

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **City of Pembroke Pines, Florida / Southwest Focal Point Senior Center** hereinafter referred to as the “Contractor” who are collectively referred to as the “Parties.” This Contract is subject to all provisions contained in the Master Contract JM020-10-2022 executed between the Council and the Contractor, and its successor, incorporated herein by reference.

**WITNESSETH THAT:**

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

**WHEREAS**, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an Independent Contractor for the Council.

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

**1. Purpose of Contract**

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

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

This Contract will incorporate attachments, proposal(s), service provider application(s), grant contracts, relevant State of Florida, Department of Elder Affairs’ handbooks, manuals or desk books and Master Contract JM020-10-2022, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

**3. Term of Contract**

This Contract shall begin on April 1, 2020, or on the date on which this Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, Eastern Standard Time on September 30, 2021.

- 3.1** Through the Coronavirus Relief Fund, the CARES Act provides for retroactive payments to state, local, and tribal governments navigating the impact of the COVID-19 outbreak and, therefore, these funds may be used to reimburse the Contractor for any goods and services provided on or after April 1, 2020.

**4. Contract Amount**

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$59,458.89**, subject to the availability of funds. **\$37,800.00** represents Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act Title III B funds and **\$21,658.89** represents Federal CARES III Title E funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

**5. Renewals**

By mutual agreement of the Parties, in accordance with s. 287.058(1)(g), F.S., the Council may renew this Contract for a period not to exceed three years, or the term of the original Contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply to the Council’s request for Service Provider Application. No other costs for the renewal may

be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by the Council and the availability of funds.

## **6. Background Screening**

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

- 6.1** To demonstrate compliance with this provision, Contractor shall submit ATTACHMENT IX, Background Screening Affidavit of Compliance annually, by January 5<sup>th</sup>. Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

## **6.2 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.

## **7. Nondiscrimination-Civil Rights Compliance**

- 7.1** The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, ATTACHMENT III of the Master Contract, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 7.2** During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, ATTACHMENT VIII.
- 7.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 7.4** If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to

participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the 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.

**8. Provision of Services:**

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

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

<b>a.</b>	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:	City of Pembroke Pines, Florida / Southwest Focal Point Senior Center 301 NW 103rd Avenue Pembroke Pines, FL 33026
<b>b.</b>	The name of the contact person and street address where financial and administrative records are maintained is:	Jay Shechter, Project Director City of Pembroke Pines, Florida / Southwest Focal Point Senior Center 301 NW 103rd Avenue Pembroke Pines, FL 33026
<b>c.</b>	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Jay Shechter, Project Director City of Pembroke Pines, Florida / Southwest Focal Point Senior Center 301 NW 103rd Avenue Pembroke Pines, FL 33026 954-4506-888
<b>d.</b>	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
<b>e.</b>	The name, address, and telephone number of the Council's Contract Manager for this Contract is:	Marion Connor Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, address, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.		

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

This Contract and its Attachments, I - IX 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 Contract shall supersede all previous communications, representations, or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire Contract.

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IN WITNESS THEREOF, the Parties hereto have caused this 35-page Contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:**

