

**MASTER CONTRACT
FOR FEDERAL AND STATE PROGRAMS**

THIS MASTER CONTRACT is entered into between Senior Connection Center, Inc., defined as an Area Agency on Aging in accordance with section 430.203, F.S., and with section 305(c) of the Older Americans Act (OAA), as amended, hereinafter referred to as the “agency,” and Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the “subrecipient,” and collectively referred to as the “parties.”

In consideration of the mutual covenants and conditions set forth, the parties agree as follows:

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2. Purpose of Contract

The purpose of this contract is to set forth standard terms, conditions, guidelines, procedures, and requirements applicable to all program and service contracts issued by the agency. All agreements and/or contracts executed between the agency and the subrecipient during the effective period of this contract shall reference this contract by number, incorporating it therein, and shall be governed in accordance with the applicable laws, statutes and other conditions set forth in this contract.

3. Term of Contract

This contract shall become binding at twelve (12:00) A.M., Eastern Standard Time on **January 1, 2018** or on the date the contract has been signed by both parties, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time on **December 31, 2020**.

4. Definition of Terms

(1) To the extent this contract is incorporated into a contract for the expenditure of federal funds, the term “agency” shall mean a recipient as defined in 2 CFR Part 200, or its successor, and the term subrecipient shall mean a subrecipient as defined in 2 CFR Part 200, or its successor.

(2) “This contract” shall include any contract, agreement, or referral agreement incorporating this contract by reference.

(3) “Comply” and “As Applicable”: When this contract states that the subrecipient will “comply” with a designated law, rule, regulation, handbook, form, or similar provision (called a “Law” in this paragraph), the subrecipient shall comply with such Law as if the subrecipient is an entity subject to such Law. When this contract states that the subrecipient will comply with the “applicable provisions” of a Law, or comply with a Law

“as applicable,” the subrecipient will comply with such Law to the extent that such Law is, by the requirements of the Law, applicable to the subrecipient independent of any requirement of this contract.

- (4) “Contracts and Grants Manager” means the agency’s contracts and grants manager.
- (5) “Department” or “DOEA” means the state of Florida Department of Elder Affairs.
- (6) “Department of Financial Services” or “DFS” means the state of Florida Department of Financial Services.
- (7) “Grantor” means the entity that funds a particular program for which the subrecipient seeks payment.
- (8) “Service records” means all documentation and records the subrecipient is required to maintain to support and substantiate services provided to a client, including, but not limited to, registration logs signed by clients, documents describing units of service, episodes, or unit costs.
- (9) “Service Provider Application” means the subrecipient’s service provider application, as amended, and approved by the agency.
- (10) “Vendor” shall have the meaning defined in section 215.97, F.S.

5. Definitions of Acronyms

- (1) Department of Elder Affairs (DOEA)
- (2) Adult Protective Services (APS)
- (3) Planning and Service Area (PSA)
- (4) Client Information and Registration Tracking System (CIRTS)
- (5) Program and Service Contract (PSC)
- (6) Service Provider Application (SPA)

6. Incorporation of Documents

(1) This contract will incorporate attachments, proposals, service provider applications, grant agreements, relevant DOEA handbooks, manuals or desk books, Notices of Instruction, and any revisions thereto, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of a conflict in language among any of the documents referenced below, the specific provisions and requirements of applicable federal and state laws, statutes, and this contract shall prevail over the inconsistent provisions in these documents.

(2) In accordance with s. 287, F.S., as amended, and Department of Financial Services’ Chief Financial Officer Memoranda, the following memoranda are provided for informational purposes and are hereby incorporated by reference:

- (a) CFO Memo No. 02: Release date, October 3, 2012;
- (b) CFO Memo No. 06: Release date, June 27, 2012;
- (c) CFO Memo No. 01: Release date, July 26, 2012; and
- (d) CFO Memo No. 04: Release date, June 30, 2006.

7. Compliance with Federal Laws and Regulations

If any PSC contains federal funding, the subrecipient shall comply with the following federal laws and regulations. It is expressly understood that a finding that the subrecipient materially and substantially has not complied with any of the provisions of this section shall constitute a breach of this contract.

- (1) The subrecipient shall comply with the cost principles, administrative requirements, and other provisions of all

applicable federal laws and regulations including, but not limited to: the Older Americans Act of 2006, as amended, sections 215.97 and 216.348, F.S., Title 45, Code of Regulations (CFR), Part 74, and/or 45 CFR Part 92 and Part 1321, and/or 48 CFR Part 31, and Office of Management and Budget (OMB) Cost Principles 225 (A-87) and 230 (A-122), Federal Acquisition Regulation 31.2, Circulars A-133 and A-102 and 2 CFR Part 215 and Part 215 (formerly OMB Circular A-110), and any revisions to the cost principles, administrative requirements, and other provisions of all the applicable federal laws and regulations noted above, whichever are applicable to the subrecipient's organization. The subrecipient shall comply with any federal regulations that have superseded the OMB Circulars and 45 CFR Part 92, as applicable.

(2) If the PSC contains federal funds and is over \$100,000.00, the subrecipient shall comply with all applicable standards, orders or regulations issued under s. 306 of the Clean Air Act as amended [42 United States Code (U.S.C.) 7401 et. seq.], the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) code, Title 29 CFR, Part 1910.1030, s.508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The subrecipient shall report any violations of the above to the agency.

(3) The subrecipient, or an agent acting for the subrecipient, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any state legislature. If the subrecipient receives a PSC containing federal funds in excess of \$100,000.00, the subrecipient must sign the Certifications and Assurances, **ATTACHMENT I**, and return the form to the agency with this contract.

(4) In accordance with Appendix A to 2 CFR 215, the subrecipient shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.

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

(6) The subrecipient shall not employ an unauthorized alien. The agency shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation shall be cause for unilateral cancellation by the agency of this contract, and any PSC referencing this contract.

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

(8) The subrecipient shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

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

(10) To comply with Executive Order 12989, as amended, and Executive Order No. 11-116, the subrecipient agrees to utilize the U.S. Department of Homeland Security's E-Verify System (<https://e-verify.uscis.gov/emp>) to verify the employment eligibility of all new employees hired by the subrecipient during the contract term. The subrecipient

shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract, and any PSC referencing this contract, utilize the E-Verify System to verify the employment of all new employees hired by the subcontractor during the contract term. Subrecipients and their subcontractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The subrecipient must sign the Certifications and Assurances, **ATTACHMENT I**, and return the form to the agency with this contract.

8. Compliance with State Laws and Regulations

(1) This contract, and any PSC referencing this contract, is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, including Florida provisions for conflict of laws. It is expressly understood that a finding that the subrecipient materially and substantially has not complied with any of the provisions of this section shall constitute a breach of this contract.

(2) The subrecipient shall comply with requirements of s. 287.058, F.S., as amended.

(3) The subrecipient shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this contract, or any PSC referencing this contract, which the agency must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).

(4) The subrecipient shall submit invoices for fees and other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.

(5) If itemized payment for travel expenses is permitted in this contract, or any PSC referencing this contract, the subrecipient shall submit invoices for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.

(6) The subrecipient shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the subrecipient in conjunction with this contract or any PSC referencing this contract, except for those records which are made confidential or exempt by law. The subrecipient's refusal to comply with this provision shall constitute an immediate breach of contract for which the agency may unilaterally terminate this contract, and any PSC referencing this contract.

(7) If clients are to be transported under this contract, or any PSC referencing this contract, the subrecipient shall comply with the provisions of Chapter 427, F.S., and Chapter 41-2, F. A. C.

(8) Subrecipients and their subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.

(9) Pursuant to s. 287.133, F.S., a person or affiliation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

(10) The subrecipient shall comply with provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the state legislature, judicial branch or a state agency.

(11) In accordance with s. 287.135, F.S., any subrecipient on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (Lists), created pursuant to s. 215.473, F.S., is ineligible to enter into or renew a contract with the agency for goods or services of \$1 million or more. Pursuant to s. 287.135, F.S., the agency may terminate this contract, and any PSC referencing this contract, if the subrecipient is found to have submitted false certification of its status on the Lists or has been placed on the Lists. Further, the subrecipient is subject to civil penalties, attorney's fees and costs, and any costs for investigations that lead to the finding of false certification. If this contract, or any PSC referencing this contract, contains \$1 million or more, the subrecipient must sign the Certifications and Assurances, **ATTACHMENT I**, and return the form to the agency with this contract.

9. Background Screening

(1) The subrecipient shall ensure that the requirements of s. 430.0402 and ch. 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The subrecipient must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0502 and Chapter 435, F.S.

(2) Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>; and on the Agency for Health Care Administration website at http://ahca.myflorida.com/MCHQ/Central_Services/Background_Screening/BGS_results.shtml.

(3) The subrecipient shall submit to the agency with this contract a signed Certifications and Assurances, **ATTACHMENT I**.

10. Grievance and Complaint Procedures

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

(2) The subrecipient shall develop and implement written complaint procedures and ensure that subcontractors develop and implement written 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 service that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and determination of the complaint.

11. Public Records and Retention

(1) If under this contract, or any PSC referencing this contract, the subrecipient is providing services and is acting on behalf of the agency or the Department as provided under s. 119.011(2), F.S., the subrecipient, subject to the terms of s. 287.058(1)(c), F.S., and any other applicable legal and equitable remedies, shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the agency and the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the agency or the Department all public records in possession of the subrecipient upon completion or termination of this contract, and any PSC referencing this contract, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the agency in a format that is compatible with the information technology systems of the agency and the Department.

(2) The agency may unilaterally cancel this contract, and any PSC referencing this contract, notwithstanding any other provisions of this contract, for refusal by the subrecipient to comply with Section 11 of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the subrecipient in conjunction with this contract, or any PSC referencing this contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

(3) Public Records Law, Section 119.0701, Florida Statute:

For clarification purposes, the agency is not acting on behalf of the subrecipient as “acting on behalf” has been defined by Florida law, see cases cited below. This contract, or any PSC referencing this contract, is not one in which the agency provides services to the subrecipient. In addition, the agency is not a public agency, as defined under Section 119.0701, Florida Statutes.

Pursuant to Section 119.0701, Florida Statutes, a Contractor means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under Section 119.011(2). Those entities that are not acting on behalf of a public agency as provided under Section 119.011(2) are not included in the definition Contractor in Section 119.0701, Florida Statutes.

The court in *Parsons & Whittemore, Inc. v. Metropolitan Dade County*, 429 So. 2d 343, at 346 (Fla. 3d DCA 1983) noted: “We are unaware of any authority which supports the proposition that merely by contracting with a governmental agency a corporation acts ‘on behalf of the agency.’” Courts apply a multi-factor test to determine whether a private entity is acting on behalf of a public entity, see *News and Sun-Sentinel Co. v. Schwab, Twitty, Hanser Architectural Group, Inc.*, 596 So. 2d 1029, 1031 (Fla. 1992). See also Florida Attorney General Opinions, AGO 2014-06 and Informal Opinion dated December 31, 2014.

Except as may be required by the application of Section 119.0701, Florida Statutes, nothing in this contract, or any PSC referencing this contract, shall be construed as a finding by the agency that the subrecipient is acting on behalf of the agency, as provided under Section 119.011(2), Florida Statutes, so as to make the subrecipient a contractor as defined in Section 119.0701, Florida Statutes.

12. Audits, Inspections, Investigations, and Availability of Records

The Subrecipient agrees to:

(1) Submit management, program, and client identifiable data, as specified by the agency pursuant to this contract, and agreements or contracts incorporating this contract by reference. To assure that management, program, and client identifiable data is completely and accurately recorded and submitted in a timely manner and in accordance with the agency’s and the Department’s Client Information Registration and Tracking System (CIRTS) Policy Guidelines. When there is a conflict between the agency’s and the department’s CIRTS Guidelines, the subrecipient shall follow the agency’s CIRTS guidelines. Subrecipient shall ensure that provisions of this paragraph are incorporated into any subcontracts the subrecipient enters into in which the subcontractor may be required to provide information described in this paragraph.

- (2) Provide original files to the agency or the department, and allow them to be taken offsite from the subrecipient's site for reasonable periods for purposes of audit and monitoring, if requested in writing by the agency.
- (3) Establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices that sufficiently and properly reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the agency under all agreements and/or contracts covered by this contract. The subrecipient shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this contract, or any PSC referencing this contract. Whenever appropriate, financial information should be related to performance and unit cost data.
- (4) Maintain records, including paid invoices, payroll registers, travel vouchers, copy logs, postage logs, time sheets, etc., as supporting documentation for service cost reports, service records, and for administrative expenses. Original documentation will be made available upon request for monitoring and auditing purposes.
- (5) Maintain service delivery receipts signed by the client, or sign-in sheets, or other methods approved by the agency that document delivery of service to a client. Such service records shall be submitted to the agency when requested in writing by the agency.
- (6) Assure that the records described in this section shall be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the agency.
- (7) The subrecipient shall ensure that at all reasonable times for as long as records are maintained, persons duly authorized by the agency, the department and federal auditors, pursuant to 45 CFR 92.36(i)(10), will be allowed full access to and right to examine any of the subrecipient's contracts and related records and documents pertinent to this specific contract, or any PSC referencing this contract, regardless of the form in which kept.
- (8) The subrecipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General pursuant to s. 20.055, F.S.
- (9) Maintain and file with the agency such progress, program, fiscal, inventory, and other reports as the agency may require pursuant to this contract, and agreements or contracts incorporating this contract by reference, within the period of this contract. Such reporting requirements must be reasonable given the scope and purpose of the agreements and/or contracts incorporating this contract by reference. See **ATTACHMENT V**, Reports Schedule.
- (10) Provide client information and statistical data when requested by the agency or the department.
- (11) Provide to the agency or the department all fiscal information regarding services contracted to subcontractors pursuant to this contract using an application provided by the agency.
- (12) Provide the agency fiscal information using forms designated by the agency.
- (13) Provide an independent financial and compliance audit to the agency and the department as specified in **ATTACHMENT II** and ensure that all related third-party transactions are disclosed to the auditor.
- (14) Include the aforementioned audit and record keeping requirements, including **ATTACHMENT II**, in all subcontracts and assignments.
- (15) Retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to each agreement and/or PSC referencing this contract for a period of at least six (6) years after completion of the agreement(s) and/or PSC, or longer when required by law. In the event an audit is required for this contract, or any PSC referencing this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit

findings or litigation based on the terms of this contract, or any agreement and/or PSC referencing this contract, at no additional cost to the agency.

(16) Upon demand, at no additional cost to the agency, the subrecipient shall facilitate the duplication and transfer of any records or documents described in this section during the required retention period.

13. Nondiscrimination and Civil Rights Compliance

(1) The subrecipient assures that it will not discriminate against any person in the provision of services or benefits under this contract, or any PSC referencing 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 subrecipient further assures that all subcontractors or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. The subrecipient shall execute and return with this contract the assurances required in **ATTACHMENT III**, Assurances For Non-Construction Programs.

(2) During the term of this contract, or any PCS referencing this contract, the subrecipient shall complete on an annual basis, and retain on file, a timely, complete and accurate Civil Rights Compliance Checklist, **ATTACHMENT VI**.

(3) The subrecipient shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract, or any PSC referencing this contract. These procedures shall include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

(4) If this contract, or any PSC referencing this contract, contains federal funds, these assurances are a condition of continued receipt or benefit from federal financial assistance, and are binding upon the subrecipient, its successors, transferees, and assignees for the period during which such assistance is provided. The subrecipient 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 subrecipient understands that the agency 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.

14. Monitoring

(1) The subrecipient shall permit persons duly authorized by the agency or the department to inspect and copy any records, papers, documents, facilities, goods and services of the subrecipient which are relevant to this contract, or any PSC referencing this contract, and to interview any clients and employees of the subrecipient and its subcontractors to assure the agency of satisfactory performance of the terms and conditions of these contracts.

(2) Following a monitoring review, the agency shall deliver to the subrecipient a written report of its findings, and where appropriate, request a written Corrective Action Plan (CAP). The subrecipient hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the agency. All Corrective Action Plans must be approved in writing by the agency.

(3) The subrecipient's failure to correct or justify deficiencies within a reasonable time as specified by the agency may result in the agency taking any of the actions identified in the Enforcement section of this contract, or the agency may deem the subrecipient's failure to be a breach of this contract.

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

(5) The subrecipient will be responsible for at least one monitoring per year of its subcontractors. The subrecipient will perform fiscal, administrative and programmatic monitoring of subcontractors to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.

15. Indemnification

(1) The subrecipient agrees to indemnify, save, defend, and hold harmless the agency and its officers, agents, and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this contract, any HIPAA business associate agreement, any PSC referencing this contract, or performance of the services provided for therein. It is understood and agreed that the subrecipient is not required to indemnify the agency for claims, demands, actions or causes of action arising solely out of the agency's negligence.

(2) The subrecipient shall indemnify the agency for any financial consequences, withholding or reduction of payments, and fines or penalties imposed on the agency by the State of Florida Department of Elder Affairs as a result of the subrecipient's failure to perform this contract, any HIPAA business associate agreement, any PSC referencing this contract, or performance of the services provided therein. The subrecipient shall not be required to indemnify the agency for the agency's own negligence or breach of contract.

(3) Except to the extent permitted by s. 768.28, F.S., or other Florida law, this section is not applicable to contracts executed between the agency and state agencies or subdivisions defined in s. 768.28(2), F.S.

16. Insurance and Bonding

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

(2) Throughout the term of this contract, and any PSC referencing this contract, the subrecipient agrees to maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the subrecipient authorized to handle funds received or disbursed under this contract, or any PSC referencing this contract, in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

17. Confidentiality of Information

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

18. Health Insurance Portability and Accountability Act

Where applicable, the subrecipient shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR 160, 162, and 164). If the subrecipient shall receive client's protected health information as a result of this contract, or any PSC referencing this contract, the subrecipient is a "Business Associate" of the agency under the terms of the HIPAA, and the subrecipient must sign the Business Associate Agreement in the Certifications and Assurances, **ATTACHMENT I**, and return it to the agency with this contract. Where appropriate, as determined by the agency, the agency may be a Business Associate of a covered entity subrecipient.

19. Incident Reporting

(1) The subrecipient shall notify the agency's President and Chief Executive Officer of any and all serious or major incidents involving an agency-funded client, or the discovery of conditions that may materially affect the subrecipient's or their subcontractor's ability to perform the services required to be performed under this contract, or any PSC referencing this contract. Serious and/or major incidents include, but are not limited to the following:

- (a) An incident which has or may affect the health and safety of a client, i.e., broken bones, severe bruising, EMS contact, etc.;
- (b) Brain or spinal damage;
- (c) Permanent disfiguration;
- (d) Fracture or dislocation of bones or joints;
- (e) Death of a client (notification is not required for a death determined to be from natural causes, nor the death of a hospice patient, unless staff intervention or lack of intervention contributed to the death);
- (f) Any condition requiring medical attention to which the recipient has not given informed consent (this does not include transfer of a recipient to the hospital because a pre-existing condition has worsened);
- (g) Any condition that requires the transfer of the recipient, within or outside an Assisted Living facility to a unit providing a more acute level of care due to the adverse incident, rather than the recipient's condition prior to the adverse incident;
- (h) A crime or threat which may impact or has impacted the health and safety of a client or staff member;
- (i) An incident involving a client, law enforcement agency, the Florida Department of Children and Family Services (DCF), or other agency of authority (this does not include notification for Baker Act transport);
- (j) Any allegation of client abuse by a subrecipient representative or subcontractor representative;
- (k) Resident elopement;
- (l) The closure of a service site;
- (m) A media contact regarding an incident involving a client or agency-funded services;
- (n) The termination of a subcontractor; and
- (o) Any other incident of a serious or major nature.

(2) Should there be difficulty in determining if an incident qualifies as a serious or major issue or incident, the subrecipient should contact the agency's President/CEO, Chief Operating Officer, or Director of Program Management for a determination.

(3) Initial Notification: The subrecipient must notify the agency's President/CEO in writing via fax or by use of a secured e-mail address within 48 hours of when the subrecipient first becomes aware of the incident. The initial notification must include a summary overview of the incident; copy of initial incident report; a statement of action taken, planned or contemplated; time frames for implementation, and any assistance needed to resolve the situation.

A record of the incident and correspondence shall be maintained by the agency through the use of an Adverse Incident Reporting Log. The agency will determine if notification of the Department is required.

(4) **Secondary Notification:** Within seven (7) business days of the initial notification the subrecipient will submit an update to the agency's President/CEO. The update will include a summary overview of the action taken; any subsequent documentation detailing or clarifying the incident; and a summary of action implemented to date; and other information as may be required. The subrecipient will continue to update the agency on the incident until the incident is resolved.

(5) **Mandatory Incident Log:** The subrecipient is required to record all incidents, both, major and minor in an incident log. This log shall be made available to the agency upon written request. At a minimum the log will contain the client name, date and time of report, date and time (if known) of incident; brief summary of incident; case assignment; resolution summary and date of closure. Upon receipt of Adverse Incident Report Log, the agency will contact the Department.

(6) The subrecipient must immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by ch. 39 and 415, F.S., this requirement is binding upon the subrecipient, subcontractors, and their employees.

20. Emergency Reporting

(1) The subrecipient shall notify the President and Chief Executive Officer (CEO) of the agency immediately, but no later than within 24 hours, from the subrecipient's awareness or discovery of problems, delays or adverse conditions that may materially affect or impair the subcontractor's ability to perform or meet contract requirements or affect the health, safety or well-being of clients. The notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, time frames for implementation, and any assistance needed to resolve the situation. Examples of Level One reportable conditions may include, but are not limited to:

- (a) proposed client terminations;
- (b) service quality or service delivery problems;
- (c) contract non-compliance; and
- (d) subrecipient's or its subcontractor's financial concerns and/or difficulties.

(2) The subrecipient must investigate allegations regarding falsification of client information, service records, payment requests, and other related information. Substantiated allegations must be reported to the President and Chief Executive Officer (CEO) of the agency within 48 hours.

(3) In the event that a situation results in the cessation of services by a subcontractor or vendor, the subrecipient retains the responsibility for performance under agreements and/or contracts covered by this contract and must follow their own procedures to ensure that clients continue receiving services without interruption, e.g. exercising their emergency procurement procedures, temporary assumption of the direct provision of services, etc.

(4) All written reports required by this section shall be sent to the President and Chief Executive Officer (CEO) of the agency via registered mail, fax or by use of a secured e-mail address unless otherwise advised.

21. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the subrecipient or its subcontractors and is referred to a governmental or investigatory agency must be sent to the agency. If the subrecipient has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's Office, or other governmental agency, the subrecipient shall notify via fax or e-mail the President and Chief Executive Officer (CEO) of the agency immediately. A copy of all documents, reports, notes or other written material

concerning the investigation, whether in the possession of the subrecipient or its subcontractors, must be sent to the President and Chief Executive Officer (CEO) of the agency with a summary of the investigation and allegations.

