

LOCAL SERVICE PROGRAMS

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council”, and **City of Hollywood, Florida / Fred Lippman Multi-Purpose Center**, hereinafter referred to as the “Contractor”, and collectively referred to as the “Parties.”

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 of 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:

The contract will incorporate attachments, proposal(s), area plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals, or desk books and Master Contract number JM014-29-2017, as an integral part of the contract, except to the extent that the contract explicitly provides 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 will begin on July 1, 2017 or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, local time in Tallahassee, Florida, on June 30, 2018.

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 **\$228,000.00** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

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

1. The name, address, and telephone number for the Council for this Contract is:

Edith Lederberg, Executive Director
Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351 Tel#: 954-745-9567

2. The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:

Marjorie Cooper, Elder Grant Coordinator

City of Hollywood, Florida
Fred Lippman Multi-Purpose Center
PO Box 229045, Hollywood, FL 33022-9045

Tel#: 954-921-3408

3. In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.
4. The name (Contractor name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made:
City of Hollywood, Florida
Fred Lippman Multi-Purpose Center
PO Box 229045, Hollywood FL 33022-9045
5. The name, address, and telephone number of the Contract Manager for the Council for this contract is:
Natalia Cevallos
Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351 Tel#: 954-745-9567

6. All Terms and Conditions Include:

This contract and its Attachments I-VII, 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 27 page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

**City of Hollywood, Florida /
Fred Lippman Multi-Purpose Center**

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

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY:

SIGNED BY:

NAME:

THEODORA WILLIAMS

NAME:

TITLE:

PRESIDENT

TITLE:

DATE:

DATE:

FEDERAL ID NUMBER: 59-6000338

FISCAL YEAR-END DATE: June 30

ATTACHMENT I

**LOCAL SERVICE PROGRAM
STATEMENT OF WORK**

SECTION I: SERVICES TO BE PROVIDED

1.1. DEFINITIONS OF TERMS AND ACRONYMS

1.1.1. Contract Acronyms

Assessed Priority Consumer List (APCL)
Client Information and Registration Tracking System (CIRTS)
Corrective Action Plan (CAP)
Department of Elder Affairs (DOEA)
Local Services Program (LSP)
Planning and Service Area (PSA)
Service Provider Application (SPA)

1.1.2. Program Specific Terms

Area Plan: A plan developed by the Council outlining a comprehensive and coordinated service delivery system, in the respective planning and service area, in accordance with the Section 306 of the Older Americans Act (42 U.S.C. 3026), and Department of Elder Affairs instructions. The Area Plan includes performance measures and unit rates per service offered per county.

Area Plan Update: A revision to the area plan wherein the Council enters LSP specific data in the Client Information and Registration Tracking System (CIRTS). An update may also include other revisions to the area plan as instructed by the Department of Elder Affairs.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain independent and in the least restrictive living arrangement. DOEA Form 701B is used by case managers to conduct the functional assessment.

Proviso: Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

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. GENERAL DESCRIPTION

1.2.1. General Statement

Local Services Program provides funding to expand long-term care alternatives enabling elders to maintain an acceptable quality of life in their own homes and avoid or delay nursing home placement. The LSP provides community-based services to preserve elder independence, support caregivers, and target at-risk persons. Through the provision of meals, transportation services,

caregiver support, in-home services and expanded respite and day care services, LSP assist elders to live in the least restrictive environment that meets their needs.

1.2.2. Authority

The relevant authority governing the LSP Program includes:

- (1) Sections 430.201 – 430.207, Florida Statutes;
- (2) Chapter 58C, Florida Administrative Code;
- (3) The State of Florida General Appropriations Act; and
- (4) The Catalog of State Financial Assistance (CSFA) Number 65009.

1.2.3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of LSP. The Contractor will provide services in a manner consistent with and described in the service provider application and the current Department of Elder Affairs Programs and Services Handbook.