**City of Pembroke Pines, Florida /  
Southwest Focal Point Senior Center**

**Areawide Council on Aging of  
Broward County, Inc.**

BOARD PRESIDENT OR AUTHORIZED  
DESIGNEE

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

Charles F. Dodge  
NAME

City Manager  
TITLE

\_\_\_\_\_  
DATE

FEDERAL ID NUMBER: 59-0908106

FISCAL YEAR-END DATE: September 30

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

PAULINE GRANT  
NAME

PRESIDENT  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT I**

**CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT  
STATEMENT OF WORK**

**SECTION I: SERVICES TO BE PROVIDED**

**1.1 DEFINITIONS OF TERMS AND ACRONYMS**

**1.1.1 CONTRACT ACRONYMS**

**AAA** – Area Agency on Aging  
**ACL** – Administration on Community Living  
**ADL** – Activities of Daily Living  
**AIRS** – Alliance of Information & Referral Systems  
**AOA** – Administration on Aging  
**APCL** – Assessed Priority Consumer List  
**APS** – Adult Protective Services  
**CARES** – Coronavirus Aid, Relief, and Economics Security (CARES) Act  
**CIRTS** – Client Information and Registration Tracking System  
**DBPR** – Florida Department of Business and Professional Regulations  
**DOEA** – State of Florida, Department of Elder Affairs  
**DOH** – Department of Health  
**DRI** – Dietary Reference Intake (DRI)  
**I&R** – Information and Referral  
**IADL** – Instrumental Activities of Daily Living  
**MDD** – Major Disaster Declaration  
**NCOA** – National Council on Aging  
**OAA** – Older Americans Act  
**PSA** – Planning and Service Area  
**SMMC LTC** – Statewide Medicaid Managed Care Long-Term Care  
**SPA** – Service Provider Application  
**USDA** – United States Department of Agriculture  
**USDHHS** – United States Department of Health and Human Services

**1.1.2 PROGRAM SPECIFIC TERMS**

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

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

**Disaster Relief Services:** ACL considers disaster relief services for older individuals to be any allowable OAA services during the period covered by Florida's MDD that are provided to eligible older individuals or family caregivers as defined under the OAA.

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

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

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

**Major Disaster Declaration (MDD):** States may request and receive an MDD by the President under the Stafford Act. Florida's request has been approved, which permits DOE A to use any portion of the funds made available under sections of OAA for disaster relief for older individuals. These flexibilities are only allowed during the period of the MDD. The Contractor will be notified via email once the MDD period has ended, at which time these flexibilities will be waived and the Contractor must provide services in compliance with OAA.

**Service Provider Application:** A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system, in the respective service area, in accordance with the Section 306 of the Older Americans Act (42 U.S.C. 3026), and the Council instructions.

### 1.2.1 General Statement

The primary purpose of the CARES Act Program is to prevent, prepare for, and respond to coronavirus; including supportive services, nutrition services, and support services for family caregivers.

### 1.2.2 Authority

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

- (1) Catalog of Federal Domestic Assistance No. 93.043, 93.044, 93.045, and 93.052;
- (2) Older Americans Act of 1965, as amended 2016;
- (3) CARES Act;
- (4) 42 U.S.C. § 303 and § 604;
- (5) Rule 58A-1, Florida Administrative Code;
- (6) Section 430.101, Florida Statutes; and
- (7) Current DOE A Programs and Services Handbook, which is hereby incorporated by reference, to include any subsequent revisions thereof.

### 1.2.3 Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of the CARES Act Program within its designated sector outlined in the OAA Contractor's Service Provider Application (SPA). The services shall be provided in a manner consistent with and described in both the current Contractor's SPA requested by the Council and the current DOE A Programs and Services Handbook.

### 1.2.4 Major Program Goals

The major goals of the CARES Act Program are to prevent, prepare for, and respond to coronavirus; including supportive services, nutrition services, and support services for family caregivers.

## 1.3 CLIENTS TO BE SERVED

### 1.3.1 General Statement

The CARES Act Program gives preference to older individuals with greatest economic need and older individuals with greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency,

and older individuals residing in rural areas), and clients who are practicing social distancing due to the COVID-19 pandemic.

### **1.3.2 CARES Act Program**

Consumers shall not be dually enrolled in an CARES Act Program and a Medicaid capitated Long-Term Care Program, except consumers in need of CARES Act Legal Assistance services.

### **1.3.3 CARES Act for Supportive Services under Title IIIB of the Older Americans Act**

- (1) Individuals must be age 60 or older; and
- (2) Information and Referral/Assistance services are provided to individuals regardless of age.

### **1.3.4 CARES Act for Nutrition Services under Titles IIIC of the Older Americans Act**

General factors that should be considered in establishing priority for Nutrition Services include those older persons who:

- (1) Cannot afford to eat adequately;
- (2) Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
- (3) Have limited mobility which may impair their capacity to shop and cook for themselves; or
- (4) Have a disabling illness or physical condition requiring nutritional support
- (5) Have been screened at a high nutritional risk; or
- (6) Is unable to obtain nutrition because the individual is practicing social distancing due to the emergency (only during the period of the COVID-19 public health emergency declared under section 319 of the Public Health Service Act [(42 U.S.C. 247d)]).