22. New Contract(s) Reporting

The subrecipient shall notify the agency within ten (10) days of entering into a new contract with any of the five (5) state human service agencies (Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elder Affairs, and Department of Veterans Affairs). The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) contract manager name and number.

23. Bankruptcy Notification

If at any time during the term of this contract, or any PSC referencing this contract, the subrecipient, its assignees, subcontractors or affiliates files a claim for bankruptcy, the subrecipient must immediately notify the agency. Within ten (10) days after notification, the subrecipient must also provide the following information to the agency: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and (4) the name, address, and telephone number of the bankruptcy attorney.

24. Sponsorship and Publicity

(1) As required by s. 286.25, F.S., if the subrecipient is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including funds obtained through this contract, or a PSC referencing this contract, it shall in publicizing, advertising, or describing the sponsorship of the program, state:

"Sponsored by Senior Connection Center, Inc. and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Senior Connection Center, Inc." and "State of Florida, Department of Elder Affairs" shall appear in the same size letters or type as the name of the organization. If the agency's or department's logo is incorporated, the subrecipient shall ensure that the current logo is used. If the subrecipient uses the department's logo, the subrecipient shall also use the agency's logo on the same item. This shall include, but is not limited to, any correspondence or other writing, publication or broadcast that refers to such program.

(2) The subrecipient shall not use the words "Senior Connection Center, Inc." or "The State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed unless prior to such use specific authorization has been obtained by the agency and the department.

25. Patents, Copyrights, and Royalties

(1) If this contract, or any PSC referencing this contract, is awarded state funding, and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under this contract, or any contract referencing this contract, the subrecipient shall refer the discovery, invention or material to the agency to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract, or any PSC referencing this contract, are hereby reserved to the State of Florida in accordance with Ch. 286, F.S. Pursuant to s. 287.0571 (5) (k) 1 and 2, F.S., as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract, or any PSC referencing this contract, and those rights reserved for State Universities under s. 1004.23, F.S.

(2) If the primary purpose of this contract, or any PSC referencing this contract, is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this section.

(3) If this contract, or any PSC referencing this contract, is awarded solely federal funding, the terms and conditions are governed by 2 CFR 215.36.

26. Service Times and Location

(1) The subrecipient shall ensure that the services provided under the PSC are available at times appropriate to meet client service needs, at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 A.M. to 5:00 P.M., Eastern Standard Time.

(2) The subrecipient must notify the agency prior to changing the permanent location of program administration for the program and services identified in the PSC. The subrecipient must notify the agency prior to the subrecipient or its subcontractors changing the location of any service delivery locations.

27. Property and Equipment

(1) Equipment means: (a) an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of (a) the capitalization level established by the organization for the financial statement purposes, or \$5000 [for federal funds], or (b); nonexpendable, tangible personal property of a nonconsumable nature with an acquisition cost of \$1000 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250 or more [for state funds].

(2) A subrecipient and its sub-contractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; and, (b) a procedure for conducting a physical inventory of equipment at least once every two years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the agency upon request. Any loss, damage, or theft of equipment shall be investigated and fully documented, and the subrecipient shall promptly notify the agency.

(3) The subrecipient's property management standards for equipment acquired with federal funds and federally owned equipment shall include accurately maintained equipment records with the following information:

- (a) a description of the equipment;
- (b) manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
- (c) source of the equipment, including the award number;
- (d) whether title vests in the subrecipient or the federal government;
- (e) acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
- (f) information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
- (g) location and condition of the equipment and the date the information was reported;
- (h) unit acquisition cost;
- (i) ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a subrecipient compensates the federal awarding agency for its share.

(4) Equipment purchased with federal funds with an acquisition cost over \$5,000 and equipment purchased with state funds with an acquisition cost over \$1,000 that is specifically identified in the service provider application approved by the agency is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the subrecipient subject to the conditions of 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110), Subpart C, paragraph 34. Equipment purchased under these thresholds is

considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to any PSC referencing this contract, or identified in the subcontracts with subcontractors (not included in a cost methodology), is subject to the conditions of s. 273, F.S. and 60A-1.0017, F. A. C. or Title 45 CFR part 74.

(5) Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through a PSC covered under this contract without the prior approval of the agency. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., S. 3030b United States Code (USC). Real property purchases from state funds can only be made through a fixed capital outlay grants and aids appropriation and therefore are subject to the provisions of s. 216.348, F.S. Any state funds provided for the purchase of or improvements to real property are contingent upon the subrecipient or political subdivision granting to the state a security interest in the property, at least to the amount of state funds provided, for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

(6) The subrecipient must obtain written approval from the agency prior to the purchase of any item of nonexpendable property that was not included in the subrecipient's service provider application approved by the agency.

(7) The subrecipient must adhere to the agency's procedures and standards when purchasing Information Technology Resources (ITR) as part of any PSC referencing this contract. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the agency's LAN administrator's files. Subrecipient's subcontractors must comply with the agency's ITR procedures.

(8) The subrecipient shall not dispose of any equipment or materials provided by the agency, or purchased with funds provided through this contract, or any PSC referencing this contract, without first obtaining approval from the agency. When disposing of property or equipment, the subrecipient must submit to the agency a written request for disposition instructions. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date, and condition of the property. The request should also indicate the subrecipient's proposed disposition (e.g., transfer or donation to another agency that administers federal programs, offer the item for sale, destroy the item). The agency will issue disposition instructions.

(9) If disposition instructions are not received within 120 days of the written request for disposition, the subrecipient is authorized to proceed as directed in 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110).

(10) Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.

28. Assignments

(1) The subrecipient shall not assign the rights and responsibilities under this contract, or any PSC referencing this contract, without the prior written approval of the agency, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the agency will constitute a material breach of the contract.

(2) The State of Florida shall at all times be entitled to assign or transfer, in whole or part, the department's and/or the agency's rights duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the subrecipient. In the event the State of Florida approves transfer of the

department's and/or the agency's obligations, the subrecipient remains responsible for all work performed and all expenses incurred in connection with this contract, or any PSC referencing this contract.

(3) This contract, and any PSC referencing this contract, shall remain binding upon the successors in interest of the subrecipient, the agency, or the department.

29. Subcontracts

(1) In the event the subrecipient utilizes subcontractors to provide services pursuant to this contract, or any PSC referencing this contract, such subcontractors shall be subject to the conditions of this contract, and any PSC referencing this contract. This contract, and any PSC referencing this contract, does not provide any rights to said subcontractors.

(2) The subrecipient is responsible for all work performed and for all commodities produced pursuant to this contract, or any PSC referencing this contract. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the agency deems necessary. The subrecipient further agrees that the agency will not be liable to the subcontractor in any way or for any reason. The subrecipient, at its expense, shall defend the agency against any such claims.

(3) If this contract, or any PSC referencing this contract, involves the use of a subcontractor or third party, then the subrecipient 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 sixty (60) days or more for the initiation of the subcontract or in the performance of the subcontractor, the subrecipient must notify the agency in writing of such delay.

(4) The subrecipient shall not permit a subcontractor to perform services related to this contract, or any PSC referencing this contract, without having a binding subcontractor agreement executed. The agency will not be responsible or liable for any obligations or claims resulting from such actions.

(5) The subrecipient shall promptly pay any subcontractors upon receipt of payment from the agency. Failure to make payments to any subcontractor in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the subrecipient and subcontractor, will result in a penalty as provided by statute.

(6) The subrecipient will be responsible for at least one monitoring per year of its subcontractors, subrecipients, vendors and/or consultants paid from provided under this contract, or any PSC referencing this contract. The subrecipient will perform fiscal, administrative and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The subrecipient will monitor to ensure that time schedules are met, the budget and scope of work are accomplished within time periods and other performance goals stated in this contract, or any PSC referencing this contract, are achieved.

30. Independent Contractor Status

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

31. Funding Obligations

(1) The agency acknowledges its obligation to pay the subrecipient for the performance of the subrecipient's duties and responsibilities set forth in any PSC referencing this contract. The agency's performance and obligation to pay under any PSC referencing this contract is contingent upon an annual appropriation by the Legislature and passed through the Department of Elder Affairs to the agency.

(2) The agency shall not be liable to the subrecipient for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any PSC executed between the parties, which references this contract, including but not limited to terms governing the subrecipient's promised performance and unit rates and/or reimbursement capitations specified.

(3) The agency shall not be liable to the subrecipient for any expenditures which are not allowable costs as defined in the C.F.R., Title 45, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules and regulations.

(4) The agency shall not be liable to the subrecipient for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any PSC referencing this contract.

32. Contract Payments

(1) The subrecipient shall spend all federal, state, and other funds provided by the agency for the purpose specified in each PSC. The subrecipient must manage the service dollars to ensure that the Assessed Prioritized Consumer List (APCL) contains no individuals who have been assigned a ranking of four (4) or five (5) when service dollars are available. If the agency determines that the subrecipient is not spending funds accordingly, the agency may transfer funds to other service providers within the planning and service area during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

(2) The subrecipient agrees to distribute funds as shown in their SPA and the Summary Budget included in each PSC. Any changes in the amounts of federal or state general revenue funds identified in the Summary Budget in each PSC, requires a contract amendment.

(3) PSC payments shall be made to the subrecipient as services are rendered and invoiced by the subrecipient. The agency shall have final approval of the invoice for payment, and will approve the invoice for payment only if the subrecipient has met all the terms and conditions of this contract, and any PSC referencing this contract, unless the bid specifications, purchase order, or PSC specifies otherwise.

(4) The subrecipient agrees to submit invoices for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The subrecipient shall certify that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverable contracts, including paid subcontractor invoices, and this documentation will be made available to the agency upon request. The subrecipient shall further certify that reimbursements requested are only for allowable expenses according to state and federal laws and regulations, provisions of the PSC, and the subrecipient's SPA, including any approved revisions thereto, and that the expenses do not exceed the budget approved by the agency.

(5) The agency shall make payment to subrecipient within 7 days from the date payment is received for that activity or service by the agency and if reasonable cause to withhold payment does not exist. Payment by the agency to the subrecipient shall be made only if and to the extent the agency receives payment from the grantor for the activities or services for which payment is requested by subrecipient. Actual payment for such activities or services by the grantor shall be a condition precedent which must occur before the agency will be obligated to pay the subrecipient for such activities or services.

(6) Reasonable cause for the agency to withhold payment to the subrecipient includes, but is not limited to subrecipient's: failure to have invoices or requests for payment properly completed and in the proper form, failure to ensure that client-specific information in the CIRTIS data information system is current and accurate, failure of subrecipient to submit complete and accurate reports to the agency in a timely manner as required by this contract, failure of the subrecipient to submit to the agency service records which substantiate that the activities or services for which payment is requested have been provided, if such service records have been requested in writing by the agency, failure by subrecipient to meet reporting deadlines, failure by subrecipient to comply with corrective action plans, and failure of subrecipient to meet performance outcome measures.

(7) The agency shall not be liable to the subrecipient for any expenditures which are not allowable costs as defined in the C.F.R., Title 45, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules and laws, and provisions of this contract, or any PSC referencing this contract.

(8) Requests for Payment returned to a subrecipient due to preparation errors may result in a payment delay.

(9) The rate of payment and the total dollar amount may be adjusted by the agency retroactively if agency funding by the department or other agency funder is adjusted in the contract between the agency and the department or other agency funder.

(10) The rate of payment and the total dollar amount may be adjusted by the agency for future payments in order to reallocate funding as required to meet client needs within the agency's PSA based on surplus deficit reports submitted by the subrecipient. Notwithstanding any other provision or requirement of this contract, the President/CEO of the agency and the chief administrative officer of the subrecipient may, within the last 60 days of the term of any PSC, agree to adjust the budget of the PSC by an amount not to exceed one percent (1%) of the total PSC budgeted funds. Adjustments under this provision shall not require a contract amendment.

(11) The Florida Department of Financial Services (DFS) has advised the department that payment requests to the state from the agency may be randomly selected and subjected to an "expanded pre-audit." An expanded pre-audit requires that supporting documentation verifying actual costs be provided before the selected payment is processed. The requirement applies to all contracts, regardless of the type or method of payment (e.g. deliverables, cost reimbursement, fixed cost, etc.). The subrecipient shall implement and maintain appropriate procedures to capture actual costs and expenditures for each invoice submitted to the agency. If the subrecipient is not able to provide the requested information, payments by the agency to the subrecipient may be withheld or disallowed. Examples of documentation requested by DFS during prior years related to expanded pre-audits included the following:

- (a) Timesheets, payroll records (split-funding schedules);
- (b) Client service logs and sign-in registers;
- (c) Invoices, receiving reports, etc.;
- (d) Cost, space sharing agreements and compilations; and
- (e) Other documentation evidencing actual costs

(12) The subrecipient shall submit the final invoice for payment to the agency as specified in any PSC referencing this contract. If the subrecipient fails to submit the final request for payment as specified in the PSC referencing this contract, then all rights to payment may be forfeited and the agency may not honor any requests subsequently submitted. Any payment due under the terms of any PSC referencing this contract may be withheld until all reports due from the subrecipient and necessary adjustments thereto have been approved by the agency.

33. Return of Funds

(1) The subrecipient agrees to return to the agency any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract, and any PSC referencing this contract, that were disbursed to the subrecipient by the agency.

(2) In the event the subrecipient or its independent auditor discovers that an overpayment has been made, the subrecipient shall repay said overpayment immediately, and without prior notification by the agency. In the event the agency first discovers an overpayment has been made, the agency will notify the subrecipient in writing of such findings, and the subrecipient shall repay said overpayment immediately. Overpayments not returned to the agency in a timely manner will be subject to interest at the rate established in s. 55.03, F.S.

34. Data Integrity and Safeguarding Information

(1) The subrecipient shall ensure an appropriate level of data security for the information the subrecipient is collecting or using in the performance of this contract, or any PSC referencing this contract. An appropriate level of security includes approving and tracking all subrecipient employees that request system or information access and ensuring that user access has been removed from all terminated employees.

(2) The subrecipient must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to insure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. It is recommended that a copy of the backed up data be stored in a secure, offsite location. The subrecipient 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 agency upon request.

(3) The subrecipient shall employ a Local Area Network (LAN) Administrator, or comparable staff position or consultant, who shall ensure the subrecipient's compliance with the requirements of this section.

(4) State and federal grants management requires a subrecipient receiving state and federal funds to have a financial management system which is capable of providing accurate information for prescribed reporting requirements. For the purposes of full disclosure of financial results for state and federally funded programs and for accountability purposes, reporting requirements may necessitate that the subrecipient have access to and knowledge of automated accounting systems and data processing capabilities.

(5) The subrecipient will ensure the collection and maintenance of client and service information on a monthly basis for the Client Information Registration and Tracking System (CIRTS) or any such system designated by the agency or the department. Maintenance includes valid exports and backups of all data and systems according to agency or department standards.

(6) The subrecipient will ensure all required data from subcontractors is entered accurately and timely into CIRTS according to the department's CIRTS Policy Guidelines for clients and services in the CIRTS database. The CIRTS data required from subcontractors must be entered into CIRTS before the subrecipient can submit a request for payment and expenditure report or other invoice to the agency. The subrecipient shall establish time frames with subcontractors to assure compliance with due dates for the requests for payment and expenditure reports to the agency.

(7) The subrecipient shall run monthly CIRTS verification reports to verify that client and service data in CIRTS is accurate. These verification reports must be submitted to the agency upon request.

(8) All data required to be input into CIRTS shall be input by the subrecipient within seven (7) working days following receipt of the data from clients or program or fiscal staff.

(9) Failure to ensure the collection and maintenance of the CIRTS data may result in the agency enacting the "Enforcement" clause of this contract, including delaying or withholding payment until the problem is corrected.

(10) The subrecipient must sign the Certifications and Assurances, **ATTACHMENT I**, and return it to the agency with this contract.

35. Computer Use and Social Media Policies

The agency has implemented a Computer Use Policy and a Social Media Policy, which are in accordance with requirements and policies of the Department. The Computer Use and Social Media Policies apply to all employees, contracted employees, consultants, OPS and volunteers, including all personnel affiliated with third parties of the agency and its subrecipients and vendors. Any entity that uses or has access to the agency's and the department's computer resource systems must comply with the agency's and the department's policy regarding social media. Social media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube. The subrecipient's computer Use and Social Media Policies must meet or exceed the agency's and the department's Computer Use and Social Media Policies, if the subrecipient is using computer systems and equipment funded with or maintained by the agency or the department. The agency's Computer Use and Social Media Policies are available by contacting the MIS Director at the agency.

36. Electronic Records and Signatures

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

(2) The agency's authorization pursuant to this section does not authorize electronic transactions between the subrecipient and the agency. The subrecipient is authorized to conduct electronic transactions with the agency only upon further written consent by the agency.

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

37. Conflict of Interest

(1) The subrecipient shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the subrecipient or its subcontractors shall participate in selection, or in the award of an agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

(2) The subrecipient or its subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The subrecipient's board members and management must disclose to the agency any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the

commencement of this contract, or any PSC referencing this contract. The subrecipient's employees and subcontractors must make the same disclosures described above to the subrecipient's board of directors. Compliance with this provision will be monitored.

38. Purchasing

(1) The subrecipient agrees to develop procurement procedures which are in accordance with applicable state and/or federal requirements, which encourage fair and open competition and which promote a diversity of subrecipients and its subcontractors for all services purchased pursuant to this contract, or any PSA referencing this contract.

(2) The subrecipient may procure recycled products or materials, which are the subject of or are required to carry out this contract, or any PSC referencing this contract, in accordance with the provisions of s. 403.7065, F.S.

39. Aging & Disability Resource Center Functions

If the subrecipient is designated as an Aging & Disability Resource Center (ADRC) Access Point through a formal written agreement with the agency, the following provisions apply to the subrecipient:

(1) The agency is designated as an Aging & Disability Resource Center, hereinafter referred to as the "ADRC", under the provisions of Section 430.2053, Florida Statutes. The primary functions of an ADRC are to facilitate consumer friendly access to long term care services and benefits for elders and caregivers through a coordinated, multi-access "one stop" system that integrates information, referral and eligibility determination functions.

(2) The ADRC functions are supported by designated Access Points. A designated Access Point is a local point of contact for elders and caregivers trying to access long term care services and benefits.

(3) The Access Point agrees to:

- (a) Refer to the ADRC all individuals seeking long term care services and benefits, including but not limited to information, referral, intake, screening, and eligibility determination;
- (b) Implement referral protocols and procedures established by the ADRC; and
- (c) Provide the ADRC with the most current information on elder resources available in the Access Point's county or local community.

(4) The ADRC agrees to:

- (a) Provide timely and helpful long term care options to elders and caregivers referred by the Access Point;
- (b) Provide the Access Point with written policies and procedures concerning the Access Point referral Process; and
- (c) Provide technical assistance and training for Access Point staff, as needed.

(5) The ADRC and Access Point mutually agree to:

- (a) Cooperate on efforts to enhance consumer choice, support informed decision-making, minimize service fragmentation and confusion, reduce duplication of administrative paperwork and procedures, and increase the cost-effectiveness of long term care support and delivery systems; and
- (b) Participate in public education programs which will increase awareness of ADRC services.

(6) If the subrecipient currently provides intake and screening for the age 60 and over population in the subrecipient's county, and has agreed to continue to provide these services to eligible consumers, under provisions of the ADRC, the agency shall outsource the services of intake and screening to the subrecipient for the period of this contract.

40. Emergency Preparedness and Continuity of Operations

(1) If the tasks performed pursuant to this contract, or any PSC referencing this contract, include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the subrecipient shall include documentation of an existing emergency preparedness plan in the SPA.

(2) The subrecipient shall maintain a contingency plan to provide client services in the event of a disruption of normal business operations. The contingency plan shall set forth procedures to ensure services to clients will not be interrupted or suspended in the event the subrecipient is unable to perform its duties under this contract, or any PSC referencing this contract.

(3) In the event a situation results in the cessation of services by the subrecipient's subcontractor or vendor, the subrecipient shall retain responsibility for performance under this contract, and any PSC referencing this contract, and must follow procedures to ensure continuity of operations and client services without interruption.

(4) In the event of an emergency, the subrecipient shall notify the agency of the emergency provisions within twenty-four (24) hours of the event.

41. Volunteers

The subrecipient 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 subrecipient shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

42. Financial Consequences of Non-Performance

(1) If the subrecipient fails to meet the minimum level of service or performance identified in this contract, or any PSC referencing this contract, or that is customary for the industry, then the agency must apply financial consequences commensurate with the deficiency. Financial consequences may include, but are not limited to, contract suspension, refusing payment, withholding payments until the deficiency is cured, tendering only partial payments, and/or cancelation of any contract, and reacquiring services from an alternate source. The subrecipient will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the agency.

(2) In addition to other damages recoverable by the agency against the subrecipient, the agency shall be entitled to recover from the subrecipient any financial consequences, withholding or reduction of payments, and fines or penalties imposed on the agency by the State of Florida Department of Elder Affairs as a result of the subrecipient's failure to perform this contract, any HIPAA business associate agreement, any PSC referencing this contract, or performance of the services provided therein. The subrecipient shall not be required to indemnify the agency for the agency's own negligence or breach of contract.

43. Dispute Resolution

Any dispute concerning performance of this contract, or any PSC referencing this contract, shall be decided by the agency, reduced to writing, and a copy served on the subrecipient.

44. No Waiver of Sovereign Immunity

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

45. Venue

If any dispute arises out of this contract, or any PSC referencing this contract, the venue of such legal recourse will be Hillsborough County, Florida.

46. Entire Contract

This contract, and any PSC referencing this contract, contains all the terms and conditions agreed upon by the parties. No oral agreements or representations shall be valid or binding upon the agency or the subrecipient unless expressly contained herein or by a written amendment to this contract, or any PSC referencing this contract, and signed by both parties.

47. Force Majeure

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

48. Severability Clause

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

49. Condition Precedent to Contract: Appropriations

The parties agree that the agency's performance and obligation to pay under this contract, or any PSC referencing this contract, is contingent upon an annual appropriation to the Department by the Legislature.

50. Addition/Deletion

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

51. Waiver

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

52. Compliance

The subrecipient agrees to abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current state statutes, laws, rules and regulations. The parties agree that failure of the subrecipient to abide by these laws shall be deemed an event of default of the subrecipient, and subject this contract, and any PSC referencing this contract, to immediate, unilateral cancellation of the contract(s) at the discretion of the agency.

53. Enforcement

(1) Without taking any intermediate measures available to it against the subrecipient, the agency may, at its sole discretion, take the following action against the subrecipient: withholding of payment, requiring a Corrective Action Plan (CAP), unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the subrecipient on probationary status, imposing a moratorium on subrecipient action, imposing financial penalties for nonperformance, or other administrative action (collectively referred to as "Enforcement" in this section), if the agency finds that:

(a) an intentional or negligent act of the subrecipient has materially affected the health, welfare, or safety of clients served pursuant to this contract, or any PSC referencing this contract, or substantially and negatively affected the operation of services covered under the PSC;

(b) the subrecipient lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;

(c) the subrecipient has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the agency or the department, or the subrecipient has committed or repeated violations of agency or the department standards;

(d) the subrecipient has failed to continue the provision or expansion of services after the declaration of a state of emergency; and/or

(e) the subrecipient has failed to adhere to the terms of this contract or the terms of any agreements and/or contracts covered by this contract and incorporating it by reference.