1.3. INDIVIDUALS TO BE SERVED

1.3.1. General Description

The LSP is targeted to elders who are able to maintain an acceptable quality of life in their own home through the receipt of long-term care alternatives that assist them in delaying or avoiding nursing home placement.

1.3.2. Individual Eligibility

In order to receive services under this contract, an applicant must:

- (1) Be 60 years of age or older unless otherwise specified in Proviso authorizing the service; and
- (2) Not be enrolled in any Medicaid capitated long-term care program.

1.3.3. Targeted Groups

Priority for services provided under this contract shall be given to those eligible persons assessed to be at risk of placement in an institution or as otherwise specified in the authorizing Proviso.

SECTION II: MANNER OF SERVICE PROVISION

2.1. SERVICE TASKS

In order to achieve the goals of LSP, the Contractor shall ensure the following tasks are performed:

- (1) Client Eligibility Determination;
- (2) Assessment and Prioritization of Service Delivery for New Clients; and
- (3) Delivery of Services to Eligible Clients; and
- (4) Supporting and Monitoring the Performance of subcontractors (if applicable).

2.1.1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this Attachment I, Section 1.3.

2.1.2. Assessment and Prioritization of Service Delivery for New Clients

The Contractor shall ensure the following criteria are used to prioritize new clients in the sequence

below for service delivery. It is not the intent of the Council to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

- (1) Imminent Risk individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within a month or very likely within 3 months.
- (2) Service priority for individuals not included in (1) above, regardless of referral source, will be determined through the Department's functional assessment administered to each applicant, to the extent funding is available. The Contractor shall ensure that first priority is given to applicants at the higher levels of frailty and risk of nursing home placement.
- (3) Service priority shall ensure clients who reside in Broward County are served prior to clients who reside outside of Broward County.

2.1.3. Delivery of Services to Eligible Clients

The Contractor shall ensure the provision of a continuum of services addressing the diverse needs of functionally impaired elders. The Contractor shall ensure services are performed in accordance with the current Department of Elder Affairs Programs and Services Handbook. Service categories include:

Adult Day Care	Health Promotion	Personal Care
Adult Day Health Care	Home Delivered Meals	Physical Therapy
Caregiver Training/Support	Home Health Aide Service	Recreation
Case Aide	Homemaker	Referral/Assistance
Case Management	Housing Improvement	Respite (Facility Based)
Chore	Information	Respite (In-Home);
Chore (Enhanced)	Intake	Screening/Assessment
Companionship	Interpreter/Translating	Shopping Assistance
Congregate Meals	Legal Assistance	Skilled Nursing Services
Congregate Meals (Screening)	Material Aid	Speech Therapy
Counseling (Mental Health/ Screening)	Medication Management	Specialized Medical Equipment, Service and Supplies
Counseling (Gerontological)	Nutrition Counseling	Telephone Reassurance
Education/Training	Nutrition Education	Transportation
Emergency Alert Response	Occupational Therapy	
Escort	Other	
	Outreach	

2.1.4. 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.

- 2.1.4.1.** The Contractor shall not permit a Subcontractor to perform services related to this agreement without having a binding Subcontractor agreement executed. In accordance with Paragraph 23.1

of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

2.1.4.2. Monitoring the Performance of Subcontractors

The Contractor shall monitor at least once per year of each Subcontractors, Subrecipients, Vendors and/or Consultants 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 ensure that time schedules are met, the budget and scope of work are accomplished within the specific time periods and other performance goals stated in this contract are achieved.

2.2. STAFFING AND SERVICE TIMES REQUIREMENTS

2.2.1. The Contractor shall ensure the provision of the services listed in this contract are available at times appropriate to meet client service needs, at a minimum, during normal business hours, or as otherwise specified in Proviso or the Contractor's approved service provider application. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm.

2.2.2. The Contractor shall dedicate the staff necessary to meet the obligations of this contract. The Contractor shall ensure that the staff responsible for performing any duties or functions within this contract have the qualifications as specified in the DOEA Programs and Services Handbook.

