporating this Master Contract by reference 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 does not have 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 Council terminating this Master Contract and any contract or agreement incorporating this Master Contract by reference 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 Master Contract.

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

1. The Contractor and any subcontractors of services under this Master Contract or any contracts or agreements incorporating this Master Contract by reference 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 any contract or agreement incorporating this Master Contract by reference 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 any contract or agreement incorporating this Master Contract by reference 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 Council, 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 Master Contract or any contract or agreement incorporating this Master Contract by reference, and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any contract or agreement incorporating this Master Contract by reference 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 and any contract or agreement incorporating this Master Contract by reference 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 Council staff and/or any party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 8.1 and 8.2 of this Master 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 Council is named in the civil action, Contractor agrees to indemnify and hold

harmless the Council for any costs incurred by the Council and any attorneys’ fees assessed or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Master Contract or any contract or agreement incorporating this Master Contract by reference, 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 Council 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 (State of 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, as referenced in Section J.2. of this Attachment.

Contractor’s signature below attests that records pertaining to the dues or membership application by the Council are available for inspection as stated above.

By execution of this agreement, Contractor must include these provisions (A-J) by reference in all related subcontract agreements (if applicable) and Contractor certifies the representations outlined in parts A through J above, are true and correct.

Signature of Authorized Representative

Date

Title

Name of Contractor

Address of Contractor

ATTACHMENT III**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 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) §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 agreements.

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 Clean 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 OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Representative

Date

Title

Name of Contractor

Address of Contractor

ATTACHMENT IV

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

Name of Contractor	County: Broward	PSA10
Contractor Address:	Completed By Contractor:	
Contractor City, State ZIP:	Date:	Contractor Phone:

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

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

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

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

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with Council? If NA or NO, explain.

NA YES NO

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

If NA or NO, explain.

NA YES NO

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population?

If NA or NO, explain.

NA YES NO

9. Are eligibility requirements for services applied to clients and applicants without regard to race,

color, national origin, sex, age, religion or disability? If NA or NO, explain.

NA YES NO

10. Are all benefits, services and facilities available to applicants and participants in an equally effective

manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain.

NA YES NO

11. For in-patient services, are room assignments made without regard to race, color, national

origin or disability? If NA or NO, explain.

NA YES NO

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
-
13. Are employees, applicants and participants informed of their protection against discrimination?
If yes, how? Verbal Written Poster If NA or NO, explain. NA YES NO
-
14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA NUMBER

-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain. NA YES NO
-

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO
-
17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES NO
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
-
19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO
-
20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain. YES NO
-

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO
-

DOEA USE ONLY			
Reviewed By		In Compliance: YES NO*	
Program Office		*Notice of Corrective Action Sent ___/___/___	
Date	Telephone	Response Due ___/___/___	
On-Site	Desk Review	Response Received ___/___/___	

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. (“Other” races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEA recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the Florida State of Florida, Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504. 45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504. 45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

Social Media Policy

1.0 Purpose

The purpose of this policy is to establish guidelines for the use of social media. This policy must be followed in conjunction with the Department's Computer Use Policy #420.10, Chapter 60L-36, Conduct of Employees, Florida Administrative Code, and any other personnel policies regarding employee conduct.

2.0 Scope

This policy applies to employees, contracted employees, consultants, OPS, and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the Department's computer resource systems must comply with this policy. This policy applies to use of personal social media accounts accessed from both personal and DOEA owned or leased computers and other wireless communication devices such as cell phones and personal digital assistants.

3.0 Policy

Social media is a term commonly used to describe websites and online tools which allow users to interact with each other by sharing information, opinions, knowledge and interests. Social media includes, but are not limited to, blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, SMS (texting), social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

The Department recognizes that social media are powerful communications tools that can be used to enhance services, promote collaboration, provide information and for personal enrichment. The Department respects the rights of employees to use these tools as a medium of self-expression. The Department also recognizes that permitting the use of such tools is not without risk, and has developed the following guidelines that employees must observe when using social media.

Please be aware that the Department's official electronic business is primarily conducted via the Department's email system therefore; if employees, contracted employees, consultants, OPS, and volunteers use social media to conduct official Department business then they must provide notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's or entity's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

4.0 Guidelines for Employees

4.1 Respect Department time and property: Use of Department computers and other wireless communication devices are designed and intended to assist the employee in the accomplishment of the employee's job assignments. Social networking must not interfere with the employee's timely performance of work obligations. Reasonable use of social media for personal use is permitted during breaks and lunch. Excessive use of social media during work hours is prohibited and may be grounds for disciplinary action as provided in Chapter 60L-36, Florida Administrative Code.

4.2 Confidential Information: Employees are prohibited from posting any confidential, proprietary, copyrighted, protected health information (PHI) or otherwise legally protected information or materials on their social networking accounts.

4.3 Respectful Communications: State Employees must remember to conduct themselves, on and off the job, in a manner that will not bring discredit or embarrassment to the state, its employees or agents. This includes online activity. See Rule 60L-36.005, Florida Administrative Code. Be respectful when using social media especially in communications and blogs related to or referencing the Department, an affiliate, or partner. Information exchanged on social networking sites can be accessed by vendors, suppliers, and business partners and can be kept on-line, in theory, forever.

- a. Employees are prohibited from using social networking accounts to harass, bully, threaten, libel, malign, defame, disparage, or discriminate against co-workers, managers, vendors, or anyone else. Behaviors that constitute harassment and bullying include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color, age, or disability; sexually explicit or suggestive, humiliating, or demeaning comments; threats to stalk, haze, or physically injure another employee.
- b. Supervisors, managers and administrators are cautioned to remember that if they “friend” subordinates, or subordinates of other supervisors, managers, and administrators they need to maintain the same appropriate professional relationship online as in the office.
- c. Employees are prohibited from writing about, posting pictures of, or otherwise referring to any other employees without their permission.
- d. Employees should refrain from using profane and vulgar language and avoid discussions of conduct that is prohibited by Department policies, such as alcohol or drug use on state property or during work hours.

4.4 Use Personal Email Addresses Only On Social Networking Sites: Department email addresses should be used only for work-related communications. The “elderaffairs.org” address attached to your name implies that you are acting on the Department’s behalf and all actions are public and subject to public records laws.

4.5 Remember You Are Responsible For What You Post: You are responsible for any of your online activity conducted either on your own computer or with a Department email address, and/or which can be traced back to the Department’s domain, and/or which uses Department assets, networks, and resources.

4.6 Disclaimers on Personal Sites: If you identify yourself as an employee of the Department, please remember to identify your views and opinions as your own. You must note that the views expressed are your own and do not necessarily reflect the views of the Department.

4.7 Monitoring: In conjunction with the Department’s Computer Use Policy, the Department reserves the right, at its discretion, to review any employee’s electronic files and messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law and with this and other Department policies.

- a. Employees must understand that anything they post online from any computer is public and employees should not assume that they have a right to privacy with regards to

electronic communications that are sent, received, created, accessed, obtained, viewed, or stored on the Department's systems.

- b. As a matter of policy, however, the Department will not systematically monitor an employee's use of social media unless it is necessary for non-investigatory, work-related purposes, or for investigations of allegations of work-related misconduct.

5.0 Modifications: The Department reserves the right to modify, discontinue or replace the policy or any terms of the policy. The Department will endeavor to give notice of all changes to its Social Media Policy.

6.0 Enforcement: Any employee found to have violated this policy may be subject to disciplinary action, up to and including dismissal, as provided by Rule 60L-36.005, Florida Administrative Code.

7.0 Guidelines for Affiliates Hosting Social Network Sites: This policy applies to any organization or entity affiliated with the Department of Elder Affairs that chooses to maintain a social networking service using the Department's computer resource systems. Please remember that the Department's official electronic business is primarily conducted via the Department's email system and not through social media.

7.1 Development and Maintenance: Organizations or entities affiliated with the Department must use good judgment and professionalism when creating and maintaining a social networking page. Be cognizant that what is posted by the organization reflects on the Department.

7.2 Post Accurate Information: The organization or entity must post accurate information and promptly correct any misinformation posted.

7.3 Removal of Inappropriate Content: The organization must be responsible for screening and removing content that is offensive, rude, discriminatory, vulgar, libelous, or in any other respect violates this Department policy or its contracts.

7.4 Public Records: All content on the organization's or entity's page, including information about the organization's friends list, is subject to disclosure under Florida's Public Record Act. Therefore, the organization or entity must post a notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

7.5 Retention of Records: The organization or entity is required to have the capacity to electronically archive or store all communications sent or received on social networking sites that involve Department business. Entities must follow the public records retention schedule as set forth in the State of Florida General Records Schedule for State and Local Government Agencies. The Department's Information Technology department is available to assist if needed.

7.6 Communications: Any communications on any social networking site regarding Department business is subject to Florida's Government in the Sunshine Law. For example, members of a council, board or commission may not engage on any social networking site in a discussion of matters that foreseeably will come before the council, board or committee for official action.

Provider's State Contracts List

REPORT PERIOD: From
To

PROVIDER INFORMATION:

Name: _____
Address: _____
FEID: _____

Phone #: _____
Email: _____
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									\$ -
Total									

SIGNATURE: _____
TITLE: _____

DATE: _____

ATTACHMENT VII



Ron DeSantis
Governor

Michelle Branham
Secretary

BACKGROUND SCREENING

Attestation 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 screenings, 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
Name of Representative

perjury 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

ATTACHMENT VIII

CONTRACTOR INFORMATION

CONTRACT # _____ CONTRACT PERIOD: _____

Contractor Name: _____

Address: _____

Telephone: _____ Fax: _____

Website: _____

Executive Director or Chief Administrator: _____

Title: _____

Telephone: _____

Email Address: _____

President or Head of Governing Body or Board: _____

Title: _____

Address: _____

Telephone: _____ Fax: _____

Email Address: _____

Contact Person for Program Administration:

Name: _____

Title: _____

Telephone: _____

Email Address: _____

Contact Person for Financial and Administrative Records:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email Address: _____

Name and title of person(s) authorized to sign contracts:

Agency's FEID #: _____ Agency's DUNS #: _____

Audit(s) are due by the end of the ninth month following the end of the agency's fiscal year.

Contractor Fiscal Year: _____ to _____

ATTACHMENT IX**Business Associate Agreement**

This Agreement, made as by and between **Areawide Council on Aging of Broward County, Inc.** (“Covered Entity”), a Florida corporation, and Name of Contractor (“Business Associate”).

WHEREAS, the Areawide Council on Aging of Broward County, Inc. is a Covered Entity as defined in the Privacy Rule adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy Rules).

WHEREAS, the Business Associate has been retained by the Covered Entity to perform a function, activity, or service on behalf of Covered Entity that requires the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the Privacy Rule, the Security Rule Health Information Technology for Economic and Clinical Health Act (HITECH), the Final Rules and any rules or guidance issued by the Secretary from time to time with respect to such security, privacy, use and disclosure requirements.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

Section 1. Definitions.

- (a) Breach shall mean the acquisition, access, use or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the protected health information. For purposes of this definition, “compromises the security or privacy of the protected health information” means poses a significant risk of financial, reputational, or other harm to the individual.
- (a) HITECH shall mean Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), called the Health Information Technology for Economic and Clinical Health (HITECH) Act, codifies and expands on many of the requirements promulgated by the Department of Health & Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to protect the privacy and security of protected health information (PHI).
- (b) Individual means the person who is the subject of protected health information 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (c) Privacy Officer shall mean Ramona Woods, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10213; email: woodsr@adrcbroward.org.
- (d) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

- (e) Protected Health Information or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required by Law shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- (g) Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
- (h) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI relating to the Covered Entity.
- (i) Security Officer shall mean Chris Delez, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10214; email: delezc@adrcbroward.org.
- (j) Security Rule shall mean the Health Insurance Reform: Security Standards at 45 CFR Parts 160, 162 and 164.
- (k) Underlying Agreement shall mean the services agreement executed by the Covered Entity and Business Associate, if any.
- (l) Unsecured PHI means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under Section 13402 of Public Law 111-5 on the HHS website (45 CFR 164.402).

Section 2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (a) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than provided for by this Agreement.
- (b) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement.
- (c) Business Associate agrees to comply with the Security Rules, as required by HITECH, in a manner consistent with the Rule and regulations that may be adopted by relevant federal agencies, to keep all electronic PHI in a secure manner, as required under federal law.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. See “Reporting” contained in this Agreement.
- (e) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf

of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

- (f) Business Associate agrees to make available, in the time and manner designated by Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's requirements under 45 CFR 164.524.
- (g) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.
- (h) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2) to accomplish the intended purpose of such request, use or disclosure as interpreted under related guidance issued by the Secretary from time to time.
- (i) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.
- (j) Business Associate agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- (k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (l) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (m) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure, breach notification, compliance, and re-disclosure requirements of HITECH, Privacy Rule and the Security Rule to the extent such requirements may be applicable.
- (n) Business Associate acknowledges that if it becomes aware of a "pattern of activity or practice" by Covered Entity, or any other Business Associate, that breaches a Business Associate Agreement, but fails to cure that breach, Business Associate shall immediately terminate the relevant agreement, or report the non-compliance to the United States Department of Health and Human Services' Office of Civil Rights.

- (o) Business Associate acknowledges that it is subject to compliance audits by the United States Department of Health and Human Services' Office of Civil Rights.
- (p) Business Associate shall comply with any and all regulatory requirements which may arise in the future to comply fully with the Privacy Rules, the Security Rule, ARRA, and HITECH, including, but not limited to, restrictions on disclosures to health plans, clarified minimum necessary standards, expanded accounting requirements applicable to electronic health records, revised prohibitions on sales of PHI, and updated marketing and fundraising restrictions. Business Associate shall require that any agent, including a subcontractor, shall also comply with the requirements set forth herein.
- (q) Business Associate acknowledges that, pursuant to HITECH, Business Associate, its employees and contractors, and any third party (and their employees, contractors, and further third parties) who may have access to or possession of the Covered Entity's PHI, are subject to regulatory oversight of the various federal and/or state agencies as a Business Associate, and may be subject to both civil and criminal penalties which may arise from violations of this Agreement, the Privacy Rules, the Security Rule, HITECH, and any rules or guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
- (r) Business Associate agrees to provide the Covered Entity with notice of a Breach of Unsecured PHI pursuant to the requirements of 45 CFR 164.402. See "Reporting" contained in this Agreement.
- (s) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 154, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- (t) Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Section 3. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited in this Agreement, Business Associate may use and/or disclose PHI only in a manner that is necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- (b) Business Associate may use or disclose PHI as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (e) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information

is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose(s) for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section 4. Reporting

As described below, Business Associate shall report to the Covered Entity in writing (a) any use or disclosure of PHI not permitted under 45 CFR section 164, Subpart E, this Agreement, or by law, (b) any Security Incident of which it becomes aware and (c) any Breach of Unsecured PHI in accordance with HITECH, including 42 U.S.C.A. section 17932.

(a) Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall make the report to the Covered Entity's Privacy Officer (or to the Security Officer in the event of a Security Incident) within 3 business days after Business Associate learns of such unauthorized use or disclosure or Security Incident. Business Associate's report shall: (1) identify the nature of the unauthorized use or disclosure or Security Incident including the date of the Security Incident or unauthorized use or disclosure and date of discovery; (2) identify the PHI affected; (3) identify who made or caused the unauthorized use and/or received the unauthorized disclosure and/or participated in the Security Incident, if known; (4) identify what Business Associate has done or shall do to mitigate any deleterious effect of the Breach, unauthorized use or disclosure or Security Incident; (5) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and (6) provide such other information, including a written report, as reasonably requested by the Privacy Officer or Security Officer. Any Security incident or unauthorized use or disclosure of PHI that is a Breach of Unsecured PHI shall be reported as required under subsection (b) below.

(a) Notification of a Breach. Pursuant to HITECH, including 42 U.S.C.A. section 17932, and regulations under 45 CFR Parts 160 and 164, as amended, Business Associate shall provide written notice to the Covered Entity's Privacy Officer of any Breach of Unsecured PHI within 3 business days after Business Associate discovers the Breach. Business Associate shall conduct the risk assessment to determine whether a Breach occurred. Business Associate's report to the Covered Entity shall identify or describe: (1) the affected Individual(s) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (2) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (3) who made or caused the Breach/unauthorized use and/or received the unauthorized disclosure; (4) the types of Unsecured PHI involved in the Breach; (5) any specific steps the Individual(s) should take to protect him or herself from potential harm related to the Breach; (6) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (7) contact procedures for how the Individual(s) can obtain further information from Business Associate; and (8) such other information, including the risk assessment analysis prepared by Business Associate, as reasonably requested by the Covered Entity's Privacy Officer.

Section 5. Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

- (a) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures under this Agreement.
- (b) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.
- (c) With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been accessed, acquired, used or disclosed as a result of such breach, except when law enforcement requires a delay pursuant to 45 CFR 164.412:
1. Without unreasonable delay and in no case later than 60 days after discovery of a breach.
 1. By notice in plain language including and to the extent possible: a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; a description of the types of Unsecured PHI that were involved in the breach; any steps Individual(s) should take to protect themselves from potential harm resulting from the breach; a brief description of what the Covered Entity involved is doing to investigate the Breach, mitigate the harm to Individual(s), and to protect against any further Breaches; and, contact procedures for Individual(s) to ask questions or learn additional information which shall include a toll-free telephone number, an e-mail address, web site or postal address.
 2. Use a method of notification that meets the requirements of 45 CFR 164.404(d).
 3. Provide notice to the media when required under 45 CFR 164.405 and to the Secretary pursuant to 45 CFR 164.408.

Section 6. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy & Security Rule if done by Covered Entity.

Section 7. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the date the Covered Entity signs this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either (1) provide an opportunity for Business Associate to cure the breach and then terminate the Underlying Agreement if Business Associate does not cure the breach within time period specified by the Covered Entity or (2) terminate the Underlying Agreement immediately. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination. (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered

Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate and subcontractors shall retain no copies of the PHI. (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 8. Miscellaneous

- a) Regulatory References. A reference in this Agreement to a section in the Privacy & Security Rule means the section as is currently effect or as may be amended from time to time, and for which compliance is required.
- b) Indemnification. Business Associate shall release, defend, indemnify and hold Covered Entity harmless from and against any claims, fees, losses, and costs, including, without limitation, reasonable attorneys' fees and costs, that Covered Entity may sustain as a result of, or arising out of (i) a breach of this Agreement by Business Associate or its agents or Subcontractors, including, but not limited to, any unauthorized use, disclosure or breach of PHI, (b) Business Associate or its subcontractor's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitation, failure to perform Business Associate's obligations under this Agreement, the Privacy Rule or the Security Rule or any other applicable law or rule. Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 8(b) is not applicable to contracts or agreements executed between the Covered Entity and state agencies or subdivisions defined in Section 768.28(2), F.S.
- c) Remedies. The parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.
- d) Amendment. The parties agree to take such action as is necessary to amend this Agreement and the Underlying Agreement if necessary from time to time as is necessary to comply with the requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, ARRA the HITECH Act, the HIPAA rules and any other applicable laws. Regardless of written amendment to this Agreement or the Underlying Agreement, the parties agree to comply with all applicable laws
- e) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and/or Underlying Agreements, as shall the rights of access and inspection of Business Associate by Covered Entity.
- f) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.
- g) Governing Law; Conflict. This agreement shall be enforced and construed in accordance with the laws of the State of Florida. Jurisdiction of any litigation with respect to this Agreement shall be in Florida, with venue in a court of competent jurisdiction located in Pinellas County. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

- h) Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties’ respective addresses as first written above or to such other address as the parties may from time to time designate in writing.
- i) Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
- j) Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

Contractor (Business Associate):

Name of Contractor

Name of Contractor

Signature of Authorized Representative

Date

Printed Name

Title

Address of Contractor

Phone of Contractor

Areawide Council on Aging of Broward County, Inc. (Covered Entity):

Signature of Authorized Representative

Date

JOHN G. PRIMEAU

Printed Name

PRESIDENT

Title

**AREA AGENCY ON AGING OF BROWARD COUNTY, INC.
NUTRITION SERVICES PROGRAM – HOME-DELIVERED MEALS
STANDARD VENDOR AGREEMENT**

THIS VENDOR AGREEMENT is entered into between the Areawide Council on Aging of Broward County, Inc. , hereinafter referred to as the “Council,” and **VENDOR NAME** hereinafter referred to as the “Vendor,” and collectively referred to as the “Parties.”

WITNESSETH THAT:

WHEREAS, pursuant to the Council’s Agreement with the Florida Department of Elder Affairs (DOEA) for the provision of services in furtherance of the Nutrition Services Program – Home-Delivered Meals program (O3C2), the Council has determined that it is in need of certain services as described herein; and

WHEREAS, Vendor has demonstrated that it has the requisite expertise and ability to faithfully perform such service; and

WHEREAS, due to need to provide seniors choice in their Nutrition Services program, the Council has identified an exigent circumstance that warrants this contract to be offered in accordance with 45 CFR § 75.329(f)(2) and the Council’s Procurement Policy.

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

1. Purpose of Agreement

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

2. Incorporation of Documents within the Vendor Agreement

The Agreement will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant DOEA handbooks, manuals or desk books, as an integral part of the agreement, except to the extent that the Agreement 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 Agreement document(s) shall prevail over inconsistent provisions in the Proposal(s) or other general materials not specific to this Agreement document and identified attachments.

3. Term of Agreement

This Agreement shall begin at twelve (12:00) A.M., Eastern Standard Time, **July 1, 2023** or on the date when background screening approval is completed in accordance with paragraph 7 of this Agreement, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time, on **December 31, 2023**. If Vendor fails to meet the requirements of background screening, this agreement is null and void.

4. Agreement Rate The Council agrees to pay for services according to the terms and conditions of this Agreement. not to exceed **the agreed upon cost reimbursement as provided in Attachment I** subject to the availability of funds. Any costs or services paid for under any other agreement or from any other source are not eligible for payment under this Agreement.

5. Compliance with Federal Law

5.1 If this Agreement contains federal funds this section shall apply:

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

5.1.2 If this Agreement contains federal funds and is over \$100,000.00, the Vendor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 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 Vendor shall report any violations of the above to the Council.

5.1.3 The Vendor, or agent acting for the Vendor, may not use any federal funds received in connection with this Agreement to influence legislation or appropriations pending before the Congress or any State legislature. The Vendor must complete all disclosure forms as required, specifically the Certification and Assurances **Attachment II**, which must be completed and returned to the Council prior to the execution of this Agreement.

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

5.1.5 No agreements shall 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 Vendor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this Agreement. The Vendor shall complete and sign **Attachment II** prior to the execution of this agreement.

5.2 The Vendor shall not employ an unauthorized alien. The Council shall 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 shall be cause for unilateral cancellation of this Agreement by the Council.

5.3 If the Vendor is a non-profit Vendor 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 2006 Pension Protection Act or for any other reason, the Vendor must notify the Council in writing within thirty (30) days of receiving the IRS notice of revocation.

5.4 The Vendor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

5.5 Unless exempt under 2 CFR Part 170.110(b), the Vendor shall comply with the reporting requirements of the Transparency Act expressed in 2 CFR Part 170.

5.6 To comply with Presidential Executive Order 12989, as amended, and State of Florida Executive Order Number 11-116, Vendor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Vendor during the contract term. Vendor 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. Vendors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

6. Compliance with State Law

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

6.2 If this Agreement contains state financial assistance funds, the Vendor shall comply with §§215.97, and 215.971 Florida Statutes, and expenditures must be in compliance with laws, rules, and regulations, including, but not limited to, the Reference Guide for State Expenditures.

6.3 The Vendor shall comply with requirements of §287.058, Florida Statutes, as amended.

6.3.1 Vendor shall perform all tasks contained in **Attachment I**.

6.3.2 The Vendor will provide units of deliverables, including reports, findings, and drafts, as specified in this Agreement, which the Council must receive and accept in writing prior to payment.

6.3.3 The Vendor shall comply with the criteria and final date by which such criteria must be met for completion of this Agreement as specified in **Attachment I**, Section 9.

6.3.4 The Vendor will submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.

6.3.5 If itemized payment for travel expenses is permitted in this Agreement, the Vendor shall submit invoices for any travel expenses in accordance with §112.061, Florida Statutes, or at such lower rates as may be provided in this Agreement.

6.3.6 The Vendor shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), Florida Statutes, made or received by the Vendor in conjunction with this Agreement except for those records which are deemed confidential by law. The Vendor's refusal to comply with this provision will constitute an immediate breach of contract for which the Council may unilaterally terminate this Agreement.