(2) In making any determination under this section the agency may rely upon the findings of a state or federal agency, or other regulatory body. Any claims for damages for breach of this contract, or any PSC referencing this contract, are exempt from administrative proceedings, and shall be brought before the appropriate entity in the venue of Hillsborough County.

54. Suspension of Work

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

55. Termination

(1) Termination without Cause

(a) This contract and any PSC referencing this contract may be terminated by either party without cause upon no less than sixty (60) calendar days notice in writing to the other party, unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered to the agency by certified mail, return receipt requested, or by any expedited delivery service that provides verification of delivery, or in person with proof of delivery.

(b) In the event the subrecipient terminates an agreement at will, the subrecipient agrees to submit, at the time it serves notice of the intent to terminate, a plan which identifies procedures to ensure services for clients pursuant to this contract, or any PSC referencing this contract, will not be interrupted or suspended by the termination.

(c) In the event that a contract between the subrecipient and a subcontractor is terminated, the subrecipient shall require the subcontractor to submit to the subrecipient and the agency, a similar plan ensuring services to clients will not be interrupted or suspended by the termination.

(d) The subrecipient shall not perform any activity or furnish any product after the effective date of termination, except as necessary to complete the continued portion of the contract, if any. The subrecipient shall not be entitled to recover any cancellation charges or lost profits.

(2) Termination for Lack of Funds

In the event funds for payment pursuant to this contract, or any PSC referencing this contract, become unavailable, the agency may terminate the affected contracts upon no less than twenty-four (24) hours notice in writing to the subrecipient. Said notice shall be delivered to the subrecipient by certified mail, return receipt requested, or by any expedited delivery service that provides verification of delivery, or in person with proof of delivery. The agency shall be the final authority as to the availability and adequacy of funds. In the event of termination for lack of funds, the subrecipient shall be compensated for any work satisfactorily completed prior to the date of termination.

(3) Termination for Breach

(a) Failure to have performed any contractual obligations with the agency in a manner satisfactory to the agency shall be a sufficient cause for termination of this contract, or any PSC referencing this contract. To be terminated as a subrecipient under this provision, the subrecipient must have (1) previously failed to satisfactorily perform in a contract with the agency, been notified by the agency of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of the agency; or (2) had a contract terminated by the agency for cause.

(b) Unless the breach is waived by the agency in writing, or the subrecipient fails to cure the breach within the time specified by the agency, the agency may, by written notice to the subrecipient, terminate this contract, or any PSC referencing this contract, for cause upon no less than twenty-four (24) hours notice. Said notice shall be delivered to the subrecipient by certified mail, return receipt requested, or by any expedited delivery service that provides verification of delivery, or in person with proof of delivery.

(c) If applicable, the agency may employ the default provisions in Rule 60A-1.006(3). F.A.C. Waiver of breach of any provisions of this contract, or any PSC referencing this contract, shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract, or any PSC referencing this contract. The provisions herein do not limit either party's rights to remedies at law or in equity.

56. Renegotiations or Modifications

Modifications of provisions of this contract, or any PSC referencing this contract, shall be valid only when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this contract, and any PSC referencing this contract, if revisions of any applicable laws or regulations make changes in the contract necessary, or if funding appropriations from the Legislature and/or Department are adjusted. The rate of payment and the total dollar amount of any PSC referencing this contract may be adjusted retroactively to reflect adjusted funding appropriations from the Legislature and/or the Department.

57. Notice and Contacts

(1) The name of the agency contact, address and telephone number:

Charlotte K. McHenry, President/CEO
Senior Connection Center, Inc.
8928 Brittany Way
Tampa, Florida 33619
(813) 740-3888

(2) The name, address and telephone number of the subrecipient:

Manatee County Board of County Commissioners
Community Services Department
P.O. Box 1000
Bradenton, Florida 34206
(941) 749-3030

(3) The name of the subrecipient contact person, street address and telephone number where financial and administrative records are maintained:

Cheri Coryea, Director
Community Services Department
Manatee County
1112 Manatee Avenue West, 3rd Floor, Suite 303
Bradenton, Florida 34205
(941) 749-3030

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

58. All Terms and Conditions Included

This contract and its attachments, 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this 51 page contract to be executed by their undersigned officials as duly authorized.

**SUBRECIPIENT: Manatee County,
a political subdivision
of the State of Florida**

**AGENCY: Senior Connection Center,
Inc.**

SIGNED

BY: *Betsy Benac*

NAME: Betsy Benac

TITLE: Chairman

DATE: 12/12/17



FEDERAL ID NUMBER: 59-6000727

FISCAL YEAR ENDING DATE: 9/30

ATTEST: Angelina Coloneso
Clerk of the Circuit Court

By: *Uebi Lesney*

SIGNED

BY: _____

NAME: Ben Darby

TITLE: Chair, Board of Directors

DATE: _____

ATTACHMENT I

CERTIFICATIONS AND ASSURANCES

The agency will not award this contract unless the subrecipient completes this CERTIFICATIONS AND ASSURANCES. The subrecipient 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 (Chapter 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 (Chapter 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. Business Associate Agreement for Protected Health Information (PHI)
- K. Subrecipient Signature for Attachment I Certifications and Assurances

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

The undersigned certifies to the best of his or her knowledge and belief, that the subrecipient and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Have not within a three-year period preceding the 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; or 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 section 2 above.
- (4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause of default.

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

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 any state or federal agency, a member of Congress, an officer or employee of Congress, an employee of a member of Congress, or an officer or employee of the state legislator, in connection with the awarding 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.
- (2) 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 an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose 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 section 1352, Title 31, U.S. Code. 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. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE.

As a condition of this contract, the subrecipient assures that it will comply 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 participate 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 or pursuant to the Regulation of the Department of Health and Human Services (HHS) (45 CFR Part 80), to the end that, in accordance with Title VI of the 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 HHS.
- (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 HHS (45 CFR Part 84), to the end that, in accordance with Section 504 of the Act and 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 HHS.
- (4) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulations of HHS (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 HHS.

(5) Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of HHS (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 HHS

(6) The Americans with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

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

The subrecipient 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 subcontractors and contractors provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES.

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

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE.

As a condition of this contract, the subrecipient assures that it will comply 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 conditions provided by Pub. L. 111-117.

The subrecipient 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 subcontractors and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION.

The subrecipient hereby certifies that:

(1) If this contract, or any PSC referencing this contract, is in the amount of \$1 million or more, in accordance with the requirements of Chapter 287.135, F.S., it is not participating in a boycott of Israel, is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Both lists are created pursuant to Chapter 215.473, F.S.

(2) The subrecipient understands that pursuant to s. 287.135, F.S., the submission of a false certification may subject the subrecipient to civil penalties, attorney's fees, and/or costs.

(3) If the subrecipient is unable to certify any of the statements in this certification, the subrecipient must attach an explanation to this contract.

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

The subrecipient hereby certifies that:

- (1) The subrecipient 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 subrecipient, subcontractor(s), or any outside entity on which the subrecipient 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, subrecipient(s) 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 subrecipient (represented by the undersigned) and purchased by the agency 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 subrecipient 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 agency, the department, or State of Florida and without interruption to the ongoing business of the agency, the department, or state, time being of the essence.

- (4) The subrecipient and any subcontractor(s) of services under this contract, or any PSC referencing 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.

The subrecipient 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.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION.

(1) As a condition of contracting with the agency, the subrecipient certifies the use of the U.S. Department of Homeland Security's E-Verify System to verify employment eligibility of all new employees hired by the subrecipient during the contract term to perform employment duties pursuant to this contract, and any PSC referencing this contract; and that any subcontracts include an express requirement that subcontractors performing

work or providing service pursuant to this contract, or any PSC referencing this contract, utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

(2) The subrecipient shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements or contracts, and that all subcontractors certify compliance accordingly.

(3) 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 A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The subrecipient agrees to make available to the department and the agency, and/or any party designated by the department or the agency, all related records and documents pertaining to this contract, or any PSC referencing this contract. The subrecipient shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the department or the agency. Maintenance includes valid exports and backups of all data and systems according to department and agency standards.

J. BUSINESS ASSOCIATE AGREEMENT FOR PROTECTED HEALTH INFORMATION (PHI).

This Business Associate Agreement covers the use of Protected Health Information (PHI) involved in this Master Contract, or any Program and Service Contract (PSC) referencing this contract, between the agency, hereinafter referred to as the "Covered Entity," and the subrecipient, hereinafter referred to as the "Business Associate."

1. Background

(1) Business Associate will obtain Protected Health Information from Covered Entity in the performance of one or more contracts or agreements between Covered Entity and Business Associate. Business Associate and subcontractors of Business Associate that provide services in relation to said contracts or agreements are permitted to receive and use protected health information in connection with said contracts or agreements, subject to the terms of this agreement.

(2) Covered Entity, recognizes the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and has indicated its intent to comply.

(3) HIPAA regulations establish specific conditions on when and how covered entities may share information with contractors who perform functions for the Covered Entity.

(4) HIPAA requires the Covered Entity and the Business Associate to enter into a contract or agreement meeting certain standards and containing specific requirements to protect the confidentiality and security of patients' PHI, as set forth in, but not limited to the Code of Federal Regulations (C.F.R.), specifically 45 C.F.R. §§ 164.502(e), 164.504(e), 164.308(b), and 164.314(a-b)(2013) (as may apply) and contained in this agreement.

(5) The Health Information Technology for Economic and Clinical Health Act (2009), the American Recovery and Reinvestment Act (2009) and Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010) require business associates of covered entities to comply with the HIPAA Security Rule, as set forth in, but not limited to 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, 45 C.F.R. § 164.502(e)(2), and 45 C.F.R. § 164.504(e)(2013). Such sections apply to a Business Associate of a Covered Entity in the same manner that such sections apply to the Covered Entity.

2. Definitions

- (1) Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.
- (2) Administrative Safeguards - The administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic Protected Health Information (ePHI) and to manage the conduct of the covered entity's workforce in relation to the protection of that information.
- (3) ARRA - The American Recovery and Reinvestment Act (2009)
- (4) Authentication - The corroboration that a person is the one claimed.
- (5) Availability - The property that data or information is accessible and useable upon demand by an authorized person.
- (6) Breach - The unauthorized or unlawful acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.
- (7) Compromises the Security - Posing a significant risk of financial, reputational, or other harm to individuals.
- (8) Confidentiality - The property of data or information being undisclosed and unavailable to unauthorized persons or processes.
- (9) Designated Record Set -A group of records maintained by or for a Covered Entity as defined in 45 C.F.R. §164.501.
- (10) Electronic Protected Health Information (ePHI) - Individually identifiable health information transmitted by or maintained in electronic media, as specified in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (11) HITECH - The Health Information Technology for Economic and Clinical Health Act (2009).
- (12) HIPAA - The Health Insurance Portability and Accountability Act (1996) Pub. L. No. 104-191.
- (13) Individual - The person who is the subject of Protected Health Information, as specified in 45 C.F.R. §160.103.
- (14) Information System - An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
- (15) Integrity - The property of data or information being whole and not altered in an unauthorized manner.
- (16) Malicious Software - Software, such as a virus, designed to damage or disrupt an electronic information system.
- (17) Part I - Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010).
- (18) Password - Confidential authentication information composed of a string of characters.

- (19) Physical Safeguards - The physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- (20) Privacy Rule - The Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.
- (21) Protected Health Information (PHI) - Health information as defined in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (22) Required By Law - Has the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (23) Secretary - The Secretary of the Department of Health and Human Services or his or her designee.
- (24) Security Incident - The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (25) Security or Security Measures - All of the administrative, physical, and technical safeguards in an information system.
- (26) Security Rule - The Security Standards for the protection of Protected Health Information at 45 C.F.R. part 164, subpart C, and amendments thereto.
- (27) Technical Safeguards - The technology and the policy and procedures for its use that protect electronic protected health information and control access to it.
- (28) Unsecured PHI - Has the same meaning as the term "Unsecured Protected Health Information" as defined in 45 C.F.R. § 164.402.
- (29) All other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in 45 C.F.R. §§ 160, 162, and 164, or if defined therein, the same as the plain meaning of the term(s).

3. Obligations and Activities of Business Associate

- (1) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- (2) Business Associate agrees to:
- (a) Implement policies and procedures to prevent, detect, contain and correct security violations in accordance with 45 C.F.R. § 164.306;
 - (b) Prevent use or disclosure of the PHI other than as provided for by this Agreement or as required by law;
 - (c) Use appropriate safeguards and comply, where applicable, with Subpart C of 45 C.F.R. § 164 with respect to ePHI that the Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity, to prevent use or disclosure of the information other than as provided for by this agreement or by law;
 - (d) Comply with the Security Rule requirements including the Administrative Safeguards, Physical Safeguards, Technical Safeguards, and policies and procedures and documentation requirements set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, including the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and/or ePHI that the Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity; and

- (e) Comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations, to the extent Business Associate is able to carry out Covered Entity's obligations under 45 C.F.R. § 164 or this agreement.
- (3) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- (4) Business Associate agrees to report to Covered Entity, without unreasonable delay, any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware. This includes any copying or amendment of such information and any security breaches involving unsecured PHI as required by 45 C.F.R. § 164.410. Business Associate agrees to include in such notice:
- (a) Identification of any individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such security breach in accordance with 45 C.F.R. § 164.404; and
 - (b) All information required for the *Notice to the Secretary of HHS of Breach of Unsecured Protected Health Information*, available on the U.S. Department of Health and Human Services website.
- (5) Business Associate agrees to maintain and provide to the Secretary such records and compliance reports as the Secretary may determine to be necessary and to comply with all compliance reviews and complaint investigations as required by the 45 C.F.R. § 160, Subsection C.
- (6) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI that was created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (7) If Business Associate has PHI in a Designated Record Set:
- (a) Business Associate agrees to provide at the request of Covered Entity during regular business hours, access to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 C.F.R. § 164.524; and
 - (b) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an individual within 10 business days of receiving the request.
- (8) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or the Secretary upon request of either for purposes of determining Covered Entity's compliance with the Privacy Rule.
- (9) Business Associate agrees to document such disclosures of PHI and information related thereto as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (10) Business Associate agrees to provide to Covered Entity or an authorized individual, upon request, information collected in accordance with paragraphs 3(7) and 3(9) above, in response to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §§ 164.528, 164.502, and 164.504.
- (11) Business Associate specifically agrees to use security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in electronic or any other form, that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(12) Business Associate agrees to implement security measures to secure passwords used to access ePHI that it accesses, maintains, or transmits as part of this agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

(13) Business Associate agrees to implement security measures to safeguard ePHI that it accesses, maintains, or transmits as part of this agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

(14) Business Associate agrees to comply with:

(a) ARRA § 13404 (Application of Knowledge Elements Associated with Contracts), as set forth in 45 C.F.R. §§ 164.502 and 164.504;

(b) ARRA § 13405 (Restrictions on Certain Disclosures and Sales of Health Information), as set forth in 45 C.F.R. § 164, Subpart E; and

(c) ARRA § 13406 (Conditions on Certain Contacts as Part of Health Care Operations), as set forth in 45 C.F.R. §§ 164.508(a)(3) and 164.514(f)(1).

4. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement or any related agreement, Business Associate may use or disclose PHI to perform functions, activities, or services on behalf of Covered Entity, provided that such use or disclosure would not violate the Privacy Rule as it applies to Business Associate and Covered Entity, or the minimum necessary policies and procedures of the Covered Entity that are provided to Business Associate by Covered Entity.

5. Specific Use and Disclosure Provisions

(1) Except as otherwise limited in this agreement or any related agreement, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that Business Associate will appropriately safeguard the information in accordance with the Privacy Rule.

(2) Except as otherwise limited in this agreement or any related agreement, Business Associate may authorize a Business Associate that is a subcontractor to create, receive, maintain or transmit PHI on behalf of Business Associate for the proper management and administration of the Business Associate, provided that Business Associate obtains satisfactory assurances, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), and documented in accordance with 45 C.F.R. § 164.502(e)(1)(ii)(2), that the subcontractor will appropriately safeguard the information, and in the event of termination, will return or destroy all PHI and ePHI in accordance with paragraph 8(3) of this agreement and 45 C.F.R. § 164.504(e)(2)(ii)(J).

(3) Business Associate may use PHI to provide data aggregation services relating to the health care operations of Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), only when specifically authorized by Covered Entity.

(4) Business Associate may use or disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

6. Obligations of Covered Entity

(1) Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices, to the extent that such limitation may affect Business Associate's use or disclosure of PHI, by providing a copy of the most current Notice of Privacy Practices (NPP) to Business Associate. Future Notices and/or modifications to the NPP shall be posted on Covered Entity's website at www.agingflorida.com.

(2) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of an individual's PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

7. Permissible Requests by Covered Entity

Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

8. Effective Date and Termination

(1) The parties hereby agree that this agreement amends, restates and replaces any other Business Associate Agreement currently in effect between Covered Entity and Business Associate and that the provisions of this agreement shall be effective on the last date that the agreement has been signed by both parties.

(2) Termination for Cause – Upon Covered Entity's knowledge of a material breach of this agreement or a violation of the Security Rule or the Privacy Rule by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (b) Immediately terminate this agreement if the Business Associate has breached a material term of this agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, covered Entity shall report the violation to the Secretary.

(3) Effect of Termination – Except as provided in subparagraph (b) of this section, upon termination of this agreement, Business Associate shall return or destroy all PHI and ePHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.

- (a) This provision shall apply to PHI and ePHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI and ePHI.
- (b) In the event that Business Associate or Covered Entity determines that returning the PHI or ePHI is infeasible, notification of the conditions that make return of PHI or ePHI infeasible shall be provided to the other party. Business Associate shall extend the protections of this Agreement to such retained PHI and ePHI and limit further uses and disclosures of such retained PHI and ePHI to those purposes that make return or destruction of the information infeasible, for a minimum of six years and so long as Business Associate maintains such PHI and ePHI, but no less than six (6) years after the termination of this agreement.

(4) Expiration and Effect – Unless sooner terminated pursuant to Section 8(2) above, this agreement shall expire once the Business Associate no longer has any PHI in its possession, whether by destruction or return to Covered Entity. Business Associate shall provide a certification to Covered Entity once the Business Associate no longer has any data in its possession. Any agreements in place pursuant to Section 3(6) hereof shall remain in effect until such agent no longer has any PHI in its possession and certifies same.

9. Regulatory References

A reference in this agreement to a section in the Privacy Rule or Security Rule means the section then in effect or as may be amended in the future.

10. Amendments

The parties agree to take such action as is necessary to amend this agreement as necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy Rule, the Security Rule, and other applicable HIPAA rules.

11. Survival

Ant term, condition, covenant or obligation which requires performance by either party hereto subsequent to the termination of this agreement shall remain enforceable against such party subsequent to termination.

12. Interpretation

Any ambiguity in this agreement shall be resolved to permit Covered Entity and Business Associate to comply with 45 C.F.R. §§ 160, 162, and 164.

13. Incorporation by reference

Any future new requirement(s), changes or deletion(s) enacted in federal law which create new or different obligations with respect to HIPAA privacy and/or security, shall be automatically incorporated by reference to this Business Associate Agreement on the respective effective date(s).

14. Notices

All notices and communications required, necessary or desired to be given pursuant to this agreement, including a change of address for purposes of such notices and communications, shall be in writing and delivered personally to the other party, or sent by express 24-hour guaranteed courier or delivery service, or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party at their primary business address on record at the time of the notice. Any such notice shall be deemed delivered upon receipt. If any notice cannot be delivered or delivery thereof is refused, delivery will be deemed to have occurred on the date such delivery was attempted.

15. Governing Law

The laws of the State of Florida, without giving effect to principles of conflict of laws, govern all matters arising under this agreement.

16. Severability

If any provision in this agreement is unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

17. Successors

Any successor to Business Associate (whether by direct or indirect or by purchase, merger, consolidation, or otherwise) is required to assume Business Associate's obligations under this agreement, and agree to perform them in the same manner and to the same extent that Business Associate would have been required to if that succession had not taken place. This assumption by the successor of the Business Associate's obligations shall be by written agreement satisfactory to Covered Entity.

18. Entire Agreement

This Business Associate Agreement constitutes the entire agreement of the parties relating to protected health information and supersedes all other oral or written agreements or policies relating thereto, except that this agreement does not limit the amendment of this agreement in accordance with section 10 of this agreement.

K. SUBRECIPIENT SIGNATURE FOR ATTACHMENT I CERTIFICATIONS AND ASSURANCES

By signing below, the subrecipient certifies that the representations outlined in sections A through J above are true and correct, and will be included in all related subcontract agreements, if applicable.

Subrecipient Authorized Representative:

Signed
By: _____

Name: Betsy Benac

Title: Chairman

Date: _____

(Revised November, 2017)

ATTEST: Angelina Colonnese
Clerk of the Circuit Court

By: _____

ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the agency to the subrecipient may be subject to audits and/or monitoring by the agency or the department and other authorized state or federal personnel as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the agency or department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this contract, the subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the agency or the department. In the event the agency or the department determines that a limited scope audit of the subrecipient is appropriate, the subrecipient agrees to comply with any additional instructions provided by the agency or the department to the subrecipient regarding such audit. The subrecipient 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 subrecipient is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

1. In the event that the subrecipient expends \$750,000 or more in federal awards in its fiscal year, the subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Federal funds awarded through the department and the agency, if any, are identified in the program and service contract(s) referencing this contract. In determining the federal awards expended in its fiscal year, the subrecipient shall consider all sources of federal awards, including federal resources received from or passed through the agency and the department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200. An audit of the subrecipient conducted by the Auditor General in accordance with the provisions 2 CFR Part 200 will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR, section 200.508.
3. If the subrecipient expends less than \$750,000 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 subrecipient expends less than \$750,000 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 an audit must be paid from subrecipient resources obtained from other than federal entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the agency shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the agency shall be fully disclosed in the audit report with reference to the agency contract involved. If not otherwise disclosed as required by 2 CFR Part 200, Section 200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the agency in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of thirty (30) days after receipt of the audit report or nine (9) months after the end of the subrecipient's fiscal year end.

PART II: STATE FUNDED

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

1. In the event that the subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in its fiscal year, the subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. State funds awarded through the department and the agency, if any, are identified in the program and service contract(s) referencing this contract. In determining the state financial assistance expended in its fiscal year, the subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the agency, the department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the subrecipient 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.
3. If the subrecipient expends less than \$750,000 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 subrecipient expends less than \$750,000 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 non-state resources (i.e., the cost of such an audit must be paid from the subrecipient's resources obtained from other than state entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the agency shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the agency shall be fully disclosed in the audit report with reference to the agency contract involved. If not otherwise disclosed as required by Rule 691-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the agency in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of forty-five (45) days after delivery of the audit report, but not later than twelve (12) months after the end of the subrecipient's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within forty-five (45) days after delivery of the audit report, but not later than nine (9) months after the end of the subrecipient's fiscal year end. Notwithstanding the applicability of this portion, the agency and the department retain the right to monitor and oversee the performance of this contract as outlined throughout this document, all contracts referencing this contract, and pursuant to law.