2.3. DELIVERABLES

2.3.1. Service Unit

The Contractor shall provide the services described in this contract in accordance with the Department of Elder Affairs Programs and Services Handbook and the service tasks described in this Attachment I, Section 2.1. Attachment IV lists the services that can be performed under this contract. Units of service will be paid pursuant to the rate established in the Service Provider Application and approved by the Council.

2.4. REPORTS

The Contractor shall respond to additional routine and/or special requests required by the Council in a timely manner as determined by the Contract Manager. The Contractor shall establish due dates for any subcontractors that permit the Contractor to meet the Council and/or the Department of Elder Affairs' reporting requirements.

2.4.1. Service Provider Application Update and All Revisions Thereto

The Contractor is required to submit a service provider application update, wherein the Council enters new information or revisions to LSP specific data, into Client Information and Registration Tracking System (CIRTS).

2.4.2. Client Information and Registration Tracking System (CIRTS)

The Contractor shall input LSP specific data into CIRTS to ensure CIRTS data accuracy. The Contractor shall use CIRTS generated reports, which include the following:

- (1) Client Reports;
- (2) Monitoring Reports;
- (3) Services Reports;
- (4) Miscellaneous Reports;

- (5) Fiscal Reports; and
- (6) Outcome Measurement Reports

2.4.3. Service Costs Reports

The Contractor is required to submit to the Council a semi-annual and annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The first semi-annual report encompassing the six months ending 12/31/2017 is due on February 19, 2018. The second semi-annual report encompassing the twelve months ending 6/30/2018 is due on August 20, 2018.

2.4.4. Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council to the Council's Contract Manager by the 5th 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 resolution of spending issues, if applicable
- (5) Number of clients currently on Assessed Priority Consumer List (APCL) that receive a priority ranking score of 4 or 5; and
- (6) Number of clients currently on the APCL designated as Imminent Risk.

2.4.5. Program Highlights

The Contractor shall submit Program Highlights referencing specific events that occurred in SFY/FFY 2016-2017 by September 1, 2017. The Contractor shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight. The Contractor shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the Council.

- 2.4.6.** During the term of this contract, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, Attachment B of Master Contract number JM014-29-2017.

2.5. RECORDS AND DOCUMENTATION

- 2.5.1.** The Contractor shall ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRTS) or any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

- 2.5.2.** 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 will be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location. The 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 will be made available to the Council upon request.

2.6. PERFORMANCE SPECIFICATIONS

2.6.1. Outcomes

- (1) Ensure the prioritization and service provision of clients in accordance with Section II.A.1-3. of this contract;
- (2) The Contractor shall ensure services provided under this contract are in accordance with the current Department of Elder Affairs Programs and Service Handbook;
- (3) The Contractor shall timely submit to the Council all reports described in this Attachment I, Section 2.4. REPORTS;
- (4) The Contractor shall timely submit to the Council all information described in this Attachment I, Section 2.5. RECORDS AND DOCUMENTATION by the due dates assigned by the Council.

2.7. CONTRACTOR'S RESPONSIBILITIES

2.7.1. Use of Service Dollars and Assessed Priority Consumer List Management

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

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

Notwithstanding that services for which the Contractor is held accountable involve coordination 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 Contractor is obligated to perform pursuant to this contract.

2.8. COUNCIL'S RESPONSIBILITIES

2.8.1. Program Guidance and Technical Assistance

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

2.8.2. Council 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.

2.8.3. Contract Monitoring

The Council will review and evaluate the performance of the Contractor under the terms of this contract. Monitoring will be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit. The Council's determination of acceptable performance shall 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 customer satisfaction surveys;
- (8) Agreed-upon procedures review by an external auditor or consultant;
- (9) Limited-scope reviews; and
- (10) Other procedures as deemed necessary.