6.4 If clients are to be transported under this Agreement, the Vendor shall comply with the provisions of Chapter 427, Florida Statutes, and Rule Chapter 41-2, Florida Administrative Code (F.A.C.)

6.5 Vendors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of §287.134, Florida Statutes, nor provide services under this Agreement. Vendors are required to notify the Council if they are put on the list at any time for the duration of this Agreement.

6.6 The Vendor will comply with the provisions of §§11.062 and 216.347, Florida Statutes, which prohibit the expenditure of Agreement funds for the purpose of lobbying the legislature, judicial branch or a state agency.

6.7 The Council may, at its option, terminate the Agreement if the Vendor is found to have submitted a false certification as provided under §287.135(5), Florida Statutes, 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 Vendor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel.

7. Background Screening

The Vendor shall certify compliance with the requirements of §430.0402 and Ch. 435, Florida Statutes, as amended, regarding background screening for all persons who meet the definition of a "direct service vendor" and who are not exempt from the Department's level 2 background screening requirement pursuant to §430.0402(2)-(3), Florida Statutes, and any applicable rules promulgated by the DOEA and the AHCA regarding implementation of §430.0402 and Ch. 435, Florida Statutes. To demonstrate compliance with this provision, Vendor shall submit **Attachment III** the Background Screening Affidavit of Compliance (Screening Form) to the Council upon execution of this Agreement. Should the Council already have a completed and up to date Screening Form on file for the Vendor, a new Screening Form will be required every twelve (12) months. In the event of any changes, the Vendor hereby agrees to update or correct its Screening Form and any and all background screening deficiencies identified by the Council within fifteen (15) days of notification by the Council. Further information concerning the procedures for background screening are found at:

<http://elderaffairs.state.fl.us/doea/backgroundscreening.php>

8. Grievance and Complaint Procedures

8.1 Grievance Procedures - The Vendor shall comply with and ensure compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, DOEA Programs and Services Handbook, which may be found at: <https://elderaffairs.org/wp-content/uploads/2020-appendix-d-recipient-grievance-procedures.pdf> to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

8.2 Complaint Procedures - The Vendor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, 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 DOEA 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.

8.3 The Council may serve in an appellate capacity and when it does, its decisions shall be final. The Vendor shall maintain a complaint log on file for review during Council monitoring along with a complete record of the grievance process for each complaint processed.

9. Audits, Inspections, Investigations, Public Records and Retention

9.1 The Vendor 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 Council under this Agreement. The Vendor shall adequately safeguard all such assets and assure they are

used solely for the purposes authorized under this Agreement. Whenever appropriate, financial information should be related to performance and unit cost data.

9.2 The Vendor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of seven (7) years after completion of the agreement or longer when required by law. In the event an audit is required by this agreement, records shall be retained for a minimum period of seven (7) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Council.

9.3 Upon demand, at no additional cost to the Council, the Vendor will facilitate the duplication and transfer of any records or documents during the required retention period.

9.4 The Vendor shall assure 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 Council.

9.5 At all reasonable times, for a minimum of ten (10) years, persons duly authorized by the Council, DOEA or AHCA, or federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Vendor's agreements and related records and documents pertinent to this specific Agreement, regardless of the format in which such records are kept.

9.6 The Vendor shall provide a financial and compliance audit to the Council as specified in this Agreement and in **Attachment II** and ensure that all related third-party transactions are disclosed to the auditor.

9.7 The Vendor agrees to comply with the Florida Office of Inspector General in any inspections, reviews, investigations, or audits deemed necessary by Florida Office of the Inspector General pursuant to §20.055, Florida Statutes. Vendor further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this Agreement agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to §20.055(5), Florida Statutes. By execution of this Agreement the Vendor understands and will comply with this subsection.

10. Public Records and Retention

10.1 By execution of this Agreement, Vendor agrees to all provisions of Ch. 119, Florida Statutes, and any other applicable law, and shall:

10.1.1 Keep and maintain public records, for ten (10) years that ordinarily and necessarily would be required by the public agency in order to perform the services.

10.1.2 Provide the public with access to public records on the same terms and conditions that the Council, DOEA, or AHCA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 agreement term and following completion of the agreement if the Vendor does not transfer the records to the Council.

10.1.4 Upon completion or termination of the Agreement, the Vendor will either transfer at no cost to the Council, all public records required by the Council. If the Vendor transfers all public records to the Council upon completion or termination of the Agreement, the Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion or termination of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council in a format that is compatible with the information technology systems of the Council.

10.2 The Council may unilaterally cancel this Vendor Agreement, notwithstanding any other provisions of this Agreement, for refusal by the Vendor to comply with Section 10 by not allowing public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with the Agreement, 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), Florida Statutes.

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

**Public Records Coordinator
Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road
Sunrise, FL 33351
(954) 745-9567
snipess@adrcbroward.org**

11. Nondiscrimination-Civil Rights Compliance

11.1 The Vendor shall execute assurances that it will not discriminate against any person in the provision of services or benefits under this Agreement 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 Vendor further assures that all Vendors, subcontractors, 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.

11.2 The Vendor agrees to establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits provided through this Agreement. These procedures shall include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

11.3 As this Agreement includes federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Vendor, its successors, transferees, and assignees for the period during which such assistance is provided. The Vendor further assures that all Vendors or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Vendor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of this Agreement and denial of further assistance.

12. Provision of Services

The Vendor will provide services in the manner described in **Attachment I**.

13. Monitoring by the Council

13.1 The Vendor shall permit, and require all subcontractors to permit, persons duly authorized by the Council to inspect and copy any records, papers, documents, facilities, goods, and services of the Vendor which are relevant to this Agreement, and to interview any clients, employees, subcontractors, and subcontractor employees of the Vendor or their subcontractors to assure the Council of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the Council will provide a written report of its findings to the Vendor, and where appropriate, the Vendor shall develop a Corrective Action Plan (CAP). The Vendor hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Council's Contract Manager. The Monitoring and Evaluation Methodology is explained further as provided in Attachment I.

13.2 The Vendor is required to inform its employees and subcontractors providing activities or services related to this Agreement of the ability to report to AHCA any areas of concern relative to the operation of any entity covered by this Agreement. To make such a complaint the Vendor employee or subcontractor may contact the AHCA Complaint Hotline by calling 1-877-254-1055 or by completing the online complaint form found at:

<https://AHCA.myflorida.com/medicaid/complaints/>.

14. Indemnification

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

15. Insurance

The Vendor and each of its subcontractors shall provide continuous adequate liability insurance coverage, the types and limits of coverage of which shall be subject to the acceptance of the Council as more fully set forth in **Attachment I**, during the existence of this Agreement and any renewal(s) or extension(s). The limits of coverage under each policy maintained by the Vendor shall not limit the Vendor's liability and obligations under this Agreement. The Vendor shall ensure that the Council has the most current written verification of insurance coverage throughout the term of this Agreement. The Council reserves the right to require additional insurance as specified in this agreement.

16. Confidentiality of Information

The Vendor shall not use or disclose any information concerning a recipient of services under this Agreement 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.

17. Health Insurance Portability and Accountability Act

Where applicable, the Vendor will comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) and execute the Council's Business Associates Agreement as set forth in **Attachment V**.

17. Incident Reporting

17.1 The Vendor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Vendor becoming aware or discovering conditions that may materially affect the Vendor's ability to perform the services required to be performed under this Agreement. Such notice shall initially be made verbally to the Council (by telephone) with an email to immediately follow.

17.2 The Vendor shall immediately report to the Council any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult. If necessary, the Vendor will cooperate and assist the Council in its report of such information to the Florida Abuse Hotline. As required by Chapters 39 and 415, Florida Statute, this provision is binding upon the Vendor, its subcontractors, and their respective employees performing any services or providing any goods related to this Agreement. Failure of the Vendor, its subcontractor, or their employees to immediately report known or suspected abuse, neglect or exploitation may constitute a breach of contract and may result in the termination of this Agreement.

18. Assignments

18.1 The Vendor shall neither assign the responsibility of this Agreement to another party nor subcontract for any of the work contemplated under this Agreement without prior written approval of the Council. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Council shall constitute a material breach of the Agreement. In the event the Council approves assignment of the Vendor's obligations, the Vendor shall remain responsible for all work performed and all expenses incurred in connection with this Agreement. All such assignments and subcontracts shall be subject to the conditions of this Agreement and to any conditions of approval that the Council shall deem necessary.

18.2 The Council is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Agreement to another entity upon giving prior written notice to the Vendor.

18.3 This Agreement shall remain binding upon the successors in interest of the Vendor and the Council.

19. Subcontracts

19.1 The Vendor is responsible for all work performed and for all commodities produced pursuant to this Agreement, whether actually furnished by the Vendor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Council deems necessary. The Vendor further

agrees that the Council will not be liable to the subcontractor in any way or for any reason. The Vendor, at its expense, shall defend, indemnify, and hold harmless the Council or DOEA against any such claims.

19.2 The Vendor shall promptly pay any subcontractors upon receipt of payment from the Council. Failure to make payments to any subcontractor in accordance with §287.0585, Florida Statute, unless otherwise stated in the contract between the Vendor and their subcontractor, will result in a penalty as set forth and provided in that statute.

20. Bankruptcy Notification

If at any time during the term of this Agreement, the Vendor, its assignees, subcontractors, or affiliates files a claim for bankruptcy, the Vendor must immediately notify the Council. Within ten (10) days after notification, the Vendor must also provide the following information to the Council: (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., Southern District of Florida, Broward Division); and, (4) the name, address, and telephone number of the bankruptcy attorney.

21. Remedies-Nonconforming Services

21.1 The Vendor shall ensure that all goods and/or services provided under this Agreement are delivered timely, completely and commensurate with required standards of quality. Such goods or services will only be delivered to eligible program participants.

21.2 If the Vendor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Agreement. In addition, any nonconforming goods or services which do not meet the required standards will not be reimbursed under this Agreement. The Vendor shall solely bear the costs associated with preparing or providing nonconforming goods or services. The Council requires immediate notice of any significant or systemic infractions that compromise the quality, security, or continuity of services to clients.

22. Sponsorship and Publicity

22.1 As required by §286.25, Florida Statutes, if the Vendor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (the Vendor's name), the Areawide Council on Aging of Broward County, Inc., and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Areawide Council on Aging of Broward County, Inc." and "State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the Vendor.

22.2 The Vendor shall not use the words "Areawide Council on Aging of Broward County, Inc." and "State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific written authorization has been obtained by the Council prior to such use.

23. Funding Obligations:

23.1 The Council shall not be liable to the Vendor for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any contract or agreement executed between the parties, including but not limited to terms, governing the Vendor's promised performance and unit rates and/or reimbursement capitations specified.

23.2 The Council shall not be liable to the Vendor for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any contract or agreement.

24. Independent Capacity of Vendor

It is the intent and understanding of the Parties that the Vendor and any of its subcontractors, are not employees of the Council, or DOEA and shall not hold themselves out as employees or agents of the Council, or DOEA. It is the further intent and understanding of the Parties that neither the Council, nor DOEA control the employment practices of the Vendor or its subcontractor(s) and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Vendor or its subcontractor(s). All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Vendor or its subcontractor(s) shall be their sole responsibility.

Vendor shall submit to the Council a completed and executed IRS Form W-9 which may be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf> within upon execution of this Agreement.

25. Payment

The Vendor shall submit all invoices, with the required documentation and backup to the Council for approval. Payment shall be made to the Vendor for all completed and approved deliverables (units of service) as defined in Attachment I within ten (10) business days of its receipt of funds from the State of Florida following the receipt of a timely and approved invoice. Requests for payment returned to the Vendor due to preparation errors or lack of supporting documentation must be resubmitted for the following request for payment cycle. The Council will have final approval of the invoice for payment, and will approve the invoice for payment only if the Vendor has met all terms and conditions of the Agreement, unless the bid specifications, purchase order, or this Agreement specify otherwise. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of §215.422, Florida Statutes

26. Return of Funds

The Vendor will return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this Agreement that were disbursed to the Vendor by the Council. In the event that the Vendor or its independent auditor discovers that an overpayment has been made, the Vendor shall repay said overpayment immediately without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Council will notify the Vendor by letter of such findings. Should repayment not be made forthwith, the Vendor will be charged at the lawful rate of interest on the outstanding balance pursuant to §55.03, Florida Statutes, after the Council notification or Vendor discovery.

27. Data Integrity and Safeguarding Information

The Vendor shall ensure an appropriate level of data security for the information the Vendor is collecting or using in the performance of this Agreement. An appropriate level of security includes approving and tracking all Vendor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Vendor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to insure 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 Vendor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Loans, and Cooperative Agreements upon the execution of this Agreement.

28. Social Media and Personal Cell Phone use:

28.1 Inappropriate use of social media and personal cell phones may pose risks to confidential and proprietary information and may jeopardize compliance with legal obligations. Vendors, their subcontractors, and their employees are prohibited from posting any confidential, proprietary, copyrighted, protected health information (PHI) or otherwise legally protected information or materials on their social networking accounts. By signing this Agreement, the Vendor agrees to the following social media and personal cell phone use requirements:

28.2 Social Media Defined. Social Media and personal cell communication include, but is not limited to social networking websites, blogs, podcasts, discussion forums, , RSS feeds, video sharing, SMS (including Direct Messages (DMs), iMessages, text messages, etc.); social networks like TikTok, Snapchat, Google Hangouts, WhatsApp, Signal, Pinterest, Facebook, Telegram, Instagram and Twitter, as well as content sharing networks such as Flickr and YouTube. This includes the transmission of social media through any cellular or online transmission via any electronic, internet, intranet, or other wireless communication.

28.3 This Agreement applies to any Council or other state business conducted on any social media accounts or through personal cellular communication of the Vendor, their subcontractors, or their employees.

28.4 This Agreement applies regardless of whether the social media is accessed using equipment belonging to the Vendor, their subcontractor, or their respective employees. Equipment includes, but is not limited to, personal computers, cellular phones, personal digital assistants, smart watches, or smart tablets.

28.5 Vendor acknowledges that any Council or other state business conducted by social media or through personal cellular communication is subject to Florida's Public Records Law (Chapter 119, Florida Statutes) and the Health Insurance Portability and Accountability Act (HIPAA).

28.6 Any social media posts which include photos, videos, or names of clients, volunteers, staff, or other affiliates of the Council may only be posted when authorized by the Council, the law and when any required HIPAA authorizations and any other consents or authorizations required pursuant to federal or state law are on file with the Vendor's records.

28.7 Vendors may be asked periodically to assist in distributing certain DOEA communications through their social media outlets. Any such requests should be posted in adherence to the social media requirements herein and the other provisions of this agreement.

28.8 Any Vendor found to have violated this policy may be subject to disciplinary action, up to and including dismissal or revocation of this Agreement.

29. Conflict of Interest

The Vendor will establish safeguards to prohibit employees, board members, management and vendors 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 Vendor or Vendor shall participate in selection, or in the award of an agreement 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/her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Vendor, its board members, and management must disclose to the Council 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 Agreement. The Vendor's employees and subcontractors must make the same disclosures described above to the Vendor. Compliance with this provision will be monitored.

30. Public Entity Crime

The Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, §287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, the Vendor further represents that there has been no determination that it committed a "Public Entity Crime" as defined by §287.133, Florida Statutes, and that it has not been placed on the Convicted Vendor List nor formally charged with committing an act defined as a "Public Entity Crime" regardless of the amount of money involved. Notwithstanding any provision in this Agreement to the contrary, if any representation made by the Vendor pursuant to this paragraph is false, the Council shall have the right to immediately terminate this Agreement.

31. Emergency Preparedness and Continuity of Operations

31.1 In the event, a situation results in a cessation of services by the Vendor, the Vendor will retain responsibility for performance under this Agreement and must follow procedures to ensure continuity of operations without interruption.

31.2 If the tasks to be performed pursuant to this Agreement include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Vendor shall, attest verification of an Emergency Preparedness Plan in **Attachment II** of this Agreement.

32. PUR 1000 Form:

The PUR 1000 Form is hereby incorporated by reference and available at: <http://dms.myflorida.com/purchasing>. 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.

33. Dispute Resolution

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

34. Corrective Action Plan

34.1 Vendor shall ensure 100% of the deliverables identified in this agreement, are performed pursuant to agreement requirements.

34.2 If at any time the Vendor is notified by the Council that it has failed to correctly, completely, or adequately perform agreement deliverables identified in this agreement, the Vendor will have 10 days to submit a Corrective Action Plan (CAP) to the Council that addresses the deficiencies and states how the deficiencies will be remedied

within a time period approved by the Council. The Council shall assess a Financial Consequence for Non-Compliance on the Vendor for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.

34.3. If the Vendor fails to correct an identified deficiency within the approved time period specified in the CAP, the Vendor shall deduct the percentage established in Section 34 of this agreement, from the payment for the invoice of the following month.

34.4. If Vendor fails to timely submit a CAP, the Council shall deduct the percentage established in Section 33 of this agreement for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

35. Financial Consequences of Non-Performance

The Council will withhold or reduce payment if the Vendor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in this agreement. 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 the agreement.

35.1 Delivery of Services to Eligible Clients

Failure to comply with agreement requirements will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Vendor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP

35.2 Services and Units of Services

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

35.3 Timely submission of a CAP

Failure to timely submit a CAP within five (5) business days after notification of a deficiency by the Council will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Vendor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP.

36. No Waiver of Sovereign Immunity

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

37. Governing Law; Venue

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties acknowledge and agree that should any dispute arises out of this Agreement, the venue for any legal recourse will be Broward County, Florida.

38. Entire Agreement

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

39. Force Majeure

If the performance of this Agreement, or any obligation hereunder, is prevented by reason of epidemic, pandemic, hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Parties in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such nonperformance exceeds fifteen (15), the party that is not prevented from performance by the force majeure event shall have the

right to terminate this Agreement upon written notice to the Parties. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

40. Severability Clause

In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

41. Condition Precedent to Agreement Appropriations

This Agreement is not a general obligation of the Council. The Vendor acknowledges that the Council's performance and obligation under this Agreement is contingent upon an the appropriation of funds by the Florida Legislature and the Council's receipt of such funds from the State.

42. Addition/Deletion

The Council reserves the right to add or delete any of the services required under this Agreement when determined by the State of Florida to be in its best interests or otherwise deemed by the Council to be in the best interests of the client's served and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

43. Waiver

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. The delay or failure by the Council to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Council's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

44. Compliance with Laws

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

45. Final Invoice

The Vendor shall submit the final invoice for payment to the Council by **January 5th, 2024**, no more **than five (5) days** after this Vendor agreement ends **December 31, 2023**. If the Vendor fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the Council may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports due from the Vendor and necessary adjustments thereto have been approved by the Council.

46. Renegotiations or Modifications/Amendments

Modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by both parties.

47. Suspension of Work:

The Council may in its sole discretion suspend any or all activities under the Agreement, at any time, when in the best interests of the Council or the State of Florida to do so. The Council shall provide the Vendor 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 Vendor shall comply with the notice and shall not accept any referrals and shall immediately cease operations nor perform any further work under this Agreement. Within ninety (90) days, or any longer period agreed to by the Vendor, the Council shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Agreement. Suspension of work shall not entitle the Vendor to any additional compensation.

48. Termination

48.1 This agreement may be terminated by either party without cause upon no less than thirty (30) calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Council or the representative of the Vendor responsible for administration of the agreement.

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

48.3 Termination for Cause. The Council may terminate this Agreement if the Vendor fails to (1) deliver the product or service within the time specified in the Agreement or any extension, (2) maintain adequate progress, thus endangering performance of the Agreement, (3) honor any term of the Agreement, or (4) abide by any statutory, regulatory, or licensing requirement. The Vendor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Vendor shall not be liable for any excess costs if the failure to perform the Agreement arises from events completely beyond the control, and without the fault or negligence, of the Vendor. 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 Vendor and the subcontractor, and without the fault or negligence of either, the Vendor 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 Vendor to meet the required delivery schedule. If, after termination, it is determined that the Vendor 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 Council. The rights and remedies of the Council in this clause are in addition to any other rights and remedies provided by law or under the Agreement.

48.4 The Council shall immediately take action to terminate or take intermediate measures against the Vendor, if the Council finds that any of the following have occurred:

- 48.4.1** An intentional or negligent act of the Vendor has materially affected the health, welfare, or safety of clients served pursuant to this Agreement or substantially and negatively affected the operation of services covered under this Agreement.
- 48.4.2** The Vendor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.
- 48.4.3** The Vendor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Vendor has committed or repeated violations of Council standards.
- 48.4.4** The Vendor has failed to continue the provision or expansion of services after the declaration of a state of emergency other than as provided for herein;
- 48.4.5** The Vendor has failed to adhere to the terms of this Agreement.
- 48.4.6** In the alternative, the Council may, at its sole discretion, take intermediate measures against the Vendor including but not limited to corrective action, unannounced monitoring, placement on probationary status, imposition of financial penalties for nonperformance, or other action at law or in equity
- 48.4.7** In making any determination under this provision the Council may rely upon the findings of another Area Agency, or other state or federal agency, or other regulatory body. Any claims for damages for breach of this Agreement may be brought before the appropriate tribunal in the venue of Broward County.

49. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Vendor or any subcontractors and referred to a governmental or investigatory agency must be reported to the Council. If the Vendor 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 any other governmental agency, the Vendor shall notify the Council immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Vendor, must be sent to the Council with the Vendor's summary of the investigation and allegations.

50. Remedies for Nonconforming Services

50.1 The Vendor shall ensure that all goods or services provided under this Agreement are delivered timely, completely, and commensurate with required standards of quality. Such goods or services will only be delivered to eligible program participants.

50.2 If the Vendor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Agreement. In addition, any nonconforming goods or services not meeting such standards will not be reimbursed under this Agreement. The Vendor’s signature on the Request for Payment Form certifies maintenance of supporting documentation and acknowledgement that the Vendor shall solely bear the costs associated with preparing or providing nonconforming goods or services. The Council requires immediate notice of any significant or systemic infractions that compromise the quality, security or continuity of services to clients.

51. Electronic Records and Signature

The Council authorizes, but does not require the Vendor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Agreement. A Vendor 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, §668.50, Florida Statutes. All electronic records must be fully auditable, are subject to Florida’s Public Records Law, Chapter 119, Florida Statutes; must comply with Section 27 of this Agreement, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable, and must be retained and maintained by the Vendor to the same extent as non-electronic record are retained and maintained as required by this Agreement.

50.1 The Council’s authorization pursuant to this section does not authorize electronic transactions between the Vendor and the Council. The Vendor is authorized to conduct electronic transactions with the Council only upon further written consent by the Council.

50.2 Upon request by the Council, the Vendor shall provide the Council with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Council 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.

52. Official Payee and Representatives (Names, Addresses, Telephone Numbers, and E-Mail addresses):

a.	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:	<Name> <Address> <City, State and Zip Code>
b.	The name of the contact person and street address where financial and administrative records are maintained is:	<Contact Person, Title> <Name> <Address> <City, State and Zip Code>
c.	The name, address, telephone number, and email of the representative of the Contractor responsible for the administration of the program under this Contract is:	<Contact Person, Title> <Name> <Address> <City, State and Zip Code> <Telephone Number> <Email Address>
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, telephone number, and email of the Council’s Program Specialist for this Contract is:	<Program Specialist Name> Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567

		<Email Address>
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.		

53. All Terms and Conditions Included

This Agreement and its Attachments I–XIII and any exhibits or other documents or 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 Agreement shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

**THE REMAINDER OF THIS PAGE HAS BEEN
INTENTIONALLY LEFT BLANK.**

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

IN WITNESS THEREOF, the parties hereto have caused this 52-page agreement, to be executed by their undersigned officials as duly authorized.