PART III: REPORT SUBMISSION

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

A. The agency at the following address:

**Senior Connection Center, Inc.
Attention: President and CEO
8928 Brittany Way
Tampa, Florida 33619**

- B. For fiscal year 2014 and later, pursuant to 2 CFR Part 200, Section 200.512, the reporting package and data collection form must be submitted electronically to the Federal Audit Clearinghouse.

Pursuant to 2 CFR Part 200, Section 200.512, all other federal agencies, pass through entities and other interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

- C. The subrecipient shall submit a copy of any management letter issued by the auditor, to the agency at the following address:

**Senior Connection Center, Inc.
Attention: President and CEO
8928 Brittany Way
Tampa, Florida 33619**

- 2. Additionally, copies of audits and reporting packages required by PART II of this attachment shall be submitted by or on behalf of the subrecipient directly to each of the following:

- A. The agency at the following address:

**Senior Connection Center, Inc.
Attention: President and CEO
8928 Brittany Way
Tampa, Florida 33619**

- B. 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**

- 3. Any reports, management letters, or other information required to be submitted to the agency pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 4. Subrecipients, when submitting the financial reporting packages to the agency should indicate the date that the audit report was delivered to the subrecipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The subrecipient shall retain sufficient records demonstrating its compliance with the terms of this contract and all program and services contracts referencing this contract for a minimum period of six (6) years from the date the audit report is issued, and shall allow the agency or the department or the authorized designee of each, and the Chief Financial Officer, or Auditor General access to such records upon request. The subrecipient shall ensure that audit working papers are made available to the agency or department or the designee of each, and the Chief Financial Officer, or Auditor General upon request, for a minimum period of six (6) years from the date the audit report is issued, unless extended in writing by the agency or the department.

PART V: SPECIFIC REQUIREMENTS FOR AGENCY OR DEPARTMENT ADMINISTERED PROGRAMS

- 1. The agency and the department require a supplemental schedule of functional expenses be prepared in a format provided by the department, which presents costs by service (as defined by the department), including units of service delivered, for subrecipients or subcontractors expending state or federal awards for services performed by their employees, subrecipients, and other payees who receive payment from agency administered funds for units of service recorded in the department’s Client Registration and Tracking System (CIRTS). This supplemental schedule shall be prepared using the same methodology as used in determining the contractual rates. Government entities are excluded from this requirement.
- 2. Based on the requirements of Part I and Part II of this attachment and the award of funds identified in the program and

service contract, an Audit Relationship Determination will be made as set forth in **EXHIBIT-1**. Fiscal compliance requirements for federal and state awards are also identified in **EXHIBIT-1**.

3. If an audit is not required or performed, the head of the subrecipient entity or organization must provide a written attestation, under penalty of perjury, that the subrecipient has complied with the allowable federal and state cost provisions as referenced in 2 CFR Part 200 and/or Section 215 F.S., and the Reference Guide for State Expenditures.
4. Information is included in each program and service contract identifying the funding source(s), program titles, applicable CFDA or CSFA numbers and the amount of funds granted.
5. Specific requirements for match, co-payments, and program income applicable to programs administered by the agency are outlined in each program and service contract.

(Revised November 2017)

**ATTACHMENT II
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 200.500, and/or Section 215.97, F.S. Providers who are determined to be recipients or subrecipients 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 **ATTACHMENT II** are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR Part 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 subrecipients 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 691-5.006, FAC, a provider shall be determined to be, and identified as such, in the agreement or program and service contract:

- (1) A vendor or exempt entity and not subject to 2 CFR Part 200.38 and/or Section 215.97, F.S.;
- (2) A recipient/subrecipient subject to 2 CFR Part 200.86 and 200.93 and/or Section 215.97, F.S.; or
- (3) An 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 /subrecipient of federal and/or state financial assistance and has been approved by the agency to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-5.006, FAC [state financial assistance] and Section 2 CFR Part 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive federal awards 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 Part 200.416 – 200.417 – Special Considerations for States, Local Governments and Indian Tribes*
- 2 CFR Part 200.201 – Administrative Requirements**
- 2 CFR Part 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 Part 200.400-411 – Cost Principles*
- 2 CFR Part 200.100 – Administrative Requirements
- 2 CFR Part 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 Part 200.418 – 200.419 – Special Considerations for Institutions of Higher Education*
- 2 CFR Part 200.100 – Administrative Requirements
- 2 CFR Part 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 the 2 CFR Part 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/subrecipient, must comply with the following fiscal laws, rules and regulations:

Section 215.97 F.S.

Section 215.971 F.S.

Chapter 69I-5, Fla. Admin. Code

State Projects Compliance Supplement

Reference Guide for State Expenditures

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

(Revised November 2017)

ATTACHMENT III

ASSURANCES FOR NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Signed By: _____ Name: <u> Betsy Benac </u>	TITLE Chairman
APPLICANT ORGANIZATION Manatee County Board of County Commissioners	DATE SUBMITTED

(Revised November 2017)

ATTEST: Angelina Colonnese
 Clerk of the Circuit Court

By: _____



BACKGROUND SCREENING

Affidavit of Compliance - Employer

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

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

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address City State ZIP code

I, _____ do hereby affirm under penalty of perjury
Name of Representative

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

Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

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

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

SENIOR CONNECTION CENTER, INC.			
REPORT SCHEDULE			
Provider Type	Report Name	Frequency	Due Date
All Providers:	Surplus/Deficit Report	Monthly	15th
	ADRC Monthly Contact Report	Monthly	10th
	Program Highlights	Annual	September 7th
	Volunteer Activity Report	Quarterly	30th of April, July, October & January
	Service Cost Report	Annual	February 15th (OAA), August 15th (CCE)
	Subcontractor Monitoring Reports	Annual	45 business days from date of report
	CCE Lead Agencies:	APS Exception Report	Weekly
Outcome Measures		Monthly	20th
CIRTS Exception Report Tracking Log		Monthly	20th
ADI Memory Disorder Clinic Trng. Report		Annual	30th of month following training
ADI Spec. Alz. Svcs. Providers:	Spec. Alz. Services Training Report	Annual	30 days from date of training
	CIRTS Exception Report Tracking Log	Monthly	20th
EHEAP Providers:	EHEAP Summary Report	Quarterly	7th of April, July, October & January
	EHEAP Outreach Plan Survey	Annual	30 days from contract execution
All OAA Providers:	Targeting Plan Achievement Report	Quarterly	15th
	OAA Outreach and Targeting Log	Quarterly	15th
Nutrition Providers:	Dietician Approved Menus	Monthly	15th - Please note, all menus must be signed and approved by the providers contracted Dietician at least 4 weeks prior to implementation
	Menu Substitution List	Monthly	15th
	Nutrition Education	Monthly	15th
	Temperature Logs	Monthly	15th
	Outcome Measures	Monthly	20th
	Nutrition Program Compliance Review	Quarterly	15th of April, July, October & January
	Dietician Reports - NPCR Tools	Quarterly	30th of April, July, October & January
	Food Safety Course Training Report for Staff and Volunteers	Annual	30th of month following annual course completion
	Nutrition Advisory Council	Annual	30th of month following advisory council meeting, which must occur semi-annually
	Copies of Dietician License and Contract Agreement	Annual	30th of month following signed contract agreement
OAA Non-Registered Service Providers:	Demographic Profile: Non-Registered Services	Monthly	15th
	OAA Legal Service Providers	OFLAP Report	Quarterly

(Revised November 2017)

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name	County	PSA
Address	Completed By	
City, State, Zip Code	Date	Telephone

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

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

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

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

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

NA YES NO

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

NA YES NO

8. Compare client composition to the population. Are race/ 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 into 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 participates of nondiscrimination on the basis of disability? If NO, explain. YES NO
20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain. YES NO

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000 OR MORE.

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

DOEA/SCC USE ONLY	
Reviewed By	In Compliance: YES <input type="checkbox"/> NO * <input type="checkbox"/>
Program Office	*Date Notice of Corrective Action Sent: / /
Date	Telephone
Date Response Due: / /	
<input type="checkbox"/> On-Site <input type="checkbox"/> Desk Review	
Date Response Received: / /	

(Revised November 2014)

12/12/17

December 12, 2017 - Regular Meeting
Agenda Item #21

Subject

Master Agreement for the Community Care for the Elderly, Home Care for the Elderly and Alzheimer's Disease Initiative Grant Programs

Briefings

None

Contact and/or Presenter Information

Tracie Adams, Human Services Program Manager / Ext. 3030

Action Requested

Authorization for the Chairman to execute the 2018/2020 Master Agreement between Manatee County and Senior Connection Center, Inc., for the Community Care for the Elderly, Home Care for the Elderly and Alzheimer's Disease Initiative grant programs for the period of January 1, 2018 through December 31, 2020.

Enabling/Regulating Authority

Florida Statute Chapter 125

Background Discussion

- The 2018/2020 Master Agreement sets forth guidelines, procedures and requirements applicable to all agreements already in place between Manatee County Board of County Commissioners and Senior Connection Center, Inc.
- Grant funds are provided by the State Department of Elder Affairs through Senior Connection Center, Inc., to provide in-home services to persons sixty years of age or older to prevent or delay premature institutional placement.
- County has served as Lead Agency for the Community Care for the Elderly grant program for over 37 years and the Home Care for the Elderly and the Alzheimer's Disease Initiative grant program for over 20 years.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

The following pages of this agreement require a signature: 27, 39, 47.

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - December 12, 2017

Return two originals to Neighborhood Services. One original will be returned to Board Records when executed by the funding source.

interoffice on 12/15/17 added to pending

Cost and Funds Source Account Number and Name
1739001023 CCE FY 17/18

Amount and Frequency of Recurring Costs
None

Attachment: [MASTERAGR1820.pdf](#)

**MASTER CONTRACT
FOR FEDERAL AND STATE PROGRAMS**

THIS MASTER CONTRACT is entered into between Senior Connection Center, Inc., defined as an Area Agency on Aging in accordance with section 430.203, F.S., and with section 305(c) of the Older Americans Act (OAA), as amended, hereinafter referred to as the “agency,” and Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the “subrecipient,” and collectively referred to as the “parties.”

In consideration of the mutual covenants and conditions set forth, the parties agree as follows:

1. Contents of Contract

1. Contents of Contract
2. Purpose of Contract
3. Term of Contract
4. Definitions and Terms
5. Definitions of Acronyms
6. Incorporation of Documents
7. Compliance with Federal Laws and Regulations
8. Compliance with State Laws and Regulations
9. Background Screening
10. Grievance and Complaint Procedures
11. Public Records and Retention
12. Audits, Inspections, Investigations, and Availability of Records
13. Nondiscrimination and Civil Rights Compliance
14. Monitoring
15. Indemnification
16. Insurance and Bonding
17. Confidentiality of Information
18. Health Insurance Portability and Accountability Act
19. Incident Reporting
20. Emergency Reporting
21. Investigation of Criminal Allegations
22. New Contract(s) Reporting
23. Bankruptcy Notification
24. Sponsorship and Publicity
25. Patents, Copyrights, and Royalties
26. Service Times and Locations
27. Property and Equipment
28. Assignments
29. Subcontracts
30. Independent Contractor Status
31. Funding Obligations
32. Contract Payments
33. Return of Funds
34. Data Integrity and Safeguarding Information
35. Computer Use and Social Media Policies
36. Electronic Records and Signatures
37. Conflict of Interest
38. Purchasing
39. Aging & Disability Resource Center Functions
40. Emergency Preparedness and Continuity of Operations
41. Volunteers

- 42. Financial Consequences of Non-Performance
 - 43. Dispute Resolution
 - 44. No Waiver of Sovereign Immunity
 - 45. Venue
 - 46. Entire Contract
 - 47. Force Majeure
 - 48. Severability Clause
 - 49. Condition Precedent to Contract: Appropriations
 - 50. Addition/Deletion
 - 51. Waiver
 - 52. Compliance
 - 53. Enforcement
 - 54. Suspension of Work
 - 55. Termination
 - 56. Renegotiations and Modifications
 - 57. Notice and Contacts
 - 58. All terms and Conditions Included
- Contract Signatures
- Attachment I – Certifications and Assurances
 - Attachment II – Financial and Compliance Audit
 - Attachment III – Assurances For Non-Construction Programs
 - Attachment IV – Background Screening Affidavit of Compliance
 - Attachment V – Reports Schedule
 - Attachment VI – Civil Rights Compliance Checklist

2. Purpose of Contract

The purpose of this contract is to set forth standard terms, conditions, guidelines, procedures, and requirements applicable to all program and service contracts issued by the agency. All agreements and/or contracts executed between the agency and the subrecipient during the effective period of this contract shall reference this contract by number, incorporating it therein, and shall be governed in accordance with the applicable laws, statutes and other conditions set forth in this contract.

3. Term of Contract

This contract shall become binding at twelve (12:00) A.M., Eastern Standard Time on **January 1, 2018** or on the date the contract has been signed by both parties, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time on **December 31, 2020**.

4. Definition of Terms

- (1) To the extent this contract is incorporated into a contract for the expenditure of federal funds, the term “agency” shall mean a recipient as defined in 2 CFR Part 200, or its successor, and the term subrecipient shall mean a subrecipient as defined in 2 CFR Part 200, or its successor.
- (2) “This contract” shall include any contract, agreement, or referral agreement incorporating this contract by reference.
- (3) “Comply” and “As Applicable”: When this contract states that the subrecipient will “comply” with a designated law, rule, regulation, handbook, form, or similar provision (called a “Law” in this paragraph), the subrecipient shall comply with such Law as if the subrecipient is an entity subject to such Law. When this contract states that the subrecipient will comply with the “applicable provisions” of a Law, or comply with a Law

“as applicable,” the subrecipient will comply with such Law to the extent that such Law is, by the requirements of the Law, applicable to the subrecipient independent of any requirement of this contract.

(4) “Contracts and Grants Manager” means the agency’s contracts and grants manager.

(5) “Department” or “DOEA” means the state of Florida Department of Elder Affairs.

(6) “Department of Financial Services” or “DFS” means the state of Florida Department of Financial Services.

(7) “Grantor” means the entity that funds a particular program for which the subrecipient seeks payment.

(8) “Service records” means all documentation and records the subrecipient is required to maintain to support and substantiate services provided to a client, including, but not limited to, registration logs signed by clients, documents describing units of service, episodes, or unit costs.

(9) “Service Provider Application” means the subrecipient’s service provider application, as amended, and approved by the agency.

(10) “Vendor” shall have the meaning defined in section 215.97, F.S.

5. Definitions of Acronyms

- (1) Department of Elder Affairs (DOEA)
- (2) Adult Protective Services (APS)
- (3) Planning and Service Area (PSA)
- (4) Client Information and Registration Tracking System (CIRTS)
- (5) Program and Service Contract (PSC)
- (6) Service Provider Application (SPA)

6. Incorporation of Documents

(1) This contract will incorporate attachments, proposals, service provider applications, grant agreements, relevant DOEA handbooks, manuals or desk books, Notices of Instruction, and any revisions thereto, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of a conflict in language among any of the documents referenced below, the specific provisions and requirements of applicable federal and state laws, statutes, and this contract shall prevail over the inconsistent provisions in these documents.

(2) In accordance with s. 287, F.S., as amended, and Department of Financial Services’ Chief Financial Officer Memoranda, the following memoranda are provided for informational purposes and are hereby incorporated by reference:

- (a) CFO Memo No. 02: Release date, October 3, 2012;
- (b) CFO Memo No. 06: Release date, June 27, 2012;
- (c) CFO Memo No. 01: Release date, July 26, 2012; and
- (d) CFO Memo No. 04: Release date, June 30, 2006.

7. Compliance with Federal Laws and Regulations

If any PSC contains federal funding, the subrecipient shall comply with the following federal laws and regulations. It is expressly understood that a finding that the subrecipient materially and substantially has not complied with any of the provisions of this section shall constitute a breach of this contract.

(1) The subrecipient shall comply with the cost principles, administrative requirements, and other provisions of all

applicable federal laws and regulations including, but not limited to: the Older Americans Act of 2006, as amended, sections 215.97 and 216.348, F.S., Title 45, Code of Regulations (CFR), Part 74, and/or 45 CFR Part 92 and Part 1321, and/or 48 CFR Part 31, and Office of Management and Budget (OMB) Cost Principles 225 (A-87) and 230 (A-122), Federal Acquisition Regulation 31.2, Circulars A-133 and A-102 and 2 CFR Part 215 and Part 215 (formerly OMB Circular A-110), and any revisions to the cost principles, administrative requirements, and other provisions of all the applicable federal laws and regulations noted above, whichever are applicable to the subrecipient's organization. The subrecipient shall comply with any federal regulations that have superseded the OMB Circulars and 45 CFR Part 92, as applicable.

(2) If the PSC contains federal funds and is over \$100,000.00, the subrecipient shall comply with all applicable standards, orders or regulations issued under s. 306 of the Clean Air Act as amended [42 United States Code (U.S.C.) 7401 et. seq.], the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) code, Title 29 CFR, Part 1910.1030, s.508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The subrecipient shall report any violations of the above to the agency.

(3) The subrecipient, or an agent acting for the subrecipient, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any state legislature. If the subrecipient receives a PSC containing federal funds in excess of \$100,000.00, the subrecipient must sign the Certifications and Assurances, **ATTACHMENT I**, and return the form to the agency with this contract.

(4) In accordance with Appendix A to 2 CFR 215, the subrecipient shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.

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

(6) The subrecipient shall not employ an unauthorized alien. The agency shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation shall be cause for unilateral cancellation by the agency of this contract, and any PSC referencing this contract.

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

(8) The subrecipient shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

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

(10) To comply with Executive Order 12989, as amended, and Executive Order No. 11-116, the subrecipient agrees to utilize the U.S. Department of Homeland Security's E-Verify System (<https://e-verify.uscis.gov/emp>) to verify the employment eligibility of all new employees hired by the subrecipient during the contract term. The subrecipient

shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract, and any PSC referencing this contract, utilize the E-Verify System to verify the employment of all new employees hired by the subcontractor during the contract term. Subrecipients and their subcontractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The subrecipient must sign the Certifications and Assurances, ATTACHMENT I, and return the form to the agency with this contract.

8. Compliance with State Laws and Regulations

- (1) This contract, and any PSC referencing this contract, is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, including Florida provisions for conflict of laws. It is expressly understood that a finding that the subrecipient materially and substantially has not complied with any of the provisions of this section shall constitute a breach of this contract.
- (2) The subrecipient shall comply with requirements of s. 287.058, F.S., as amended.
- (3) The subrecipient shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this contract, or any PSC referencing this contract, which the agency must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).
- (4) The subrecipient shall submit invoices for fees and other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- (5) If itemized payment for travel expenses is permitted in this contract, or any PSC referencing this contract, the subrecipient shall submit invoices for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.
- (6) The subrecipient shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the subrecipient in conjunction with this contract or any PSC referencing this contract, except for those records which are made confidential or exempt by law. The subrecipient's refusal to comply with this provision shall constitute an immediate breach of contract for which the agency may unilaterally terminate this contract, and any PSC referencing this contract.
- (7) If clients are to be transported under this contract, or any PSC referencing this contract, the subrecipient shall comply with the provisions of Chapter 427, F.S., and Chapter 41-2, F. A. C.
- (8) Subrecipients and their subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.
- (9) Pursuant to s. 287.133, F.S., a person or affiliation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- (10) The subrecipient shall comply with provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the state legislature, judicial branch or a state agency.

(11) In accordance with s. 287.135, F.S., any subrecipient on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (Lists), created pursuant to s. 215.473, F.S., is ineligible to enter into or renew a contract with the agency for goods or services of \$1 million or more. Pursuant to s. 287.135, F.S., the agency may terminate this contract, and any PSC referencing this contract, if the subrecipient is found to have submitted false certification of its status on the Lists or has been placed on the Lists. Further, the subrecipient is subject to civil penalties, attorney's fees and costs, and any costs for investigations that lead to the finding of false certification. If this contract, or any PSC referencing this contract, contains \$1 million or more, the subrecipient must sign the Certifications and Assurances, **ATTACHMENT I**, and return the form to the agency with this contract.

9. Background Screening

(1) The subrecipient shall ensure that the requirements of s. 430.0402 and ch. 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The subrecipient must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0502 and Chapter 435, F.S.

(2) Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>; and on the Agency for Health Care Administration website at http://ahca.myflorida.com/MCHO/Central_Services/Background_Screening/BGS_results.shtml.

(3) The subrecipient shall submit to the agency with this contract a signed Certifications and Assurances, **ATTACHMENT I**.

10. Grievance and Complaint Procedures

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

(2) The subrecipient shall develop and implement written complaint procedures and ensure that subcontractors develop and implement written 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 service that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and determination of the complaint.

11. Public Records and Retention

(1) If under this contract, or any PSC referencing this contract, the subrecipient is providing services and is acting on behalf of the agency or the Department as provided under s. 119.011(2), F.S., the subrecipient, subject to the terms of s. 287.058(1)(c), F.S., and any other applicable legal and equitable remedies, shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the agency and the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the agency or the Department all public records in possession of the subrecipient upon completion or termination of this contract, and any PSC referencing this contract, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the agency in a format that is compatible with the information technology systems of the agency and the Department.

(2) The agency may unilaterally cancel this contract, and any PSC referencing this contract, notwithstanding any other provisions of this contract, for refusal by the subrecipient to comply with Section 11 of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the subrecipient in conjunction with this contract, or any PSC referencing this contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

(3) Public Records Law, Section 119.0701, Florida Statute:

For clarification purposes, the agency is not acting on behalf of the subrecipient as “acting on behalf” has been defined by Florida law, see cases cited below. This contract, or any PSC referencing this contract, is not one in which the agency provides services to the subrecipient. In addition, the agency is not a public agency, as defined under Section 119.0701, Florida Statutes.

Pursuant to Section 119.0701, Florida Statutes, a Contractor means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under Section 119.011(2). Those entities that are not acting on behalf of a public agency as provided under Section 119.011(2) are not included in the definition Contractor in Section 119.0701, Florida Statutes.

The court in *Parsons & Whittemore, Inc. v. Metropolitan Dade County*, 429 So. 2d 343, at 346 (Fla. 3d DCA 1983) noted: “We are unaware of any authority which supports the proposition that merely by contracting with a governmental agency a corporation acts ‘on behalf of the agency.’” Courts apply a multi-factor test to determine whether a private entity is acting on behalf of a public entity, see *News and Sun-Sentinel Co. v. Schwab, Twitty, Hanser Architectural Group, Inc.*, 596 So. 2d 1029, 1031 (Fla. 1992). See also Florida Attorney General Opinions, AGO 2014-06 and Informal Opinion dated December 31, 2014.