SECTION III: METHOD OF PAYMENT**3.1. GENERAL STATEMENT OF METHOD OF PAYMENT**

The method of payment for this contract includes advances and 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.

- 3.1.1.** The Contractor agrees to distribute funds as detailed in the Service Provider Application and Budget Summary, Attachment IV. Any changes in the total amounts of the funds identified on the Budget Summary Form require a contract amendment.

3.2. ADVANCE PAYMENTS

- 3.2.1.** The Contractor may request up to two months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department of Elder Affairs by the State of Florida ("budget release"). The Contractor will provide the Council's Finance Director documentation justifying the need for an advance and describing how the funds will be distributed.
- 3.2.2.** The Contractor's requests for advance require the approval of the Council's Finance Director. If sufficient budget is available, the Council will issue approved advance payments after July 1, the beginning of the contract term. The schedule for submission of advance requests (when available) is Attachment III to this contract.
- 3.2.3.** All advance payments made to the Contractor shall be returned to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number three, in accordance with the Invoice Schedule, Attachment III to this Contract. The Contractor may temporarily place advanced funds in a FDIC insured interest bearing account. All interest earned on advanced funds must be returned to the Council within twenty (20) days of the end of each quarter of the contract period.

3.3. INVOICE SUBMITTAL AND REQUESTS FOR PAYMENT

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

3.3.1. 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. Each deliverable must be received and accepted by the Council before payment is made.

3.3.2. Payment may be authorized only for allowable expenditures, which are in accord with the limits specified in the Budget Summary, Attachment IV.

3.3.3. 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.

3.4. DOCUMENTATION FOR PAYMENT

The Contractor will maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation will be provided upon request to the Council or the Department of Financial Services.

3.4.1. The Contractor shall enter all required data per the Department of Elder Affairs' CIRTIS Policy Guidelines for clients and services in the CIRTIS database. The data must be entered into the CIRTIS before the subcontractors submit their request for payment and expenditure reports to the Contractor. The Contractor will establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Council.

3.4.2. The Contractor is required to run monthly CIRTIS reports and verify that client and service data in the CIRTIS 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.

3.4.3. Date for Final Request for Budget Revisions

Final requests for budget revision or adjustments to contract funds based on expenditures for services provided through June 30, 2018, must be submitted to the Contract Manager and the Finance Director, no later than June 29, 2018.

3.4.4. Date for Final Request for Payment

The final request for payment will be due to the Council no later than July 27, 2018.

3.4.5. 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 acknowledgement 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.

3.5 CONSEQUENCES FOR NON-COMPLIANCE

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

3.5.1. Corrective Action Plan

If at any time the Contractor is notified by the Council's Contract Manager that it has failed to correctly, completely, or adequately perform these deliverables, the Contractor will have ten (10) days to submit a Corrective Action Plan (CAP) to the Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Contract Manager. The Council shall assess a Financial Consequence for Non-Compliance on the Contractor 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.

3.5.2. In the event Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the deficiency is not corrected.

3.5.3. If Contractor fails to timely submit a CAP plan, the Council shall deduct 1% of the monthly value of the administrative funds in the contract for each day the CAP is overdue, beginning the 11th day after notification by the contract manager of the deficiency. The deduction will be made from the payment for the invoice of the following month.

3.5.4. If, or to the extent, there is any conflict between Sections 3.5 – 3.5.4 and Section 39.1 of the Master Contract, subsections 3.5 – 3.5.4 shall have precedence.

3.5.5. 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 Section II.D of this contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in Section II. D. of this contract.

3.5.6. Delivery of services to eligible clients as referenced in Section II.A.1-2 and Section II.D.1 of this contract – Failure to comply with established assessment and prioritization criteria, as evidenced by CIRT reports, will result in a 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 Section III.H.

3.5.7. Administrative duties as referenced in Section II.D.3 of this contract – Failure to perform management and oversight of LSP 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 Section III.H.