**1.3.4.1** In addition to meeting the general nutrition services eligibility requirements listed in Section 1.3.4 above, individuals eligible to receive nutrition services include the following:

- a. Individuals age sixty (60) or older;
- b. Any spouse (regardless of age) who resides at home with or attends the dining center with his/her eligible spouse;
- c. Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided, or home delivered meals are delivered;
- d. Disabled persons who reside at home with or accompany an eligible person to the dining center;
- e. Volunteers, regardless of age, who reside at home with or provide essential services on a regular basis during meal hours;
- f. Persons at nutritional risk who have physical, emotional, or behavioral conditions which would prevent them from obtaining nutrition; and
- g. Persons at nutritional risk who are socially or otherwise isolated and unable to obtain nutrition.

### **1.3.5 CARES Act for Family Caregiver Support Program under Title IIIE of the Older Americans Act**

Eligible individuals include:

- (1) Family caregivers of individuals age 60 or older;
- (2) Grandparents (age 55 or older) or older individuals (age 55 or older) who are relative caregivers;
- (3) Priority will be given to family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and for grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities; and
- (4) For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term "frail" in ATTACHMENT I, Paragraph 1.1.2.

## SECTION II – MANNER OF SERVICE PROVISION

### 2.1 SERVICE TASKS

To achieve the goals of the CARES Act Program, the Contractor shall ensure the following tasks are performed.

#### 2.1.1 Client Eligibility Determination

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

#### 2.1.2 Targeting and Screening of Service Delivery for New Clients

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

#### 2.1.3 Delivery of Services to Eligible Clients

The Contractor shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. The Contractor shall ensure the performance and report performance of the services specified in ATTACHMENT V, Budget Summary, in accordance with the current DOEA Programs and Services Handbook.

**Under the Stafford Act, and the State of Florida’s Major Disaster Declaration, the Council is permitted to use any portion of the funds in this contract to offer disaster relief services to eligible older individuals or family caregivers. The Contractor will be notified via email once the Major Disaster Declaration has ended, at which time these flexibilities will end and the Contractor must provide services in the respective programs as**

#### 2.1.4 CARES Act for Supportive Services under Title III-B Program of the Older Americans Act

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

- |                                  |  |
|----------------------------------|--|
| (1) Adult Day Care;              | (18) Interpreter/Translating;                              |
| (2) Adult Day Health Care;       | (19) Legal Assistance;                                     |
| (3) Caregiver Training/Support;  | (20) Material Aid;   |
| (4) Case Aide;                   | (21) Occupational Therapy;                                 |
| (5) Case Management;             | (22) Outreach;   |
| (6) Chore Services;              | (23) Personal Care;  |
| (7) Companionship;               | (24) Physical Therapy;                                     |
| (8) Counseling (Gerontological); | (25) Recreation;   |
| (9) Counseling (Mental Health);  | (26) Respite Services;                                     |
| (10) Education/Training;         | (27) Screening/Assessment;                                 |
| (11) Emergency Alert Response;   | (28) Shopping Assistance;                                  |
| (12) Escort;                     | (29) Skilled Nursing;                                      |
| (13) Health Support;             | (30) Specialized Medical Equipment, Services and Supplies; |
| (14) Home Health Aid;            | (31) Speech Therapy;                                       |
| (15) Homemaker;                  | (32) Telephone Reassurance; and                            |
| (16) Housing Improvement;        | (33) Transportation.                                       |
| (17) Intake;                     |  |



**2.1.5 CARES Act for Nutrition Services under Title III-C of the Older Americans Act**

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

- |   |                               |
|---|-------------------------------|
| (1) Congregate meals;                             | (5) Outreach;                 |
| (2) Congregate meals screening;                   | (6) Screening and Assessment; |
| (3) Home delivered meals;                         | (7) Shopping Assistance; and  |
| (4) Nutrition education and nutrition counseling; | (8) Telephone Reassurance     |

**2.1.5.1 Nutrition Service Operations**

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

**2.1.5.2 Prescribed Nutritional Requirements**

The Contractor will ensure that each meal provided under this Contract must meet the following criteria:

- (1) Comply with the current Dietary Guidelines for Americans, published by the Secretaries of the DHHS and the USDA; and
- (2) Provide a minimum of 33 1/3 percent of the dietary reference intakes/adequate intakes for an age 70+ female as established by the Food and Nutrition Board of the National Academy of Sciences.