VENDOR NAME

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

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: PRESIDENT

DATE: _____

DATE: _____

FEDERAL ID NUMBER: _____

FISCAL YEAR-END DATE: _____

DUNS: _____

ATTACHMENT I

I. SERVICES TO BE PROVIDED:

1. Definition of Terms and Contract Acronyms

- a. **AAA or Council** - Area Agency on Aging of Broward County, Inc.
- b. **ARPA** - American Rescue Plan Act
- c. **CAP**-Corrective Action Plan
- d. **CMS** - Centers for Medicare & Medicaid
- e. **DOEA or Department** - Department of Elder Affairs
- f. **DSP** – Direct Service Provider
- g. **eCIRTS** - Enterprise Client Information and Registration Tracking System
- h. **HCBS** - Home and Community-Based Services
- i. **Licensed contractor or subcontractor** – As defined by the Florida Department of Business and Professional Regulation
- j. **O3C2** – Older Americans Act Title III C2
- k. **PSA** – Planning and Service Area
- l. **701A**- DOEA Form 701A Uniform Client Assessment

B. General Description

1. General Statement

The Older Americans Act (OAA) Program is a federal program initiative that provides assistance to older persons and caregivers and is the only federal supportive services program directed solely toward improving the lives of older people. The Older American Act Title III C 2 provides funds for the provision of home delivered nutrition.

2. Authority

The relevant state statutes and governing rules are:

- a. Catalog of Federal Domestic Assistance Nos. 93.043, 93.044, 93.045, and 93.052;
- b. Older Americans Act of 1965, as amended 2016;
- 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.

C. Client Eligibility

1. General factors that shall be considered in establishing priority for the receipt of nutrition services include those older persons who:
 - a. Cannot afford to eat adequately;
 - b. Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
 - c. Have limited mobility which may impair their capacity to shop and cook for

- themselves;
- d. Have a disabling illness or physical condition requiring nutritional support; or
- e. Have been screened at a high nutritional risk.

II. MANNER OF SERVICE PROVISION

1. SCOPE OF SERVICES

The Vendor is responsible for providing the services as listed on page 17 of this Agreement for the Nutrition Services – Home-delivered Meals Program within its designated areas of the PSA. The program services shall be provided in a manner consistent with the current DOEA Programs and Services Handbook.

1.1 Delivery of Services to Eligible Clients

The Vendor shall only provide services authorized by the Council to the clients, that are assigned to this vendor, once eligibility is verified, that meet the diverse needs of elders and their caregivers.

1.2 Supportive Services

Supportive services include a variety of community-based and home-delivered services as listed in the most current DOEA Programs and Services Handbook. If an assigned client is in need of additional services to support the quality of life for older individuals by helping them remain independent and productive, the client will be referred to the Elder Helpline for assistance

2. SERVICE LOCATION AND EQUIPMENT

2.1 Service Times

The Vendor shall ensure the provision of the services listed in the agreement during normal business hours unless other times are more appropriate to meet the performance requirements of the agreement, and it shall monitor its staff to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service community.

2.2. Planning and Service Area

The geographic service area for this Agreement is Broward County. The Vendor agrees to provide services to eligible individuals throughout the entire service area when authorized by the Council’s Caregiver Specialists.

2.3 Equipment

Vendor may not purchase their own equipment with these funds.

3. DELIVERABLES

3.1 Service Unit

The Vendor shall provide the services described in the Agreement in accordance with Department of Elder Affairs Program & Services Handbook. The chart below lists the services to be performed and the unit of measurement for this Agreement.

Service	Reimbursement
1. Home Delivered Meals Screening and Assessment,	Unit Rate
2. Home Delivered Meals,	Unit Rate
3. Nutrition Education,	Unit Rate
4. Outreach	Unit Rate

4. REPORTING

The Vendor is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the Council/DOEA. The Vendor agrees to immediately report any changes in the client and/or caregiver’s condition including hospitalizations or other absences from the home to the Council. The Vendor agrees to immediately report any changes in Vendor status such as applicable licensure, certification, and change of ownership to the Council. The Vendor is responsible for developing a detailed activity log to reflect services provided. Client signatures are required to verify services provided for each date of service. An alternate service delivery verification system may be used when using the postal service or commercial delivery, or a method approved by the Council.

5. RECORDS and DOCUMENTATION

Each Vendor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Vendor functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed-up data be stored in a secure, offsite location. The Vendor shall maintain written policies and procedures for computer system backup and recovery. These policies and procedures shall be made available to the Council upon request.

6. VENDOR'S FINANCIAL OBLIGATIONS

6.1 Title O3C2 Funds

The Vendor assures it will not use funds received under O3C2 to pay any part of a cost (including an administrative cost) incurred by the Vendor to maintain a contractual or commercial relationship that is not carried out to implement O3C2 Services.

7. COUNCIL'S RESPONSIBILITIES

7.1 Program Guidance and Technical Assistance

The Council will provide to the Vendor guidance and technical assistance as needed to ensure the successful fulfillment of the agreement by the Vendor.

7.2. Monitoring and Evaluation Methodology

The Council will review and evaluate the performance of the Vendor under the terms of this agreement. Monitoring shall be conducted through direct contact with the Vendor through telephone, in writing, or an on-site visit. The Council's determination of acceptable performance shall be conclusive. The Vendor agrees to cooperate with the Council/DOEA in monitoring the progress of completion of the service tasks and deliverables. The Vendor will permit persons duly authorized by the Council/DOEA to inspect and copy any records, papers, documents, facilities, goods and services of the Vendor which are relevant to this agreement, and to interview any clients, employees and Vendor employees of the Vendor to assure the Council/DOEA of the satisfactory performance of the terms and conditions of this agreement. Following such review, the Council/DOEA will deliver to the Vendor a written report of its findings and request for development, by the Vendor, of a corrective action plan where appropriate. The Vendor hereby agrees to timely correct all deficiencies identified in the corrective action plan. Client signatures verifying billed services must be provided, timesheets, service logs, and other service delivery verification must also be available during onsite or desk review monitoring conducted by the Council.

8. COMPLIANCE

8.1 The Vendor agrees to conduct activities and provide services prescribed herein in full compliance with all applicable federal and state statutes, regulations, and the provisions of:

8.1.1 DOEA Programs and Services Handbook, or any other service manual designated by DOEA;

8.1.2 DOEA Notices of Instruction; and;

8.1.3 Council Procedure Releases.

8.2 The Vendor agrees to include its name and other appropriate information on a list of all enrolled vendors which will be shown to clients during the enrollment process, understanding that the client reserves the right at all times to a choice of enrolled vendors.

8.3 The Vendor agrees to immediately notify the Council of staffing shortfalls, which will negatively impact provision of service to the Title O3C2 Nutrition Services Program clients.

8.4 Services are not to be performed if the client is not home. If the client must leave the home for any reason Vendors, their employees or subcontractors must not leave meals unattended at the home.

8.5 Vendors shall not solicit the Council or clients for additional business. The Council may wish to contact the Vendor to address service delivery standards.

8.6 The Vendor must not correspond with clients regarding the terms of their services unless it has been reviewed and approved by the Council. This does not include literature on the type of services to be provided or general information on the Vendor.

8.7 The Vendor agrees to immediately notify the Council of any change in ownership. Change in ownership will not be effective until the new license is received in the owner's name.

9. METHOD OF PAYMENT

9.1 General Statement of Method of Payment

The method of payment for this Agreement is unit cost reimbursement based on monthly invoicing from the Vendor to the Council, subject to the availability of funds and Vendor performance. The Council will pay the Vendor upon satisfactory completion of the Tasks/Deliverables, and in accordance with the other terms and conditions of this Agreement.

9.2. All requests for payment and expenditure reports submitted to support requests for payment shall be on Attachment XII, Vendor Billing Form.

9.3 Invoice Submittal and Requests for Payment

Vendor shall ensure unit cost reimbursement for goods and services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The Vendor shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the Council on using Attachments X, XI & XII.

9.4 All payment requests shall be based on the submission of eCIRTS Reports beginning with the first month of the Agreement. The Vendor agrees to prepare, certify, and submit to the Council the Vendor Monthly Invoice to be received by the Council no later than the **fifth (5th) day following the month** for which services being invoiced were provided. Invoices must include client demographics, the number of units provided, and the actual receipts and expenditures. Back up documentation including service logs, or other service delivery verification to support invoices shall be submitted by the Vendor in order to receive payment. Processing of all Vendor's Requests for Payment will be placed on HOLD until the required documentation is received by the Council. **Failure to submit the required documentation and invoices, including the original invoice, by the due date may result in a delay or forfeiture of payment.** Vendors must submit invoices on a monthly basis utilizing **Attachment XII**, Vendor Billing Form, by client, and must be completed and signed by the authorized representative of the Vendor. The form may be submitted electronically to the Council.

9.5 Any payment due by the Council under the terms of this Agreement may be withheld pending the receipt and approval of all financial and programmatic reports due from the Vendor and any adjustments thereto, including any disallowance not resolved as outlined in this Agreement.

9.5.1 Payment may be authorized only for allowable expenditures, which are in accordance with the cost reimbursement rate specified.

9.6 Date for Final Request for Payment

The final request for payment will be due to the Council no later than January 5, 2024. If the final request for payment is not received by the 5th of the month, the Vendor payment may be withheld by the Council.

9.7 Documentation for Payment

The Vendor shall maintain documentation to support payment requests that shall be available to the Council or other authorized individuals, such as the Florida Department of Financial Services, upon request.

9.7 Special Provisions

- 9.7.1 The Vendor shall develop policies prohibiting employees from accepting any form of reimbursement or compensation or gifts from clients. In addition, the Vendor, its subcontractors, and their respective employees shall not accept or borrow items or money from clients.
- 9.7.2 The Vendor shall develop policies prohibiting its employees and subcontractors from handling client's money. Assistance needed in this area should be referred to the Council's assigned Program Specialist.
- 9.7.3 The Vendor is responsible for ensuring all employees possess the appropriate certification and training as required by DOEA and state license, which must be available upon monitoring by the Council or other authorized agency.
- 9.7.4 The Vendor's signatory of the Agreement, or such other person with authority to answer questions, must be present for any on-site programmatic monitoring visit. The Council reserves the right to conduct an on-site visit unannounced by persons duly authorized by the Council.

10. INSURANCE REQUIREMENTS

10.1 Vendor shall not commence work under this Agreement until it has obtained all insurance required herein and such insurance has been approved by the Council nor shall the Vendor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

10.2 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Council prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than “A” as to management, and no less than “Class VI” as to financial strength according to the latest edition of Best’s Insurance Guide published by A.M. Best Company.

10.3 Policies shall be endorsed to provide the Council thirty (30) days’ notice of cancellation or the Vendor shall obtain written agreement from its Agent to provide the Council thirty (30) days’ notice of cancellation.

10.4 Insurance shall be in force until all obligations required to be fulfilled under the terms of this Agreement are satisfactorily completed as evidenced by the formal acceptance by the Council. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Vendor shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Vendor shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Vendor shall be liable to Council for any lapses in service resulting from a gap in insurance coverage.

10.5 Required Insurance

Vendor shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

10.5.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

Yes No

- ___ 1. Each Occurrence Limit - \$1,000,000
- ___ 2. Fire Damage Limit (Damage to rented premises) - \$100,000
- ___ 3. Personal & Advertising Injury Limit - \$1,000,000
- ___ 4. General Aggregate Limit - \$2,000,000
- ___ 5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this Agreement.

The Council, and DOEA must be shown as additional insureds with respect to this coverage.

10.5.2 Worker’s Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Vendor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Vendor shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the Vendor. Coverage for the Vendor and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers’ Compensation Insurance with limits of liability no less than:

Yes No

- ___ 1. Workers’ Compensation: Coverage A – Statutory
- ___ 2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If Vendor claims to be exempt from this requirement, Vendor shall provide Council proof of such exemption along with a written request for Council to exempt Vendor, written on Vendor letterhead.

10.5.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

Yes No

- ___ 1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
- ___ ___ 2. Hired Autos (Symbol 8)

Combined Single Limit (Each Accident) - \$1,000,000

3. Non-Owned Autos (Symbol 9)

Combined Single Limit (Each Accident) - \$1,000,000

10.5.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the Agreement.

10.5.5 Sexual Abuse may not be excluded from any policy.

10.5.6 Required Endorsements

10.5.6.1 The Council, and DOEA shall be named as an Additional Insured on each of the General Liability policies required herein

10.5.6.2 Waiver of all Rights of Subrogation against the Council

10.5.6.3 30 Day Notice of Cancellation or Non-Renewal to the Council

10.5.6.4 Vendor's policies shall be Primary & Non-Contributory

10.5.6.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the Council

10.5.6.6 The Council shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

10.5.7 Vendor shall name the Council, and DOEA as an additional insured on each of the General Liability policies required herein and shall hold the Council, DOEA and their agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

10.5.8 Any insurance required of the Vendor pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the Council as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the Vendor and provided proof of such coverage is provided to Council. The Vendor and any subcontractors shall maintain such policies during the term of this Agreement.

10.5.9 The Council reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

- End of Attachment I

ATTACHMENT II
CERTIFICATIONS AND ASSURANCES

The Council will not enter into this Agreement and award this contract with Vendor unless and until Vendor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Vendor provides the following certifications and assurances:

- A. **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 74)**
- B. **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. **Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. **Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. **Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements**
- H. **Verification of Employment Status Certification**
- I. **Records and Documentation**
- J. **Certification Regarding Inspection of Public Records**
- K. **Certification of Emergency Preparedness Plan**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

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

B. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

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

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

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

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

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and vendors 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 Vendor Agreement, Vendor 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 Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

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

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

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

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

Vendor 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 Vendor Agreement, Vendor 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 vendors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

If this Agreement is in the amount of \$1 million or more, in accordance with the requirements of Section 287.135, F.S., Vendor hereby certifies that it is not participating in a boycott of Israel, 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 does not have business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, F.S.

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

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

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

1. The Vendor under this Agreement has financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all Agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Vendor, or any outside entity on which the Vendor 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, Vendors will take immediate action to assure data integrity.
3. If this Agreement 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 Vendor (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 Vendor 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 Vendor warrants 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 Council on behalf of the Department of Elder Affairs, Vendor 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 Vendor during the contract term to perform employment duties pursuant to this Agreement include an express requirement performing work or providing services pursuant to this Agreement utilize the E-verify system to verify the employment eligibility of all new employees hired by the Vendor during the entire Agreement term.

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

I. RECORDS AND DOCUMENTATION

The Vendor agrees to make available to the Council staff and/or any party designated by the Council any and all contract related records and documentation. The Vendor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council or DOEA. Maintenance includes valid exports and backups of all data and systems according to the Council and DOEA standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of section 9 of the Agreement, and §119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by §119.0701(4), F.S., and the Council or DOEA or AHCA are named in the civil action, Vendor agrees to indemnify and hold harmless the Council, DOEA, or AHCA for any costs incurred by the Council, DOEA, or AHCA, and any attorneys' fees assessed or awarded against the Council, DOEA, or AHCA from a Public Records Request made pursuant to Chapter

119, F.S., concerning this contract or services performed thereunder. Notwithstanding §119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council, DOEA, or AHCA 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 (Areawide Council on Aging of Broward County, Inc. and Florida Department of Elder Affairs)** are public records. §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.

K. CERTIFICATION OF EMERGENCY PREPAREDNESS PLAN

If the tasks to be performed pursuant to this Agreement include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Vendor shall, attest verification of an Emergency Preparedness Plan in **ATTACHMENT II** of this Agreement.

Additionally, I certify this organization does ____ / does not ____ provide for institutional memberships.

Vendor’s signature below attests that records pertaining to the dues or membership application by the Council, DOEA, or AHCA are available for inspection as stated above.

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

(Signature and Title of Authorized Representative)

Vendor Date

(Street)

(City, State, ZIP Code)

ATTACHMENT III**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council, or DOEA to the Vendor may be subject to audits and/or monitoring by the Council, or DOEA as described in this section.

I. MONITORING

In addition to reviews of audits conducted in accordance with 2CFR 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 Council, or DOEA, limited scope and/or other procedures. By entering into this Agreement, the Vendor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council, or DOEA. In the event the Council, or DOEA determines that a limited scope audit of the Vendor is appropriate, the Vendor agrees to comply with any additional instructions provided by the Council, or DOEA to the Vendor regarding such audit. The Vendor 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 Vendor is a State or local government or a non-profit organization as 2 CFR Part 200, Subpart A.

In the event that the Vendor expends \$750,000.00 or more in federal awards during its fiscal year, the Vendor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Financial Compliance Audit Attachment, Page 15 of this Agreement indicates federal resources awarded through the Council/Department by this Agreement. In determining the federal awards expended in its fiscal year, the Vendor shall consider all sources of Federal awards, including federal resources received from the Council/Department. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Vendor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, will meet the requirements of this part.

In determining the federal awards expended in its fiscal year, the Vendor shall consider all sources of Federal awards, including federal resources received from the Council/Department. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Vendor 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 Vendor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Section 200.508.

If the Vendor 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, as revised, is not required.

In the event that the Vendor 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 Vendor 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 agreements with the Council and DOEA shall be based on the agreement’s requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs

and liabilities due to the Council, DOEA, or AHCA shall be fully disclosed in the audit report with reference to the Council or DOEA agreement involved. If not otherwise disclosed as required by 2 CFR Section 200.510, the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with the Council, DOEA, 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 Vendor's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Vendor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Vendor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Vendor (for fiscal years ending September 30, 2004 or thereafter), the Vendor 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 Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Vendor shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Vendor 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 Vendor expends less than \$750,000.00 in state financial assistance in its fiscal, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Vendor 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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the Vendor 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 agreements with the Council, or DOEA shall be based on the agreement'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 agreement. All questioned costs and liabilities due to the Council, and DOEA shall be fully disclosed in the audit report with reference to the Council, and DOEA Agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Council, or DOEA in effect during the audit period. 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 Vendor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Vendor's fiscal year end. Notwithstanding the applicability of this portion, the Council, or DOEA retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, and required by PART I of this agreement shall be submitted, when required by 2 CFR Section 200.512, by or on behalf of the Vendor directly to each of the following:

The Areawide Council on Aging of Broward County, Inc. at the following address:

Areawide Council on Aging of Broward County, Inc.
Attn: Charlotte Mather-Taylor
5300 Hiatus Road
Sunrise, FL 33351

Pursuant to 2 CFR Section 200.512, the reporting package and the data collection form must be submitted electronically to the Federal Audit Clearinghouse.

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Pursuant to 2 CFR Section 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 Vendor shall submit a copy of any management letter issued by the auditor to the Areawide Council on Aging of Broward County, Inc. at the following address:

Areawide Council on Aging of Broward County, Inc.
Attn: Charlotte Mather-Taylor
5300 Hiatus Road
Sunrise, FL 33351

Additionally, copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the Vendor directly to each of the following:

The Areawide Council on Aging of Broward County, Inc. at each of the following addresses:

Areawide Council on Aging of Broward County, Inc.
Attn: Charlotte Mather-Taylor
5300 Hiatus Road
Sunrise, FL 33351

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 letter, or other information required to be submitted to the Areawide Council on Aging of Broward County, Inc. pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Vendors, when submitting financial reporting packages to the Council, DOEA, or AHCA for audits done in accordance with 2 CFR Part 200 or Chapters 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 Vendor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Vendor shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of seven (7) years from the date the audit report is issued and shall allow the Council, or DOEA or its designee, the CFO or Auditor General Access to such records upon request. The Vendor shall ensure that audit working papers are made available to the Council, or DOEA, or its designee, CFO, or Auditor General upon request for a period of seven (7) years from the date the audit report is issued, unless extended in writing by the Council, or DOEA.

- End of Attachment III

Attachment IV**NUTRITION SERVICES PROGRAM – O3C2
INVOICE REPORT SCHEDULE**

Report #	Based On	Due Date
1	July Expenditure Report	August 05, 2023
2	August Expenditure Report	September 05, 2023
3	September Expenditure Report	October 05, 2023
4	October Expenditure Report	November 05, 2023
5	November Expenditure Report	December 05, 2023
6	December Expenditure Report	January 05, 2024
7	Final Expenditure and Closeout	January 05, 2024

- End of Attachment IV

Attachment V
BACKGROUND SCREENING



Ron DeSantis
Governor

Michelle Branham
Secretary

BACKGROUND SCREENING

Attestation 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 screenings, 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, Name of Representative do hereby affirm under penalty of

perjury 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

ATTACHMENT VI

BUSINESS ASSOCIATE AGREEMENT

This Agreement, made as by and between **Areawide Council on Aging of Broward County** ("Covered Entity"), a Florida corporation, and <insert Vendor Name Here> ("Business Associate").

WHEREAS, the Areawide Council on Aging of Broward County is a Covered Entity as defined in the Privacy Rule adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy Rules).

WHEREAS, the Business Associate has been retained by the Covered Entity to perform a function, activity, or service on behalf of Covered Entity that requires the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the Privacy Rule, the Security Rule Health Information Technology for Economic and Clinical Health Act (HITECH), the Final Rules and any rules or guidance issued by the Secretary from time to time with respect to such security, privacy, use and disclosure requirements.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

Section 1. Definitions.

- (a) Breach shall mean the acquisition, access, use or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the protected health information. For purposes of this definition, "compromises the security or privacy of the protected health information" means poses a significant risk of financial, reputational, or other harm to the individual.
- (b) HITECH shall mean Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), called the Health Information Technology for Economic and Clinical Health (HITECH) Act, codifies and expands on many of the requirements promulgated by the Department of Health & Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to protect the privacy and security of protected health information (PHI).
- (c) Individual means the person who is the subject of protected health information 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (d) Privacy Officer shall mean Shirley Snipes, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10213; email: snipess@adrcbroward.org
- (e) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (f) Protected Health Information or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (g) Required by Law shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- (h) Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.

- (i) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI relating to the Covered Entity.
- (j) Security Officer shall mean Chris Delez, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10214; email: delezc@adrcbroward.org.
- (k) Security Rule shall mean the Health Insurance Reform: Security Standards at 45 CFR Parts 160, 162 and 164.
- (l) Underlying Agreement shall mean the services agreement executed by the Covered Entity and Business Associate, if any.
- (m) Unsecured PHI means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under Section 13402 of Public Law 111-5 on the HHS website (45 CFR 164.402).

Section 2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than provided for by this Agreement, y.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement.
- (d) Business Associate agrees to comply with the Security Rules, as required by HITECH, in a manner consistent with the Rule and regulations that may be adopted by relevant federal agencies, to keep all electronic PHI in a secure manner, as required under federal law.
- (e) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. See "Reporting" contained in this Agreement.
- (f) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (g) Business Associate agrees to make available, in the time and manner designated by Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's requirements under 45 CFR 164.524.
- (h) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.
- (i) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2) to accomplish the intended purpose of such request, use or disclosure as interpreted under related guidance issued by the Secretary from time to time.
- (j) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.
- (k) Business Associate agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf

of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

- (l) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (m) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (n) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure, breach notification, compliance, and re-disclosure requirements of HITECH, Privacy Rule and the Security Rule to the extent such requirements may be applicable.
- (o) Business Associate acknowledges that if it becomes aware of a "pattern of activity or practice" by Covered Entity, or any other Business Associate, that breaches a Business Associate Agreement, but fails to cure that breach, Business Associate shall immediately terminate the relevant agreement, or report the non-compliance to the United States Department of Health and Human Services' Office of Civil Rights.
- (p) Business Associate acknowledges that it is subject to compliance audits by the United States Department of Health and Human Services' Office of Civil Rights.
- (q) Business Associate shall comply with any and all regulatory requirements which may arise in the future to comply fully with the Privacy Rules, the Security Rule, ARRA, and HITECH, including, but not limited to, restrictions on disclosures to health plans, clarified minimum necessary standards, expanded accounting requirements applicable to electronic health records, revised prohibitions on sales of PHI, and updated marketing and fundraising restrictions. Business Associate shall require that any agent, including a subcontractor, shall also comply with the requirements set forth herein.
- (r) Business Associate acknowledges that, pursuant to HITECH, Business Associate, its employees and contractors, and any third party (and their employees, contractors, and further third parties) who may have access to or possession of the Covered Entity's PHI, are subject to regulatory oversight of the various federal and/or state agencies as a Business Associate, and may be subject to both civil and criminal penalties which may arise from violations of this Agreement, the Privacy Rules, the Security Rule, HITECH, and any rules or guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
- (s) Business Associate agrees to provide the Covered Entity with notice of a Breach of Unsecured PHI pursuant to the requirements of 45 CFR 164.402. See "Reporting" contained in this Agreement.
- (t) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 154, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- (u) Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Section 3. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited in this Agreement, Business Associate may use and/or disclose PHI only in a manner that is necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- (b) Business Associate may use or disclose PHI as required by law.

- (c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (e) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose(s) for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section 4. Reporting

As described below, Business Associate shall report to the Covered Entity in writing (a) any use or disclosure of PHI not permitted under 45 CFR section 164, Subpart E, this Agreement, or by law, (b) any Security Incident of which it becomes aware and (c) any Breach of Unsecured PHI in accordance with HITECH, including 42 U.S.C.A. section 17932.