- 3.5.8.** Timely submission of a CAP – Failure to timely submit a CAP within 10 business days after notification of a deficiency by the DOEA Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin 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 Section III.H.

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

Program Title	Year	Funding Source	CFDA/ CSFA #	Amount
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				

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

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Local Services Program	General Revenue	65009	\$228,000.00
TOTAL AWARD			\$228,000.00

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

ATTACHMENT III

LOCAL SERVICES PROGRAM
INVOICE REPORT SCHEDULE

<u>Report Number</u>	<u>Based On</u>	<u>Due to Council On This Date</u>
1	July Advance*	July 1
2	August Advance*	July 1
3	July Expenditure Report	August 5
4	August Expenditure Report	September 7
5	September Expenditure Report	October 7
6	October Expenditure Report	November 7
7	November Expenditure Report	December 7
8	December Expenditure Report	January 6
9	January Expenditure Report	February 7
10	February Expenditure Report	March 7
11	March Expenditure Report	April 7
12	April Expenditure Report	May 5
13	May Expenditure Report	June 7
14	June Expenditure Report	July 10
15	Final Expenditure	July 28

Legend: * Advance based on projected cash need.

Note # 1: Report #1 and #2 for Advance Basis Contracts cannot be submitted to the Department of Financial Services (DFS) prior to July 1 or until the Contract with the Council has been executed and a copy sent to DFS. Actual submission of the vouchers to DFS is dependent on the accuracy of the expenditure report.

Note # 2: Report numbers 3 through 14 will reflect an adjustment of one tenth of the total advance amount, on each of the reports respectively, repaying advances on the contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month will be processed the following month. This rule will be strictly enforced.

ATTACHMENT IV

LOCAL SERVICE PROGRAMS

BUDGET SUMMARY

FIXED SERVICES	Total Units	Unit Rate	LSP Funds	Total Reimbursement
Recreation	102	\$1,868.38	\$190,574.76	\$190,574.76
Transportation	2,929	\$12.78	\$37,425.24	\$37,425.24
TOTAL LSP AGREEMENT AMOUNT			\$228,000.00	\$228,000.00

ATTACHMENT V

Sub Contractor for PSA #10
ADRC of Broward County

CONTRACT # JL117-xx-2018

**RECEIPTS AND UNIT COST REPORT
LOCAL SERVICE PROGRAM**

PROVIDER NAME, ADDRESS, PHONE # and FEID# PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	FUNDING SOURCE: LOCAL SERVICE PROGRAM (LSP)	THIS REPORT PERIOD NOVEMBER 2017 REPORT #: 5 CONTRACT PERIOD: 7/1/2017 - 6/30/2018 CONTRACT # JL117-xx-2018 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:																																								
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:35%;">PART a: INCOME / RECEIPTS</th> <th style="width:15%;">A. Approved Budget</th> <th style="width:15%;">B. Actual Receipts for</th> <th style="width:20%;">C. Total Receipts Year to Date</th> <th style="width:15%;">D. % Of Approved Budget</th> </tr> <tr> <td>1. Federal Funds</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. State Funds</td> <td align="right">\$0.00</td> <td align="right">\$0.00</td> <td align="right">\$0.00</td> <td align="center">#DIV/0!</td> </tr> <tr> <td>3. Program Income</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4. Local Cash Match</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>5. SUBTOTAL: CASH RECEIPTS</td> <td align="right">\$0.00</td> <td align="right">\$0.00</td> <td align="right">\$0.00</td> <td align="center">#DIV/0!</td> </tr> <tr> <td>6. Local In-Kind match</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>7. TOTAL RECEIPTS</td> <td align="right">\$0.00</td> <td align="right">\$0.00</td> <td align="right">\$0.00</td> <td align="center">#DIV/0!</td> </tr> </table>			PART a: INCOME / RECEIPTS	A. Approved Budget	B. Actual Receipts for	C. Total Receipts Year to Date	D. % Of Approved Budget	1. Federal Funds					2. State Funds	\$0.00	\$0.00	\$0.00	#DIV/0!	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!
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PART b: UNIT COST REPORT																																										
(A) SERVICE	(B) CONTRACT AMOUNT	(C) UNITS	(D) UNIT RATE	(E) AMOUNT EARNED THIS PERIOD	(F) AMOUNT PREV. EARNED	(G) AMOUNT EARNED YTD																																				
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CONTRACT # JL117-xx-2018

**CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
LOCAL SERVICE PROGRAM**

PROVIDER NAME, ADDRESS, PHONE & FEID # PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	TYPE OF REPORT: A. PAYMENT REQUEST: Regular X Supplemental B. METHOD OF PAYMENT: Advance Reimbursement X	THIS REQUEST PERIOD: NOVEMBER 2017 REPORT #: 5 CONTRACT PERIOD: 7/1/2017 - 6/30/2018 CONTRACT # JL117-xx-2018 PSA#: 10 <div align="right">LSP 16-17</div>	
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.			
Prepared By:	Date:	Approved By:	Date:
PART A: CONTRACT FUNDS SUMMARY	RECREATION	TRANSPORTATION	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00
3 Contract Funds Available	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:			
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (= to PSA #10 Form 105Z Part B , Column E)	\$0.00	\$0.00	\$0.00
3. Total	\$0.00	\$0.00	\$0.00
7145	7160		
PART C: NET FUNDS REQUESTED:			
1. Less Overadvance	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 4 minus Part C line 1) (Not to exceed Part A Line 5)	\$0.00	\$0.00	\$0.00
ADVANCE EARNED	\$0.00	\$0.00	\$0.00
Advance Remaining	\$0.00	\$0.00	\$0.00

PSA #10 FORM 106C, Dated July 97

AAA Office Use Only

BATCH #: _____

VENDOR ID: P-PROVIDER

DESC: F. LIPPMAN LSP MM/YYYY

ACCOUNT #: 20.20.20.JL11700.0260.132

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 74)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans And Cooperative Agreements**
- H. Verification of Employment Status Certification**

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

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

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

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

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

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

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

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. 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;

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 agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

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

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor understands and agrees that it is required to inform DOEA immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

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

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, F.S.

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 are created pursuant to section 215.473, F.S.

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

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 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 agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the 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.

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.

4. 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 Department of Elder Affairs, 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 Agreement 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 subagreements, 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 transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by OMB Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

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

Signature and Title of Authorized Representative

Date

City of Hollywood, Florida / Fred Lippman Multi-Purpose Center
Contractor

PO Box 229045, Hollywood, FL 33022-9045

ATTACHMENT VII**FINANCIAL AND COMPLIANCE AUDIT**

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Council to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the provider is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

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

In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the provider expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the provider expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from provider resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Council shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Department of Elder Affairs agreement involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

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

In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such provider, the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Council of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 2 to this agreement indicates state financial assistance awarded through the Council by this agreement. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the provider shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the provider expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the provider expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the Council shall be based on the agreement's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council agreement involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by agreement number for each agreement with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this agreement as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

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

The Council at the following address:
Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

For fiscal year 2013 and earlier to the Federal Audit Clearinghouse designated in 2 CFR §200.36 at the following address:

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

For fiscal year 2014 and later, pursuant to 2 CFR §200.512, the reporting package and the data collection form must be submitted electronically to the Federal Audit Clearinghouse.

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The provider shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

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

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

The Council at the following address:

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

The Auditor General's Office at the following address:

State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Providers, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Council or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

EXHIBIT 1**PART I: AUDIT RELATIONSHIP DETERMINATION**

Providers who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Providers who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, FAC, provider has been determined to be:

____ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

X Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

____ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations: **STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:**

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes*

2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT)
MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

Section 215.97, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

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