Except as may be required by the application of Section 119.0701, Florida Statutes, nothing in this contract, or any PSC referencing this contract, shall be construed as a finding by the agency that the subrecipient is acting on behalf of the agency, as provided under Section 119.011(2), Florida Statutes, so as to make the subrecipient a contractor as defined in Section 119.0701, Florida Statutes.

12. Audits, Inspections, Investigations, and Availability of Records

The Subrecipient agrees to:

(1) Submit management, program, and client identifiable data, as specified by the agency pursuant to this contract, and agreements or contracts incorporating this contract by reference. To assure that management, program, and client identifiable data is completely and accurately recorded and submitted in a timely manner and in accordance with the agency’s and the Department’s Client Information Registration and Tracking System (CIRTS) Policy Guidelines. When there is a conflict between the agency’s and the department’s CIRTS Guidelines, the subrecipient shall follow the agency’s CIRTS guidelines. Subrecipient shall ensure that provisions of this paragraph are incorporated into any subcontracts the subrecipient enters into in which the subcontractor may be required to provide information described in this paragraph.

- (2) Provide original files to the agency or the department, and allow them to be taken offsite from the subrecipient's site for reasonable periods for purposes of audit and monitoring, if requested in writing by the agency.
- (3) Establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices that sufficiently and properly reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the agency under all agreements and/or contracts covered by this contract. The subrecipient shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this contract, or any PSC referencing this contract. Whenever appropriate, financial information should be related to performance and unit cost data.
- (4) Maintain records, including paid invoices, payroll registers, travel vouchers, copy logs, postage logs, time sheets, etc., as supporting documentation for service cost reports, service records, and for administrative expenses. Original documentation will be made available upon request for monitoring and auditing purposes.
- (5) Maintain service delivery receipts signed by the client, or sign-in sheets, or other methods approved by the agency that document delivery of service to a client. Such service records shall be submitted to the agency when requested in writing by the agency.
- (6) Assure that the records described in this section shall be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the agency.
- (7) The subrecipient shall ensure that at all reasonable times for as long as records are maintained, persons duly authorized by the agency, the department and federal auditors, pursuant to 45 CFR 92.36(i)(10), will be allowed full access to and right to examine any of the subrecipient's contracts and related records and documents pertinent to this specific contract, or any PSC referencing this contract, regardless of the form in which kept.
- (8) The subrecipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General pursuant to s. 20.055, F.S.
- (9) Maintain and file with the agency such progress, program, fiscal, inventory, and other reports as the agency may require pursuant to this contract, and agreements or contracts incorporating this contract by reference, within the period of this contract. Such reporting requirements must be reasonable given the scope and purpose of the agreements and/or contracts incorporating this contract by reference. See **ATTACHMENT V**, Reports Schedule.
- (10) Provide client information and statistical data when requested by the agency or the department.
- (11) Provide to the agency or the department all fiscal information regarding services contracted to subcontractors pursuant to this contract using an application provided by the agency.
- (12) Provide the agency fiscal information using forms designated by the agency.
- (13) Provide an independent financial and compliance audit to the agency and the department as specified in **ATTACHMENT II** and ensure that all related third-party transactions are disclosed to the auditor.
- (14) Include the aforementioned audit and record keeping requirements, including **ATTACHMENT II**, in all subcontracts and assignments.
- (15) Retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to each agreement and/or PSC referencing this contract for a period of at least six (6) years after completion of the agreement(s) and/or PSC, or longer when required by law. In the event an audit is required for this contract, or any PSC referencing this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit

findings or litigation based on the terms of this contract, or any agreement and/or PSC referencing this contract, at no additional cost to the agency.

(16) Upon demand, at no additional cost to the agency, the subrecipient shall facilitate the duplication and transfer of any records or documents described in this section during the required retention period.

13. Nondiscrimination and Civil Rights Compliance

(1) The subrecipient assures that it will not discriminate against any person in the provision of services or benefits under this contract, or any PSC referencing 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 subrecipient further assures that all subcontractors or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. The subrecipient shall execute and return with this contract the assurances required in **ATTACHMENT III**, Assurances For Non-Construction Programs.

(2) During the term of this contract, or any PCS referencing this contract, the subrecipient shall complete on an annual basis, and retain on file, a timely, complete and accurate Civil Rights Compliance Checklist, **ATTACHMENT VI**.

(3) The subrecipient shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract, or any PSC referencing this contract. These procedures shall include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

(4) If this contract, or any PSC referencing this contract, contains federal funds, these assurances are a condition of continued receipt or benefit from federal financial assistance, and are binding upon the subrecipient, its successors, transferees, and assignees for the period during which such assistance is provided. The subrecipient 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 subrecipient understands that the agency 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.

14. Monitoring

(1) The subrecipient shall permit persons duly authorized by the agency or the department to inspect and copy any records, papers, documents, facilities, goods and services of the subrecipient which are relevant to this contract, or any PSC referencing this contract, and to interview any clients and employees of the subrecipient and its subcontractors to assure the agency of satisfactory performance of the terms and conditions of these contracts.

(2) Following a monitoring review, the agency shall deliver to the subrecipient a written report of its findings, and where appropriate, request a written Corrective Action Plan (CAP). The subrecipient hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the agency. All Corrective Action Plans must be approved in writing by the agency.

(3) The subrecipient's failure to correct or justify deficiencies within a reasonable time as specified by the agency may result in the agency taking any of the actions identified in the Enforcement section of this contract, or the agency may deem the subrecipient's failure to be a breach of this contract.

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

(5) The subrecipient will be responsible for at least one monitoring per year of its subcontractors. The subrecipient will perform fiscal, administrative and programmatic monitoring of subcontractors to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.

15. Indemnification

(1) The subrecipient agrees to indemnify, save, defend, and hold harmless the agency and its officers, agents, and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this contract, any HIPAA business associate agreement, any PSC referencing this contract, or performance of the services provided for therein. It is understood and agreed that the subrecipient is not required to indemnify the agency for claims, demands, actions or causes of action arising solely out of the agency's negligence.

(2) The subrecipient shall indemnify the agency for any financial consequences, withholding or reduction of payments, and fines or penalties imposed on the agency by the State of Florida Department of Elder Affairs as a result of the subrecipient's failure to perform this contract, any HIPAA business associate agreement, any PSC referencing this contract, or performance of the services provided therein. The subrecipient shall not be required to indemnify the agency for the agency's own negligence or breach of contract.

(3) Except to the extent permitted by s. 768.28, F.S., or other Florida law, this section is not applicable to contracts executed between the agency and state agencies or subdivisions defined in s. 768.28(2), F.S.

16. Insurance and Bonding

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

(2) Throughout the term of this contract, and any PSC referencing this contract, the subrecipient agrees to maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the subrecipient authorized to handle funds received or disbursed under this contract, or any PSC referencing this contract, in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

17. Confidentiality of Information

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

18. Health Insurance Portability and Accountability Act

Where applicable, the subrecipient shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR 160, 162, and 164). If the subrecipient shall receive client's protected health information as a result of this contract, or any PSC referencing this contract, the subrecipient is a "Business Associate" of the agency under the terms of the HIPAA, and the subrecipient must sign the Business Associate Agreement in the Certifications and Assurances, **ATTACHMENT I**, and return it to the agency with this contract. Where appropriate, as determined by the agency, the agency may be a Business Associate of a covered entity subrecipient.

19. Incident Reporting

(1) The subrecipient shall notify the agency's President and Chief Executive Officer of any and all serious or major incidents involving an agency-funded client, or the discovery of conditions that may materially affect the subrecipient's or their subcontractor's ability to perform the services required to be performed under this contract, or any PSC referencing this contract. Serious and/or major incidents include, but are not limited to the following:

- (a) An incident which has or may affect the health and safety of a client, i.e., broken bones, severe bruising, EMS contact, etc.;
- (b) Brain or spinal damage;
- (c) Permanent disfigurement;
- (d) Fracture or dislocation of bones or joints;
- (e) Death of a client (notification is not required for a death determined to be from natural causes, nor the death of a hospice patient, unless staff intervention or lack of intervention contributed to the death);
- (f) Any condition requiring medical attention to which the recipient has not given informed consent (this does not include transfer of a recipient to the hospital because a pre-existing condition has worsened);
- (g) Any condition that requires the transfer of the recipient, within or outside an Assisted Living facility to a unit providing a more acute level of care due to the adverse incident, rather than the recipient's condition prior to the adverse incident;
- (h) A crime or threat which may impact or has impacted the health and safety of a client or staff member;
- (i) An incident involving a client, law enforcement agency, the Florida Department of Children and Family Services (DCF), or other agency of authority (this does not include notification for Baker Act transport);
- (j) Any allegation of client abuse by a subrecipient representative or subcontractor representative;
- (k) Resident elopement;
- (l) The closure of a service site;
- (m) A media contact regarding an incident involving a client or agency-funded services;
- (n) The termination of a subcontractor; and
- (o) Any other incident of a serious or major nature.

(2) Should there be difficulty in determining if an incident qualifies as a serious or major issue or incident, the subrecipient should contact the agency's President/CEO, Chief Operating Officer, or Director of Program Management for a determination.

(3) Initial Notification: The subrecipient must notify the agency's President/CEO in writing via fax or by use of a secured e-mail address within 48 hours of when the subrecipient first becomes aware of the incident. The initial notification must include a summary overview of the incident; copy of initial incident report; a statement of action taken, planned or contemplated; time frames for implementation, and any assistance needed to resolve the situation.

A record of the incident and correspondence shall be maintained by the agency through the use of an Adverse Incident Reporting Log. The agency will determine if notification of the Department is required.

(4) Secondary Notification: Within seven (7) business days of the initial notification the subrecipient will submit an update to the agency's President/CEO. The update will include a summary overview of the action taken; any subsequent documentation detailing or clarifying the incident; and a summary of action implemented to date; and other information as may be required. The subrecipient will continue to update the agency on the incident until the incident is resolved.

(5) Mandatory Incident Log: The subrecipient is required to record all incidents, both, major and minor in an incident log. This log shall be made available to the agency upon written request. At a minimum the log will contain the client name, date and time of report, date and time (if known) of incident; brief summary of incident; case assignment; resolution summary and date of closure. Upon receipt of Adverse Incident Report Log, the agency will contact the Department.

(6) The subrecipient must immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by ch. 39 and 415, F.S., this requirement is binding upon the subrecipient, subcontractors, and their employees.

20. Emergency Reporting

(1) The subrecipient shall notify the President and Chief Executive Officer (CEO) of the agency immediately, but no later than within 24 hours, from the subrecipient's awareness or discovery of problems, delays or adverse conditions that may materially affect or impair the subcontractor's ability to perform or meet contract requirements or affect the health, safety or well-being of clients. The notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, time frames for implementation, and any assistance needed to resolve the situation. Examples of Level One reportable conditions may include, but are not limited to:

- (a) proposed client terminations;
- (b) service quality or service delivery problems;
- (c) contract non-compliance; and
- (d) subrecipient's or its subcontractor's financial concerns and/or difficulties.

(2) The subrecipient must investigate allegations regarding falsification of client information, service records, payment requests, and other related information. Substantiated allegations must be reported to the President and Chief Executive Officer (CEO) of the agency within 48 hours.

(3) In the event that a situation results in the cessation of services by a subcontractor or vendor, the subrecipient retains the responsibility for performance under agreements and/or contracts covered by this contract and must follow their own procedures to ensure that clients continue receiving services without interruption, e.g. exercising their emergency procurement procedures, temporary assumption of the direct provision of services, etc.

(4) All written reports required by this section shall be sent to the President and Chief Executive Officer (CEO) of the agency via registered mail, fax or by use of a secured e-mail address unless otherwise advised.

21. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the subrecipient or its subcontractors and is referred to a governmental or investigatory agency must be sent to the agency. If the subrecipient has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's Office, or other governmental agency, the subrecipient shall notify via fax or e-mail the President and Chief Executive Officer (CEO) of the agency immediately. A copy of all documents, reports, notes or other written material

concerning the investigation, whether in the possession of the subrecipient or its subcontractors, must be sent to the President and Chief Executive Officer (CEO) of the agency with a summary of the investigation and allegations.

22. New Contract(s) Reporting

The subrecipient shall notify the agency within ten (10) days of entering into a new contract with any of the five (5) state human service agencies (Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elder Affairs, and Department of Veterans Affairs). The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) contract manager name and number.

23. Bankruptcy Notification

If at any time during the term of this contract, or any PSC referencing this contract, the subrecipient, its assignees, subcontractors or affiliates files a claim for bankruptcy, the subrecipient must immediately notify the agency. Within ten (10) days after notification, the subrecipient must also provide the following information to the agency: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and (4) the name, address, and telephone number of the bankruptcy attorney.

24. Sponsorship and Publicity

(1) As required by s. 286.25, F.S., if the subrecipient is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including funds obtained through this contract, or a PSC referencing this contract, it shall in publicizing, advertising, or describing the sponsorship of the program, state:

"Sponsored by Senior Connection Center, Inc. and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Senior Connection Center, Inc." and "State of Florida, Department of Elder Affairs" shall appear in the same size letters or type as the name of the organization. If the agency's or department's logo is incorporated, the subrecipient shall ensure that the current logo is used. If the subrecipient uses the department's logo, the subrecipient shall also use the agency's logo on the same item. This shall include, but is not limited to, any correspondence or other writing, publication or broadcast that refers to such program.

(2) The subrecipient shall not use the words "Senior Connection Center, Inc." or "The State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed unless prior to such use specific authorization has been obtained by the agency and the department.

25. Patents, Copyrights, and Royalties

(1) If this contract, or any PSC referencing this contract, is awarded state funding, and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under this contract, or any contract referencing this contract, the subrecipient shall refer the discovery, invention or material to the agency to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract, or any PSC referencing this contract, are hereby reserved to the State of Florida in accordance with Ch. 286, F.S. Pursuant to s. 287.0571 (5) (k) 1 and 2, F.S., as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract, or any PSC referencing this contract, and those rights reserved for State Universities under s. 1004.23, F.S.

(2) If the primary purpose of this contract, or any PSC referencing this contract, is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this section.

(3) If this contract, or any PSC referencing this contract, is awarded solely federal funding, the terms and conditions are governed by 2 CFR 215.36.

26. Service Times and Location

(1) The subrecipient shall ensure that the services provided under the PSC are available at times appropriate to meet client service needs, at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 A.M. to 5:00 P.M., Eastern Standard Time.

(2) The subrecipient must notify the agency prior to changing the permanent location of program administration for the program and services identified in the PSC. The subrecipient must notify the agency prior to the subrecipient or its subcontractors changing the location of any service delivery locations.

27. Property and Equipment

(1) Equipment means: (a) an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of (a) the capitalization level established by the organization for the financial statement purposes, or \$5000 [for federal funds], or (b); nonexpendable, tangible personal property of a nonconsumable nature with an acquisition cost of \$1000 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250 or more [for state funds].

(2) A subrecipient and its sub-contractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; and, (b) a procedure for conducting a physical inventory of equipment at least once every two years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the agency upon request. Any loss, damage, or theft of equipment shall be investigated and fully documented, and the subrecipient shall promptly notify the agency.

(3) The subrecipient's property management standards for equipment acquired with federal funds and federally owned equipment shall include accurately maintained equipment records with the following information:

- (a) a description of the equipment;
- (b) manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
- (c) source of the equipment, including the award number;
- (d) whether title vests in the subrecipient or the federal government;
- (e) acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
- (f) information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
- (g) location and condition of the equipment and the date the information was reported;
- (h) unit acquisition cost;
- (i) ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a subrecipient compensates the federal awarding agency for its share.

(4) Equipment purchased with federal funds with an acquisition cost over \$5,000 and equipment purchased with state funds with an acquisition cost over \$1,000 that is specifically identified in the service provider application approved by the agency is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the subrecipient subject to the conditions of 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110), Subpart C, paragraph 34. Equipment purchased under these thresholds is

considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to any PSC referencing this contract, or identified in the subcontracts with subcontractors (not included in a cost methodology), is subject to the conditions of s. 273, F.S. and 60A-1.0017, F. A. C. or Title 45 CFR part 74.

(5) Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through a PSC covered under this contract without the prior approval of the agency. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., S. 3030b United States Code (USC). Real property purchases from state funds can only be made through a fixed capital outlay grants and aids appropriation and therefore are subject to the provisions of s. 216.348, F.S. Any state funds provided for the purchase of or improvements to real property are contingent upon the subrecipient or political subdivision granting to the state a security interest in the property, at least to the amount of state funds provided, for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

(6) The subrecipient must obtain written approval from the agency prior to the purchase of any item of nonexpendable property that was not included in the subrecipient's service provider application approved by the agency.

(7) The subrecipient must adhere to the agency's procedures and standards when purchasing Information Technology Resources (ITR) as part of any PSC referencing this contract. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the agency's LAN administrator's files. Subrecipient's subcontractors must comply with the agency's ITR procedures.

(8) The subrecipient shall not dispose of any equipment or materials provided by the agency, or purchased with funds provided through this contract, or any PSC referencing this contract, without first obtaining approval from the agency. When disposing of property or equipment, the subrecipient must submit to the agency a written request for disposition instructions. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date, and condition of the property. The request should also indicate the subrecipient's proposed disposition (e.g., transfer or donation to another agency that administers federal programs, offer the item for sale, destroy the item). The agency will issue disposition instructions.

(9) If disposition instructions are not received within 120 days of the written request for disposition, the subrecipient is authorized to proceed as directed in 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110).

(10) Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.

28. Assignments

(1) The subrecipient shall not assign the rights and responsibilities under this contract, or any PSC referencing this contract, without the prior written approval of the agency, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the agency will constitute a material breach of the contract.

(2) The State of Florida shall at all times be entitled to assign or transfer, in whole or part, the department's and/or the agency's rights duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the subrecipient. In the event the State of Florida approves transfer of the

department's and/or the agency's obligations, the subrecipient remains responsible for all work performed and all expenses incurred in connection with this contract, or any PSC referencing this contract.

(3) This contract, and any PSC referencing this contract, shall remain binding upon the successors in interest of the subrecipient, the agency, or the department.

29. Subcontracts

(1) In the event the subrecipient utilizes subcontractors to provide services pursuant to this contract, or any PSC referencing this contract, such subcontractors shall be subject to the conditions of this contract, and any PSC referencing this contract. This contract, and any PSC referencing this contract, does not provide any rights to said subcontractors.

(2) The subrecipient is responsible for all work performed and for all commodities produced pursuant to this contract, or any PSC referencing this contract. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the agency deems necessary. The subrecipient further agrees that the agency will not be liable to the subcontractor in any way or for any reason. The subrecipient, at its expense, shall defend the agency against any such claims.

(3) If this contract, or any PSC referencing this contract, involves the use of a subcontractor or third party, then the subrecipient 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 sixty (60) days or more for the initiation of the subcontract or in the performance of the subcontractor, the subrecipient must notify the agency in writing of such delay.

(4) The subrecipient shall not permit a subcontractor to perform services related to this contract, or any PSC referencing this contract, without having a binding subcontractor agreement executed. The agency will not be responsible or liable for any obligations or claims resulting from such actions.

(5) The subrecipient shall promptly pay any subcontractors upon receipt of payment from the agency. Failure to make payments to any subcontractor in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the subrecipient and subcontractor, will result in a penalty as provided by statute.

(6) The subrecipient will be responsible for at least one monitoring per year of its subcontractors, subrecipients, vendors and/or consultants paid from provided under this contract, or any PSC referencing this contract. The subrecipient will perform fiscal, administrative and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The subrecipient will monitor to ensure that time schedules are met, the budget and scope of work are accomplished within time periods and other performance goals stated in this contract, or any PSC referencing this contract, are achieved.

30. Independent Contractor Status

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

31. Funding Obligations

(1) The agency acknowledges its obligation to pay the subrecipient for the performance of the subrecipient's duties and responsibilities set forth in any PSC referencing this contract. The agency's performance and obligation to pay under any PSC referencing this contract is contingent upon an annual appropriation by the Legislature and passed through the Department of Elder Affairs to the agency.

(2) The agency shall not be liable to the subrecipient for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any PSC executed between the parties, which references this contract, including but not limited to terms governing the subrecipient's promised performance and unit rates and/or reimbursement capitations specified.

(3) The agency shall not be liable to the subrecipient for any expenditures which are not allowable costs as defined in the C.F.R., Title 45, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules and regulations.

(4) The agency shall not be liable to the subrecipient for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any PSC referencing this contract.

32. Contract Payments

(1) The subrecipient shall spend all federal, state, and other funds provided by the agency for the purpose specified in each PSC. The subrecipient must manage the service dollars to ensure that the Assessed Prioritized Consumer List (APCL) contains no individuals who have been assigned a ranking of four (4) or five (5) when service dollars are available. If the agency determines that the subrecipient is not spending funds accordingly, the agency may transfer funds to other service providers within the planning and service area during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

(2) The subrecipient agrees to distribute funds as shown in their SPA and the Summary Budget included in each PSC. Any changes in the amounts of federal or state general revenue funds identified in the Summary Budget in each PSC, requires a contract amendment.

(3) PSC payments shall be made to the subrecipient as services are rendered and invoiced by the subrecipient. The agency shall have final approval of the invoice for payment, and will approve the invoice for payment only if the subrecipient has met all the terms and conditions of this contract, and any PSC referencing this contract, unless the bid specifications, purchase order, or PSC specifies otherwise.

(4) The subrecipient agrees to submit invoices for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The subrecipient shall certify that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverable contracts, including paid subcontractor invoices, and this documentation will be made available to the agency upon request. The subrecipient shall further certify that reimbursements requested are only for allowable expenses according to state and federal laws and regulations, provisions of the PSC, and the subrecipient's SPA, including any approved revisions thereto, and that the expenses do not exceed the budget approved by the agency.

(5) The agency shall make payment to subrecipient within 7 days from the date payment is received for that activity or service by the agency and if reasonable cause to withhold payment does not exist. Payment by the agency to the subrecipient shall be made only if and to the extent the agency receives payment from the grantor for the activities or services for which payment is requested by subrecipient. Actual payment for such activities or services by the grantor shall be a condition precedent which must occur before the agency will be obligated to pay the subrecipient for such activities or services.

(6) Reasonable cause for the agency to withhold payment to the subrecipient includes, but is not limited to subrecipient's: failure to have invoices or requests for payment properly completed and in the proper form, failure to ensure that client-specific information in the CIRTIS data information system is current and accurate, failure of subrecipient to submit complete and accurate reports to the agency in a timely manner as required by this contract, failure of the subrecipient to submit to the agency service records which substantiate that the activities or services for which payment is requested have been provided, if such service records have been requested in writing by the agency, failure by subrecipient to meet reporting deadlines, failure by subrecipient to comply with corrective action plans, and failure of subrecipient to meet performance outcome measures.

(7) The agency shall not be liable to the subrecipient for any expenditures which are not allowable costs as defined in the C.F.R., Title 45, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules and laws, and provisions of this contract, or any PSC referencing this contract.

(8) Requests for Payment returned to a subrecipient due to preparation errors may result in a payment delay.