- (a) Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall make the report to the Covered Entity's Privacy Officer (or to the Security Officer in the event of a Security Incident) within 3 business days after Business Associate learns of such unauthorized use or disclosure or Security Incident. Business Associate's report shall: (1) identify the nature of the unauthorized use or disclosure or Security Incident including the date of the Security Incident or unauthorized use or disclosure and date of discovery; (2) identify the PHI affected; (3) identify who made or caused the unauthorized use and/or received the unauthorized disclosure and/or participated in the Security Incident, if known; (4) identify what Business Associate has done or shall do to mitigate any deleterious effect of the Breach, unauthorized use or disclosure or Security Incident; (5) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and (6) provide such other information, including a written report, as reasonably requested by the Privacy Officer or Security Officer. Any Security incident or unauthorized use or disclosure of PHI that is a Breach of Unsecured PHI shall be reported as required under subsection (b) below.
- (b) Notification of a Breach. Pursuant to HITECH, including 42 U.S.C.A. section 17932, and regulations under 45 CFR Parts 160 and 164, as amended, Business Associate shall provide written notice to the Covered Entity's Privacy Officer of any Breach of Unsecured PHI within 3 business days after Business Associate discovers the Breach. Business Associate shall conduct the risk assessment to determine whether a Breach occurred. Business Associate's report to the Covered Entity shall identify or describe: (1) the affected Individual(s) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (2) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (3) who made or caused the Breach/unauthorized use and/or received the unauthorized disclosure; (4) the types of Unsecured PHI involved in the Breach; (5) any specific steps the Individual(s) should take to protect him or herself from potential harm related to the Breach; (6) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (7) contact procedures for how the Individual(s) can obtain further information from Business Associate; and (8) such other information, including the risk assessment analysis prepared by Business Associate, as reasonably requested by the Covered Entity's Privacy Officer.

Section 5. Obligations of Covered Entity

- (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

- (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures under this Agreement.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.
- (d) With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been accessed, acquired, used or disclosed as a result of such breach, except when law enforcement requires a delay pursuant to 45 CFR 164.412:
 - 1. Without unreasonable delay and in no case later than 60 days after discovery of a breach.
 - 2. By notice in plain language including and to the extent possible: a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; a description of the types of Unsecured PHI that were involved in the breach; any steps Individual(s) should take to protect themselves from potential harm resulting from the breach; a brief description of what the Covered Entity involved is doing to investigate the Breach, mitigate the harm to Individual(s), and to protect against any further Breaches; and, contact procedures for Individual(s) to ask questions or learn additional information which shall include a toll-free telephone number, an e-mail address, web site or postal address.
 - 3. Use a method of notification that meets the requirements of 45 CFR 164.404(d).
 - 4. Provide notice to the media when required under 45 CFR 164.405 and to the Secretary pursuant to 45 CFR 164.408.

Section 6. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy & Security Rule if done by Covered Entity.

Section 7. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the date the Covered Entity signs this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either (1) provide an opportunity for Business Associate to cure the breach and then terminate the Underlying Agreement if Business Associate does not cure the breach within time period specified by the Covered Entity or (2) terminate the Underlying Agreement immediately. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination. (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate and subcontractors shall retain no copies of the PHI. (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 8. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy & Security Rule means the section as is currently effect or as may be amended from time to time, and for which compliance is required.

- (b) Indemnification. Business Associate shall release, defend, indemnify and hold Covered Entity harmless from and against any claims, fees, losses, and costs, including, without limitation, reasonable attorneys' fees and costs, that Covered Entity may sustain as a result of, or arising out of (i) a breach of this Agreement by Business Associate or its agents or Subcontractors, including, but not limited to, any unauthorized use, disclosure or breach of PHI, (b) Business Associate or its subcontractor's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitation, failure to perform Business Associate's obligations under this Agreement, the Privacy Rule or the Security Rule or any other applicable law or rule.
- (c) Remedies. The parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.
- (d) Amendment. The parties agree to take such action as is necessary to amend this Agreement and the Underlying Agreement if necessary from time to time as is necessary to comply with the requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, ARRA the HITECH Act, the HIPAA rules and any other applicable laws. Regardless of written amendment to this Agreement or the Underlying Agreement, the parties agree to comply with all applicable laws
- (e) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and/or Underlying Agreements, as shall the rights of access and inspection of Business Associate by Covered Entity.
- (f) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.
- (g) Governing Law; Conflict. This agreement shall be enforced and construed in accordance with the laws of the State of Florida. Jurisdiction of any litigation with respect to this Agreement shall be in Florida, with venue in a court of competent jurisdiction located in Pinellas County. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.
- (h) Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.
- (i) Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
- (j) Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 2023.

Areawide Council on Aging of Broward County (Covered Entity):

Signed: _____

Printed Name: Charlotte Mather-Taylor

Title: Chief Executive Officer

Name of Vendor or Provider (Business Associate)

Signed: _____

Printed Name: _____

Title: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email: _____

- End of Attachment VI

**ATTACHMENT VII
FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST**

	County Broward	AAA/Contractor/Vendor
	Completed By	
	Date	Telephone

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

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

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

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

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain. NA YES NO

7. Compare the staff composition to the population. Is staff representative of the population?
If NA or NO, explain. NA YES NO

8. Compare the client composition to the population. Are race and sex characteristics representative of the
Population? If NA or NO, explain. NA YES NO

9. Are eligibility requirements for services applied to clients and applicants without regard to race,
color, national origin, sex, age, religion or disability? If NA or NO, explain. NA YES NO

10. Are all benefits, services and facilities available to applicants and participants in an equally effective
manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain. NA YES NO

11. For in-patient services, are room assignments made without regard to race, color, national
origin or disability? If NA or NO, explain. NA YES NO

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
-
13. Are employees, applicants and participants informed of their protection against discrimination?
If yes, how? Verbal Written Poster If NA or NO, explain. NA YES NO
-
14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA NUMBER

-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain. NA YES NO

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO
-
17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES NO
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
-
19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO
-
20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain. YES NO

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO

DOEA USE ONLY			
Reviewed By		In Compliance: YES NO*	
Program Office		*Notice of Corrective Action Sent ___/___/___	
Date	Telephone	Response Due ___/___/___	
On-Site	Desk Review	Response Received ___/___/___	

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race, 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, brailled 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.

End of Attachment VII

ATTACHMENT VIII 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									\$ -

SIGNATURE: _____

DATE: _____

TITLE: _____

ATTACHMENT IX

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 X
CLIENT DEMOGRAPHIC INFORMATION FORM**

Nutrition Services – O3C2 Demographic Information						
Client Name	<u>Date of Birth</u>	Sex	Race	Ethnicity	<u>PSA/</u>	<u>eCIRTS ID#</u>

ATTACHMENT XI

NUTRITION SERVICES – O3C2 INFORMATION

Attachment XI

Nutrition Services
OAA Title III C2

CONTRACT #: JA023-#-2023

Vendor: Vendor
Report Period: July 2023

#	Client Name (Last, First)	Client CIRTS ID:	Date of Service	Emergency Home Delivered Shelf Meals	Home Delivered Meals	Home Delivered Meals - Frozen	Home Delivered Meals - Guest	Home Delivered Meals - Hot	Nutrition Counseling - Individual	Nutrition Education	Outreach	Screening and Assessment	Amount Paid
1													\$
2													\$
3													\$
4													\$
5													\$
6													\$
7													\$
8													\$
9													\$
10													\$
11													\$
12													\$
13													\$
14													\$
15													\$
16													\$
17													\$
18													\$
19													\$
20													\$
21													\$
22													\$
23													\$
24													\$
25													\$
26													\$
27													\$
28													\$
29													\$
30													\$
TOTAL				\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	\$0.00
# of applications pg.1:													0

ATTACHMENT XII

CONTRACT #: JA023-#-2023

Attachment XII
"Vendor Name"

RECEIPTS AND EXPENDITURE REPORT
OLDER AMERICANS ACT

PROVIDER NAME, ADDRESS, PHONE # & FEID Name of Vendor Address of Vendor Address of Vendor Phone # of Vendor FEID: xx-xxxxxxx	Program Funding Source : Nutrition Services OAA Title III C2	THIS REPORT PERIOD July 2023 CONTRACT PERIOD 07/01/2023 - 12/31/2023 CONTRACT #: JA023-#-2023 REPORT # PSA# 10	
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 Vendor Agreement.			
Prepared by :	Date:	Approved by :	Date :
PART A : INCOME/ RECEIPTS 1. # Previous Funds Billed 2. II Previous Funds Received 3. I Previous Funds Outstanding		1. Total Receipts Year to Date \$0.00 \$0.00 \$0.00	
PART B : EXPENDITURES 1. Home Delivered Meals 2. Home Delivered Meals - Frozen 3. Home Delivered Meals - Guest 4. Home Delivered Meals - Hot 5. Emergency Home Delivered Shelf Meals 6. Nutrition Education 7. Nutrition Counseling - Individual 8. Outreach 9. Screening and Assessment 10. TOTAL EXPENDITURES		1. Expenditures for this Report \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	2. Expenditures Year to Date \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

DOEA FORM 105R revised 1/23

AAA Office Use Only

DESC: VENDOR OAA IIIC2 MM/YYYY
 VENDOR ID:P-VENDOR
 ACCT#: 20.20.10.JA02300.####.###.#### \$0.00 ACCT#: 20.20.10.JA02300.####.###.#### \$0.00
 ACCT#: 20.20.10.JA02300.####.###.#### \$0.00 ACCT#: 20.20.10.JA02300.####.###.#### \$0.00
 ACCT#: 20.20.10.JA02300.####.###.#### \$0.00 ACCT#: 20.20.10.JA02300.####.###.#### \$0.00
 ACCT#: 20.20.10.JA02300.####.###.#### \$0.00 ACCT#: 20.20.10.JA02300.####.###.#### \$0.00
 ACCT#: 20.20.10.JA02300.####.###.#### \$0.00 ACCT#: 20.20.10.JA02300.####.###.#### \$0.00
 ACCT#: 20.20.10.JA02300.####.###.#### \$0.00

ATTACHMENT XIII
OAA ANNUAL VOLUNTEER ACTIVITY REPORT SPECIFICATIONS

I. Report Submission

The Contractor shall complete and submit an OAA Quarterly Volunteer Activity Report electronically

II. 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.

III. Reporting Requirements

1. Number of unduplicated direct service volunteers.
2. Number of unduplicated indirect service volunteers.
3. Number of episodic volunteers engaged during the contract year.
4. Total number of direct volunteer hours served.
5. Total number of indirect volunteer hours served.
6. Total number of episodic volunteer hours served.
7. Number of clients served by volunteers.
8. Number of volunteers age 60 or older.
9. Number of volunteers under age 60.

IV. Service Categories

Groupings for reporting the number of volunteers providing services during the data collection period (quarterly)

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.

APPENDIX II – Program #2

Notice of Intent to Submit a Proposal

for

Nutrition Program Services – O3C2
Agency Designation

Date: _____

Agency Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Contact Person: _____

Contact Person's Telephone Number: _____

AREA AGENCY ON AGING USE ONLY:

DATE RECEIVED: _____

TIME RECEIVED: _____

RECEIVED BY: _____

APPENDIX III

CONTRACT TERMS AND CONDITIONS STATEMENT

By submitting a proposal, the applicant accepts all the terms and conditions contained in the RFP.

In the event _____,
(Name of Agency)

is awarded a contract for the provision of services based on this Request for Proposal for an Nutrition Program Service Provider Agency,

_____,
(Name of Agency)

agrees to abide by the terms and conditions of the Program and Services Contract with respective attachments, including the billing and payment process.

Signature of Authorized Representative

Date

APPENDIX IV

STATEMENT OF NO INVOLVEMENT

I, _____, as the authorized representative
of _____, certify no member of this agency, or
any person having an interest in this agency, has been awarded a contract by the Area
Agency on Aging, on a noncompetitive basis to:

- (1) develop this Request for Proposal
- (2) perform a feasibility study concerning the scope of work contained in this
RFP, or
- (3) develop a program similar to what is contained in this RFP

Signature of Authorized Representative

Date

Area Agency on Aging of Broward County
Older Americans Act (OAA) Nutrition Programs
Service Provider Application (SPA), Guidelines
and Requirements

Contract Period
July 1, 2023 to December 31, 2023

Older Americans Act Titles IIIC2



Area Agency on Aging
of Broward County

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I.A. SERVICE PROVIDER SUMMARY INFORMATION PAGE

PSA:10

ORIGINAL []

<p>1. PROVIDER INFORMATION:</p> <p>Executive Director: [Name/Address/Phone]</p> <p>Legal Name of Agency:</p> <p>Mailing Address:</p> <p>Telephone Number:</p>	<p>2. GOVERNING BOARD CHAIR: [Name/Address/Phone]</p>			
<p>3. TYPE OF AGENCY/ORGANIZATION:</p> <p>GOVERNMENT (COUNTY / MUNICIPALITY): ___</p> <p>NOT FOR PROFIT: ___</p> <p>FOR PROFIT: ___</p>	<p>4. PROPOSED FUNDING PERIOD:</p>			
<p>5. FUNDS REQUESTED:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> OAA Title IIIB <input type="checkbox"/> OAA Title III-C1 <input type="checkbox"/> OAA Title III-C2 <input type="checkbox"/> OAA Title IIID <input type="checkbox"/> OAA Title IIIE <input type="checkbox"/> OAA Title VII <input type="checkbox"/> USDA </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> CCE <input type="checkbox"/> HCE <input type="checkbox"/> ADI <input type="checkbox"/> LSP <input type="checkbox"/> Contracted Services <input type="checkbox"/> HCBS <input type="checkbox"/> EHEAP </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> CCPE <input type="checkbox"/> OTHER (SPECIFY) </td> </tr> </table>		<input type="checkbox"/> OAA Title IIIB <input type="checkbox"/> OAA Title III-C1 <input type="checkbox"/> OAA Title III-C2 <input type="checkbox"/> OAA Title IIID <input type="checkbox"/> OAA Title IIIE <input type="checkbox"/> OAA Title VII <input type="checkbox"/> USDA	<input type="checkbox"/> CCE <input type="checkbox"/> HCE <input type="checkbox"/> ADI <input type="checkbox"/> LSP <input type="checkbox"/> Contracted Services <input type="checkbox"/> HCBS <input type="checkbox"/> EHEAP	<input type="checkbox"/> CCPE <input type="checkbox"/> OTHER (SPECIFY)
<input type="checkbox"/> OAA Title IIIB <input type="checkbox"/> OAA Title III-C1 <input type="checkbox"/> OAA Title III-C2 <input type="checkbox"/> OAA Title IIID <input type="checkbox"/> OAA Title IIIE <input type="checkbox"/> OAA Title VII <input type="checkbox"/> USDA	<input type="checkbox"/> CCE <input type="checkbox"/> HCE <input type="checkbox"/> ADI <input type="checkbox"/> LSP <input type="checkbox"/> Contracted Services <input type="checkbox"/> HCBS <input type="checkbox"/> EHEAP	<input type="checkbox"/> CCPE <input type="checkbox"/> OTHER (SPECIFY)		
<p>6. SERVICE AREA:</p> <p>[] Selected County: <u>Broward</u></p>				
<p>7. CERTIFICATION BY AUTHORIZED AGENCY OFFICER:</p> <p>I hereby certify that the contents of the proposal submitted by the bidder identified above is true, accurate and complete. I acknowledge that any intentional misrepresentations or false statements in the proposal may result in disqualification of the proposal or the termination of any contract between the bidder and the Area Agency on Aging of Broward County (AAABC) arising out of this RFP.</p> <p>Name: _____ Signature: _____ Title: _____ Date: _____</p>				

GENERAL INSTRUCTIONS

Area Agency on Aging of Broward County (AAABC) requires an electronic copy via thumb drive, one hard copy with original signatures, and seven complete copies. The completed SPA is due to AAABC along with your completed RFP on **May 4, 2023**. All Fiscal documents on the thumb drive must be Excel formats with visible formulas. PDF fiscal documents will NOT be accepted.

This service provider application is to be used by providers applying for funding under the following DOEA programs:

Older Americans Act Title IIIC2

The service provider application must include the following:

Program Module - contains general information about the provider and the programs for which application is being made.

Contract Module - contains specific funding and service cost information.

Prescribed formats must be used. If formats do not allow sufficient space, additional pages may be attached as needed.

Where no format is prescribed, the applicant may use plain paper with a heading on each page to identify the application section.

Dollar amounts should be rounded to the nearest whole dollar.

Applications must include all information requested, and each page must be numbered sequentially.

**Area Agency on Aging of Broward County
Federal Older Americans Act Programs**

OAA NUTRITION SERVICES

Title C2

**Program Module – Service Provider Application,
General Requirements and Guideline**

A. PROGRAM MODULE GENERAL REQUIREMENTS

Table of Contents

To be included in every application.

Service Provider Summary Information

To be completed by every applicant.

General Information

To be completed by every applicant.

Description of Service Delivery

A "Description of Service Delivery" format must be completed for each funded service.

New Service/New Provider Business Plan

To be completed by new applicants and current providers offering a new service. The plan must include start-up activities, an implementation schedule, and an estimate of the number of consumers to be served initially.

Goals, Objectives and Performance Measures

Service providers must develop implementation strategies (action steps) to achieve prescribed goals, objectives, and performance measures as indicated on Format V.A.

II.A.1. DEMOGRAPHICS AND NUTRITUTION SERVICE SYSTEM COUNTYWIDE

Nutrition Service Provider funding is contingent upon the bidder's demonstrated ability to accept referrals and provide nutritious meals, nutrition education, outreach and client assessment on a county-wide basis for all eligible consumers residing in Broward County.

In order to ensure the provision of a nutrition services while allowing consumer choice to address the diverse needs of elders in Broward County.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic.

- a. Describe the social, economic and demographic characteristics of the targeted population.
- b. Describe your ability to accept referrals and provide services countywide to include providing all Nutrition services either directly or through a qualified subcontractor.
- c. Describe your plan for administering and managing the Nutrition Program Services is presented in a clear, concise, and thorough manner. The bidder's plan meets all state program guidelines and includes consumer enrollment and assessment. New bidders include start up and implementation processes and procedures in their plan.

It is important to include strategies for gaining input from the public in your planning process. This should address how you will reach out to the community for feedback when significant program service changes are being considered.

II.A.2. Consumer Identification

The Area Agency on Aging of Broward County (AAABC) and Nutrition Service Provider Agencies are charged with the responsibility to identify and inform individuals with food insecurity and their caregivers of the range and availability of services. This may be carried out in cooperation with church, civic, social, and medical organizations.

Nutrition provider staff should participate in local networks and consortiums where Memory Disorder Clinics, hospitals, home health, social and medical providers are represented, since these may be sources of referrals.

The intake process begins when an individual with food insecurity and their caregiver makes contact with, or is referred to, the AAABC. Nutrition service agencies must refer all potential clients in need of service to the AAABC for preliminary screening and intake.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic.

- a. Describe the anticipated outreach activities you will conduct to identify and inform individuals with food insecurity and their caregivers of the availability of services.
- b. The bidder has described outreach efforts and the process of informing clients of all formal and informal resources to meet client needs (EHEAP, Food Stamps, etc...)
- c. Describe your process for referral to the AAABC including the steps and criteria you will use to determine if the referral is appropriate.
- d. Describe your procedures to request referrals of wait listed clients from the AAABC including the process to determine the number and frequency of referral requests (including budgetary considerations).
- e. Describe how you will process referrals from the AAABC for new client enrollments including each step from the initial receipt of the referral through all required and documented actions for eligibility determination.
- f. Describe the plans and procedures that are in place to interface with the ADRC's Information and Referral function. Including the steps and criteria you will use to determine if a caller should be referred to the ADRC's Helpline. Provide current copies of your ADRC interface and determination policies and procedures in the Service Provider Application (SPA) Appendix.

II.A.3. List of Services Proposed and Description of Service Delivery

This page must be completed for all required services. If you propose to provide optional services, these services must also be included on the lists below.

For Center Based Services, complete the following table:

Service	Business/Location Name	Address	Phone	Capacity	License Type (if applicable)	License # (if applicable)	Direct (D) or Subcontracted (S)

If subcontracting, the subcontract agreement, signed by both parties, must be available upon request from the AAABC. Attach to the SPA a copy of your subcontractor bid and selection process (include time frames), a copy of your programmatic and fiscal monitoring tool, subcontract monitoring schedule and a sample sub-contract.

For Non-Centered Based Services, complete the following table:

Service	Business/Location Name	Address	Phone	License Type (if applicable)	License # (if applicable)	Direct (D) or Subcontracted (S)

If subcontracting, the subcontract agreement, signed by both parties, must be available upon request from the AAABC. Attach to the SPA a copy of your subcontractor bid and selection process (include time frames), a copy of your programmatic and fiscal monitoring tool, subcontract monitoring schedule and a sample sub-contract.

Service Descriptions:

It is important that Nutrition Service Provider provide all services indicated in the RFP for either directly or through a subcontractor. A complete listing of the service descriptions funded under this RFP may be found in Appendix A of the DOEA Handbook.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic.

- a. Describe the services your organization will provide. Include a description of each service; location, date, times, holiday closures, etc.
- b. Describe how services will be documented and the process for entering information into eCIRTS.
- c. Describe your plan to provide nutrition education monthly and the list of topics to be covered.
- d. Complete Appendix XVIII Nutrition Assurances and include in the SPA appendix.
- e. Describe the process for ensuring all required employees/subcontractor employees/volunteers have successfully completed a level 2 background screening.
- f. Describe the process for ensuring all required employees/subcontractor employees/volunteers are properly verified and determined eligible for hire through the U.S. Department of Homeland Security's E-verify system.

New Service/New Provider Business Plan

To be completed by new applicants and current providers offering a new service.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic.

The plan must include start-up activities, an implementation schedule, and an estimate of the number of consumers to be served initially.

II.A.4. Process for Handling and Reporting Client Complaints, Grievances, and Appeals

The Nutrition Service Provider must develop and maintain procedures to provide for handling client complaints and processing grievances and appeals regarding denial, reduction or termination of services. These procedures must provide for informing all clients of the complaint, grievance and appeal process. Information concerning client complaints, grievances and appeals procedures can be found in Appendix D of the DOEA Program and Services Handbook.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic.

- a. Describe your organization's policies and procedures for ensuring compliance with the required reporting of adverse incidents.
- b. Detail your organization's procedure for informing all consumers of the grievance/appeal process.
- c. Describe your organization's process for receiving, reporting and remediating client complaints. Attach the procedure and a copy of the blank log in the SPA Appendix.
- d. Describe your organization's process for handling client grievances including appeals regarding denial, reduction, or termination of services. Attach the procedure and a copy of the blank log in the SPA Appendix.

Note: Copies of your organization's Client Complaint, Grievance, and Appeals Procedures and logs must be maintained and available upon request by the AAABC.

II.A.5. Reporting

The Nutrition Services Provider is required to compile service delivery statistics and other data and report to the AAABC as required by contract, or if otherwise requested.

Monthly reporting requirements for eCIRTS require all client and service data for the previous month to be entered into eCIRTS by the 3rd business day of the month. Information is to be reported in the following categories:

- Consumer Demographics
- Consumer Program Enrollment
- Consumer Assessment Information
- Consumer Services

All services provided by the Nutrition Services Provider must be reported on a monthly basis in eCIRTS. Additionally, all reports and requests for payment must be submitted within the time frames established by the AAABC.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic.

- a. Describe the steps your organization will follow in order to provide for accurate and timely entry of all service and consumer specific information in the eCIRTS database.
- b. Provide current copies of your organization's policies and procedures used to ensure timely and accurate eCIRTS reporting Note: Copies of your organization's eCIRTS Policies and Procedures must be maintained and available upon request by the AAABC
- c. Describe the method for validating and reconciling service units from service authorization to service delivery in billing the AAABC, including a list of all reports run, schedule for running and required follow-up dates for staff addressing any exceptions, and method of checking and cross checking data entered.
- d. Describe the method of checking and cross checking data entered into eCIRTS to ensure accuracy. Provide current copies of your organization's internal policies and procedures used to ensure timely and accurate eCIRTS reporting in the SPA Appendix.

II.A.6 Client Confidentiality

Pursuant to section 430.504, F.S., information about clients of programs created or funded under the Nutrition Services Program is confidential and exempt from the provisions of section 119.07(1), F.S., Florida's Public Records Act.