**2.1.6 CARES Act for Family Caregiver Support Services under Title III-E of the Older Americans Act**

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

- |                                  |   |
|----------------------------------|---|
| (1) Adult Day Care;              | (8) Outreach;                                       |
| (2) Adult Day Health Care;       | (9) Powerful Tools for Caregivers;                  |
| (3) Caregiver Training/Support;  | (10) Respite Services (In-Home and Facility Based); |
| (4) Counseling (Gerontological); | (11) Screening/Assessment;                          |
| (5) Counseling (Mental Health);  | (12) Telephone Reassurance; and                     |
| (6) Education/Training;          | (13) Transportation.                                |
| (7) Financial Risk Reduction;    |   |

**2.1.7 Caregiver Support Supplemental Services (IIIES Program):** The following services are provided to complement the care provided by caregivers.

- (1) Chore Services;
- (2) Housing Improvement;
- (3) Legal Assistance;
- (4) Material Aid; and
- (5) Specialized Medical Equipment, Services, and Supplies.

**2.1.8 Caregiver Support Grandparent Services (IIIEG Program):** Services for grandparents or older individuals who are relative caregivers designed to help meet their caregiving obligations include:

- |                                 |                           |
|---------------------------------|---------------------------|
| (1) Caregiver Training/Support; | (7) Screening/Assessment; |
| (2) Child Day Care;             | (8) Shopping Assistance;  |

- |  |                                 |
|--|---------------------------------|
| (3) Counseling (Gerontological and Mental Health); | (9) Sitter;                     |
| (4) Education/Training;                            | (10) Telephone Reassurance; and |
| (5) Legal Assistance;                              | (11) Transportation.            |
| (6) Outreach;                                      |                                 |

### **2.1.9 Use of Volunteers to Expand the Provision of Available Services**

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. The Contractor shall provide a quarterly report of volunteer activities and services in a format provided by the Council.

## **2.2 Staffing Requirements**

### **2.2.1 Staffing Levels**

The Contractor shall dedicate the staff necessary as required to meet the obligations of the contract.

### **2.2.2 Professional Qualifications**

The Contractor shall ensure that the staff responsible for performing this Contract have the qualifications as specified in the DOEA Programs and Services Handbook.

### **2.2.3 Use of Subcontractors**

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

The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor agreement executed. In accordance with Section 23 of the Master Contract JM020-10-2022, the Council will not be responsible or liable for any obligations or claims resulting from such action.

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

#### **2.2.3.1 Monitoring Performance of Subcontractors**

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

## **2.3 Contractor Outreach Reporting Requirements**

The Contractor shall document its performance of outreach activities for the entire catchment area as specified in your Service Provider Application, by establishing a uniform reporting format that includes the following: number and type of provider events or activities; date and location; total number of participants at each event or activity; individual service needs identified; and referral sources or information provided. The Contractor shall provide a report on outreach activities quarterly. The report will be due by the 10<sup>th</sup> of the month following the end of the quarter.

## **2.4 Grievance and Complaint Procedures**

### **2.4.1 Grievance Procedures**

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

### **2.4.2 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, DOEA Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature, and the determination of each complaint.

### **2.4.3 Legal Provider Grievance Procedures**

Legal Providers must have an internal grievance procedure that addresses both denials of service and complaints by clients about the manner or quality of legal assistance. Grievance policies that comport with requirements of the Legal Services Corporation as provided in 45 CFR Part 1621 are sufficient to meet this standard. At a minimum, the procedure must provide applicants with:

- (1) Adequate notice of the grievance procedures;
- (2) Information on how to file a grievance or complaint, and;
- (3) An opportunity for review of the complaint by the Legal Provider's Executive Director or the Executive Director's designee.

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

## **2.5 SERVICE TIMES**

The Contractor shall ensure the provision of the services listed in the contract during normal business hours unless other times are more appropriate to meet the performance requirements of the contract, and it shall monitor its subcontractors 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. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm, except on holidays.

## **2.6 DELIVERABLES**

### **2.6.1 Programmatic Operations and Administration**

The Contractor shall ensure the provision of services outlined in this Contract in accordance with the DOEA Programs and Services Handbook through its review of reports outlined in ATTACHMENT I, Section 2.7 of this Contract at least as follows:

- (1) monthly review of surplus/deficit reports and CIRTTS data accuracy reports; and
- (2) annual review of service cost report.

## **2.7 REPORTS**

The Contractor shall respond to additional routine and/or special requests for information and reports required by the Council in a timely manner as determined by the Council's Contract Manager.