(9) The rate of payment and the total dollar amount may be adjusted by the agency retroactively if agency funding by the department or other agency funder is adjusted in the contract between the agency and the department or other agency funder.

(10) The rate of payment and the total dollar amount may be adjusted by the agency for future payments in order to reallocate funding as required to meet client needs within the agency's PSA based on surplus deficit reports submitted by the subrecipient. Notwithstanding any other provision or requirement of this contract, the President/CEO of the agency and the chief administrative officer of the subrecipient may, within the last 60 days of the term of any PSC, agree to adjust the budget of the PSC by an amount not to exceed one percent (1%) of the total PSC budgeted funds. Adjustments under this provision shall not require a contract amendment.

(11) The Florida Department of Financial Services (DFS) has advised the department that payment requests to the state from the agency may be randomly selected and subjected to an "expanded pre-audit." An expanded pre-audit requires that supporting documentation verifying actual costs be provided before the selected payment is processed. The requirement applies to all contracts, regardless of the type or method of payment (e.g. deliverables, cost reimbursement, fixed cost, etc.). The subrecipient shall implement and maintain appropriate procedures to capture actual costs and expenditures for each invoice submitted to the agency. If the subrecipient is not able to provide the requested information, payments by the agency to the subrecipient may be withheld or disallowed. Examples of documentation requested by DFS during prior years related to expanded pre-audits included the following:

- (a) Timesheets, payroll records (split-funding schedules);
- (b) Client service logs and sign-in registers;
- (c) Invoices, receiving reports, etc.;
- (d) Cost, space sharing agreements and compilations; and
- (e) Other documentation evidencing actual costs

(12) The subrecipient shall submit the final invoice for payment to the agency as specified in any PSC referencing this contract. If the subrecipient fails to submit the final request for payment as specified in the PSC referencing this contract, then all rights to payment may be forfeited and the agency may not honor any requests subsequently submitted. Any payment due under the terms of any PSC referencing this contract may be withheld until all reports due from the subrecipient and necessary adjustments thereto have been approved by the agency.

33. Return of Funds

(1) The subrecipient agrees to return to the agency any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract, and any PSC referencing this contract, that were disbursed to the subrecipient by the agency.

(2) In the event the subrecipient or its independent auditor discovers that an overpayment has been made, the subrecipient shall repay said overpayment immediately, and without prior notification by the agency. In the event the agency first discovers an overpayment has been made, the agency will notify the subrecipient in writing of such findings, and the subrecipient shall repay said overpayment immediately. Overpayments not returned to the agency in a timely manner will be subject to interest at the rate established in s. 55.03, F.S.

34. Data Integrity and Safeguarding Information

(1) The subrecipient shall ensure an appropriate level of data security for the information the subrecipient is collecting or using in the performance of this contract, or any PSC referencing this contract. An appropriate level of security includes approving and tracking all subrecipient employees that request system or information access and ensuring that user access has been removed from all terminated employees.

(2) The subrecipient must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to insure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. It is recommended that a copy of the backed up data be stored in a secure, offsite location. The subrecipient 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 agency upon request.

(3) The subrecipient shall employ a Local Area Network (LAN) Administrator, or comparable staff position or consultant, who shall ensure the subrecipient's compliance with the requirements of this section.

(4) State and federal grants management requires a subrecipient receiving state and federal funds to have a financial management system which is capable of providing accurate information for prescribed reporting requirements. For the purposes of full disclosure of financial results for state and federally funded programs and for accountability purposes, reporting requirements may necessitate that the subrecipient have access to and knowledge of automated accounting systems and data processing capabilities.

(5) The subrecipient will ensure the collection and maintenance of client and service information on a monthly basis for the Client Information Registration and Tracking System (CIRTS) or any such system designated by the agency or the department. Maintenance includes valid exports and backups of all data and systems according to agency or department standards.

(6) The subrecipient will ensure all required data from subcontractors is entered accurately and timely into CIRTS according to the department's CIRTS Policy Guidelines for clients and services in the CIRTS database. The CIRTS data required from subcontractors must be entered into CIRTS before the subrecipient can submit a request for payment and expenditure report or other invoice to the agency. The subrecipient shall establish time frames with subcontractors to assure compliance with due dates for the requests for payment and expenditure reports to the agency.

(7) The subrecipient shall run monthly CIRTS verification reports to verify that client and service data in CIRTS is accurate. These verification reports must be submitted to the agency upon request.

(8) All data required to be input into CIRTS shall be input by the subrecipient within seven (7) working days following receipt of the data from clients or program or fiscal staff.

(9) Failure to ensure the collection and maintenance of the CIRTS data may result in the agency enacting the "Enforcement" clause of this contract, including delaying or withholding payment until the problem is corrected.

(10) The subrecipient must sign the Certifications and Assurances, **ATTACHMENT I**, and return it to the agency with this contract.

35. Computer Use and Social Media Policies

The agency has implemented a Computer Use Policy and a Social Media Policy, which are in accordance with requirements and policies of the Department. The Computer Use and Social Media Policies apply to all employees, contracted employees, consultants, OPS and volunteers, including all personnel affiliated with third parties of the agency and its subrecipients and vendors. Any entity that uses or has access to the agency's and the department's computer resource systems must comply with the agency's and the department's policy regarding social media. Social media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube. The subrecipient's computer Use and Social Media Policies must meet or exceed the agency's and the department's Computer Use and Social Media Policies, if the subrecipient is using computer systems and equipment funded with or maintained by the agency or the department. The agency's Computer Use and Social Media Policies are available by contacting the MIS Director at the agency.

36. Electronic Records and Signatures

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

(2) The agency's authorization pursuant to this section does not authorize electronic transactions between the subrecipient and the agency. The subrecipient is authorized to conduct electronic transactions with the agency only upon further written consent by the agency.

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

37. Conflict of Interest

(1) The subrecipient shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the subrecipient or its subcontractors shall participate in selection, or in the award of an agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

(2) The subrecipient or its subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The subrecipient's board members and management must disclose to the agency any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the

commencement of this contract, or any PSC referencing this contract. The subrecipient's employees and subcontractors must make the same disclosures described above to the subrecipient's board of directors. Compliance with this provision will be monitored.

38. Purchasing

(1) The subrecipient agrees to develop procurement procedures which are in accordance with applicable state and/or federal requirements, which encourage fair and open competition and which promote a diversity of subrecipients and its subcontractors for all services purchased pursuant to this contract, or any PSA referencing this contract.

(2) The subrecipient may procure recycled products or materials, which are the subject of or are required to carry out this contract, or any PSC referencing this contract, in accordance with the provisions of s. 403.7065, F.S.

39. Aging & Disability Resource Center Functions

If the subrecipient is designated as an Aging & Disability Resource Center (ADRC) Access Point through a formal written agreement with the agency, the following provisions apply to the subrecipient:

(1) The agency is designated as an Aging & Disability Resource Center, hereinafter referred to as the "ADRC", under the provisions of Section 430.2053, Florida Statutes. The primary functions of an ADRC are to facilitate consumer friendly access to long term care services and benefits for elders and caregivers through a coordinated, multi-access "one stop" system that integrates information, referral and eligibility determination functions.

(2) The ADRC functions are supported by designated Access Points. A designated Access Point is a local point of contact for elders and caregivers trying to access long term care services and benefits.

(3) The Access Point agrees to:

- (a) Refer to the ADRC all individuals seeking long term care services and benefits, including but not limited to information, referral, intake, screening, and eligibility determination;
- (b) Implement referral protocols and procedures established by the ADRC; and
- (c) Provide the ADRC with the most current information on elder resources available in the Access Point's county or local community.

(4) The ADRC agrees to:

- (a) Provide timely and helpful long term care options to elders and caregivers referred by the Access Point;
- (b) Provide the Access Point with written policies and procedures concerning the Access Point referral Process; and
- (c) Provide technical assistance and training for Access Point staff, as needed.

(5) The ADRC and Access Point mutually agree to:

- (a) Cooperate on efforts to enhance consumer choice, support informed decision-making, minimize service fragmentation and confusion, reduce duplication of administrative paperwork and procedures, and increase the cost-effectiveness of long term care support and delivery systems; and
- (b) Participate in public education programs which will increase awareness of ADRC services.

(6) If the subrecipient currently provides intake and screening for the age 60 and over population in the subrecipient's county, and has agreed to continue to provide these services to eligible consumers, under provisions of the ADRC, the agency shall outsource the services of intake and screening to the subrecipient for the period of this contract.

40. Emergency Preparedness and Continuity of Operations

(1) If the tasks performed pursuant to this contract, or any PSC referencing this contract, include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the subrecipient shall include documentation of an existing emergency preparedness plan in the SPA.

(2) The subrecipient shall maintain a contingency plan to provide client services in the event of a disruption of normal business operations. The contingency plan shall set forth procedures to ensure services to clients will not be interrupted or suspended in the event the subrecipient is unable to perform its duties under this contract, or any PSC referencing this contract.

(3) In the event a situation results in the cessation of services by the subrecipient's subcontractor or vendor, the subrecipient shall retain responsibility for performance under this contract, and any PSC referencing this contract, and must follow procedures to ensure continuity of operations and client services without interruption.

(4) In the event of an emergency, the subrecipient shall notify the agency of the emergency provisions within twenty-four (24) hours of the event.

41. Volunteers

The subrecipient 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 subrecipient shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

42. Financial Consequences of Non-Performance

(1) If the subrecipient fails to meet the minimum level of service or performance identified in this contract, or any PSC referencing this contract, or that is customary for the industry, then the agency must apply financial consequences commensurate with the deficiency. Financial consequences may include, but are not limited to, contract suspension, refusing payment, withholding payments until the deficiency is cured, tendering only partial payments, and/or cancelation of any contract, and reacquiring services from an alternate source. The subrecipient will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the agency.

(2) In addition to other damages recoverable by the agency against the subrecipient, the agency shall be entitled to recover from the subrecipient any financial consequences, withholding or reduction of payments, and fines or penalties imposed on the agency by the State of Florida Department of Elder Affairs as a result of the subrecipient's failure to perform this contract, any HIPAA business associate agreement, any PSC referencing this contract, or performance of the services provided therein. The subrecipient shall not be required to indemnify the agency for the agency's own negligence or breach of contract.

43. Dispute Resolution

Any dispute concerning performance of this contract, or any PSC referencing this contract, shall be decided by the agency, reduced to writing, and a copy served on the subrecipient.

44. No Waiver of Sovereign Immunity

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

45. Venue

If any dispute arises out of this contract, or any PSC referencing this contract, the venue of such legal recourse will be Hillsborough County, Florida.

46. Entire Contract

This contract, and any PSC referencing this contract, contains all the terms and conditions agreed upon by the parties. No oral agreements or representations shall be valid or binding upon the agency or the subrecipient unless expressly contained herein or by a written amendment to this contract, or any PSC referencing this contract, and signed by both parties.

47. Force Majeure

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

48. Severability Clause

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

49. Condition Precedent to Contract: Appropriations

The parties agree that the agency's performance and obligation to pay under this contract, or any PSC referencing this contract, is contingent upon an annual appropriation to the Department by the Legislature.

50. Addition/Deletion

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

51. Waiver

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

52. Compliance

The subrecipient agrees to abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current state statutes, laws, rules and regulations. The parties agree that failure of the subrecipient to abide by these laws shall be deemed an event of default of the subrecipient, and subject this contract, and any PSC referencing this contract, to immediate, unilateral cancellation of the contract(s) at the discretion of the agency.

53. Enforcement

(1) Without taking any intermediate measures available to it against the subrecipient, the agency may, at its sole discretion, take the following action against the subrecipient: withholding of payment, requiring a Corrective Action Plan (CAP), unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the subrecipient on probationary status, imposing a moratorium on subrecipient action, imposing financial penalties for nonperformance, or other administrative action (collectively referred to as "Enforcement" in this section), if the agency finds that:

(a) an intentional or negligent act of the subrecipient has materially affected the health, welfare, or safety of clients served pursuant to this contract, or any PSC referencing this contract, or substantially and negatively affected the operation of services covered under the PSC;

(b) the subrecipient lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;

(c) the subrecipient has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the agency or the department, or the subrecipient has committed or repeated violations of agency or the department standards;

(d) the subrecipient has failed to continue the provision or expansion of services after the declaration of a state of emergency; and/or

(e) the subrecipient has failed to adhere to the terms of this contract or the terms of any agreements and/or contracts covered by this contract and incorporating it by reference.

(2) In making any determination under this section the agency may rely upon the findings of a state or federal agency, or other regulatory body. Any claims for damages for breach of this contract, or any PSC referencing this contract, are exempt from administrative proceedings, and shall be brought before the appropriate entity in the venue of Hillsborough County.

54. Suspension of Work

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

55. Termination

(1) Termination without Cause

(a) This contract and any PSC referencing this contract may be terminated by either party without cause upon no less than sixty (60) calendar days notice in writing to the other party, unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered to the agency by certified mail, return receipt requested, or by any expedited delivery service that provides verification of delivery, or in person with proof of delivery.

(b) In the event the subrecipient terminates an agreement at will, the subrecipient agrees to submit, at the time it serves notice of the intent to terminate, a plan which identifies procedures to ensure services for clients pursuant to this contract, or any PSC referencing this contract, will not be interrupted or suspended by the termination.

(c) In the event that a contract between the subrecipient and a subcontractor is terminated, the subrecipient shall require the subcontractor to submit to the subrecipient and the agency, a similar plan ensuring services to clients will not be interrupted or suspended by the termination.

(d) The subrecipient shall not perform any activity or furnish any product after the effective date of termination, except as necessary to complete the continued portion of the contract, if any. The subrecipient shall not be entitled to recover any cancellation charges or lost profits.

(2) Termination for Lack of Funds

In the event funds for payment pursuant to this contract, or any PSC referencing this contract, become unavailable, the agency may terminate the affected contracts upon no less than twenty-four (24) hours notice in writing to the subrecipient. Said notice shall be delivered to the subrecipient by certified mail, return receipt requested, or by any expedited delivery service that provides verification of delivery, or in person with proof of delivery. The agency shall be the final authority as to the availability and adequacy of funds. In the event of termination for lack of funds, the subrecipient shall be compensated for any work satisfactorily completed prior to the date of termination.

(3) Termination for Breach

(a) Failure to have performed any contractual obligations with the agency in a manner satisfactory to the agency shall be a sufficient cause for termination of this contract, or any PSC referencing this contract. To be terminated as a subrecipient under this provision, the subrecipient must have (1) previously failed to satisfactorily perform in a contract with the agency, been notified by the agency of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of the agency; or (2) had a contract terminated by the agency for cause.

(b) Unless the breach is waived by the agency in writing, or the subrecipient fails to cure the breach within the time specified by the agency, the agency may, by written notice to the subrecipient, terminate this contract, or any PSC referencing this contract, for cause upon no less than twenty-four (24) hours notice. Said notice shall be delivered to the subrecipient by certified mail, return receipt requested, or by any expedited delivery service that provides verification of delivery, or in person with proof of delivery.

(c) If applicable, the agency may employ the default provisions in Rule 60A-1.006(3). F.A.C. Waiver of breach of any provisions of this contract, or any PSC referencing this contract, shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract, or any PSC referencing this contract. The provisions herein do not limit either party's rights to remedies at law or in equity.

56. Renegotiations or Modifications

Modifications of provisions of this contract, or any PSC referencing this contract, shall be valid only when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this contract, and any PSC referencing this contract, if revisions of any applicable laws or regulations make changes in the contract necessary, or if funding appropriations from the Legislature and/or Department are adjusted. The rate of payment and the total dollar amount of any PSC referencing this contract may be adjusted retroactively to reflect adjusted funding appropriations from the Legislature and/or the Department.

57. Notice and Contacts

(1) The name of the agency contact, address and telephone number:

Charlotte K. McHenry, President/CEO
Senior Connection Center, Inc.
8928 Brittany Way
Tampa, Florida 33619
(813) 740-3888

(2) The name, address and telephone number of the subrecipient:

Manatee County Board of County Commissioners
Community Services Department
P.O. Box 1000
Bradenton, Florida 34206
(941) 749-3030

(3) The name of the subrecipient contact person, street address and telephone number where financial and administrative records are maintained:

Cheri Coryea, Director
Community Services Department
Manatee County
1112 Manatee Avenue West, 3rd Floor, Suite 303
Bradenton, Florida 34205
(941) 749-3030

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

58. All Terms and Conditions Included

This contract and its attachments, 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this 51 page contract to be executed by their undersigned officials as duly authorized.

**SUBRECIPIENT: Manatee County,
a political subdivision
of the State of Florida**

**AGENCY: Senior Connection Center,
Inc.**

SIGNED
BY: _____

NAME: Betsy Benac

TITLE: Chairman

DATE: _____

SIGNED
BY: _____

NAME: Ben Darby

TITLE: Chair, Board of Directors

DATE: _____

FEDERAL ID NUMBER: 59-6000727

FISCAL YEAR ENDING DATE: 9/30

ATTEST: Angelina Coloneso
Clerk of the Circuit Court

By: _____

ATTACHMENT I

CERTIFICATIONS AND ASSURANCES

The agency will not award this contract unless the subrecipient completes this CERTIFICATIONS AND ASSURANCES. The subrecipient 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 (Chapter 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 (Chapter 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. Business Associate Agreement for Protected Health Information (PHI)
- K. Subrecipient Signature for Attachment I Certifications and Assurances

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

The undersigned certifies to the best of his or her knowledge and belief, that the subrecipient and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Have not within a three-year period preceding the 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; or 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 section 2 above.
- (4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause of default.

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

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 any state or federal agency, a member of Congress, an officer or employee of Congress, an employee of a member of Congress, or an officer or employee of the state legislator, in connection with the awarding 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.
- (2) 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 an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose 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 section 1352, Title 31, U.S. Code. 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. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE.

As a condition of this contract, the subrecipient assures that it will comply 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 participate 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 or pursuant to the Regulation of the Department of Health and Human Services (HHS) (45 CFR Part 80), to the end that, in accordance with Title VI of the 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 HHS.
- (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 HHS (45 CFR Part 84), to the end that, in accordance with Section 504 of the Act and 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 HHS.
- (4) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulations of HHS (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 HHS.

(5) Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of HHS (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 HHS

(6) The Americans with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

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

The subrecipient 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 subcontractors and contractors provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES.

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

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE.

As a condition of this contract, the subrecipient assures that it will comply 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 conditions provided by Pub. L. 111-117.

The subrecipient 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 subcontractors and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION.

The subrecipient hereby certifies that:

(1) If this contract, or any PSC referencing this contract, is in the amount of \$1 million or more, in accordance with the requirements of Chapter 287.135, F.S., it is not participating in a boycott of Israel, is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Both lists are created pursuant to Chapter 215.473, F.S.

(2) The subrecipient understands that pursuant to s. 287.135, F.S., the submission of a false certification may subject the subrecipient to civil penalties, attorney's fees, and/or costs.

(3) If the subrecipient is unable to certify any of the statements in this certification, the subrecipient must attach an explanation to this contract.

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

The subrecipient hereby certifies that:

(1) The subrecipient 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 subrecipient, subcontractor(s), or any outside entity on which the subrecipient 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, subrecipient(s) 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 subrecipient (represented by the undersigned) and purchased by the agency 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 subrecipient 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 agency, the department, or State of Florida and without interruption to the ongoing business of the agency, the department, or state, time being of the essence.

(4) The subrecipient and any subcontractor(s) of services under this contract, or any PSC referencing 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.

The subrecipient 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.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION.

(1) As a condition of contracting with the agency, the subrecipient certifies the use of the U.S. Department of Homeland Security's E-Verify System to verify employment eligibility of all new employees hired by the subrecipient during the contract term to perform employment duties pursuant to this contract, and any PSC referencing this contract; and that any subcontracts include an express requirement that subcontractors performing

work or providing service pursuant to this contract, or any PSC referencing this contract, utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

(2) The subrecipient shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements or contracts, and that all subcontractors certify compliance accordingly.

(3) 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 A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The subrecipient agrees to make available to the department and the agency, and/or any party designated by the department or the agency, all related records and documents pertaining to this contract, or any PSC referencing this contract. The subrecipient shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the department or the agency. Maintenance includes valid exports and backups of all data and systems according to department and agency standards.

J. BUSINESS ASSOCIATE AGREEMENT FOR PROTECTED HEALTH INFORMATION (PHI).

This Business Associate Agreement covers the use of Protected Health Information (PHI) involved in this Master Contract, or any Program and Service Contract (PSC) referencing this contract, between the agency, hereinafter referred to as the "Covered Entity," and the subrecipient, hereinafter referred to as the "Business Associate."

1. Background

(1) Business Associate will obtain Protected Health Information from Covered Entity in the performance of one or more contracts or agreements between Covered Entity and Business Associate. Business Associate and subcontractors of Business Associate that provide services in relation to said contracts or agreements are permitted to receive and use protected health information in connection with said contracts or agreements, subject to the terms of this agreement.

(2) Covered Entity, recognizes the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and has indicated its intent to comply.

(3) HIPAA regulations establish specific conditions on when and how covered entities may share information with contractors who perform functions for the Covered Entity.

(4) HIPAA requires the Covered Entity and the Business Associate to enter into a contract or agreement meeting certain standards and containing specific requirements to protect the confidentiality and security of patients' PHI, as set forth in, but not limited to the Code of Federal Regulations (C.F.R.), specifically 45 C.F.R. §§ 164.502(e), 164.504(e), 164.308(b), and 164.314(a-b)(2013) (as may apply) and contained in this agreement.

(5) The Health Information Technology for Economic and Clinical Health Act (2009), the American Recovery and Reinvestment Act (2009) and Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010) require business associates of covered entities to comply with the HIPAA Security Rule, as set forth in, but not limited to 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, 45 C.F.R. § 164.502(e)(2), and 45 C.F.R. § 164.504(e)(2013). Such sections apply to a Business Associate of a Covered Entity in the same manner that such sections apply to the Covered Entity.

2. Definitions

- (1) **Access** - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.
- (2) **Administrative Safeguards** - The administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic Protected Health Information (ePHI) and to manage the conduct of the covered entity's workforce in relation to the protection of that information.
- (3) **ARRA** - The American Recovery and Reinvestment Act (2009)
- (4) **Authentication** - The corroboration that a person is the one claimed.
- (5) **Availability** - The property that data or information is accessible and useable upon demand by an authorized person.
- (6) **Breach** - The unauthorized or unlawful acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.
- (7) **Compromises the Security** - Posing a significant risk of financial, reputational, or other harm to individuals.
- (8) **Confidentiality** - The property of data or information being undisclosed and unavailable to unauthorized persons or processes.
- (9) **Designated Record Set** -A group of records maintained by or for a Covered Entity as defined in 45 C.F.R. §164.501.
- (10) **Electronic Protected Health Information (ePHI)** - Individually identifiable health information transmitted by or maintained in electronic media, as specified in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (11) **HITECH** - The Health Information Technology for Economic and Clinical Health Act (2009).
- (12) **HIPAA** - The Health Insurance Portability and Accountability Act (1996) Pub. L. No. 104-191.
- (13) **Individual** - The person who is the subject of Protected Health Information, as specified in 45 C.F.R. §160.103.
- (14) **Information System** - An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
- (15) **Integrity** - The property of data or information being whole and not altered in an unauthorized manner.
- (16) **Malicious Software** - Software, such as a virus, designed to damage or disrupt an electronic information system.
- (17) **Part I** - Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010).
- (18) **Password** - Confidential authentication information composed of a string of characters.