The Nutrition Services Provider must ensure confidentiality of client information by all employees, service providers and volunteers as required by all applicable laws. It is essential that training be established and provided for Nutrition Services Provider staff, subcontractors, and volunteers, and that necessary policies and procedures be implemented to promote security of information, including protection from loss, damage, defacement or unauthorized access.

The Nutrition Services Provider must ensure the confidentiality of client information by all employees, service providers and volunteers as required by state and federal laws.

The response for the topic below should not exceed two (2) pages double spaced using a font size of at least 11 pt.

- a. Describe what security measures are in place to address of consumer information by all employees, service providers and volunteers. Describe what security measures are in place to address confidentiality and consumer-specific information as it relates to state and federal (HIPAA) requirements. Submit a copy of your Privacy Notice. The applicant's Privacy Notice must be HIPAA compliant and included in the SPA Appendix.
- b. Describe how consumers are notified of the purpose for collecting an individual's social security number in compliance with section 119.071(5), F.S. Whenever possible, when a eCIRTS identification number is available, it is to be used for reporting purposes in lieu of a social security number. For example, when communicating information for billing or client concerns, the provider should use the eCIRTS identification number provided by DOEA. Include a copy of your organization's current consumer notification which discloses the purpose for which the client's social security number is being collected in the SPA Appendix.
- c. Describe the process for providing each client with a Privacy Notice as required by HIPAA where applicable. Include a copy of the Privacy Notice in the SPA Appendix.

II.A.7 Employee Screening and Security

The Nutrition Service Provider is responsible for complying with State of Florida, Office of the Governor, Executive Order Number 11-116 and all applicable requirements to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of individual provider services under a contract procured through this RFP. The Bidder is required to maintain documentation to assure new employees hired by the organization within the contract period are eligible for employment.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic.

- a. Describe the procedures implemented by your organization for complying with Executive Order Number 11-116 and all applicable AAA Notices of Instruction related to requirements to use the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by the organization. Include a brief summary of the procedures implemented by your organization to be certain all required employees are properly verified and determined eligible for hire through the U.S. Department of Homeland Security's E-verify system.
- b. Describe how documentation to assure new employees hired by the organization within the contract period are eligible for employment will be maintained.

The Nutrition Services Provider shall ensure that all applicable background screening requirements of section 430.0402 and Chapter 435, F.S., are met. The Bidder must also comply with any applicable rules promulgated by DOEA or the Agency for Health Care Administration (AHCA) regarding implementation of section 430.0402 and Chapter 435, F.S.

Further information concerning the procedures for background screening is found at <https://elderaffairs.org/about-us/background-screening/>

- c. Describe the procedures implemented by your organization to ensure that all staff, volunteers, or subcontractors who meet the definition of direct service providers are properly screened and determined to have no disqualifying offenses prior to rendering services. Include a completed copy of the Privacy Notice in the SPA Appendix.
- d. Describe your organization's process for notifying the Department of Elder Affairs when staff/volunteers are no longer employed by your organization.

Proper storage, protection, security and preservation of source documentation, and valid backup and retention of electronic data on a regular basis is required.

- e. Describe your organization's procedures for the proper storage, protection, security and preservation of source documentation, and valid backup and retention of electronic data.

Note: A copy of your organization's Staff Level II Background Procedures, E-Verify procedures, and IT and Electronic Back-up Procedures must be maintained and available upon request by the AAABC.

II.A.8. Quality Assurance

The Nutrition Services Provider will self-monitor and self-evaluate the quality of services by its own staff and sub-contractors, at least annually, subject to further monitoring by the AAABC and/or DOEA.

The responses for the topics below should not exceed two (2) pages double spaced using a font size of at least 11 pt for each topic.

Note: Copies of all Quality Assurance/Quality Initiative procedures must be maintained and available upon request by the AAABC.

- a. Describe your organization's procedures to evaluate the quality of services delivered by the Nutrition Service Provider staff. Provide copies of your Quality Assurance/Quality Initiative procedures in the SPA Appendix.
- b. Describe your organization's procedures to evaluate the quality of services delivered by any subcontractor providing Nutrition services including process and frequency.
- c. Explain how the results of your quality assurance process for services delivered by both Nutrition Services Provider staff and/or subcontractors has been and will be used to improve services and/or services delivery.

The degree of client satisfaction with service quality and staff effectiveness must be evaluated annually by the Nutrition Services Provider during the contract period. Survey results must be used to develop continuous quality assurance initiatives to ensure improvement all nutrition services delivery.

- d. Describe the procedures your organization uses to evaluate client satisfaction. All clients should be surveyed at least once annually. The description should include the schedule to conduct the survey, tabulation of the results, analysis and follow up process, and information on how the results are utilized to make improvements to services. Note: Copies of your consumer satisfaction policies must be attached in the SPA Appendix as well as maintained and available upon request by the AAABC.
- e. Provide a narrative of quality improvement initiatives undertaken by your organization during the preceding calendar year, as appropriate.

Nutrition Services Providers shall be responsible for provision of the pre-service and in-service training for all paid and volunteer staff.

- f. Describe your plan to provide the required pre-service and in-service staff training.

Your plan should include the minimum standards/topics as outlined in Appendix A of the DOEA Handbook.

II.A.9. Disaster Preparedness

The Nutrition Services Provider will maintain a current Disaster Plan to be implemented, at the direction of the AAABC or DOEA, in the event that a disaster is declared by federal, state or local officials. The Nutrition Service Provider is required to enter data into eCIRTS for all clients which is also used for disaster preparedness.

Nutrition Services Providers must be prepared to use eCIRTS reports to routinely provide registry information to the local emergency management team and to identify, locate, and assist with the evacuation and other needs of endangered clients in the event of a disaster.

The response for the topic below should not exceed four (4) pages double spaced using a font size of at least 11 pt.

- a. Provide a summary of your organization's disaster plan which must include the following key elements: (Refer to Chapter 8 of the DOEA Handbook for further information):
 - Designation of a Disaster Coordinator and alternate and other key personnel including all subcontractors.
 - Contact information is provided for all designated personnel above.
 - An alternative office site location is designated
 - Plans for contacting all at-risk clients, on a priority basis, prior to and immediately following a disaster.
 - Plans to receive referrals, conduct outreach, and deliver services, before and after a disaster, to persons who may or may not be current clients.
 - Plans for after-hours coverage of network services, as necessary.
 - Plans to help at-risk clients register with the Special Needs Registry of the local emergency management agency.
 - How the services are integrated with the local County Emergency Plan
 - Clear description from the viewpoint of disaster preparedness, not hurricane preparedness.

Note: A copy of your organization's Disaster Preparedness Plan must be maintained and available upon request by the AAABC.

NEW BIDDERS - must include a full copy of their disaster plan with the proposal.

II.A.10. Volunteer Plan

Bidders must provide assurance and demonstrate staffing capable to train and supervise volunteer staff and volunteer supervisors. All bidders must submit a written plan to address recruitment, training, utilization, and retention of volunteers, to assist with activities of the service provider.

II.A.11. Organizational Chart

An organizational chart illustrating the structure and relationship of positions, units, supervision and functions must be developed and approved by the governing body of the Nutrition Services Provider and submitted by the bidder as part of the proposal response.

The response for the topic below should not exceed two (2) pages double spaced using a font size of at least 11 pt.

- a. Describe how your organizational structure is sufficient to support the functional requirements of the Nutrition Services program including client assessment, service delivery, outreach and eCIRTS data entry and maintenance.

Note: A copy of the most recent, board approved, organizational chart illustrating the structure and relationship of all positions related to the Nutrition Services Program must be submitted as part of the Organizational Capability Package (**Appendix VII.**)

II.A.12. Funding Sources

- a. Provide a list of all current funding sources, including the AAABC, if applicable.
- b. As an attachment to the Program Module SPA, provide a letter from each funding source listed above, including the AAABC if applicable, indicating whether your organization is in good standing.

II.A.13. PERFORMANCE AND OUTCOME MEASURE OBJECTIVES

Outcome Measures

In keeping with the legislatively mandated requirements for performance-based budgeting, DOEA has identified five (5) key goals for which Area Agencies on Aging and provider agencies are required to develop implementation strategies in order to assist DOEA in achieving the statewide outcome and output measures it has identified for the aging network. The identified goals are:

- To Age in Place
- To Age with Security
- To Age with Dignity
- To Age with Purpose
- To Age in an Elder Friendly Environment

All Bidders are required to describe the strategies and actions they will use to meet and/or exceed the outcome measures as specified by DOEA as delineated in the table below.

Objectives and Outcome Measures

Objectives	Outcome Measures	Standards*
1: To help clients to have home environments that are as safe as possible.	Outcome Measure: Percent of clients assessed with high or moderate risk environments who improved their environment score	79.3%
2: To improve the nutritional status of clients.	Outcome Measure: Percent of new service recipients with high-risk nutrition scores whose nutritional status improved	66%
3: To assist clients to maintain their independence and choices in their homes as long as possible.	Outcome Measure: Percent of new service recipients whose ADL assessment score has been maintained or improved	63%
4: To assist clients to maintain their independence and choices in their communities as long as possible.	Outcome Measure: Percent of new service recipients whose IADL assessment score has been maintained or improved	62.3%
5: To provide caregivers with assistance/respite to help them to be able to continue providing care.	Outcome Measure: Percent of caregivers will maintain or improve their ability to provide care after one year of service intervention (as determined by the caregiver and the assessor).	90%

The responses for each of the outcome measures on the next pages should not exceed two (2) pages double spaced using a font size of at least 11 pt.

OUTCOME MEASURES

Use the format below as needed to describe in sufficient detail the implementation strategies, action steps and/or process measures you will follow to meet the goals, objectives and performance measures identified in the Objectives and Outcome Measures Grid above. Use additional pages following the same format, if more space is needed.

OBJECTIVE AND OUTCOME MEASURE #1.

79.3% of clients assessed with high or moderate risk environments who improved their environment score

STRATEGIES/ACTION STEPS

OUTPUT: Describe the services that will be delivered or resources that will be used to meet the outcome measure.

OBJECTIVE AND OUTCOME MEASURE #2.

66% of new service recipients with high-risk nutrition scores whose nutritional status improved.

STRATEGIES/ACTION STEPS

OUTPUT: Describe the services that will be delivered or resources that will be used to meet the outcome measure.

OBJECTIVE AND OUTCOME MEASURE #3

63% of new service recipients whose ADL assessment score has been maintained or improved

STRATEGIES/ACTION STEPS

OUTPUT: Describe the services that will be delivered or resources that will be used to meet the outcome measure.

OBJECTIVE AND OUTCOME MEASURE #4:

62.3% of new service recipients whose IADL assessment score has been maintained or improved

STRATEGIES/ACTION STEPS

OUTPUT: Describe the services that will be delivered or resources that will be used to meet the outcome measure.

OBJECTIVE AND OUTCOME MEASURE #5:

90% of caregivers will maintain or improve their ability to provide care after one year of service intervention (as determined by the caregiver and the assessor).

STRATEGIES/ACTION STEPS

OUTPUT: Describe the services that will be delivered or resources that will be used to meet the outcome measure.

**Area Agency on Aging of Broward County
Older Americans Act (OAA) Nutrition Programs**

**Contract Module – Service Provider Application,
Guidelines and General Requirements**

**Contract Period
July 1, 2023 to December 31, 2023**

The Contract Module must be submitted in a separate binder from the Program Module.

II. B. Module – General Requirements

1. Overview Of The Methodology:

The unit cost methodology is a tool for assigning costs involved in delivering services, which can be used prospectively for contract rate setting purposes. Using documented employee time and salary devoted to the delivery of specific services and prior year expense information, the methodology distributes, or **allocates**, the bidder's resources among its activities, both service and non-service related.

Employing this methodology helps the bidder to determine which activities benefit from its outlays and thereby to understand the components of its total service costs. Providers can use the methodology to automatically distribute costs among the services they administer or manually distribute resources when documentation indicates specifically how those costs are used.

Each recipient or sub-recipient service provider may offer a variety of services. In this methodology, these services (as defined in the most current Department of Elder Affairs Home and Community Based Services Handbook) are the end-goals of all provider activity and will act as **cost centers** capturing all direct and indirect provider costs. Each service cost center collects all related direct costs, such as employee time and line item support expenses that are clearly incurred for the purpose of that program. Related indirect costs, which include activities such as administration, shared facilities costs, and budgeting, will be allocated to the services based on an allocation formula imbedded in the worksheet.

2. General Requirements:

The **Contract Module** is comprised of the DOEA **Unit Cost Development Worksheets**, the **Match Commitment** pages, the **Availability of Documents** page, the **GENERAL REVENUE Subcontract Vendors Schedule**, and the **Contract Module Review Checklist**. All formats and detailed instructions are included in the SPA documents forwarded to each provider. All Contract Module documentation must be completed using the required Excel worksheets. The Excel worksheets include formulas and links intended to assist the provider. These formulas and links should not be overwritten or altered. It is important that the Applicant become familiar with the spreadsheets before beginning the unit cost development process. You may hide columns for services you are not providing, but **do not delete the columns!**

The AAABC reserves the right to request additional documentation, if any of the information presented in the **Contract Module** is considered incomplete or inadequate. The Applicant should include additional documentation wherever clarification is needed.

Complete and attach the following documents:

3. Basic principles of the unit cost methodology

a. Consistent treatment of similar costs

Consistently treating similar costs and documenting direct staff time and line item expenditures ensure that service costs will be treated consistently within the organization. Costs allocated in a particular manner must always be allocated in that fashion. A cost must be treated as either a direct or indirect cost in like circumstances. For example, administrative costs cannot be allocated both directly and indirectly to services. Once an allocation method is chosen (either direct or indirect), that same method must be used consistently each year.

b. Documentation

Whether costs are allocated directly or indirectly to each cost center, supporting documentation must exist in order to justify the allocation. Documentation includes paid invoices, vouchers, logs, or journals, which clearly identify the expenditure amount and service benefited. For salary and wage costs, documentation will consist of a time study conducted bi-annually or time sheets or service logs that clearly reflect time spent delivering the various services. Since unit costs will be determined on a prospective (or budget) basis, documentation will consist of aforementioned invoices, etc. from the prior actual year as a basis for directly allocating costs. The State of Florida, Department of Elder Affairs and the Aging & Disability Resource Center of Broward County will require a supplemental Schedule of Functional Expense by Service as part of the fiscal year audit. Entities not required to have a fiscal year audit performed may be asked to provide their general ledger financial statements to substantiate costs.

c. Source of the methodology:

The cost principles used in this methodology were derived from 2 CFR Part 225 Cost Principles for State, Local and Indian Tribal Governments (Formerly Office of Management and Budget (OMB) Circular A-87) and 2 CFR Part 230 Cost Principles for Non-Profit Organizations (Formerly OMB Circular A-122 – Cost Principles) regarding the allowable nature of costs for federal reimbursement. Determining unit costs within this framework fosters the clear representation of costs and eliminates the unsupportable shifting of expenses from one program to another.

d. Definitions:

i. Direct costs include expenses that are easily associated with a particular service or services. For example, money spent for purchasing and delivering meals in the Nutrition Services program is a direct expense identifiable to that service. Wages for an employee

who performs Respite, Homemaker, and Chore services can be allocated directly to these three services proportionate to the time spent in each service.

ii. Indirect costs are those expenses that have been incurred for common or joint objectives, and that cannot be readily identified with a particular approved cost or service objective. Such costs usually include administrative and support staff, building and utility expenses and other expenses that cannot be clearly attributed to any one program but rather benefits several or all programs. These costs are collected in two cost pools in the **cost allocation worksheet** and allocated to all other cost centers based on the Modified Total Direct Cost. Once a cost is considered and treated as an indirect cost, that treatment must be applied consistently.

iii. Unit Cost: The sum of expenses directly incurred on behalf of a particular service (including salaries and expenses that can directly be associated with that service), along with its fair share of allocated indirect costs equals the total cost (or full cost) of the service. This full cost of a particular service is divided by the number of service units delivered in a year to yield the cost of producing one unit of service, or in other words the "unit cost." Units of service are defined for each service in the most current Department of Elder Affairs Home and Community Based Services Manual.

iv. Allocated Cost: The provider determines what effort and materials are direct and indirect, and with what program they are associated, bearing in mind the premium on consistency. Expenses will be attributed to a particular service through a determination of its nature and an allocation of costs.

4. Types of Cost Allocations:

a. Costs identified with a single service are **direct costs** totally allocated to that particular service based on documentation, such as printing costs for brochures distributed for nutrition education.

b. Costs benefiting multiple services are **direct costs** allocated to those services based on an equitable allocation basis such as percentage of time or percentage of wages when supported by documentation. An example is an in-home worker who performs Chore & Homemaker services. The salary would be split between the two services proportionate to the percentage of time spent in each service.

c. Costs benefiting all services, such as office supplies or salaries for accounting staff, are **indirect costs** and are accumulated in cost pools. These costs represented in the cost allocation worksheet in the columns identified as **Management and General Cost Pool** or **Facilities and Maintenance Cost Pool**.

These costs are distributed, or **allocated**, across all services based on an appropriate allocation formula imbedded in the worksheet.

d. Costs unrelated to the delivery of DOEA services are allocated to the column **Non-DOEA Services and Activities**. Such activities include any service program not included in the official list of DOEA services, or DOEA service categories that are **totally** funded by non-DOEA sources. Examples of the first type are child day care services or senior recreation programs for persons below the age of 60. An example of the second type might be transportation totally funded by a city or county government.

NOTE: If a program is funded by both DOEA/ADRC **and** one or more other sources, all costs for that program should be accumulated in the DOEA service column. An example of this scenario might be transportation services funded by both DOEA/ADRC and Broward County Paratransit.

Segregating units of services and determining unit costs are managed in the third worksheet **Supporting Budget Schedule by Program Activity**.

e. Unallowable costs are costs not allowed under state and federal grant awards to sub-recipients. These costs must be accounted for separately in the column **Fundraising and Unallowable Activities**. Examples would be costs for lobbying and fundraising activities. These costs would also include salaries and other compensation to personnel for the percentage of time that they are involved in these activities, any directly associated costs, and a fair share of indirect supporting expenses. Further, meals not related to travel incurred in the performance of state business, refreshments and recognition items for staff, and entertainment expenses for employees and management are examples of unallowable costs. For a complete discussion of allowable and unallowable costs, please refer to 2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)

****TECHNICAL NOTE ON SPREADSHEET FUNCTIONS:** Service columns that are not being used may be hidden to reduce the size of the spreadsheet. Care should be taken to verify that all cells in the hidden fields are empty of numeric values and formulas.

To HIDE a column:

1. Highlight any box in the column that you wish to HIDE.
2. On the Menu Bar, Click on FORMAT
3. Click on COLUMN
4. Click on HIDE

To UNHIDE the column(s) already hidden

1. Highlight the cells that are on either side of the hidden column(s)
2. To do this, click on the first cell (Column B for example), hold down the SHIFT key and then click on the second cell (Column D for example)
3. On the Menu Bar, click on FORMAT
4. Click on COLUMN
5. Click on UNHIDE

*REPEAT AS NECESSARY

5. Unit Cost Methodology includes the following:

a. Personnel Allocations Worksheet

The **Personnel Allocations Worksheet** is located in the Excel workbook titled “Appendix VI Service Provider Application Spreadsheets for Contract Module.”

This spreadsheet is the first of the three **Unit Cost Development Worksheets** to be completed by the Applicant. The **Personnel Allocations Worksheet** develops the staff time allocations for each DOEA funded service. It is intended to include all staff positions within the Applicant. The allocation of staff time must be based on recent time studies or other accurate and verifiable documentation. Include all staff on your payroll including administrative, development, etc.

Some staff positions are dedicated exclusively to one particular service or activity. Therefore their time can be directly allocated to that service or activity. For positions that may perform multiple services, a time study, service logs, or journals are appropriate documentation to support the allocation of time to multiple services or activities in the personnel cost spreadsheet. For positions that are not directly related to services, but support services indirectly, wages are allocated to the Management and General Cost Pool.

All staff time is expressed in hours for the purpose of this spreadsheet. For simplification, if actual time studies or logs are not maintained, or if services are episodic in nature, an estimate of the percentage of time the employee devoted to each service should be used.

“Billable Time”

Employees are hired to perform specified tasks and services. However, there are numerous hours in a year for which employees are paid when they are not performing the tasks or services for which they were hired such as vacation leave, training, meetings, breaks, sick leave, holidays, etc. In this methodology, such time is referred to as “non-billable” time. To determine the maximum amount of time an employee is available to perform or directly oversee services, hours for non-billable activities must be deducted from the total work hours. The **personnel allocations** worksheet provides columns to capture such “non-billable” time, including holiday leave, sick leave, annual leave, and “non-billable time.” This last column is used to show employee training/education hours, travel time (when it is not included as a billable activity of the service), and other time for which an employee is compensated but is not available to perform services. If documentation does not segregate these categories of non-billable time, this time can be grouped aggregately under one of the column headings.

Management & General Cost Pool

Personnel positions normally associated with Management & General activities are the executive director and assistant director(s), fiscal office staff, human resources staff, data processing office staff, and all related supporting personnel for those offices. Salaries for these positions are **usually** 100% allocated to the Management & General Administrative

cost pool. If any of these positions participate in lobbying, fundraising or other activities unallowable under state and federal grants, an appropriate proportion of time should be allocated to these unallowable activities under the columns headed by “**FUNDRAISING and UNALLOWABLE ACTIVITIES.**”

Facilities and Maintenance Cost Pool

Personnel positions normally associated with this cost pool are security personnel, and cleaning and janitorial staff. Only salaries for employees of the bidder, whether full or part time, are allocable to this cost pool in the personnel allocations spreadsheet.

If general administrative positions or program service staff perform these functions, an appropriate portion of their time should be allocated to these functions.

Program Services

Salaries normally allocated directly to services would include the following positions:

- Program Managers, Case Managers & Case Aides
- Counseling, education, & Screening Staff
- In-home Workers (Chore, Respite, Personal Care, Homemaker)
- Congregate & Home Delivered Meal staff and Nutrition Staff
- Home Health Workers
- Recreation, Medication Management, Health Promotion, and Health Support Staff
- Adult Day Care, and Respite Staff
- Transportation Staff
- Any other position dedicated full time to providing a particular service or variety of services defined in the most current Department of Elder Affairs Home & Community Based Services Handbook.

Salaries for these positions should be allocated directly to the service or services performed by the staff member in proportion to the time spent in each service as supported by a time study, activity reports, service logs, or journals.

Program managers and direct program supervisors' time should be allocated across the services they direct. These salaries should either be allocated equally across all services they direct or, if certain services demand more of their time than others as supported by documentation, their salaries should be distributed according to time actually spent overseeing those services.

Should program services staff perform general administrative functions or unallowable activities such as lobbying, fundraising or other activities unallowable under state and federal grants, an appropriate proportion of time should be allocated to these activities.

For positions that perform CIRTS data entry or billing functions for services, or provide direct support to program staff, if documentation exists to support the allocation of time performing these duties, then their time should be directly distributed proportionately to

the services benefited. If part of their time is spent performing general administrative support, an appropriate portion of their time should be allocated directly to this cost pool.

The total time allocated for direct service personnel should equal 100% of the available work hours.

In no case should time allocated to services exceed the net available hours. **The total time for program managers may include time spent in functions that are strictly administrative in addition to service oversight.**

The Procedure (refer to the Unit Cost Methodology Worksheet, Personnel Allocations page)

1. List all provider staff and job titles in Columns A & B under the headings "**STAFF**" and "**POSITION DESCRIPTION.**"

2. In Column C, under the heading "**CURRENT WAGES,**" enter the total annual salary for each person listed in Column A.

3. In Column D, under the heading "**PROPOSED INCREASE,**" enter the expected increase/decrease in salary for each person for the coming year. If everyone is getting the same percentage of increase, or if expressing an average increase for all staff is desired, indicate that percentage in cell **D8.**

The formulas in each of the cells below will calculate the increase automatically. It is also possible to combine both techniques. However, it should be remembered that entering a manual percentage in a cell will overwrite the preset formula.

4. Column E under the heading "**PROPOSED BUDGET**" will add Columns C and D automatically.

5. In Column F with the heading "**AVAILABLE HOURS**" input the annual gross payable hours for each staff member. (For full time staff multiply the total weekly work hours times 52.)