The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Council's reporting requirements.

### **2.7.1 Service Provider Application Update and All Revisions Thereto**

The Contractor is required to submit a Service Provider Application update wherein the Council enters CARES specific data in CIRTTS.

### **2.7.2 Client Information and Registration Tracking System (CIRTTS) Reports**

The Contractor shall input CARES specific data into CIRTTS to ensure CIRTTS data accuracy. The Contractor shall use CIRTTS generated reports which include the following:

- |                         |                                  |
|-------------------------|----------------------------------|
| (1) Client Reports;     | (4) Miscellaneous Reports;       |
| (2) Monitoring Reports; | (5) Fiscal Reports; and          |
| (3) Services Reports;   | (6) Outcome Measurement Reports. |

### **2.7.3 Service Costs Reports**

The Contractor is required to submit annual service cost reports that reflect actual costs of providing each service by the program. This report provides information for planning and negotiating unit rates. This report is due 30 days after end of contract period.

### **2.7.4 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 business day of each month. This report is for all agreements and/or contracts between the Contractor and the Council. The report will include the following:

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

## **2.8 RECORDS AND DOCUMENTATION**

The Contractor shall maintain all contract related records and documentation that shall be available to the Council or authorized individuals, such as, the DOEA and the Department of Finance Services, upon request. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any system designated by the DOEA and the Council. Maintenance includes valid exports and backups of all data and systems according to the DOEA

standards. Data must be usable and must be maintained in a format that is readable to the DOEA and the Council.

### **2.8.1 CIRTS Data and Maintenance**

The Contractor will ensure the collection and maintenance of client and service information on a monthly basis from the CIRTS or any other system designated by the Council. Maintenance includes ensuring that all data is accurate and current and performing valid exports and backups of all data and systems according to the DOEA standards.

**2.8.2** Each Contractor and subcontractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources 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.

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

### **2.8.4 CIRTS Address Validation**

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

## **2.9 PERFORMANCE SPECIFICATIONS**

**2.9.1 Outcomes and Outputs (Performance Measures)** – At a minimum, the Contractor must:

- (1) The Contractor shall ensure services provided under this Contract are in accordance with the current DOEA Programs and Service Handbook, the Contractor's Service Provider Application and the Service Tasks described in ATTACHMENT I, Section 2.1.
- (2) The Contractor shall timely submit to the Council all reports described in ATTACHMENT I, Section 2.7 REPORTS.
- (3) The Contractor shall timely submit to the Council all information described in ATTACHMENT I, Section 2.7 RECORDS AND DOCUMENTATION.

**2.9.2** The Contractor shall develop and document strategies in the Service Provider Application to support the Council's standard of performance achievement, including increases in the following:

- (1) Percentage of most frail elders who remain at home or in the community instead of going into a nursing home;
- (2) Percentage of Adult Protective Services (APS) referrals who are in need of immediate services to prevent further harm who are served within 72 hours;
- (3) Percentage of new service recipients whose ADL assessment score has been maintained or improved;

- (4) Percentage of new service recipients whose IADL assessment score has been maintained or improved;
- (5) Percentage of clients who are at imminent risk of nursing home placement who are served with community based services;
- (6) Percentage of active clients eating two or more meals per day; and
- (7) After service intervention, the percentage of caregivers who self-report being very confident about their ability to continue to provide care.

The Contractor's performance of these measures will be reviewed and documented in the Council's annual monitoring reports.

## **2.10 CONTRACTOR'S FINANCIAL OBLIGATIONS**

### **2.10.1 Consumer Contributions**

Consumer contributions are to be used under the following terms:

- (1) The Contractor assures compliance with Section 315 of the Older Americans Act as amended in 2006, in regard to consumer contributions;
- (2) Voluntary contributions are not to be used for cost sharing or matching;
- (3) Accumulated voluntary contributions are to be used prior to requesting federal reimbursement; and
- (4) Voluntary contributions are to be used only to expand services.

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

The Contractor is expected to spend all federal, state, and other funds provided by the Council for the purpose specified in the contract. 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 other Agencies during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

**2.10.3** The Contractor agrees to distribute funds as detailed in the Service Provider Application and the Budget Summary, ATTACHMENT IV. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Finance Director will issue a budget revision letter. Any changes in the amount of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

### **2.10.4 CARES Act Funds**

The Contractor assures compliance with Section 306 of the Older Americans Act, as amended in 2006, that funds received under CARES will not be used to pay any part of a cost (including an administrative cost) incurred by the Contractor to maintain a contractual or commercial relationship that is not carried out to implement Title III.