- (19) Physical Safeguards - The physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- (20) Privacy Rule - The Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.
- (21) Protected Health Information (PHI) - Health information as defined in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (22) Required By Law - Has the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (23) Secretary - The Secretary of the Department of Health and Human Services or his or her designee.
- (24) Security Incident - The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (25) Security or Security Measures - All of the administrative, physical, and technical safeguards in an information system.
- (26) Security Rule - The Security Standards for the protection of Protected Health Information at 45 C.F.R. part 164, subpart C, and amendments thereto.
- (27) Technical Safeguards - The technology and the policy and procedures for its use that protect electronic protected health information and control access to it.
- (28) Unsecured PHI - Has the same meaning as the term "Unsecured Protected Health Information" as defined in 45 C.F.R. § 164.402.
- (29) All other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in 45 C.F.R. §§ 160, 162, and 164, or if defined therein, the same as the plain meaning of the term(s).

3. Obligations and Activities of Business Associate

- (1) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- (2) Business Associate agrees to:
- (a) Implement policies and procedures to prevent, detect, contain and correct security violations in accordance with 45 C.F.R. § 164.306;
 - (b) Prevent use or disclosure of the PHI other than as provided for by this Agreement or as required by law;
 - (c) Use appropriate safeguards and comply, where applicable, with Subpart C of 45 C.F.R. § 164 with respect to ePHI that the Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity, to prevent use or disclosure of the information other than as provided for by this agreement or by law;
 - (d) Comply with the Security Rule requirements including the Administrative Safeguards, Physical Safeguards, Technical Safeguards, and policies and procedures and documentation requirements set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, including the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and/or ePHI that the Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity; and

- (e) Comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations, to the extent Business Associate is able to carry out Covered Entity's obligations under 45 C.F.R. § 164 or this agreement.
- (3) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- (4) Business Associate agrees to report to Covered Entity, without unreasonable delay, any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware. This includes any copying or amendment of such information and any security breaches involving unsecured PHI as required by 45 C.F.R. § 164.410. Business Associate agrees to include in such notice:
- (a) Identification of any individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such security breach in accordance with 45 C.F.R. § 164.404; and
 - (b) All information required for the *Notice to the Secretary of HHS of Breach of Unsecured Protected Health Information*, available on the U.S. Department of Health and Human Services website.
- (5) Business Associate agrees to maintain and provide to the Secretary such records and compliance reports as the Secretary may determine to be necessary and to comply with all compliance reviews and complaint investigations as required by the 45 C.F.R. § 160, Subsection C.
- (6) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI that was created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (7) If Business Associate has PHI in a Designated Record Set:
- (a) Business Associate agrees to provide at the request of Covered Entity during regular business hours, access to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 C.F.R. § 164.524; and
 - (b) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an individual within 10 business days of receiving the request.
- (8) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or the Secretary upon request of either for purposes of determining Covered Entity's compliance with the Privacy Rule.
- (9) Business Associate agrees to document such disclosures of PHI and information related thereto as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (10) Business Associate agrees to provide to Covered Entity or an authorized individual, upon request, information collected in accordance with paragraphs 3(7) and 3(9) above, in response to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §§ 164.528, 164.502, and 164.504.
- (11) Business Associate specifically agrees to use security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in electronic or any other form, that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(12) Business Associate agrees to implement security measures to secure passwords used to access ePHI that it accesses, maintains, or transmits as part of this agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

(13) Business Associate agrees to implement security measures to safeguard ePHI that it accesses, maintains, or transmits as part of this agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

(14) Business Associate agrees to comply with:

(a) ARRA § 13404 (Application of Knowledge Elements Associated with Contracts), as set forth in 45 C.F.R. §§ 164.502 and 164.504;

(b) ARRA § 13405 (Restrictions on Certain Disclosures and Sales of Health Information), as set forth in 45 C.F.R. § 164, Subpart E; and

(c) ARRA § 13406 (Conditions on Certain Contacts as Part of Health Care Operations), as set forth in 45 C.F.R. §§ 164.508(a)(3) and 164.514(f)(1).

4. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement or any related agreement, Business Associate may use or disclose PHI to perform functions, activities, or services on behalf of Covered Entity, provided that such use or disclosure would not violate the Privacy Rule as it applies to Business Associate and Covered Entity, or the minimum necessary policies and procedures of the Covered Entity that are provided to Business Associate by Covered Entity.

5. Specific Use and Disclosure Provisions

(1) Except as otherwise limited in this agreement or any related agreement, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that Business Associate will appropriately safeguard the information in accordance with the Privacy Rule.

(2) Except as otherwise limited in this agreement or any related agreement, Business Associate may authorize a Business Associate that is a subcontractor to create, receive, maintain or transmit PHI on behalf of Business Associate for the proper management and administration of the Business Associate, provided that Business Associate obtains satisfactory assurances, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), and documented in accordance with 45 C.F.R. § 164.502(e)(1)(ii)(2), that the subcontractor will appropriately safeguard the information, and in the event of termination, will return or destroy all PHI and ePHI in accordance with paragraph 8(3) of this agreement and 45 C.F.R. § 164.504(e)(2)(ii)(J).

(3) Business Associate may use PHI to provide data aggregation services relating to the health care operations of Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), only when specifically authorized by Covered Entity.

(4) Business Associate may use or disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

6. Obligations of Covered Entity

(1) Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices, to the extent that such limitation may affect Business Associate's use or disclosure of PHI, by providing a copy of the most current Notice of Privacy Practices (NPP) to Business Associate. Future Notices and/or modifications to the NPP shall be posted on Covered Entity's website at www.agingflorida.com.

(2) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of an individual's PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

7. Permissible Requests by Covered Entity

Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

8. Effective Date and Termination

(1) The parties hereby agree that this agreement amends, restates and replaces any other Business Associate Agreement currently in effect between Covered Entity and Business Associate and that the provisions of this agreement shall be effective on the last date that the agreement has been signed by both parties.

(2) Termination for Cause – Upon Covered Entity's knowledge of a material breach of this agreement or a violation of the Security Rule or the Privacy Rule by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (b) Immediately terminate this agreement if the Business Associate has breached a material term of this agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, covered Entity shall report the violation to the Secretary.

(3) Effect of Termination – Except as provided in subparagraph (b) of this section, upon termination of this agreement, Business Associate shall return or destroy all PHI and ePHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.

- (a) This provision shall apply to PHI and ePHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI and ePHI.
- (b) In the event that Business Associate or Covered Entity determines that returning the PHI or ePHI is infeasible, notification of the conditions that make return of PHI or ePHI infeasible shall be provided to the other party. Business Associate shall extend the protections of this Agreement to such retained PHI and ePHI and limit further uses and disclosures of such retained PHI and ePHI to those purposes that make return or destruction of the information infeasible, for a minimum of six years and so long as Business Associate maintains such PHI and ePHI, but no less than six (6) years after the termination of this agreement.

(4) Expiration and Effect – Unless sooner terminated pursuant to Section 8(2) above, this agreement shall expire once the Business Associate no longer has any PHI in its possession, whether by destruction or return to Covered Entity. Business Associate shall provide a certification to Covered Entity once the Business Associate no longer has any data in its possession. Any agreements in place pursuant to Section 3(6) hereof shall remain in effect until such agent no longer has any PHI in its possession and certifies same.

9. Regulatory References

A reference in this agreement to a section in the Privacy Rule or Security Rule means the section then in effect or as may be amended in the future.

10. Amendments

The parties agree to take such action as is necessary to amend this agreement as necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy Rule, the Security Rule, and other applicable HIPAA rules.

11. Survival

Any term, condition, covenant or obligation which requires performance by either party hereto subsequent to the termination of this agreement shall remain enforceable against such party subsequent to termination.

12. Interpretation

Any ambiguity in this agreement shall be resolved to permit Covered Entity and Business Associate to comply with 45 C.F.R. §§ 160, 162, and 164.

13. Incorporation by reference

Any future new requirement(s), changes or deletion(s) enacted in federal law which create new or different obligations with respect to HIPAA privacy and/or security, shall be automatically incorporated by reference to this Business Associate Agreement on the respective effective date(s).

14. Notices

All notices and communications required, necessary or desired to be given pursuant to this agreement, including a change of address for purposes of such notices and communications, shall be in writing and delivered personally to the other party, or sent by express 24-hour guaranteed courier or delivery service, or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party at their primary business address on record at the time of the notice. Any such notice shall be deemed delivered upon receipt. If any notice cannot be delivered or delivery thereof is refused, delivery will be deemed to have occurred on the date such delivery was attempted.

15. Governing Law

The laws of the State of Florida, without giving effect to principles of conflict of laws, govern all matters arising under this agreement.

16. Severability

If any provision in this agreement is unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

17. Successors

Any successor to Business Associate (whether by direct or indirect or by purchase, merger, consolidation, or otherwise) is required to assume Business Associate's obligations under this agreement, and agree to perform them in the same manner and to the same extent that Business Associate would have been required to if that succession had not taken place. This assumption by the successor of the Business Associate's obligations shall be by written agreement satisfactory to Covered Entity.

18. Entire Agreement

This Business Associate Agreement constitutes the entire agreement of the parties relating to protected health information and supersedes all other oral or written agreements or policies relating thereto, except that this agreement does not limit the amendment of this agreement in accordance with section 10 of this agreement.

K. SUBRECIPIENT SIGNATURE FOR ATTACHMENT I CERTIFICATIONS AND ASSURANCES

By signing below, the subrecipient certifies that the representations outlined in sections A through J above are true and correct, and will be included in all related subcontract agreements, if applicable.

Subrecipient Authorized Representative:

Signed
By: _____

Name: Betsy Benac

Title: Chairman

Date: _____

(Revised November, 2017)

ATTEST: Angelina Colonnese
Clerk of the Circuit Court

By: _____

ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the agency to the subrecipient may be subject to audits and/or monitoring by the agency or the department and other authorized state or federal personnel as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the agency or department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this contract, the subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the agency or the department. In the event the agency or the department determines that a limited scope audit of the subrecipient is appropriate, the subrecipient agrees to comply with any additional instructions provided by the agency or the department to the subrecipient regarding such audit. The subrecipient 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 subrecipient is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

1. In the event that the subrecipient expends \$750,000 or more in federal awards in its fiscal year, the subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Federal funds awarded through the department and the agency, if any, are identified in the program and service contract(s) referencing this contract. In determining the federal awards expended in its fiscal year, the subrecipient shall consider all sources of federal awards, including federal resources received from or passed through the agency and the department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200. An audit of the subrecipient conducted by the Auditor General in accordance with the provisions 2 CFR Part 200 will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR, section 200.508.
3. If the subrecipient expends less than \$750,000 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 subrecipient expends less than \$750,000 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 an audit must be paid from subrecipient resources obtained from other than federal entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the agency shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the agency shall be fully disclosed in the audit report with reference to the agency contract involved. If not otherwise disclosed as required by 2 CFR Part 200, Section 200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the agency in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of thirty (30) days after receipt of the audit report or nine (9) months after the end of the subrecipient's fiscal year end.

PART II: STATE FUNDED

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

1. In the event that the subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in its fiscal year, the subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. State funds awarded through the department and the agency, if any, are identified in the program and service contract(s) referencing this contract. In determining the state financial assistance expended in its fiscal year, the subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the agency, the department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the subrecipient 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.
3. If the subrecipient expends less than \$750,000 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 subrecipient expends less than \$750,000 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 non-state resources (i.e., the cost of such an audit must be paid from the subrecipient's resources obtained from other than state entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the agency shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the agency shall be fully disclosed in the audit report with reference to the agency contract involved. If not otherwise disclosed as required by Rule 691-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the agency in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of forty-five (45) days after delivery of the audit report, but not later than twelve (12) months after the end of the subrecipient's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within forty-five (45) days after delivery of the audit report, but not later than nine (9) months after the end of the subrecipient's fiscal year end. Notwithstanding the applicability of this portion, the agency and the department retain the right to monitor and oversee the performance of this contract as outlined throughout this document, all contracts referencing this contract, and pursuant to law.

PART III: REPORT SUBMISSION

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

A. The agency at the following address:

**Senior Connection Center, Inc.
Attention: President and CEO
8928 Brittany Way
Tampa, Florida 33619**

B. For fiscal year 2014 and later, pursuant to 2 CFR Part 200, Section 200.512, the reporting package and data collection form must be submitted electronically to the Federal Audit Clearinghouse.

Pursuant to 2 CFR Part 200, Section 200.512, all other federal agencies, pass through entities and other interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

- C. The subrecipient shall submit a copy of any management letter issued by the auditor, to the agency at the following address:

**Senior Connection Center, Inc.
Attention: President and CEO
8928 Brittany Way
Tampa, Florida 33619**

- 2. Additionally, copies of audits and reporting packages required by PART II of this attachment shall be submitted by or on behalf of the subrecipient directly to each of the following:

- A. The agency at the following address:

**Senior Connection Center, Inc.
Attention: President and CEO
8928 Brittany Way
Tampa, Florida 33619**

- B. 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**

- 3. Any reports, management letters, or other information required to be submitted to the agency pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 4. Subrecipients, when submitting the financial reporting packages to the agency should indicate the date that the audit report was delivered to the subrecipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The subrecipient shall retain sufficient records demonstrating its compliance with the terms of this contract and all program and services contracts referencing this contract for a minimum period of six (6) years from the date the audit report is issued, and shall allow the agency or the department or the authorized designee of each, and the Chief Financial Officer, or Auditor General access to such records upon request. The subrecipient shall ensure that audit working papers are made available to the agency or department or the designee of each, and the Chief Financial Officer, or Auditor General upon request, for a minimum period of six (6) years from the date the audit report is issued, unless extended in writing by the agency or the department.

PART V: SPECIFIC REQUIREMENTS FOR AGENCY OR DEPARTMENT ADMINISTERED PROGRAMS

- 1. The agency and the department require a supplemental schedule of functional expenses be prepared in a format provided by the department, which presents costs by service (as defined by the department), including units of service delivered, for subrecipients or subcontractors expending state or federal awards for services performed by their employees, subrecipients, and other payees who receive payment from agency administered funds for units of service recorded in the department's Client Registration and Tracking System (CIRTS). This supplemental schedule shall be prepared using the same methodology as used in determining the contractual rates. Government entities are excluded from this requirement.
- 2. Based on the requirements of Part I and Part II of this attachment and the award of funds identified in the program and

service contract, an Audit Relationship Determination will be made as set forth in **EXHIBIT-1**. Fiscal compliance requirements for federal and state awards are also identified in **EXHIBIT-1**.

3. If an audit is not required or performed, the head of the subrecipient entity or organization must provide a written attestation, under penalty of perjury, that the subrecipient has complied with the allowable federal and state cost provisions as referenced in 2 CFR Part 200 and/or Section 215 F.S., and the Reference Guide for State Expenditures.
4. Information is included in each program and service contract identifying the funding source(s), program titles, applicable CFDA or CSFA numbers and the amount of funds granted.
5. Specific requirements for match, co-payments, and program income applicable to programs administered by the agency are outlined in each program and service contract.

(Revised November 2017)

**ATTACHMENT II
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 200.500, and/or Section 215.97, F.S. Providers who are determined to be recipients or subrecipients 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 ATTACHMENT II are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR Part 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 subrecipients 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 691-5.006, FAC, a provider shall be determined to be, and identified as such, in the agreement or program and service contract:

- (1) A vendor or exempt entity and not subject to 2 CFR Part 200.38 and/or Section 215.97, F.S.;
- (2) A recipient/subrecipient subject to 2 CFR Part 200.86 and 200.93 and/or Section 215.97, F.S.; or
- (3) An 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 /subrecipient of federal and/or state financial assistance and has been approved by the agency to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-.5006, FAC [state financial assistance] and Section 2 CFR Part 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive federal awards 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 Part 200.416 – 200.417 – Special Considerations for States, Local Governments and Indian Tribes*
- 2 CFR Part 200.201 – Administrative Requirements**
- 2 CFR Part 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 Part 200.400-411 – Cost Principles*
- 2 CFR Part 200.100 – Administrative Requirements
- 2 CFR Part 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 Part 200.418 – 200.419 – Special Considerations for Institutions of Higher Education*
- 2 CFR Part 200.100 – Administrative Requirements
- 2 CFR Part 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 the 2 CFR Part 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/subrecipient, must comply with the following fiscal laws, rules and regulations:

Section 215.97 F.S.

Section 215.971 F.S.

Chapter 69I-5, Fla. Admin. Code

State Projects Compliance Supplement

Reference Guide for State Expenditures

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

(Revised November 2017)

ATTACHMENT III

ASSURANCES FOR NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

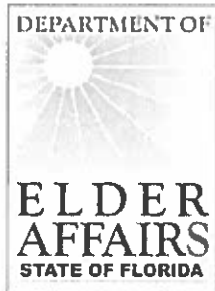
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Signed By: _____ Name: <u> Betsy Benac </u>	TITLE Chairman
APPLICANT ORGANIZATION Manatee County Board of County Commissioners	DATE SUBMITTED

(Revised November 2017)

ATTEST: Angelina Colonnese
 Clerk of the Circuit Court

By: _____



BACKGROUND SCREENING

Affidavit of Compliance - Employer

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

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

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address City State ZIP code

I, _____ do hereby affirm under penalty of perjury
Name of Representative

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

Signature of Representative

Date

STATE OF FLORIDA, COUNTY OF _____

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

Print, Type, or Stamp Commissioned Name of Notary Public

Notary Public

SENIOR CONNECTION CENTER, INC.			
REPORT SCHEDULE			
Provider Type	Report Name	Frequency	Due Date
All Providers:	Surplus/Deficit Report	Monthly	15th
	ADRC Monthly Contact Report	Monthly	10th
	Program Highlights	Annual	September 7th
	Volunteer Activity Report	Quarterly	30th of April, July, October & January
	Service Cost Report	Annual	February 15th (OAA), August 15th (CCE)
	Subcontractor Monitoring Reports	Annual	45 business days from date of report
CCE Lead Agencies:	APS Exception Report	Weekly	3 business days from date of request
	Outcome Measures	Monthly	20th
	CIRTS Exception Report Tracking Log	Monthly	20th
	ADI Memory Disorder Clinic Trng. Report	Annual	30th of month following training
ADI Spec. Alz. Svcs. Providers:	Spec. Alz. Services Training Report	Annual	30 days from date of training
	CIRTS Exception Report Tracking Log	Monthly	20th
EHEAP Providers:	EHEAP Summary Report	Quarterly	7th of April, July, October & January
	EHEAP Outreach Plan Survey	Annual	30 days from contract execution
All OAA Providers:	Targeting Plan Achievement Report	Quarterly	15th
	OAA Outreach and Targeting Log	Quarterly	15th
Nutrition Providers:	Dietician Approved Menus	Monthly	15th - Please note, all menus must be signed and approved by the providers contracted Dietician at least 4 weeks prior to implementation
	Menu Substitution List	Monthly	15th
	Nutrition Education	Monthly	15th
	Temperature Logs	Monthly	15th
	Outcome Measures	Monthly	20th
	Nutrition Program Compliance Review	Quarterly	15th of April, July, October & January
	Dietician Reports - NPCR Tools	Quarterly	30th of April, July, October & January
	Food Safety Course Training Report for Staff and Volunteers	Annual	30th of month following annual course completion
	Nutrition Advisory Council	Annual	30th of month following advisory council meeting, which must occur semi-annually
	Copies of Dietician License and Contract Agreement	Annual	30th of month following signed contract agreement
	CIRTS Exception Report Tracking Log	Monthly	20th
OAA Non-Registered Service Providers:	Demographic Profile: Non-Registered Services	Monthly	15th
OAA Legal Service Providers	OFLAP Report	Quarterly	15th of April, July, October & January

(Revised November 2017)

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name	County	PSA
Address	Completed By	
City, State, Zip Code	Date	Telephone

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

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

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

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with WCFAAA? If NA or NO explain. NA YES NO
7. Compare staff Composition to the population. Is staff representative of the population? If NA or NO, explain. NA YES NO
8. Compare client composition to the population. Are race/ 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 into 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 participates of nondiscrimination on the basis of disability? If NO, explain.

YES NO

20 Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain.

YES NO

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000 OR MORE.

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

YES NO

DOEA/SCC USE ONLY	
Reviewed By	In Compliance: YES <input type="checkbox"/> NO * <input type="checkbox"/>
Program Office	*Date Notice of Corrective Action Sent: / /
Date	Telephone
Date Response Due: / /	
<input type="checkbox"/> On-Site <input type="checkbox"/> Desk Review	Date Response Received: / /

(Revised November 2014)

**MASTER CONTRACT
FOR FEDERAL AND STATE PROGRAMS**

THIS MASTER CONTRACT is entered into between Senior Connection Center, Inc., defined as an Area Agency on Aging in accordance with section 430.203, F.S., and with section 305(c) of the Older Americans Act (OAA), as amended, hereinafter referred to as the “agency,” and Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the “subrecipient,” and collectively referred to as the “parties.”

In consideration of the mutual covenants and conditions set forth, the parties agree as follows:

1. Contents of Contract

1. Contents of Contract
2. Purpose of Contract
3. Term of Contract
4. Definitions and Terms
5. Definitions of Acronyms
6. Incorporation of Documents
7. Compliance with Federal Laws and Regulations
8. Compliance with State Laws and Regulations
9. Background Screening
10. Grievance and Complaint Procedures
11. Public Records and Retention
12. Audits, Inspections, Investigations, and Availability of Records
13. Nondiscrimination and Civil Rights Compliance
14. Monitoring
15. Indemnification
16. Insurance and Bonding
17. Confidentiality of Information
18. Health Insurance Portability and Accountability Act
19. Incident Reporting
20. Emergency Reporting
21. Investigation of Criminal Allegations
22. New Contract(s) Reporting
23. Bankruptcy Notification
24. Sponsorship and Publicity
25. Patents, Copyrights, and Royalties
26. Service Times and Locations
27. Property and Equipment
28. Assignments
29. Subcontracts
30. Independent Contractor Status
31. Funding Obligations
32. Contract Payments
33. Return of Funds
34. Data Integrity and Safeguarding Information
35. Computer Use and Social Media Policies
36. Electronic Records and Signatures
37. Conflict of Interest
38. Purchasing
39. Aging & Disability Resource Center Functions
40. Emergency Preparedness and Continuity of Operations
41. Volunteers

- 42. Financial Consequences of Non-Performance
- 43. Dispute Resolution
- 44. No Waiver of Sovereign Immunity
- 45. Venue
- 46. Entire Contract
- 47. Force Majeure
- 48. Severability Clause
- 49. Condition Precedent to Contract: Appropriations
- 50. Addition/Deletion
- 51. Waiver
- 52. Compliance
- 53. Enforcement
- 54. Suspension of Work
- 55. Termination
- 56. Renegotiations and Modifications
- 57. Notice and Contacts
- 58. All terms and Conditions Included
- Contract Signatures
- Attachment I – Certifications and Assurances
- Attachment II – Financial and Compliance Audit
- Attachment III – Assurances For Non-Construction Programs
- Attachment IV – Background Screening Affidavit of Compliance
- Attachment V – Reports Schedule
- Attachment VI – Civil Rights Compliance Checklist

2. Purpose of Contract

The purpose of this contract is to set forth standard terms, conditions, guidelines, procedures, and requirements applicable to all program and service contracts issued by the agency. All agreements and/or contracts executed between the agency and the subrecipient during the effective period of this contract shall reference this contract by number, incorporating it therein, and shall be governed in accordance with the applicable laws, statutes and other conditions set forth in this contract.