6. In Column G, enter the number of **holiday hours** each employee will receive during the budget year.

7. In Column H, enter the number of **sick hours** each employee is entitled to take.

8. In Column I, enter the number of **annual leave hours** each employee is entitled to take.

9. In Column J, enter the estimated number of **non-billable time** each employee may take, such as staff meetings, board meetings, breaks, training, etc. that one would be paid for but not be part of any direct service or regular work time.

10. Column K with the heading “**NET AVAILABLE HOURS**” will automatically calculate the hours actually available for billing. The cell formula deducts the values in Columns G, H, I, and J from Column F.

11. Columns L through Q represent by the headings “**Management and General Cost Pool**” and “**Facilities and Maintenance Cost Pool**” capture the organization’s indirect employee costs. See the discussion above on these two topics to determine the appropriate percentage of staff time to allocate to these columns.

12. Columns X through HD represent services funded by DOEA. Staff time not funded by DOEA should be captured in Column R “**NON-DOEA SERVICES & ACTIVITIES**” or Column U “**FUNDRAISING AND UNALLOWABLE ACTIVITIES.**” Input the percentage of time in the appropriate column(s) that best represents each employee’s work effort.

b. Unit Cost Worksheet

The **Unit Cost Worksheet** is located in the Excel workbook titled “Unit Cost Methodology.” This spreadsheet is the second of the three **Unit Cost Development Worksheets** to be completed by the Applicant. The **Unit Cost Worksheet** develops an “provider-wide” unit rate for each DOEA funded service. It is intended to include all of the Applicant’s budgeted costs for the proposed annual period no matter what the funding source.

Personnel wages for each service are linked to the **Personnel Allocations Worksheet**. Personnel benefits are calculated by formula, unless more accurate manual allocations are documented and made. Specific cost categories for other budgeted costs are identified. Budgeted costs that can be directly charged to a service should be manually included. Budgeted costs that apply to all services can be included and allocated by formula using the “Management & General Cost Pool” and the “Facilities & Maintenance Cost Pool.”

The **Unit Cost Worksheet** develops an “provider-wide” or “total” unit rate by taking the total budgeted cost for each service, and dividing this cost by the proposed “provider-wide” or “total” units to be achieved during the contract period. This total unit rate becomes the basis for the provider’s proposed unit rate for the services funded by the AAABC.

If the organization’s accounting system is set up to allocate expenses by service or **cost center**, or if expense documentation exists to support the allocation of part or all of the expense line item directly to a cost center, these costs should be directly assigned. If the organization does not segregate expenses by cost center in its accounting system or if it is new to the unit cost methodology, it should assign line item expenses to the cost pools (General Administration or Facilities & Maintenance). These pooled expenses will automatically be spread across all services proportionate to the direct wage expenses for each service.

The Wages line item will be automatically input from the Personnel Allocation Worksheet.

Management & General Cost Pool

Expense allocations to the Management & General cost pool are the fringe, travel, communications/postage, advertising, worker’s compensation and general liability insurance, printing/office supplies, office equipment, professional/legal/audit fees, and miscellaneous expenses (filing fees, subscriptions and memberships related to DOEA services, etc.) that are usually associated with the general management of the organization.

Actual payroll taxes, fringe benefits, and travel costs paid for officers and employees associated with these positions should be allocated to this cost pool.

Communications/postage, advertising, printing & supplies, office equipment, professional fees/legal/audit expenses, subscriptions/dues/membership costs, insurance premiums for worker's compensation, general liability and cash handling bonds, depreciation of office furnishings and MIS equipment, and other expenses that cannot clearly be attributed to a direct service but benefit the organization as a whole should be allocated to the **management & general cost pool**. This cost pool is reallocated by formula to each other cost center (or service) based on the percentage that each cost center (or service) represents as compared to the sum total cost of all costs centers.

However, if documentation exists to show that all of or a portion of an expense is specifically incurred for a programmatic purpose, an appropriate proportion of the expense should be **allocated directly** to the service(s).

Examples: Printing costs for brochures that educate a client on strategies for improving nutrition would be directly allocated (100% of the cost of brochures) to nutrition education. Conversely, the cost of a brochure that lists all services the organization provides would be allocated to the management and general cost pool. In this example, the cost of the brochure would be distributed across all services in the proportion that services share the redistribution of the Management & General Cost Pool.

In summary, expenses that are accumulated in the Management & General Cost Pool are redistributed to all the service cost centers in a manner that is **proportionate** to each cost center's share of total direct expenses. **For example**, if Case Management's direct expense totals 20% of all direct expenses incurred by the organization, then 20% of the Management & General Administrative cost pool would be allocated to the Case Management cost center.

Facilities and Maintenance Cost Pool

Salaries of maintenance or security staff will automatically be carried over from the **personnel allocation worksheet**. Expenses or subcontracts for construction, pest control, cleaning, and other building related work should be allocated directly to this cost pool. Additionally, utilities, insurance premiums for property liability and glass replacement, space costs (rent/lease/mortgage payments for office or storage space, building depreciation, loan payments and applicable interest for a building improvement loan), pest control and repair and maintenance costs directly incurred by the organization, and other expenses related directly to the upkeep of the physical facility should be cost pooled here.

Expenses allocated to the Facilities and Maintenance Cost Pool will automatically be redistributed to all costs centers in the organization proportionately by the square footage each cost center occupies. In order for the redistribution to occur, management has to

first determine how many square feet of available space (cell B38) is dedicated to each service program and to administrative functions and common areas.

This may be based on the judgment of the administration if there are not clearly delineated work areas.

These values are input on the line labeled "Square Footage Occupied," with the square foot value for each service entered into the cell for that service. The sum of square footage dedicated to common areas and administrative functions should be input on this line in the column for the Management & General Cost Pool. The redistribution of space costs formula will then distribute to each service its share of space cost along with its proportionate share of costs related to Management & General Administrative functions.

Program Services Costs

Program services costs arise from the direct services provided to clients. Often the cost of these materials, supplies, and sub-contracted services can relate to several major programs. Expenses for program materials and services should be reported by the kind of service function or group of functions for which they were incurred.

The **Wages line** item will be **automatically input** from the Personnel Allocations worksheet.

Expenses allocated to program services are the fringe and travel for program personnel, printing costs directly related to the service(s), professional consultant fees directly supporting the service(s), program-specific audit expenses, allowable public relations and advertisement costs as a required service described in an award, equipment and equipment maintenance charges when the equipment was purchased specifically for a service or services, service subcontracts, program supplies, food supplies, and other miscellaneous expenses incurred for a specific program purpose.

If building space occupied by program staff is separate from administrative staff, and clear documentation exists to support the direct cost claim, then the utilities, property liability insurance, costs incurred for necessary maintenance, repair, or upkeep of program space, construction subcontracts for program building(s), loan costs and interest for repair, improvement or maintenance of the program building(s), depreciation, maintenance, pest control and security for programs offices can be allocated directly to services.

SUBCONTRACTOR ALLOWANCE (Applicable when service subcontracts exist)

As discussed above, an organization's indirect (management and general) costs are distributed to all the other costs centers in a manner that is proportionate to each cost center's share of the total direct expense. But when a service cost center includes the costs paid to subcontractors, such costs can distort the proportion of indirect costs allocated to the cost center. To remedy this potential distortion, 2 CFR Part 230 Cost

Principles for Non-Profit Organizations (Formerly OMB Circular A-122 – Cost Principles) requires that a modified total direct cost be used as a basis for allocating indirect costs. This procedure modifies the total direct cost by temporarily deducting all but \$25,000 for each subcontract. This is known as a **subcontractor allowance**. (Subcontracts totaling less than \$25,000 are not modified.) Once this adjustment is made (in rows 31 and 32 of the worksheet), the total direct cost is recalculated for each service cost center, and appears in the worksheet row labeled **“Total Modified Direct Cost.”** Then the indirect (management and general) costs are allocated to each of the services in a manner that is proportionate to each cost center’s share of total modified direct expenses with the results of the calculation displayed in the row labeled **“Reallocated Management and General Costs.”**

UNALLOWABLE COSTS

While the costs of organized fundraising activities, lobbying activities, investment activities, etc., may be necessary to the organization’s operations, they are “unallowable” when determining the reimbursable costs in State and Federal contracts, regardless of the purpose for which the funds will be used.

A proportionate share of indirect support expenses will automatically be allocated by the spreadsheet to these activities.

To be allowable, costs must:

- (1)** Demonstrate reasonableness for and comparability to current market conditions necessary for the performance of the contract to which they are allocated;
- (2)** Conform to any limitations or exclusions set forth in the Client Services Manual or in the contracts as to type or amount of cost items;
- (3)** Be consistent with policies and procedures that apply uniformly to both federally financed and general revenue activities of the Department of Elder Affairs;
- (4)** Be accorded consistent treatment;
- (5)** Be determined in accordance with generally accepted accounting principles;
- (6)** For OAA funds, not be included as a cost or used to meet cost sharing or matching requirements of any other federally financed program in either the current or prior funding period;
- (7)** Be adequately documented.

The principles to be applied in establishing the allowableness of certain items of cost are based on 45 CFR, Parts 74 and 92 for nonprofit organizations, and 41 CFR, Subpart 1-15.2 for for-profit organizations. They are incorporated by reference to OMB Circular A-

122, Cost Principles for Nonprofit Organizations, attachment B in its entirety. These principles apply to all of the Department of Elder Affairs' programs, whether a cost is treated as direct or indirect. Omission here of a particular item of cost is not intended to imply that it is unallowable; rather, determination as to allowableness in each case should be based on the treatment or principles provided for similar or related items of cost.

Items restricted from the expenditure of state grant funds are defined in 3A-40.1.03, F.A.C.

Expenditures prohibited from State or Federal funds, as applicable, unless expressly provided by law include, but are not limited to:

- Congratulatory telegrams; Flowers and/or telephone condolences;
- Presentation of plaques for outstanding service;
- Entertainment for visiting dignitaries;
- Refreshments such as coffee and doughnuts;
- Decorative items (globe, statues, potted plants, picture frames, wall hangings, etc.);
- Greeting Cards (section 286.27, F.S.);
- Alcoholic beverages;
- Portable heaters and fans, refrigerators, stoves, microwave ovens, coffee pots, coffee mugs, etc.;
- Clocks for private offices; Meals, except those, served to inmates and clients of State Institutions;
- Lobbying expenses

c. Supporting Budget by Program Activity

The **Supporting Budget Schedule By Program Activity Worksheet** is located in the Excel workbook titled “Unit Cost Methodology”. This spreadsheet is the third of the three **Unit Cost Development Worksheets** to be completed by the Applicant. The **Supporting Budget Schedule by Program Activity Worksheet** develops the “adjusted cost per unit of service” for each service funded by the AAABC. It is intended to include any required match and other resources that may affect the proposed unit rate. Provide a separate Supporting Budget Schedule by Program Activity Worksheet for each GENERAL REVENUE fund source (i.e. ADI, CCE, HCE, RELIEF).

Unlike the first two worksheets, the **Supporting Budget Schedule by Program Activity Worksheet** reflects only the proposed units and funding available for the specific program and services funded by AAABC. It is not an “organization-wide” spreadsheet. The unit rate developed on the **Unit Cost Worksheet** is linked to the **Supporting Budget Schedule By Program Activity Worksheet** for each funded service. This rate is then “adjusted” for match (10% required), client co-payments, program income, or other resources contributed by the provider. These factors and the allocation determined by the AAABC will result in the proposed units to be achieved and the proposed unit rate.

The purpose of this spreadsheet is to derive a contracted unit rate for each funded service.

In Column A, Lines 6-11, enter the contract period, the funding source applicable to this contract, and the name of the organization name.

In Column C, Lines 4 – 11, enter the “Form Revised Date” if applicable, Original Date, Revised Date, and Revision Number.

Line 14, Item #1: Total Budgeted Costs – This row contains cell formulas, and care should be taken not to overwrite them. The formula shows the product of multiplying the total budgeted units of service times the total cost per unit of service.

Line 17, Item #2: Total Budgeted Units – This row contains formulas within the cells, and care should be taken not to overwrite them. This formula adds Line 18 & 19 for the total number of units. This number should equal the total units indicated on the previous worksheet.

Line 18 – (a) OAA Units – Enter in the number of units that the Aging & Disability Resource Center will be funding. Edit the row label to indicate which of the funding is applicable for this budget.

Lines 19 – (b) LSP & Other Non-ADRC Units – Enter in the number of units that will be funded from some other source.

Example: An organization plans on providing 30,000 trips to the participants of its congregate meal program. \$25,000 will be funded through an LSP contract with the Aging & Disability Resource Center. The remaining 5,000 trips will be funded through some other funding source. This information is shown as follows:

2. Total Budgeted Units	0	30000
(a) LSP Units		25000
(b) Other Non-ADRC Units		5000

Line 21, Item #3: Total Cost per Unit of Service – This row contains formulas within the cells, and care should be exercised not to overwrite them.

Line 22, Item # 4. Provider Supporting Revenue – No input is needed for this line.

Line 23, Item #4 (a) Provider Non-Matching Cash – Input dollar amounts derived from sources other than those listed in b, c, d, and e below.

Line 24, Item #4 (b) Provider Non-Matching In-Kind Support – Identify the value of essential good and services that are donated but are not used for matching purposes.

Line 25, Item #4 (c) Provider Non-Matching Program Income – Input the dollar amount that is projected to be collected from program participants.

Line 26, Item #4 (d) Co-Payment Support – Input the dollar amount of funds to be collected from co-payments.

Line 27, Item #4 (e) ADRC Funds (OAA/LSP/ADI/etc.) – Indicate other contract funds received from the Aging & Disability Resource Center, if any.

Line 29, Sub-Total Support & Other Contracts – This formula line adds Line 23 – 27. Care should be taken not to overwrite these formulas.

Line 30, Item # 5. Aging & Disability Resource Center Contract Budget – No input is needed for this line.

Line 31, Item #5 (a) OAA Funds – Indicate the dollar amount anticipated for each service funded by this contract.

Line 32, Item #5 (b) Council “Fair Share Match” – Indicate any match funding that may be provided by the Aging & Disability Resource Center.

Line 33, Item #5 (c) Provider Match (Cash or In-Kind) – Indicate the dollar value of match funding raised by the organization.

Line 35, Sub-Total Aging & Disability Resource Center Contract Budget – This formula line adds Lines 31 – 33.

Line 37, Item #6. Contracted Unit Rate – This formula row calculates the contracted unit rate by dividing the total contract budget line by the number of service units funded by the Aging & Disability Resource Center.

Line 38, Item #7. Total Budgeted Support – This formula row adds Lines 29 & 35. The resulting sum should match Line 14, Item #1. Total Budgeted Costs. If these Lines DO NOT match, examine, and adjust non-ADRC funding accordingly.

Line 41, Item #8. Estimated Number of **UNDUPLICATED** Clients – Identify the total number of clients to be served in each service.

6. Availability of Documents

The **Availability of Documents** form on the next page identifies required documentation that must be maintained and available at the Applicant's administrative office. This assurance that certain documents will be available for review upon request must be signed. If requested, the documentation must be accessible for review by the AAABC.

AVAILABILITY OF DOCUMENTS

The undersigned hereby gives assurance that the following documents are maintained and are accessible for review by the AAABC. Bidder agrees to amend any policies that are not in compliance with applicable regulations as necessary.

- a. Current Board Roster
- b. Articles of Incorporation and Corporate By-Laws
- c. Staffing Plan (i.e. Position Descriptions, Salary Ranges, Organizational Chart with staff names)
- d. Personnel Policies and Procedures
- e. Accounting Policies and Procedures
- f. Procurement Policies and Procedures
- g. Operational Policies and Procedures
- h. Affirmative Action Plan
- i. Targeting Plan and documentation of activities
- j. Americans With Disabilities Act Assurances and Policies
- k. Staff Development and Training Plan (i.e. schedule, agendas, handouts, sign in sheets)
- l. Unusual Incident File
- m. Subcontracts and Subcontractor Monitoring Reports
- n. All Quality Assurance and Quality Improvement Initiative Procedures
- o. Consumer Satisfaction Policies and Procedures
- p. Consumer Complaint, Grievance, Appeals Procedures
- q. CIRT Reporting Policies and Procedures
- r. Sample of Privacy Notice Issued to Clients (HIPAA)
- s. Sample of Notification to Clients Regarding Collection of Social Security Number
- t. Copayment Policies and Procedures
- u. Civil Rights Compliance Documentation
- v. Staff Level II Background Procedures
- w. E-Verify Procedures
- x. IT and Electronic Back-up Procedures
- y. Volunteer Policies and Procedures
- z. Applicable Required Licenses and Permits
- aa. Disaster Preparedness Plan and Continuity of Operations Plan (COOP)
- bb. Conflict of Interest Policies and Procedures
- cc. Current Equipment Inventory
- aa. Detailed Documentation Supporting Contract Expenditures and Units of Service
- ab. Client Files

CERTIFICATION BY AUTHORIZED INDIVIDUAL:

I hereby certify that the documents identified above currently exist and are available for review upon request.

Signature

Date

Name and Title of Authorized Individual

7. Organizational Capability Package– **NEW BIDDERS ONLY**

The documents listed below are to be submitted in such a way that they may be pulled out of the RFP proposal packet and reviewed separately. Please provide the listed items in the order specified below:

1. A copy of the most recent, board approved, organizational chart illustrating the structure and relationship of all paid staff positions related to the Nutrition Services program including job descriptions for all positions on the Personnel Allocations Worksheet.
2. A statement certifying the bidder's current Personnel Policies meet the minimum requirements as specified in the RFP under "Personnel Standards and Employee Benefits."
3. A copy of the most recent audited financial statements and compliance reporting package. Include any letters to management submitted by the independent auditor under separate cover as well as any response stating management's position and plan of action.
4. A copy of the Board of Directors/Corporate Officers. Provide a list of names, addresses and telephone numbers of each member of the organization's Board of Directors and/or Corporate Officers. Each member's term of office and term expiration date should be noted. Include a copy of your corporate bylaws.
5. A copy of the articles of incorporation filed with the Secretary of the State of Florida. And a copy of the IRS determination letter granting you tax exempt status as a 501 (c) (3). This item is applicable to non-profit agencies only.
6. A copy of IRS Form 990 for the most recent fiscal year.(non-profit agencies only) or Form 1120/1120S (for Profit) was submitted (if applicable).
7. A certificate of insurance from your agent detailing the types of coverage you currently hold, the maximum dollar amount for each, and the dates when coverage became effective and is scheduled to terminate.
8. A copy of the Administrative Assessment Checklist required by this RFP (**Refer to Appendix VIII**)
9. Certification of availability of 60 days operating funds must be provided in a signed statement.
10. Organizations not currently serving as a contracted provider for the Area Agency on Aging of Broward County, Inc. are considered "new" bidders. The "new bidder" organization can submit monitoring reports from other contracts: two fiscal and two programmatic reports. Reports should include the resolution of problems identified in the report and how they were addressed.

11. A letter of reference from another major funding source, besides the Area Agency on Aging, must be provided addressing the organization's management capabilities, accountability of funds and service provision.
12. Bidder agencies should indicate the type(s) of experience they have had in provision of service(s) to frail elders, as well as the length of time (in years) they have worked to meet the needs of elders in the State of Florida. If the bidder has not provided service(s) in the State of Florida, service history elsewhere may be submitted as support documentation. Contact person(s), name and addresses of contracting agencies, and telephone numbers should be supplied.
16. Transition Plan: In the event a provider is selected who is not a current provider, a plan for transition of existing clients and service management must be submitted within 20 days of bid award. The AAA must approve this plan in advance of implementation. The AAA requires the transition plan include an implementation schedule ensuring uninterrupted service delivery.

Transition plans must take into consideration the transfer of current client files, staffing, training plans, start-up activities and time frames, any modification of delivery schedules and sites, and notification to clients of the new service provider.

If there is insufficient time remaining before the current service provider and the new service provider can transition the service in a manner that will not disrupt service delivery as of July 1, 2023, the AAA may choose to continue services under an emergency contract. Applicant agencies must include a statement agreeing to forward a transition plan within 20 days of bid award.

8. Bidder's Checklist (Appendix XII)

The **SPA Contract Module Review Checklist** is to be completed indicating that each Contract Module Requirement is included and the page location for each item.

APPENDIX VII

ORGANIZATIONAL CAPABILITY PACKAGE – NEW BIDDERS ONLY

The documents listed below are to be submitted in such a way that they may be pulled out of the RFP proposal packet and reviewed separately. Please provide the listed items in the order specified below:

1. A copy of the most recent, board approved, organizational chart illustrating the structure and relationship of all paid staff positions related to the Nutrition Services Program.
2. Copies of job descriptions and qualifications for all staff involved in the management of this contract.
3. A statement certifying the bidder's current Personnel Policies meet the minimum requirements as specified in the RFP under "Personnel Standards and Employee Benefits."
4. A copy of the most recent audited financial statements and compliance reporting package. Include any letters to management submitted by the independent auditor under separate cover as well as any response stating management's position and plan of action.
5. A copy of the Board of Directors/Corporate Officers. Provide a list of names, addresses and telephone numbers of each member of the agency's Board of Directors and/or Corporate Officers. Each member's term of office and term expiration date should be noted.
6. A copy of your corporate bylaws.
7. A copy of the articles of incorporation filed with the Secretary of the State of Florida.
8. A copy of the IRS determination letter granting you tax exempt status as a 501 (c) (3). This item is applicable to non-profit agencies only.
9. A copy of IRS Form 990 for the most recent fiscal year. This item is applicable to non-profit agencies only.
10. A certificate of insurance from your agent detailing the types of coverage you currently hold, the maximum dollar amount for each, and the dates when coverage became effective and is scheduled to terminate.
11. A copy of the Administrative Assessment Checklist required by this RFP (**Refer to Appendix VII**)
12. Certification of availability of 60 days operating funds must be provided in a signed statement.
13. Agencies not currently serving as a Nutrition Services Provider are considered "new" bidders. To be eligible to be considered in this RFP process, new bidders must describe how and the extent to which the corporate entity that is the new bidder has provided nutrition services on a continuous basis since before January 1, 2020. The lack of such two years of service renders such a new bidder disqualified in this RFP process.

New bidders should provide a total of four monitoring reports reflecting reviews of services most similar to that of a nutrition services provider. Two reports must be from reviews conducted on the fiscal oversight of a project, one from 2020 and one from 2021. Two reports must also be provided reflecting reviews of programmatic implementation of a project; one from 2021 and one from 2022.

If monitoring reports cover reviews of both fiscal and program, the proposal should explain this. In addition, proposals must address steps taken to ensure problems identified in reports do not re-occur. If monitoring reports are not available, please submit copies of the DOH inspections for the last two years.

14. A letter of reference from another major funding source, besides the Area Agency on Aging, must be provided addressing the agency's management capabilities, accountability of funds and service provision.
15. Bidder agencies should indicate the type(s) of experience they have had in provision of service(s) to frail elders, as well as the length of time (in years) they have worked to meet the needs of elders in the State of Florida. If the bidder has not provided service(s) in the State of Florida, service history elsewhere may be submitted as support documentation. Contact person(s), name and addresses of contracting agencies, and telephone numbers should be supplied.
16. Transition Plan: In the event a provider is selected who is not a current provider, a plan for transition of existing clients and service management must be submitted within 20 days of bid award. The AAA must approve this plan in advance of implementation. The AAA requires the transition plan include an implementation schedule ensuring uninterrupted service delivery.

Transition plans must take into consideration the transfer of current client files, staffing, training plans, start-up activities and time frames, any modification of delivery schedules and sites, and notification to clients of the new service provider agency.

If there is insufficient time remaining before the current service provider and the new service provider can transition the service in a manner that will not disrupt service delivery as of March 1, 2023, the AAA may choose to continue services under an emergency contract. Applicant agencies must include a statement agreeing to forward a transition plan within 20 days of bid award.

Appendix VIII

ADMINISTRATIVE ASSESSMENT CHECKLIST

Agency: _____

Date: _____

Address: _____

No. of Employees: _____

No. of Business

Locations: _____

Director's Name: _____

Administrative Assessment: An assessment of your organization's managerial, financial, and administrative capabilities will be made partially on the basis of your response to the following questions. If response other than **"yes"** or **"no"** needs to be made, please reference the appropriate question and give your response on a separate page. This information must be completed and returned with your response to our Request for Proposals.