## **2.11 CONTRACTOR'S RESPONSIBILITIES**

### **2.11.1 Contractor Unique Activities**

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

### **2.11.2 Coordination with Other Providers and/or Entities**

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

## **2.12 COUNCIL'S RESPONSIBILITIES**

**2.12.1 Council's Obligations** – The Council may provide technical support to assist the Contractor in meeting the requirements of this Contract.

**2.12.2 Council's Determinations** - The Council reserves the exclusive right to make certain determinations in the tasks and approaches. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

### **2.12.3 Contract Monitoring and Evaluation Methodology**

The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring shall be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit. The Council's determination of acceptable performance will be conclusive. The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables.

The Council may use, but is not limited to, one or more of the following methods for monitoring:

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

The Council shall conduct at least one onsite technical assistance visit per year. During this technical assistance visit, the Contractor will arrange for observation of the delivery of service provided to seniors in the local community. The technical assistance visit will consist of training and open discussions necessary to assist with understanding and comply with the contract.

## **2.13 Program Highlights**

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

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

### **3.1 General Statement of Method of Payment**

The method of payment for this Contract includes a fixed rate for services. The Contractor shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The Contractor shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the Council on forms 106 and 105, ATTACHMENT V.

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

### **3.2 Invoice Submittal and Requests for Payment**

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

**3.2.2** The Contractor shall include with its request for payment documentation of services provided, the units of services provided, and the rates for the services provided in conformance with the requirements as described in this ATTACHMENT I and ATTACHMENT IV, Budget Summary. Each deliverable must be received and accepted by the Council before payment is made.

**3.2.3** The Contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation shall be provided upon request to the Council or the DOEA.

**3.2.4** Any payment due by the Council under the terms of this contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 26 of the Master Contract.

### **3.3 Documentation for Payment**

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

**3.3.1** The Contractor will enter all required data per the CIRTSS Policy Guidelines for clients and services in the CIRTSS database. The data must be entered into the CIRTSS before the Contractor can submit their request for payment and expenditure reports to the Council. The Contractor shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Council.

**3.3.2** The Contractor will run monthly CIRTSS reports and verify client and service data in the CIRTSS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council. All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract. The



schedule for submission of advance requests (when available) and invoices is ATTACHMENT III, Invoice Report Schedule, to this Contract. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in ATTACHMENT IV, Budget Summary.

**3.3.3** Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Section 26 of the Master Contract.

**3.3.4** Contractor shall ensure compliance with evidence-based programs. Should the Contractor not comply with the research design of the program, reimbursement for services will be at the sole discretion of the Council.

### **3.4 Date for Final Request for Budget Revisions**

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

#### **3.4.1 Date for Final Request for Payment**

The final request for payment will be due to the Council no later than October 20, 2021.

### **3.5 Incident Reporting**

**3.5.1** 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 Master Contract by reference. Such notice shall be made orally to the Council's Contract Manager (by telephone) with an email to immediately follow.

### **3.6 Enforcement**

The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:

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

**3.6.1** 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 Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

### **3.7 Remedies-Nonconforming Services**

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

If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the request for payment form certifies maintenance of supporting documentation and acknowledgment that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

### **3.8 Consequences for Noncompliance**

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

#### **3.8.1 Corrective Action Plan**

If at any time the Contractor is notified by the Council's Contract Manager that it has failed to correctly, completely, adequately perform contract deliverables identified in this Contract, the Contractor will have ten (10) days to submit a CAP to the Council's Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Contract Manager. The Council shall assess a financial consequence for noncompliance on the Contractor as referenced in ATTACHMENT I, Section 3.8.2 of this Contract for each deficiency identified in the CAP, which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.

If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section 3.8.2 of this Contract from the payment for the invoice of the following month.

If the Contractor fails to timely submit a CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section 3.8.2 of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

If, or to the extent, there is any conflict between ATTACHMENT I, Section 3.8, and Section 39. of the Master Contract, Section 3.8 shall have precedence.