	YES	NO	OTHER
1. Property Management			
a. Are property records which describe the equipment, including the item number, the manufacturer's model number, equipment identification number, grant or contract identification number, acquisition date, location and condition of equipment maintained?	_____	_____	_____
2. Procurement			
a. Are written purchasing policies for procurement of supplies, equipment, construction, and other services on file?	_____	_____	_____
b. Is a code of conduct in writing maintained which governs performance of the officers, employees or agents engaged in procurement which states that they will avoid any conflict of interest?	_____	_____	_____
3. Accounting			
a. Are financial reports prepared monthly for internal management purposes?	_____	_____	_____
b. Does an independent auditor perform a certified audit annually?	_____	_____	_____
c. Are basic books of accounting maintained?	_____	_____	_____
(1) General ledgers	_____	_____	_____
(2) Project ledgers	_____	_____	_____
(3) Accounts receivable/cash receipt journal	_____	_____	_____
(4) Accounts payable/cash disbursement journal	_____	_____	_____

YES **NO** **OTHER**

d. Is there adequate segregation of duties among personnel in accounting functions listed below?

- (1) Is payroll prepared by someone other than the timekeepers and persons who deliver paychecks to employees? _____
- (2) Are duties of the bookkeeper separate from cash-related functions? _____
- (3) Is the signing of checks limited to those authorized to make disbursements and whose duties exclude posting and recording of cash received? _____
- (4) Are personnel performing disbursement functions excluded from the purchasing, receiving, inventory, and general ledger services? _____

4. Revenue

- a. Are receipts recorded in a cash receipt journal by individual cost centers? _____
- b. Is an equitable system of allocating fees and other third party payments to funding sources used when two or more sources are involved? _____
- c. Do controls exist to ensure that all appropriate costs for eligible service provisions are billed to third party payers in a timely manner? _____
- d. Are there guidelines for assessing fees? _____

YES **NO** **OTHER**

- e. Are these guidelines known to the book-keeper/cashier? _____
- f. Is every effort extended to collect fees? _____
- g. Are uncollectible write-offs approved by a responsible official? _____
- h. Are all checks marked **"For Deposit Only"** immediately upon receipt? _____
- i. Are receipts deposited on a regular basis? _____

5. Expenditures

- a. Are expenditure entries posted by cost centers? _____
- b. Is there a system for allocating direct cost when the project is funded by two or more sources? _____
- c. Are there written procedures for making refunds to clients, third party payers and others? _____
- d. If non-profit, does the agency have a tax exempt number? _____
- e. Are written travel policies maintained? _____
- f. Are time and attendance records kept for all employees by program, by funding source? _____
- g. Are Federal quarterly payroll tax forms (U.S. 941) submitted in a timely manner? _____
- h. Are individual payroll records maintained on each employee? _____

	YES	NO	OTHER
6. Disbursements			
a. Are checks issued in pre-numbered sequential order and are all applicable check numbers accounted for?	_____	_____	_____
b. Are banks notified in writing when authorized check signers terminate employment with the provider?	_____	_____	_____
c. Are ledgers/journals reconciled to bank statements on a monthly basis?	_____	_____	_____
d. When not in use, are checks locked in a secure cabinet?	_____	_____	_____
e. Is it prohibited to make disbursements for cash receipts?	_____	_____	_____
f. Are cash receipts from accounts receivable or other sources mixed with petty cash funds?	_____	_____	_____
g. Are disbursements from petty cash documented by approved supporting invoices?	_____	_____	_____
7. Personnel			
a. Are personnel policies in writing and approved by appropriate authority?	_____	_____	_____
b. Are job descriptions provided to all employees at time of initial employment?	_____	_____	_____
c. Are job descriptions on file for all positions?	_____	_____	_____
d. Is each staff member appraised on performance, at least annually?	_____	_____	_____
e. Are staff members asked to review and comment on their evaluation?	_____	_____	_____

APPENDIX IX

FATAL FLAW CHECKLIST

Bidder: _____

Reviewer: _____ **Date:** _____

The “fatal” criteria listed below must be fully met in order for the proposal to be considered for further evaluation. Failure to receive a “YES” response on any item may result in an automatic rejection of the proposal.

<u>CRITERIA</u>	<u>YES</u>	<u>NO</u>
Proposal was received by 2:00 pm on Thursday May 4, 2023, at the Area Agency on Aging Broward County Office.		
Eight (8) copies of the proposal were submitted in an envelope or box that was securely sealed and marked on the outside with the RFP title and name of the bidder?		
Does the proposal include a signed statement certifying that the bidder has had no prior involvement with the Area Agency on Aging by performing a feasibility study concerning the scope of work contained in this RFP; by participating in the drafting of this RFP; or by developing a program similar to the ones contained in this RFP?		
Does at least one copy of the Service Provider Summary Information page contain the required original signature of the person authorized to bind the agency to all contractual obligations?		
Audited Financial Statement with management letter is provided. (Note: If a recent audited Financial Statement is unavailable, a current Financial Statement is provided.)		
A completed Service Provider Application is enclosed.		
A completed Administrative Assessment Checklist is enclosed.		
A signed Statement or Commitment that 10% match is secure, is enclosed.		
A signed Certification of Availability of 60 days of startup Operating Funds is enclosed.		
A signed Contract Terms and Conditions Form is enclosed.		
A signed Statement of Acceptance of Special Activities Form is enclosed.		
Copies of State Licenses, to provide services, is enclosed, as applicable.		

**AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY
HEARING (APPEALS) PROCEDURES**

The Hearing (Appeals) Procedures of the Areawide Council on Aging of Broward County, Inc. are listed below. These Hearing Procedures will apply to the Plan of Action for organizations whose application for funding is denied.

Any organization:

- a. that has submitted a complete application for funding in compliance with the State of Florida Department of Elder Affairs format and in compliance with any additional requirements of the Aging & Disability Resource Center of Broward County and
- b. whose application for funding has been denied by the Areawide Council on Aging of Broward County, Inc. may appeal the Areawide Council on Aging of Broward County, Inc. decision.

The procedure to be followed in such Appeals is listed below:

- a. The Chief Presiding Officer (Chairperson, President of the Board of Directors, Governing Board) of the organization must submit a written Appeal to the Chief Executive Officer of the Aging & Disability Resource Center of Broward County.
- b. Said request for an Appeal shall be received at the Areawide Council on Aging no more than seven (7) working days after the Areawide Council on Aging of Broward County, Inc. denial of funding for the appellant's application by the Areawide Council on Aging of Broward County, Inc. Board of Directors. Said request shall be sent certified mail or hand delivered with a receipt request.
- c. The Chief Executive Officer of the Area Agency on Aging of Broward County will forward a copy of the appellant's desire for a Hearing to every member of the Areawide Council on Aging of Broward County, Inc. Grievance Committee, the successful bidder, and to the State of Florida, Department of Elder Affairs within seven (7) working days of receipt of the written request for a Hearing.
- d. The Chair of the Grievance Committee will schedule a Hearing of the Appeal within twenty-one calendar days of receipt of the Appeal. This scheduling of date, place and time will be determined by the Executive Committee of the Board of Directors.

Hearing Procedures continued...

APPENDIX XI

- e. The appellant will be given at least ten (10) working days written notice of the date, time and place of the Hearing. Such notice may be by telegram, night letter, mailgram and/or certified letter. Such notice will be provided to the successful bidder(s) who will have the right to attend the Hearing.
- f. The appellant will be given an opportunity to present additional information in writing and/or verbally to the Grievance Committee hearing the Appeal. The additional information presented by the appellant must focus on how funding of the appellants application would be more beneficial to senior citizens in the geographical service area in question, than the proposed use of funds approved by the Areawide Council on Aging of Broward County, Inc. The successful bidder also will have the right to present information which may be contrary to the Appeal.
- g. The Chair of the Grievance Committee will preside at the Appeal Hearing.
- h. The Areawide Council on Aging of Broward County, Inc. Hearing Representatives may limit the length of presentations by individuals in order to give an opportunity to speak to all persons who wish to do so.
- i. Upon having heard the testimony of the appellant and others, the Chair will call for a vote by the Grievance Committee. A majority must vote in favor of the Appeal in order for the Appeal to be considered approved by the Project Grievance Committee.
- j. The Grievance Committee Chair will present the decision of the Grievance Committee to the Areawide Council on Aging of Broward County, Inc. Board of Directors at its next full meeting.
- k. Written notification will be sent to the appellant and the successful bidder within thirty calendar days of the Hearing.

APPENDIX XII

BIDDER CHECKLIST

Bidders are encouraged to use this checklist to assure all required proposal items/timelines have been met. The proposer is cautioned to read and become familiar with all sections of the Area Agency on Aging proposal documents. Failure to do so may result in the submission of an irregular proposal resulting in its possible rejection by the AAA. The following itemized checklist identifies various items of the proposal documents, which should be particularly examined by the proposer. Proposers should carefully review the items specified for submission in all of the RFP documents. No representation is made that the following checklist is a complete guide to every submission requirement in the RFP documents.

Minimum Requirements for a Proposal to be Considered:

1. Delivered a Notice of Intent to Bid by March 28, 2023, by 5:00 p.m.
2. Delivered by May 4, 2023, by 2:00 p.m.
3. Eight (8) copies of the proposal must be delivered in an envelope or box that is securely sealed and clearly marked on the outside with the RFP title and the name of the bidder.
4. Signed Statement of No Involvement.
5. Summary Information Page signed by a person authorized to bind the agency to all contractual obligations (Title Page of Service Provider Application, Section I.A.).
6. Audited Financial Statement with management letter is included (Note: If a recent audited Financial Statement is unavailable, a current Financial Statement is provided.)
7. Completed Service Provider Application is enclosed.
8. Completed Administrative Assessment Checklist is enclosed.
9. Signed Statement or Commitment that 10% match is secure, is enclosed.
10. Signed Certification of Availability of 60 days of startup Operating Funds is enclosed.
11. Signed Contract Terms and Conditions Form is enclosed.
12. Signed Statement of Acceptance of Special Activities Form is enclosed.
13. Copies of State Licenses, to provide services, is enclosed, as applicable.

Verify the following sections of the Service Provider Application have been properly submitted:

Initial if submitted

I.A. Service Provider Summary Information _____

II.A. Program Module Documents:

1. Demographics and Nutrition Service System Countywide _____
2. Consumer Identification _____
3. List of Services Proposed and Description of Service Delivery _____
4. Process for Reporting Client Complaints, Grievances and Appeals _____
5. Reporting _____
6. Client Confidentiality _____
7. Employee Screening and Security _____
8. Quality Assurance _____
9. Disaster Preparedness _____
10. Volunteer Plan _____
11. Organizational Chart _____
12. Funding Sources _____
- 13 Performance and Outcome Measures Objectives _____
14. SPA Appendix _____
15. Program Module Review Checklist _____

Initial if submitted

II.B. Contract Module Documents:

1. Personnel Allocations Worksheet _____
2. Unit Cost Worksheet _____
3. Supporting Budget Schedule by Program Activity _____
4. Commitment of Cash Donation _____
5. Commitment of In-Kind Contribution of Space _____
6. Commitment of In-Kind Contribution of Supplies _____
7. Commitment of In-Kind Contribution of Equipment _____
8. Commitment of In-Kind Contribution of Services _____
9. Commitment of In-Kind Volunteer Personnel and Travel _____
10. Availability of Documents _____
11. Nutrition Assurances _____
12. Contract Module Review Checklist _____

Initial if submitted

New Bidders Only - Verify that the following sections of the **Organizational Capability Package** have been properly submitted:

1. Approved Organization Chart _____
2. Job Descriptions for all Staff involved in the Nutrition Services Program _____
3. Personnel Policies Certification Statement _____
4. Most Recent Audited Financial Statements _____
5. Complete Roster of Board of Directors/Corporate Officers _____
6. Corporate Bylaws _____
7. Articles of Incorporation _____
8. IRS Determination Letter on Tax Exempt Status _____
9. IRS Form 990 _____

10. Certificate of Insurance _____
11. Administrative Assessment Checklist (Appendix VIII) _____
12. Certification of 60 days operating funds _____
13. Monitoring Reports _____
14. Reference Letter _____
15. Documentation of Experience _____

State of Florida
PUR 1000
General Contract Conditions

Contents

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37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).

41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
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46. Execution in Counterparts.
47. Severability.

1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
- (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

- 4. Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
 - (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
 - (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
- 5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
- 6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted

commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. **Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall

perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

- 13. Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.
- 14. Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

- 15. Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any

other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the

General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

- 21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer 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 days, or any longer period agreed to by the Contractor, the Customer 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.
- 22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer 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 the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- 23. Termination for Cause.** The Customer may terminate the 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 Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

- 24. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.
- 25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.
- 26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the

solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the

Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

- 29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.
- 30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.
- 31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

- 32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

- 33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- 34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

- 39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.
- 40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <https://pride-enterprises.org/>.
- 41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "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." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
- 42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
- 43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

- 44. Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 45. Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.
- 46. Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 47. Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

State of Florida
PUR 1001
General Instructions to Respondents

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1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
3. **Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
 - an electronic signature on the response, generally,
 - an electronic signature on any form or section specifically calling for a signature, and
 - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
 - Technical Specifications,
 - Special Conditions and Instructions,
 - Instructions to Respondents (PUR 1001),
 - General Conditions (PUR 1000), and
 - Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. **Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the

solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

- 6. Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
- 7. Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

 - submitting a bid on a contract to provide any goods or services to a public entity;
 - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submitting bids on leases of real property to a public entity;
 - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 - transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.
- 8. Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

 - submit a bid on a contract to provide any goods or services to a public entity;
 - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - submit bids on leases of real property to a public entity;
 - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
 - transact business with any public entity.
- 9. Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify

to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the

qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

- 12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).
- 13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at <https://vendor.myfloridamarketplace.com>. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.
- 14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.
- 15. Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
- 16. Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
- 17. Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

- 18. Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.
- 19. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.
- 20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

- 21. Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Florida Department of Elder Affairs
701A Condensed Assessment
Rule: 58-A-1.010, F.A.C.

Provider ID: _____ Provider Assessor/CM ID: _____
 Assessor/Case Manager (CM) Name: _____ Signature: _____

A. DEMOGRAPHIC SECTION

1. ASSESSOR/CM: What is the purpose of this assessment?

Initial Annual Health Living situation Caregiver Environment Income

2. Social Security number: _____

3. Name: a. First: _____ b. Middle initial: _____

c. Last: _____

4. Medicaid number: _____

5. Phone number: _____

6. Date of birth (mm/dd/yyyy): _____

7. Sex: Male Female

8. Race (Mark all that apply): White Black/African American Asian

American Indian/Alaska Native Native Hawaiian/Pacific Islander Other

9. Ethnicity: Hispanic/Latino Other

10. Primary language: English Spanish Other: _____

11. Does client have limited ability reading, writing, speaking, or understanding English No Yes

12. Marital status: Married Partnered Single Separated Divorced Widowed

13. ASSESSOR/CM: Current Physical Location Address (If type is a facility, enter facility name.)

a. Street: _____

b. City: _____ c. ZIP code: _____

d. Type: Private residence Assisted living facility (ALF) Nursing facility

Hospital Adult day care Other

e. Name: _____

14. Home Address (If different from current physical location)

a. Street: _____

b. City: _____ c. ZIP code: _____

15. Is client's home address public housing? No Yes

16. Mailing Address (If different from current physical location)

a. Street: _____ b. City: _____

c. State: _____ d. ZIP code: _____

Florida Department of Elder Affairs: 701A Condensed Assessment

17. **ASSESSOR/CM: Assessment date:** (mm/dd/yyyy) _____

18. **ASSESSOR/CM: Assessment site:**
 Home ALF Nursing facility Hospital Adult day care Other

19. **ASSESSOR/CM: Referral date:** (mm/dd/yyyy) _____

20. **ASSESSOR/CM: Referral source:** Self/Family Nursing facility Case management agency
 CARES Aging out Hospital Department of Children and Families Other
 APS; Select level of APS risk: High Intermediate Low

21. **ASSESSOR/CM: Transitioning out of a nursing facility?** No Yes

22. **ASSESSOR/CM: Imminent risk of nursing home placement?** No Yes

23. Are you enrolled on a special needs registry? No Yes

24. Is there a primary caregiver? No Yes

25. Living situation: With primary caregiver With other caregiver With other Alone

26. Individual monthly income: \$ _____ Refused

27. Couple monthly income: \$ _____ Refused N/A

28. Estimated total individual assets: \$ _____
 \$0 to \$2,000 \$2,001 to \$5,000 \$5,001 or more Refused

29. Estimated total couple assets: \$ _____
 \$0 to \$3,000 \$3,001 to \$6,000 \$6,001 or more Refused N/A

30. Are you receiving S/NAP (food stamps)? No Yes

31. Do you need other assistance for food? No Yes

32. **ASSESSOR/CM: Is someone besides the client providing answers to questions?** No (Skip to 33) Yes
a. Name: _____ b. Relationship: _____

33. Besides your own children, how many children under age 19 do you live with and provide care for? (if 0, skip to 34) # _____
a. How many are grandchildren? # _____ Name(s): _____
b. How many are other related children? # _____ Name(s): _____
c. How many are other non-related children? # _____ Name(s): _____

34. How many disabled adults age 19 to 59 do you live with and provide care for? (if 0, skip to 35) # _____
a. How many are grandchildren? # _____ Name(s): _____
b. How many are other relatives? # _____ Name(s): _____
c. How many are other non-relatives? # _____ Name(s): _____

Notes & Summary

B. MEMORY SECTION

35. Has a doctor or other health care professional told you that you suffer from memory loss, cognitive impairment, any type of dementia, or Alzheimer's disease?

- No Yes

36. Have you become concerned about your memory or had problems remembering important things?

- No Yes

C. GENERAL HEALTH, SENSORY & COMMUNICATION IMPAIRMENT SECTION

37. How would you rate your overall health at this time?

- Excellent Very Good Good Fair Poor

38. Compared to a year ago, how would you rate your health?

- Much better Better About the same Worse Much worse

39. How many times have you fallen in the last six months? # _____

40. How often are there things you want to do but cannot because of physical problems?

- Never Occasionally Often All of the time

41. When you need medical care, how often do you get it?

- Always Most of the time Rarely Only in an emergency Never

42. When you need transportation to medical care, how often do you get it?

- Always Most of the time Rarely Only in an emergency Never

43. How often do finances/insurance allow you to obtain health care and medications when you need them?

- Always Most of the time Rarely Only in an emergency Never

44. Have you visited the emergency room (ER) or been admitted to the hospital within the last year?

- No Yes: How many times? ER# _____ Hospital # _____

45. In the last year were you in a nursing or rehabilitation facility?

- No Yes

Notes & Summary:

D. ACTIVITIES OF DAILY LIVING SECTION

46. How much assistance do you need with the following tasks?

Task	No assistance needed	Uses assistive device	Needs supervision or prompt	Needs assistance (but not total help)	Needs total assistance (cannot do at all)
a. Bathing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Dressing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Eating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Using the bathroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Transferring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Walking/Mobility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

47. How much assistance do you have with the following tasks?

Task	No assistance needed	Always has assistance	Has assistance most of the time	Rarely has assistance	Never has assistance
a. Bathing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Dressing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Eating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Using the bathroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Transferring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Walking/Mobility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Notes & Summary:

E. INSTRUMENTAL ACTIVITIES OF DAILY LIVING SECTION

48. How much assistance do you need with the following tasks?

Task	No assistance needed	Uses assistive device	Needs supervision or prompt	Needs assistance (but not total help)	Needs total assistance (cannot do at all)
a. Heavy chores	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Light housekeeping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Using the telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Managing money	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Preparing meals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Shopping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Managing medication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Using transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

49. How much assistance do you have with the following tasks?

Task	No assistance needed	Always has assistance	Has assistance most of the time	Rarely has assistance	Never has assistance
a. Heavy chores	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Light housekeeping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Using the telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Managing money	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Preparing meals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Shopping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Managing medication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Using transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Notes & Summary:

F. HEALTH CONDITIONS & THERAPIES SECTION

50. Have you been told by a physician that you have any of the following health conditions?
ASSESSOR/CM: Indicate whether a problem occurred in the past by marking the first box and when a problem is current by marking the second box. Mark all that apply.

Past	Current	Health Conditions
<input type="checkbox"/>	<input type="checkbox"/>	Acid reflux/GERD
<input type="checkbox"/>	<input type="checkbox"/>	Allergies, list: _____
<input type="checkbox"/>	<input type="checkbox"/>	Amputation, site: _____
<input type="checkbox"/>	<input type="checkbox"/>	Anemia <input type="checkbox"/> Severe <input type="checkbox"/> Moderate <input type="checkbox"/> Mild
<input type="checkbox"/>	<input type="checkbox"/>	Arthritis, type: _____
<input type="checkbox"/>	<input type="checkbox"/>	Bed sore(s) (Decubitus), location: _____
<input type="checkbox"/>	<input type="checkbox"/>	Blood pressure <input type="checkbox"/> High <input type="checkbox"/> Low
<input type="checkbox"/>	<input type="checkbox"/>	Broken bones/fractures, location: _____
<input type="checkbox"/>	<input type="checkbox"/>	Cancer, site: _____
<input type="checkbox"/>	<input type="checkbox"/>	Chlamydia
<input type="checkbox"/>	<input type="checkbox"/>	Cholesterol <input type="checkbox"/> High <input type="checkbox"/> Low
<input type="checkbox"/>	<input type="checkbox"/>	Dehydration
<input type="checkbox"/>	<input type="checkbox"/>	Diabetes <input type="checkbox"/> IDDM <input type="checkbox"/> NIDDM
<input type="checkbox"/>	<input type="checkbox"/>	Dizziness <input type="checkbox"/> Constant <input type="checkbox"/> Frequent <input type="checkbox"/> Occasional <input type="checkbox"/> Rare
<input type="checkbox"/>	<input type="checkbox"/>	Fibromyalgia
<input type="checkbox"/>	<input type="checkbox"/>	Gallbladder <input type="checkbox"/> Removal <input type="checkbox"/> Problems
<input type="checkbox"/>	<input type="checkbox"/>	Gonorrhea
<input type="checkbox"/>	<input type="checkbox"/>	Heart problems <input type="checkbox"/> Pacemaker <input type="checkbox"/> CHF <input type="checkbox"/> MI <input type="checkbox"/> Other
<input type="checkbox"/>	<input type="checkbox"/>	Head, brain, or spinal cord trauma
<input type="checkbox"/>	<input type="checkbox"/>	Herpes
<input type="checkbox"/>	<input type="checkbox"/>	Human Immunodeficiency Virus (HIV)
<input type="checkbox"/>	<input type="checkbox"/>	Human Papillomavirus (HPV)/Genital warts
<input type="checkbox"/>	<input type="checkbox"/>	Incontinence, Bladder <input type="checkbox"/> Constant <input type="checkbox"/> Frequent <input type="checkbox"/> Occasional <input type="checkbox"/> Rare
<input type="checkbox"/>	<input type="checkbox"/>	Incontinence, Bowel <input type="checkbox"/> Constant <input type="checkbox"/> Frequent <input type="checkbox"/> Occasional <input type="checkbox"/> Rare
<input type="checkbox"/>	<input type="checkbox"/>	Kidney problems or Renal disease End stage? <input type="checkbox"/> No <input type="checkbox"/> Yes
<input type="checkbox"/>	<input type="checkbox"/>	Liver problems <input type="checkbox"/> Cirrhosis <input type="checkbox"/> Hepatitis
<input type="checkbox"/>	<input type="checkbox"/>	Lung problems <input type="checkbox"/> Emphysema <input type="checkbox"/> Asthma <input type="checkbox"/> Pneumonia <input type="checkbox"/> COPD
<input type="checkbox"/>	<input type="checkbox"/>	Lupus
<input type="checkbox"/>	<input type="checkbox"/>	Multiple Sclerosis
<input type="checkbox"/>	<input type="checkbox"/>	Muscular Dystrophy
<input type="checkbox"/>	<input type="checkbox"/>	Osteoporosis
<input type="checkbox"/>	<input type="checkbox"/>	Parkinson's disease
<input type="checkbox"/>	<input type="checkbox"/>	Paralysis <input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> Local, site: _____
<input type="checkbox"/>	<input type="checkbox"/>	Seizure disorder, type & frequency: _____

F. HEALTH CONDITIONS & THERAPIES SECTION, CONTINUED

Past	Current	Health Conditions
<input type="checkbox"/>	<input type="checkbox"/>	Shingles
<input type="checkbox"/>	<input type="checkbox"/>	Stroke/CVA
<input type="checkbox"/>	<input type="checkbox"/>	Syphilis
<input type="checkbox"/>	<input type="checkbox"/>	Thyroid problems/Graves/Myxedema <input type="checkbox"/> Hyper <input type="checkbox"/> Hypo
<input type="checkbox"/>	<input type="checkbox"/>	Tumor(s), site: _____
<input type="checkbox"/>	<input type="checkbox"/>	Ulcer(s), site: _____
<input type="checkbox"/>	<input type="checkbox"/>	Urinary Tract Infection (UTI)
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

51. Provide information on the frequency of current therapies or specialty care:

Treatment type:	N/A or None	Monthly	Weekly	Several times a week	Daily	Several times a day
a. Bladder/bowel treatment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Catheter, type: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Dialysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Insulin assistance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. IV Fluids/IV Medications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Occupational therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Ostomy, site: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Oxygen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Physical therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Radiation/Chemotherapy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Respiratory therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Skilled nursing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. Speech therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n. Suctioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o. Tube feeding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
p. Wound care/Lesion irrigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
q. Other therapy, type: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Notes & Summary:

G. MENTAL HEALTH SECTION

52. How satisfied are you with your overall quality of life? Very satisfied Satisfied
 Neither satisfied nor dissatisfied Dissatisfied Very dissatisfied
53. Thinking about how you were this time last year, how do you feel about the way things are now?
 Much better Better About the same Worse Much worse
54. Have you been diagnosed with a mental condition or psychiatric disorder by a health professional?
 No Yes: *List conditions:* _____

55. ASSESSOR/CM: Indicate whether you noticed problem behaviors or any recurring problems have been reported to you by the client, caregiver, in-home worker, family, or staff, and note the frequency of occurrence in the last month. Provide details in the Notes & Summary section, below.