#### **3.8.2 Financial Consequences**

The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in ATTACHMENT I, Section 2.1 of this Contract. The following financial consequences will be imposed if the deliverables stated do not

meet in part or in whole the performance criteria as outlined in ATTACHMENT I, Section 2.9 of this Contract.

Failure to comply with established assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section 3.8.

Failure to perform management and oversight of Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section 3.8.

Failure to timely submit a CAP within 10 business days after notification of a deficiency by the Council Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section 3.8.

Failure to provide services in accordance with the current DOE Programs and Services Handbook, the service tasks described in ATTACHMENT I, Section 2.1, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin on the 11<sup>th</sup> business day following the Council's notification that it has failed to correctly, completely, adequately perform contract deliverables identified in this Contract.

END OF ATTACHMENT I

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

**Note:** Title 2 CFR & 2 CFR Part 200, as revised, and Section 215.971, F.S. requires that the information about Federal Programs and State Projects included in Attachment I of the Master Contract be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

**1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSISTS OF THE FOLLOWING:**

Program Title	Year	Funding Source	CFDA#	Fund Amounts
CARES Act for Supportive Services under Title III-B	2020	U.S. Dept. of Health and Human Services	93.044	\$37,800.00
CARES Act for Supportive Services under Title III-E	2020	U.S. Dept. of Health and Human Services	93.052	\$21,658.89
<b>TOTAL FUNDS CONTAINED IN THIS CONTRACT:</b>				<b>\$59,458.89</b>

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

**FEDERAL FUNDS:**

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

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
<b>TOTAL STATE AWARD</b>			

**MATCHING RESOURCES FOR FEDERAL PROGRAMS**

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
<b>TOTAL AWARD</b>			<b>\$</b>

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

**STATE FINANCIAL ASSISTANCE**

Section 215.97, F.S., Chapter 69I-5, FL Admin Code, Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules, and regulations.

**ATTACHMENT III****OLDER AMERICANS ACT PROGRAM****INVOICE REPORT SCHEDULE**

Report #	Based On	Due Date
1	April 2020 Expenditure Report	May 8
2	May 2020 Expenditure Report	June 5
3	June 2020 Expenditure Report	July 8
4	July 2020 Expenditure Report	August 7
5	August 2020 Expenditure Report	September 7
6	September 2020 Expenditure Report	October 7
7	October 2020 Expenditure Report	November 6
8	November 2020 Expenditure Report	December 7
9	December 2020 Expenditure Report	January 8
10	January 2021 Expenditure Report	February 6
11	February 2021 Expenditure Report	March 7
12	March 2021 Expenditure Report	April 8
13	April 2021 Expenditure and Closeout Report	May 8
14	May 2021 Expenditure Report	June 5
15	June 2021 Expenditure Report	July 8
16	July 2021 Expenditure Report	August 7
17	August 2021 Expenditure Report	September 7
18	September 2021 Expenditure Report	October 7
19	Final Expenditure Report & Closeout	October 20

Note # 1: Submission of expenditure reports may or may not generate a payment request. If the final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 2: Reports submitted after the 10th of the month will be processed the following month. This rule will be strictly enforced.

**ATTACHMENT IV****CARES ACT****BUDGET SUMMARY – CARES TITLE III B**

<b>FIXED SERVICES</b>	<b>Total Units</b>	<b>Unit Rate</b>	<b>Federal Funds</b>	<b>Council Match Funds</b>	<b>Total Reimbursement</b>
Telephone Reassurance	4,000	\$9.45	\$37,800.00	\$0.00	\$37,800.00
<b>TOTAL III B CONTRACT AMOUNT</b>			<b>\$37,800.00</b>	<b>\$0.00</b>	<b>\$37,800.00</b>

**BUDGET SUMMARY – CARES TITLE III E**

<b>FIXED SERVICES</b>	<b>Total Units</b>	<b>Unit Rate</b>	<b>Federal Funds</b>	<b>Council Match Funds</b>	<b>Total Reimbursement</b>
Telephone Reassurance	2,292	\$9.45	\$21,658.89	\$0.00	\$21,658.89
<b>TOTAL III E CONTRACT AMOUNT</b>			<b>\$21,658.89</b>	<b>\$0.00</b>	<b>\$21,658.89</b>
<b>TOTAL CONTRACT AMOUNT</b>			<b>\$59,458.89</b>	<b>\$0.00</b>	<b>\$59,458.89</b>