Problem behaviors	Not at all	Once	Several days	More than half the days	Nearly every day
a. Forgetful or easily confused	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Gets lost or wanders off	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Easily agitated or disruptive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Sexually inappropriate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Threatens or is verbally hostile*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Physically aggressive or violent*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Intentionally injures or harms him/herself*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Expresses suicidal feelings or plans*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Hallucinates, hears/sees things that are not there*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Thoughts of suicide or self-injury, hallucinations, or aggressive behaviors are potentially serious problems that should be reported immediately to a supervisor, primary care physician, emergency care, law enforcement, and/or Adult Protective Services, as appropriate.*

56. **ASSESSOR/CM: Does client need supervision?** No Yes

Notes & Summary:

H. NUTRITION SECTION

57. Do you usually eat at least two meals a day? No Yes

58. Do you eat alone most of the time? No Yes

59. How many cups of water, juice, or other liquid do you drink daily? (If more than eight, skip to 60) # _____

a. Do you ever limit the amount of fluids you drink? No Yes

60. On average, how many servings of fruits and vegetables do you eat every day? (One "serving" is one small piece of fruit or vegetable, about one-half cup of chopped fruit or vegetable, or one-half cup of fruit or vegetable juice.) # _____

61. On average, how many servings of dairy products do you have every day? (One "serving" of dairy is about a slice of cheese, a cup of yogurt, or a cup of milk or dairy substitute.) # _____

62. Estimate your current height and weight: Height: _____ ft. _____ inches Weight: _____ lbs.

63. Have you lost or gained weight in the last few months? Unsure (Skip to 64) No (Skip to 64) Yes

a. How much? Less than five pounds Five to ten pounds Ten pounds or more

b. Was the weight loss/gain on purpose (i.e., dieting or trying to lose/gain weight)? No Yes

64. Are you on a special diet(s) for medical reasons? No (Skip to 65) Yes; check any/all:

Calorie supplement Low fat/cholesterol Low salt/sodium Low sugar/carb Other

a. How long have you been on this diet? _____

b. Why are you on this diet? _____

65. Do you have any problems that make it hard for you to chew or swallow? No Yes; check any/all:

Mouth/tooth/dentures Pain or difficulty swallowing Taste Nausea

Saliva production Other, describe: _____

66. What working appliances do you have for storing/preparing food?

None Refrigerator Microwave Toaster/Oven Stove Other: _____

67. Do you take three or more prescribed or over-the-counter medications a day? No Yes

68. How many days in a typical week do you drink alcohol?

Refused (Skip to 69) None (Skip to 69) One to two Three to five Six to seven

a. On the days when you have some alcohol, about how many drinks do you usually have?

One to two Three to five Six or more

b. About how many times in the last month have you had four or more drinks in a day?

None One to two Three to five Six or more

Notes & Summary:

I. SOCIAL RESOURCES SECTION

69. If needed, is there someone (besides primary caregiver) who could help you? No (Skip to 71) Yes

70. Do I have your permission to contact this person, if you need help? No (Skip to 71) Yes

a. Name: _____ b. Relationship to client: _____

c. Phone: _____

J. CAREGIVER SECTION

ASSESSOR/CM: If client has no primary caregiver, stop the assessment here. Otherwise, complete 71-86.

71. **ASSESSOR/CM: HCE Caregiver? If yes, check**

72. Caregiver full name: a. First: _____ b. Middle Initial: _____
c. Last: _____

73. Caregiver date of birth: (mm/dd/yyyy) _____

74. **ASSESSOR/CM: Caregiver identification number** _____

75. Caregiver sex: Male Female

76. Caregiver race (Mark all that apply.): White Black/African American Asian
 American Indian/ Alaska Native Native Hawaiian/ Pacific Islander Other

77. Caregiver ethnicity: Hispanic/Latino Other

78. Caregiver primary language: English Spanish Other: _____

79. Caregiver relationship to client:
 Wife Husband Partner Parent
 Son/In-law Daughter/In-law Other Relative Other Non-relative

80. Caregiver address:
a. Street: _____
b. City: _____ c. State: _____ d. ZIP code: _____

81. Caregiver phone number: _____

82. How much of a mental or emotional strain is it on you to provide care for the client?
 None Some strain A lot of strain

J. CAREGIVER SECTION (CONTINUED)

83. Considering other aspects of your life, rate the level of difficulty in your:	No difficulty	Little difficulty	Some difficulty	Moderate difficulty	A lot of difficulty
a. Relationship with client	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Relationship with family	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Relationships with friends	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Physical health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Finances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Functional abilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Employment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Time for yourself to do the things you enjoy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

84. How confident are you that you will have the ability to continue to provide care?
 Very confident (*Skip to 85*) Somewhat confident (*Skip to 85*) Not very confident

a. What is the main reason you may be unable to continue to provide care? _____

85. **ASSESSOR/CM: Is the caregiver in crisis?** No Yes; *check all that apply:*
 Financial Emotional Physical

86. Ask the caregiver to answer the following about the client. (An answer of "Yes, a change" indicates that there has been a change in the last year caused by thinking and memory problems.)	Yes, a change	No change	Don't know or N/A
a. Problems with judgment (problems making decisions, bad financial decisions, problems with thinking)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Repeats the same things over and over (questions, stories, or statements)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Daily problems with thinking or memory	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Adapted from the "Eight-item Informant Interview to Differentiate Aging and Dementia," a copyrighted instrument of Washington University, St. Louis, Missouri. Copyright 2005. All rights reserved.

Notes & Summary:

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WHY ARE WE COLLECTING YOUR SOCIAL SECURITY NUMBER?

We are required to explain that your Social Security number is being collected pursuant to Title 42 Code of Federal Regulations, Section 435.910, to be used for screening and referral to programs or services that may be appropriate for you.

The provision of your Social Security number is voluntary, and your information will remain confidential and protected under penalty of law. We will not use or give out your Social Security number for any other reason unless you have signed a separate consent form that releases us to do so.

APPENDIX XV

**STATEMENT OF ACCEPTANCE IN
INVOLVEMENT OF SPECIAL ACTIVITIES**

_____ agrees to participate in any research, evaluation, training, or community education activities, or projects, that the Area Agency on Aging of Broward County, Inc., deems necessary, and appropriate, for the provision of quality Nutrition Services during the contract period.

Authorized Signature

Date

APPENDIX XVI

CERTIFICATION OF AVAILABILITY OF 60 DAYS OPERATING FUNDS

_____ Hereby assures all interested parties that our organization has at its disposal the availability of sixty (60) days operating funds with which to maintain two months of the total operating budget for this Nutrition Services Program, as required by the terms of this Request for Proposal.

Authorized Signature

Date

Title of Authorizing Officer

Appendix XVII. Match Commitment Forms

MATCH COMMITMENT OF CASH DONATION

Agency Name: _____

Donor Identification: _____

Name: _____

Street: _____

City: _____

State: _____

Zip: _____

Phone: _____

Authorized Representative: _____

Total Amount \$ _____

Payments _____

Amount/Payment \$ _____

Contribution Period _____

Special Conditions: _____

Donor Certification: _____

I hereby certify intent to make the cash donation set forth above for use in the specified program during the program's upcoming funding period. This cash is not included as match for any other State or Federally assisted program or contract and is not borne by the federal government directly under any federal grant or contract.

Signature of Donor or Representative: _____ Date: _____

Appendix XVII. Match Commitment Forms

MATCH COMMITMENT FOR DONATION OF BUILDING SPACE

Agency Name: _____

Donor Identification: _____

Name: _____

Street: _____

City: _____

State: _____

Zip: _____

Phone: _____

Authorized Representative: _____

Description of Space: Office Site Other

Provider Owned Space: _____

1. Number of square footage used by project: _____sq/ft

2. Appraised rental value per square foot: \$ _____

3. Total value of space used by project (1x2): \$ _____

Donor Owned Space: _____

1. Established monthly rental value: \$ _____

2. Number of months' rent to be paid by donor: _____mos.

3. Value of donated space (1x2): \$ _____

Special Conditions: _____

Donor Certification: _____

I hereby certify intent to donate use of the space set forth above for the program specified above during the program's upcoming funding period. This space is not being used as match for any other State or Federal program or contract.

Signature of Donor or Representative: _____ Date: _____

Appendix XVII. Match Commitment Forms

MATCH COMMITMENT OF SUPPLIES

Agency Name: _____

Donor Identification: _____

Name: _____

Street: _____

City: _____

State: _____

Zip: _____

Phone: _____

Authorized Representative: _____

The below described supplies are committed for use by the project for the period of:

Description of Supplies: _____

Computation of value method: _____

Value to be claimed by project: \$ _____

Donor Certification: _____

These supplies are not included as contributions for any other State or Federally assisted program or contract and are not borne by the Federal Government directly or indirectly under any Federal grant or contract except as provided for under _____ (cite the authorizing Federal regulation or law if applicable).

Signature of Donor or Representative: _____ Date: _____

Appendix XVII. Match Commitment Forms

MATCH COMMITMENT OF EQUIPMENT

Agency Name: _____

Donor Identification: _____

Name: _____

Street: _____

City: _____

State: _____

Zip: _____

Phone: _____

Authorized Representative: _____

The below described equipment is committed for use by the project for the period of:

<u>Item Description</u>	<u>Number</u>	<u>Acquisition</u>	<u>Value to Project*</u>	<u>Cost</u>
-------------------------	---------------	--------------------	--------------------------	-------------

- 1.
- 2.
- 3.
- 4.
- 5.

TOTAL VALUE CLAIMED: \$

* Items that are currently owned by the Grantee or are loaned or donated to the project are valued at an annual rate of 6-2/3 percent of the acquisition value.

Donor Certification:

This equipment is not included as match for any other State or Federally assisted program or contract and are not borne by the Federal Government directly or indirectly under any Federal grant or contract except as provided for under _____ (cite the authorizing Federal regulation or law if applicable).

Signature of Donor or Representative: _____ Date: _____

Appendix XVII. Match Commitment Forms

MATCH COMMITMENT OF IN-KIND CONTRIBUTION OF SERVICES
BY STAFF OF SERVICE PROVIDER OR STAFF OF OTHER ORGANIZATIONS

Agency Name: _____

Donor Identification: _____

Name: _____

Street: _____

City: _____

State: _____

Zip: _____

Phone: _____

Authorized Representative: _____

The personal services described below are committed for use by the project for the period of:

Description of Positions:

<u>Position</u>	<u>Service Hourly Rate or #Hours Value</u>
<u>Title</u>	<u>Annual Salary Worked to Project</u>

- 1.
- 2.
- 3.
- 4.
- 5.

TOTAL - \$

* Value to project = (# of hours provided) x (hourly rate of annual salary).

Donor Certification: It is certified that the time devoted to the project will be performed during normal working hours.

These services are not included as match for any other State or Federally assisted program or contract and are not borne by the Federal Government directly or indirectly under any Federal grant or contract except as provided for under _____ (cite the authorizing Federal regulation or law if applicable).

Signature of Donor or Representative: _____ Date: _____

Appendix XVII. Match Commitment Forms

MATCH COMMITMENT OF IN-KIND VOLUNTEER PERSONNEL AND TRAVEL

Agency Name: _____

Donor Identification: The volunteer staff positions identified below will be filled by local volunteers who will be recruited, trained and supervised as an ongoing activity of our agency. We will maintain volunteer records to document individual volunteer activity.

Describe Volunteer Effort: _____

Position Title	Equivalent Hourly Rate	# of Hours	Value to Project
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
TOTAL VALUE TO AGENCY		\$	

Equivalent Hourly Rates were determined by:

- Rates for comparable positions within own agency.
- State Employment Service estimate of rates for type of work.
- Rates for comparable positions within other local agencies.

Estimated Mileage X Rate per mile = Value

_____ \$

Donor Certification: _____

I certify that commitments have been received from individual volunteers or groups sufficient to provide the volunteer hours and travel as identified above.

Signature of Agency Official: _____ Date: _____

NUTRITION ASSURANCES

In accordance with Section 339(1) of the OAA which requires each nutrition project to be established and administered with the advice of dietitians (or individuals with comparable expertise), and Section 339(2)(F) which requires compliance with applicable state or local laws regarding safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of meals to elderly nutrition program participants,

(Name of Nutrition Consultant)

will provide Nutrition Consultation for the nutrition project of

(Name of Provider)

(Name of Nutrition Consultant)

is a registered/licensed dietitian whose current registration number from the Commission on Dietetic Registration is _____ and/or whose license number from the Florida Department of Professional Regulation is _____ or whose qualifications have been approved by the area agency's nutrition consultant or the Department of Elder Affairs.

The Nutrition Consultant Agreement for Services and a current resume of the Nutrition Consultant will be included in the application at the beginning of each bid cycle and updated when there is a staff change.

(Name of Provider)

also assures meals provided through the project comply with the Dietary Guidelines for Americans and provide to each participant a minimum of 33 and 1/3 percent of the daily recommended dietary allowances if one meal per day is provided; a minimum of 66 and 2/3 percent of the allowances if two meals per day is provided; and 100 percent of the allowances if three meals per day is provided.

Business Associate Agreement

This Agreement, made as by and between **Area Agency on Aging of Broward County** (“Covered Entity”), a Florida corporation, and _____ (“Business Associate”).

WHEREAS, the Area Agency on Aging of Broward County is a Covered Entity as defined in the Privacy Rule adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy Rules).

WHEREAS, the Business Associate has been retained by the Covered Entity to perform a function, activity, or service on behalf of Covered Entity that requires the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the Privacy Rule, the Security Rule Health Information Technology for Economic and Clinical Health Act (HITECH), the Final Rules and any rules or guidance issued by the Secretary from time to time with respect to such security, privacy, use and disclosure requirements.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

Section 1. Definitions.

- (a) Breach shall mean the acquisition, access, use or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule, which compromises the security, or privacy of the protected health information. For purposes of this definition, “compromises the security or privacy of the protected health information” means poses a significant risk of financial, reputational, or other harm to the individual.
- (b) HITECH shall mean Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), called the Health Information Technology for Economic and Clinical Health (HITECH) Act, codifies and expands on many of the requirements promulgated by the Department of Health & Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to protect the privacy and security of protected health information (PHI).
- (c) Individual means the person who is the subject of protected health information 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (d) Privacy Officer shall mean Shirley Snipes, 5300 Hiatus Road, Sunrise, Florida 33351, 954-745-9567; email: snipess@adrcbroward.org.
- (e) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (f) Protected Health Information or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (g) Required by Law shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- (h) Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.

- (i) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI relating to the Covered Entity.
- (j) Security Officer shall mean Shirley Snipes, 5300 Hiatus Road, Sunrise, Florida 33351, 954-745-9567; email: snipess@adrcbroward.org.
- (k) Security Rule shall mean the Health Insurance Reform: Security Standards at 45 CFR Parts 160, 162 and 164.
- (l) Underlying Agreement shall mean the services agreement executed by the Covered Entity and Business Associate, if any.
- (m) Unsecured PHI means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under Section 13402 of Public Law 111-5 on the HHS website (45 CFR 164.402).

Section 2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than provided for by this Agreement, y.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement.
- (d) Business Associate agrees to comply with the Security Rules, as required by HITECH, in a manner consistent with the Rule and regulations that may be adopted by relevant federal agencies, to keep all electronic PHI in a secure manner, as required under federal law.
- (e) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. See "Reporting" contained in this Agreement.
- (f) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (g) Business Associate agrees to make available, in the time and manner designated by Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's requirements under 45 CFR 164.524.
- (h) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.
- (i) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b) (1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e) (2) to accomplish the intended purpose

of such request, use or disclosure as interpreted under related guidance issued by the Secretary from time to time.

- (j) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.
- (k) Business Associate agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- (l) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (m) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (n) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure, breach notification, compliance, and re-disclosure requirements of HITECH, Privacy Rule and the Security Rule to the extent such requirements may be applicable.
- (o) Business Associate acknowledges that if it becomes aware of a "pattern of activity or practice" by Covered Entity, or any other Business Associate, that breaches a Business Associate Agreement, but fails to cure that breach, Business Associate shall immediately terminate the relevant agreement, or report the non-compliance to the United States Department of Health and Human Services' Office of Civil Rights.
- (p) Business Associate acknowledges that it is subject to compliance audits by the United States Department of Health and Human Services' Office of Civil Rights.
- (q) Business Associate shall comply with any and all regulatory requirements which may arise in the future to comply fully with the Privacy Rules, the Security Rule, ARRA, and HITECH, including, but not limited to, restrictions on disclosures to health plans, clarified minimum necessary standards, expanded accounting requirements applicable to electronic health records, revised prohibitions on sales of PHI, and updated marketing and fundraising restrictions. Business Associate shall require that any agent, including a subcontractor, shall also comply with the requirements set forth herein.
- (r) Business Associate acknowledges that, pursuant to HITECH, Business Associate, its employees and contractors, and any third party (and their employees, contractors, and further third parties) who may have access to or possession of the Covered Entity's PHI, are subject to regulatory oversight of the various federal and/or state agencies as a Business Associate, and may be subject to both civil and criminal penalties which may arise from violations of this Agreement, the Privacy Rules, the Security Rule, HITECH, and any rules or guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
- (s) Business Associate agrees to provide the Covered Entity with notice of a Breach of Unsecured PHI pursuant to the requirements of 45 CFR 164.402. See "Reporting" contained in this Agreement.

- (t) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 154, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- (u) Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Section 3. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited in this Agreement, Business Associate may use and/or disclose PHI only in a manner that is necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- (b) Business Associate may use or disclose PHI as required by law.
- (c) Business Associate agrees to make uses, disclosures, and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (e) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose(s) for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section 4. Reporting

As described below, Business Associate shall report to the Covered Entity in writing (a) any use or disclosure of PHI not permitted under 45 CFR section 164, Subpart E, this Agreement, or by law, (b) any Security Incident of which it becomes aware and (c) any Breach of Unsecured PHI in accordance with HITECH, including 42 U.S.C.A. section 17932.

- (a) Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall make the report to the Covered Entity's Privacy Officer (or to the Security Officer in the event of a Security Incident) within three business days after Business Associate learns of such unauthorized use or disclosure or Security Incident. Business Associate's report shall: (1) identify the nature of the unauthorized use or disclosure or Security Incident including the date of the Security Incident or unauthorized use or disclosure and date of discovery; (2) identify the PHI affected; (3) identify who made or caused the unauthorized use and/or received the unauthorized disclosure and/or participated in the Security Incident, if known; (4) identify what Business Associate has done or shall do to mitigate any deleterious effect of the Breach, unauthorized use or disclosure or Security Incident; (5) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and (6) provide such other information, including a written report, as reasonably requested by the Privacy Officer or Security Officer. Any Security incident or unauthorized use or disclosure of PHI that is a Breach of Unsecured PHI shall be reported as required under subsection (b) below.

- (b) Notification of a Breach. Pursuant to HITECH, including 42 U.S.C.A. section 17932, and regulations under 45 CFR Parts 160 and 164, as amended, Business Associate shall provide written notice to the Covered Entity's Privacy Officer of any Breach of Unsecured PHI within 3 business days after Business Associate discovers the Breach. Business Associate shall conduct the risk assessment to determine whether a Breach occurred. Business Associate's report to the Covered Entity shall identify or describe: (1) the affected Individual(s) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (2) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (3) who made or caused the Breach/unauthorized use and/or received the unauthorized disclosure; (4) the types of Unsecured PHI involved in the Breach; (5) any specific steps the Individual(s) should take to protect him or herself from potential harm related to the Breach; (6) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (7) contact procedures for how the Individual(s) can obtain further information from Business Associate; and (8) such other information, including the risk assessment analysis prepared by Business Associate, as reasonably requested by the Covered Entity's Privacy Officer.

Section 5. Obligations of Covered Entity

- (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures under this Agreement.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.
- (d) With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been accessed, acquired, used or disclosed as a result of such breach, except when law enforcement requires a delay pursuant to 45 CFR 164.412:
1. Without unreasonable delay and in no case later than 60 days after discovery of a breach.
 2. By notice in plain language including and to the extent possible: a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; a description of the types of Unsecured PHI that were involved in the breach; any steps Individual(s) should take to protect themselves from potential harm resulting from the breach; a brief description of what the Covered Entity involved is doing to investigate the Breach, mitigate the harm to Individual(s), and to protect against any further Breaches; and, contact procedures for Individual(s) to ask questions or learn additional information which shall include a toll-free telephone number, an e-mail address, web site or postal address.
 3. Use a method of notification that meets the requirements of 45 CFR 164.404(d).
 4. Provide notice to the media when required under 45 CFR 164.405 and to the Secretary pursuant to 45 CFR 164.408.

Section 6. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy & Security Rule if done by Covered Entity.

Section 7. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the date the Covered Entity signs this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either (1) provide an opportunity for Business Associate to cure the breach and then terminate the Underlying Agreement if Business Associate does not cure the breach within time period specified by the Covered Entity or (2) terminate the Underlying Agreement immediately. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination. (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate and subcontractors shall retain no copies of the PHI. (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 8. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy & Security Rule means the section as is currently effect or as may be amended from time to time, and for which compliance is required.

(b) Indemnification. Business Associate shall release, defend, indemnify and hold Covered Entity harmless from and against any claims, fees, losses, and costs, including, without limitation, reasonable attorneys' fees and costs, that Covered Entity may sustain as a result of, or arising out of (i) a breach of this Agreement by Business Associate or its agents or Subcontractors, including, but not limited to, any unauthorized use, disclosure or breach of PHI, (b) Business Associate or its subcontractor's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitation, failure to perform Business Associate's obligations under this Agreement, the Privacy Rule or the Security Rule or any other applicable law or rule.

(c) Remedies. The parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.

(d) Amendment. The parties agree to take such action as is necessary to amend this Agreement and the Underlying Agreement if necessary from time to time as is necessary to comply with the requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, ARRA the HITECH Act, the HIPAA rules and any other applicable laws. Regardless of written amendment to this Agreement or the Underlying Agreement, the parties agree to comply with all applicable laws

- (e) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and/or Underlying Agreements, as shall the rights of access and inspection of Business Associate by Covered Entity.
- (f) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.
- (g) Governing Law; Conflict. This agreement shall be enforced and construed in accordance with the laws of the State of Florida. Jurisdiction of any litigation with respect to this Agreement shall be in Florida, with venue in a court of competent jurisdiction located in Pinellas County. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.
- (h) Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.
- (i) Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
- (j) Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 2023.

Area Agency on Aging of Broward County (Covered Entity):

Signed: Charlotte C. Mather-Taylor

Printed Name: Charlotte Mather-Taylor

Title: Chief Executive Officer

INSERT NAME (Business Associate)

Signed: _____

Printed Name: _____

Title: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email: _____

Revision date December 2018, March 2019, February 2020, May 2021
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