## ATTACHMENT V

CONTRACT #:  
PROV YYYY

RECEIPTS AND UNIT COST REPORT  
Program

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

PROV YYYY

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM  
PROGRAM

## FUNDING SOURCE

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

PSA #10 FORM 106C, Dated July 97

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

DESC: PROV PROG MM/YYYY

VENDOR ID: P-PROV

ACCOUNT #: 20.20.10.JXXXXX00.XXXX.XXX

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

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



## ATTACHMENT VI

### CERTIFICATIONS AND ASSURANCES

DOEA will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

### **A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS.**

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

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

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

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

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative.

agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).**

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the 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 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 Council.
6. 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;

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 DOE and the United States have the right to seek judicial enforcement of the assurance.

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

**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 CERTIFICATION AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.**

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Contract and the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs, including any costs for investigation that led to the finding of false certification.

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

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

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the

- comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
  3. If this Contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
  4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
  5. The Contractor and any Subcontractors of services under this Contract warrant 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 Contract and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire Contract term.

The Contractor shall require that the language of this certification be included in all subcontract, subgrants, and other agreements and that all subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by OMB 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 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 of 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 10.1 of the Master Contract, and 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 Contract or services performed thereunder.
  - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the 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 (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   X   provide for institutional memberships.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available of inspection if applicable, as stated above.

By execution of this Contract, Contractor must include these provisions (A-I) in all related subcontract agreements (if applicable).

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

\_\_\_\_\_  
Signature and Title of Authorized Representative

\_\_\_\_\_  
Date

**City of Pembroke Pines, Florida / Southwest Focal Point Senior Center**  
Contractor

301 NW 103rd Avenue  
Pembroke Pines, FL 33026

**ATTACHMENT VII**

[Enter agency Logos]  
[Enter Name of Organization]  
**Health & Wellness Program (OA3D)**  
[Enter PSA Number]  
**Sign-in-Sheet**

**Date:** \_\_\_\_\_ **Start Time:** \_\_\_\_\_ **End Time:** \_\_\_\_\_

**Location Name (ie. Senior Center):** \_\_\_\_\_

**Address (include City, State, Zip Code):** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Funded by:** \_\_\_\_\_

**Topic:** \_\_\_\_\_ **# of Seniors:** \_\_\_\_\_

**Name & Title of Presenter:** \_\_\_\_\_

#	Printed Name	Signature
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

[Name of organization]

[Enter address]

[enter city, state, zip code]

[enter phone number and fax number]

[enter web address]

## ATTACHMENT VIII

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

City of Pembroke Pines, Florida / Southwest Focal Point Senior Center	County Broward	AAA/Contractor PSA10
301 NW 103rd Avenue	Completed By Jay Shechter	
Pembroke Pines, FL 33026	Date 8/11/2020	Phone 954-4506-888

**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: Broward County-Community based supportive services, in-home services and nutrition program for clients 60+.

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
1,748,006	63.1%	26.7%	25.1%	14.2%	51.6%		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
15	33%	13%	53.3%	46.7%			

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date: 9

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
4,173	77%	15%	48%	51%	77%		

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
8	90%	5%	5%	0%	100%	0%	

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

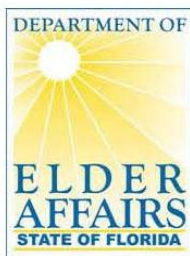


**INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST**

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 DOE A 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 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.

## ATTACHMENT IX



## BACKGROUND SCREENING

### Affidavit of Compliance - Employer

**AUTHORITY:** This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term “employer” means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is “a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client’s living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers.” § 430.0402(1)(b), Fla. Stat.

**ATTESTATION:**

As the duly authorized representative of City of Pembroke Pines/Southwest Focal Point Senior Center

*Employer Name*

located at 301 NW 103rd Avenue Pembroke Pines FL 33024,  
*Street Address* *City* *State* *ZIP code*

I, Charles F. Dodge do hereby affirm under penalty of perjury  
*Name of Representative*

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

\_\_\_\_\_  
 Signature of Representative

\_\_\_\_\_  
 Date

STATE OF FLORIDA, COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name of Representative) who is personally known to me or produced \_\_\_\_\_ as proof of identification.

\_\_\_\_\_  
 Print, Type, or Stamp Commissioned Name of Notary Public

\_\_\_\_\_  
 Notary Public