3. Term of Contract

This contract shall become binding at twelve (12:00) A.M., Eastern Standard Time on **January 1, 2018** or on the date the contract has been signed by both parties, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time on **December 31, 2020**.

4. Definition of Terms

- (1) To the extent this contract is incorporated into a contract for the expenditure of federal funds, the term “agency” shall mean a recipient as defined in 2 CFR Part 200, or its successor, and the term subrecipient shall mean a subrecipient as defined in 2 CFR Part 200, or its successor.
- (2) “This contract” shall include any contract, agreement, or referral agreement incorporating this contract by reference.
- (3) “Comply” and “As Applicable”: When this contract states that the subrecipient will “comply” with a designated law, rule, regulation, handbook, form, or similar provision (called a “Law” in this paragraph), the subrecipient shall comply with such Law as if the subrecipient is an entity subject to such Law. When this contract states that the subrecipient will comply with the “applicable provisions” of a Law, or comply with a Law

“as applicable,” the subrecipient will comply with such Law to the extent that such Law is, by the requirements of the Law, applicable to the subrecipient independent of any requirement of this contract.

(4) “Contracts and Grants Manager” means the agency’s contracts and grants manager.

(5) “Department” or “DOEA” means the state of Florida Department of Elder Affairs.

(6) “Department of Financial Services” or “DFS” means the state of Florida Department of Financial Services.

(7) “Grantor” means the entity that funds a particular program for which the subrecipient seeks payment.

(8) “Service records” means all documentation and records the subrecipient is required to maintain to support and substantiate services provided to a client, including, but not limited to, registration logs signed by clients, documents describing units of service, episodes, or unit costs.

(9) “Service Provider Application” means the subrecipient’s service provider application, as amended, and approved by the agency.

(10) “Vendor” shall have the meaning defined in section 215.97, F.S.

5. Definitions of Acronyms

- (1) Department of Elder Affairs (DOEA)
- (2) Adult Protective Services (APS)
- (3) Planning and Service Area (PSA)
- (4) Client Information and Registration Tracking System (CIRTS)
- (5) Program and Service Contract (PSC)
- (6) Service Provider Application (SPA)

6. Incorporation of Documents

(1) This contract will incorporate attachments, proposals, service provider applications, grant agreements, relevant DOEA handbooks, manuals or desk books, Notices of Instruction, and any revisions thereto, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of a conflict in language among any of the documents referenced below, the specific provisions and requirements of applicable federal and state laws, statutes, and this contract shall prevail over the inconsistent provisions in these documents.

(2) In accordance with s. 287, F.S., as amended, and Department of Financial Services’ Chief Financial Officer Memoranda, the following memoranda are provided for informational purposes and are hereby incorporated by reference:

- (a) CFO Memo No. 02: Release date, October 3, 2012;
- (b) CFO Memo No. 06: Release date, June 27, 2012;
- (c) CFO Memo No. 01: Release date, July 26, 2012; and
- (d) CFO Memo No. 04: Release date, June 30, 2006.

7. Compliance with Federal Laws and Regulations

If any PSC contains federal funding, the subrecipient shall comply with the following federal laws and regulations. It is expressly understood that a finding that the subrecipient materially and substantially has not complied with any of the provisions of this section shall constitute a breach of this contract.

(1) The subrecipient shall comply with the cost principles, administrative requirements, and other provisions of all

applicable federal laws and regulations including, but not limited to: the Older Americans Act of 2006, as amended, sections 215.97 and 216.348, F.S., Title 45, Code of Regulations (CFR), Part 74, and/or 45 CFR Part 92 and Part 1321, and/or 48 CFR Part 31, and Office of Management and Budget (OMB) Cost Principles 225 (A-87) and 230 (A-122), Federal Acquisition Regulation 31.2, Circulars A-133 and A-102 and 2 CFR Part 215 and Part 215 (formerly OMB Circular A-110), and any revisions to the cost principles, administrative requirements, and other provisions of all the applicable federal laws and regulations noted above, whichever are applicable to the subrecipient's organization. The subrecipient shall comply with any federal regulations that have superseded the OMB Circulars and 45 CFR Part 92, as applicable.

(2) If the PSC contains federal funds and is over \$100,000.00, the subrecipient shall comply with all applicable standards, orders or regulations issued under s. 306 of the Clean Air Act as amended [42 United States Code (U.S.C.) 7401 et. seq.], the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) code, Title 29 CFR, Part 1910.1030, s.508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The subrecipient shall report any violations of the above to the agency.

(3) The subrecipient, or an agent acting for the subrecipient, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any state legislature. If the subrecipient receives a PSC containing federal funds in excess of \$100,000.00, the subrecipient must sign the Certifications and Assurances, **ATTACHMENT I**, and return the form to the agency with this contract.

(4) In accordance with Appendix A to 2 CFR 215, the subrecipient shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.

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

(6) The subrecipient shall not employ an unauthorized alien. The agency shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation shall be cause for unilateral cancellation by the agency of this contract, and any PSC referencing this contract.

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

(8) The subrecipient shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

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

(10) To comply with Executive Order 12989, as amended, and Executive Order No. 11-116, the subrecipient agrees to utilize the U.S. Department of Homeland Security's E-Verify System (<https://e-verify.uscis.gov/emp>) to verify the employment eligibility of all new employees hired by the subrecipient during the contract term. The subrecipient

shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract, and any PSC referencing this contract, utilize the E-Verify System to verify the employment of all new employees hired by the subcontractor during the contract term. Subrecipients and their subcontractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The subrecipient must sign the Certifications and Assurances, ATTACHMENT I, and return the form to the agency with this contract.

8. Compliance with State Laws and Regulations

(1) This contract, and any PSC referencing this contract, is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, including Florida provisions for conflict of laws. It is expressly understood that a finding that the subrecipient materially and substantially has not complied with any of the provisions of this section shall constitute a breach of this contract.

(2) The subrecipient shall comply with requirements of s. 287.058, F.S., as amended.

(3) The subrecipient shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this contract, or any PSC referencing this contract, which the agency must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).

(4) The subrecipient shall submit invoices for fees and other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.

(5) If itemized payment for travel expenses is permitted in this contract, or any PSC referencing this contract, the subrecipient shall submit invoices for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.

(6) The subrecipient shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the subrecipient in conjunction with this contract or any PSC referencing this contract, except for those records which are made confidential or exempt by law. The subrecipient's refusal to comply with this provision shall constitute an immediate breach of contract for which the agency may unilaterally terminate this contract, and any PSC referencing this contract.

(7) If clients are to be transported under this contract, or any PSC referencing this contract, the subrecipient shall comply with the provisions of Chapter 427, F.S., and Chapter 41-2, F. A. C.

(8) Subrecipients and their subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.

(9) Pursuant to s. 287.133, F.S., a person or affiliation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

(10) The subrecipient shall comply with provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the state legislature, judicial branch or a state agency.

(11) In accordance with s. 287.135, F.S., any subrecipient on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (Lists), created pursuant to s. 215.473, F.S., is ineligible to enter into or renew a contract with the agency for goods or services of \$1 million or more. Pursuant to s. 287.135, F.S., the agency may terminate this contract, and any PSC referencing this contract, if the subrecipient is found to have submitted false certification of its status on the Lists or has been placed on the Lists. Further, the subrecipient is subject to civil penalties, attorney's fees and costs, and any costs for investigations that lead to the finding of false certification. If this contract, or any PSC referencing this contract, contains \$1 million or more, the subrecipient must sign the Certifications and Assurances, **ATTACHMENT I**, and return the form to the agency with this contract.

9. Background Screening

(1) The subrecipient shall ensure that the requirements of s. 430.0402 and ch. 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The subrecipient must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0502 and Chapter 435, F.S.

(2) Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>; and on the Agency for Health Care Administration website at http://ahca.myflorida.com/MCHO/Central_Services/Background_Screening/BGS_results.shtml.

(3) The subrecipient shall submit to the agency with this contract a signed Certifications and Assurances, **ATTACHMENT I**.

10. Grievance and Complaint Procedures

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

(2) The subrecipient shall develop and implement written complaint procedures and ensure that subcontractors develop and implement written 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 service that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and determination of the complaint.

11. Public Records and Retention

(1) If under this contract, or any PSC referencing this contract, the subrecipient is providing services and is acting on behalf of the agency or the Department as provided under s. 119.011(2), F.S., the subrecipient, subject to the terms of s. 287.058(1)(c), F.S., and any other applicable legal and equitable remedies, shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the agency and the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the agency or the Department all public records in possession of the subrecipient upon completion or termination of this contract, and any PSC referencing this contract, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the agency in a format that is compatible with the information technology systems of the agency and the Department.

(2) The agency may unilaterally cancel this contract, and any PSC referencing this contract, notwithstanding any other provisions of this contract, for refusal by the subrecipient to comply with Section 11 of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the subrecipient in conjunction with this contract, or any PSC referencing this contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

(3) Public Records Law, Section 119.0701, Florida Statute:

For clarification purposes, the agency is not acting on behalf of the subrecipient as “acting on behalf” has been defined by Florida law, see cases cited below. This contract, or any PSC referencing this contract, is not one in which the agency provides services to the subrecipient. In addition, the agency is not a public agency, as defined under Section 119.0701, Florida Statutes.

Pursuant to Section 119.0701, Florida Statutes, a Contractor means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under Section 119.011(2). Those entities that are not acting on behalf of a public agency as provided under Section 119.011(2) are not included in the definition Contractor in Section 119.0701, Florida Statutes.

The court in *Parsons & Whittemore, Inc. v. Metropolitan Dade County*, 429 So. 2d 343, at 346 (Fla. 3d DCA 1983) noted: “We are unaware of any authority which supports the proposition that merely by contracting with a governmental agency a corporation acts ‘on behalf of the agency.’” Courts apply a multi-factor test to determine whether a private entity is acting on behalf of a public entity, see *News and Sun-Sentinel Co. v. Schwab, Twitty, Hanser Architectural Group, Inc.*, 596 So. 2d 1029, 1031 (Fla. 1992). See also Florida Attorney General Opinions, AGO 2014-06 and Informal Opinion dated December 31, 2014.

Except as may be required by the application of Section 119.0701, Florida Statutes, nothing in this contract, or any PSC referencing this contract, shall be construed as a finding by the agency that the subrecipient is acting on behalf of the agency, as provided under Section 119.011(2), Florida Statutes, so as to make the subrecipient a contractor as defined in Section 119.0701, Florida Statutes.

12. Audits, Inspections, Investigations, and Availability of Records

The Subrecipient agrees to:

(1) Submit management, program, and client identifiable data, as specified by the agency pursuant to this contract, and agreements or contracts incorporating this contract by reference. To assure that management, program, and client identifiable data is completely and accurately recorded and submitted in a timely manner and in accordance with the agency’s and the Department’s Client Information Registration and Tracking System (CIRTS) Policy Guidelines. When there is a conflict between the agency’s and the department’s CIRTS Guidelines, the subrecipient shall follow the agency’s CIRTS guidelines. Subrecipient shall ensure that provisions of this paragraph are incorporated into any subcontracts the subrecipient enters into in which the subcontractor may be required to provide information described in this paragraph.

- (2) Provide original files to the agency or the department, and allow them to be taken offsite from the subrecipient's site for reasonable periods for purposes of audit and monitoring, if requested in writing by the agency.
- (3) Establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices that sufficiently and properly reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the agency under all agreements and/or contracts covered by this contract. The subrecipient shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this contract, or any PSC referencing this contract. Whenever appropriate, financial information should be related to performance and unit cost data.
- (4) Maintain records, including paid invoices, payroll registers, travel vouchers, copy logs, postage logs, time sheets, etc., as supporting documentation for service cost reports, service records, and for administrative expenses. Original documentation will be made available upon request for monitoring and auditing purposes.
- (5) Maintain service delivery receipts signed by the client, or sign-in sheets, or other methods approved by the agency that document delivery of service to a client. Such service records shall be submitted to the agency when requested in writing by the agency.
- (6) Assure that the records described in this section shall be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the agency.
- (7) The subrecipient shall ensure that at all reasonable times for as long as records are maintained, persons duly authorized by the agency, the department and federal auditors, pursuant to 45 CFR 92.36(i)(10), will be allowed full access to and right to examine any of the subrecipient's contracts and related records and documents pertinent to this specific contract, or any PSC referencing this contract, regardless of the form in which kept.
- (8) The subrecipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General pursuant to s. 20.055, F.S.
- (9) Maintain and file with the agency such progress, program, fiscal, inventory, and other reports as the agency may require pursuant to this contract, and agreements or contracts incorporating this contract by reference, within the period of this contract. Such reporting requirements must be reasonable given the scope and purpose of the agreements and/or contracts incorporating this contract by reference. See **ATTACHMENT V**, Reports Schedule.
- (10) Provide client information and statistical data when requested by the agency or the department.
- (11) Provide to the agency or the department all fiscal information regarding services contracted to subcontractors pursuant to this contract using an application provided by the agency.
- (12) Provide the agency fiscal information using forms designated by the agency.
- (13) Provide an independent financial and compliance audit to the agency and the department as specified in **ATTACHMENT II** and ensure that all related third-party transactions are disclosed to the auditor.
- (14) Include the aforementioned audit and record keeping requirements, including **ATTACHMENT II**, in all subcontracts and assignments.
- (15) Retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to each agreement and/or PSC referencing this contract for a period of at least six (6) years after completion of the agreement(s) and/or PSC, or longer when required by law. In the event an audit is required for this contract, or any PSC referencing this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit

findings or litigation based on the terms of this contract, or any agreement and/or PSC referencing this contract, at no additional cost to the agency.

(16) Upon demand, at no additional cost to the agency, the subrecipient shall facilitate the duplication and transfer of any records or documents described in this section during the required retention period.

13. Nondiscrimination and Civil Rights Compliance

(1) The subrecipient assures that it will not discriminate against any person in the provision of services or benefits under this contract, or any PSC referencing 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 subrecipient further assures that all subcontractors or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. The subrecipient shall execute and return with this contract the assurances required in **ATTACHMENT III**, Assurances For Non-Construction Programs.

(2) During the term of this contract, or any PCS referencing this contract, the subrecipient shall complete on an annual basis, and retain on file, a timely, complete and accurate Civil Rights Compliance Checklist, **ATTACHMENT VI**.

(3) The subrecipient shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract, or any PSC referencing this contract. These procedures shall include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

(4) If this contract, or any PSC referencing this contract, contains federal funds, these assurances are a condition of continued receipt or benefit from federal financial assistance, and are binding upon the subrecipient, its successors, transferees, and assignees for the period during which such assistance is provided. The subrecipient 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 subrecipient understands that the agency 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.

14. Monitoring

(1) The subrecipient shall permit persons duly authorized by the agency or the department to inspect and copy any records, papers, documents, facilities, goods and services of the subrecipient which are relevant to this contract, or any PSC referencing this contract, and to interview any clients and employees of the subrecipient and its subcontractors to assure the agency of satisfactory performance of the terms and conditions of these contracts.

(2) Following a monitoring review, the agency shall deliver to the subrecipient a written report of its findings, and where appropriate, request a written Corrective Action Plan (CAP). The subrecipient hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the agency. All Corrective Action Plans must be approved in writing by the agency.

(3) The subrecipient's failure to correct or justify deficiencies within a reasonable time as specified by the agency may result in the agency taking any of the actions identified in the Enforcement section of this contract, or the agency may deem the subrecipient's failure to be a breach of this contract.

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

(5) The subrecipient will be responsible for at least one monitoring per year of its subcontractors. The subrecipient will perform fiscal, administrative and programmatic monitoring of subcontractors to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.

15. Indemnification

(1) The subrecipient agrees to indemnify, save, defend, and hold harmless the agency and its officers, agents, and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this contract, any HIPAA business associate agreement, any PSC referencing this contract, or performance of the services provided for therein. It is understood and agreed that the subrecipient is not required to indemnify the agency for claims, demands, actions or causes of action arising solely out of the agency's negligence.

(2) The subrecipient shall indemnify the agency for any financial consequences, withholding or reduction of payments, and fines or penalties imposed on the agency by the State of Florida Department of Elder Affairs as a result of the subrecipient's failure to perform this contract, any HIPAA business associate agreement, any PSC referencing this contract, or performance of the services provided therein. The subrecipient shall not be required to indemnify the agency for the agency's own negligence or breach of contract.

(3) Except to the extent permitted by s. 768.28, F.S., or other Florida law, this section is not applicable to contracts executed between the agency and state agencies or subdivisions defined in s. 768.28(2), F.S.

16. Insurance and Bonding

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

(2) Throughout the term of this contract, and any PSC referencing this contract, the subrecipient agrees to maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the subrecipient authorized to handle funds received or disbursed under this contract, or any PSC referencing this contract, in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

17. Confidentiality of Information

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

18. Health Insurance Portability and Accountability Act

Where applicable, the subrecipient shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR 160, 162, and 164). If the subrecipient shall receive client's protected health information as a result of this contract, or any PSC referencing this contract, the subrecipient is a "Business Associate" of the agency under the terms of the HIPAA, and the subrecipient must sign the Business Associate Agreement in the Certifications and Assurances, **ATTACHMENT I**, and return it to the agency with this contract. Where appropriate, as determined by the agency, the agency may be a Business Associate of a covered entity subrecipient.

19. Incident Reporting

(1) The subrecipient shall notify the agency's President and Chief Executive Officer of any and all serious or major incidents involving an agency-funded client, or the discovery of conditions that may materially affect the subrecipient's or their subcontractor's ability to perform the services required to be performed under this contract, or any PSC referencing this contract. Serious and/or major incidents include, but are not limited to the following:

- (a) An incident which has or may affect the health and safety of a client, i.e., broken bones, severe bruising, EMS contact, etc.;
- (b) Brain or spinal damage;
- (c) Permanent disfigurement;
- (d) Fracture or dislocation of bones or joints;
- (e) Death of a client (notification is not required for a death determined to be from natural causes, nor the death of a hospice patient, unless staff intervention or lack of intervention contributed to the death);
- (f) Any condition requiring medical attention to which the recipient has not given informed consent (this does not include transfer of a recipient to the hospital because a pre-existing condition has worsened);
- (g) Any condition that requires the transfer of the recipient, within or outside an Assisted Living facility to a unit providing a more acute level of care due to the adverse incident, rather than the recipient's condition prior to the adverse incident;
- (h) A crime or threat which may impact or has impacted the health and safety of a client or staff member;
- (i) An incident involving a client, law enforcement agency, the Florida Department of Children and Family Services (DCF), or other agency of authority (this does not include notification for Baker Act transport);
- (j) Any allegation of client abuse by a subrecipient representative or subcontractor representative;
- (k) Resident elopement;
- (l) The closure of a service site;
- (m) A media contact regarding an incident involving a client or agency-funded services;
- (n) The termination of a subcontractor; and
- (o) Any other incident of a serious or major nature.

(2) Should there be difficulty in determining if an incident qualifies as a serious or major issue or incident, the subrecipient should contact the agency's President/CEO, Chief Operating Officer, or Director of Program Management for a determination.

(3) Initial Notification: The subrecipient must notify the agency's President/CEO in writing via fax or by use of a secured e-mail address within 48 hours of when the subrecipient first becomes aware of the incident. The initial notification must include a summary overview of the incident; copy of initial incident report; a statement of action taken, planned or contemplated; time frames for implementation, and any assistance needed to resolve the situation.

A record of the incident and correspondence shall be maintained by the agency through the use of an Adverse Incident Reporting Log. The agency will determine if notification of the Department is required.

(4) Secondary Notification: Within seven (7) business days of the initial notification the subrecipient will submit an update to the agency's President/CEO. The update will include a summary overview of the action taken; any subsequent documentation detailing or clarifying the incident; and a summary of action implemented to date; and other information as may be required. The subrecipient will continue to update the agency on the incident until the incident is resolved.

(5) Mandatory Incident Log: The subrecipient is required to record all incidents, both, major and minor in an incident log. This log shall be made available to the agency upon written request. At a minimum the log will contain the client name, date and time of report, date and time (if known) of incident; brief summary of incident; case assignment; resolution summary and date of closure. Upon receipt of Adverse Incident Report Log, the agency will contact the Department.

(6) The subrecipient must immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by ch. 39 and 415, F.S., this requirement is binding upon the subrecipient, subcontractors, and their employees.

20. Emergency Reporting

(1) The subrecipient shall notify the President and Chief Executive Officer (CEO) of the agency immediately, but no later than within 24 hours, from the subrecipient's awareness or discovery of problems, delays or adverse conditions that may materially affect or impair the subcontractor's ability to perform or meet contract requirements or affect the health, safety or well-being of clients. The notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, time frames for implementation, and any assistance needed to resolve the situation. Examples of Level One reportable conditions may include, but are not limited to:

- (a) proposed client terminations;
- (b) service quality or service delivery problems;
- (c) contract non-compliance; and
- (d) subrecipient's or its subcontractor's financial concerns and/or difficulties.

(2) The subrecipient must investigate allegations regarding falsification of client information, service records, payment requests, and other related information. Substantiated allegations must be reported to the President and Chief Executive Officer (CEO) of the agency within 48 hours.

(3) In the event that a situation results in the cessation of services by a subcontractor or vendor, the subrecipient retains the responsibility for performance under agreements and/or contracts covered by this contract and must follow their own procedures to ensure that clients continue receiving services without interruption, e.g. exercising their emergency procurement procedures, temporary assumption of the direct provision of services, etc.

(4) All written reports required by this section shall be sent to the President and Chief Executive Officer (CEO) of the agency via registered mail, fax or by use of a secured e-mail address unless otherwise advised.

21. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the subrecipient or its subcontractors and is referred to a governmental or investigatory agency must be sent to the agency. If the subrecipient has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's Office, or other governmental agency, the subrecipient shall notify via fax or e-mail the President and Chief Executive Officer (CEO) of the agency immediately. A copy of all documents, reports, notes or other written material

concerning the investigation, whether in the possession of the subrecipient or its subcontractors, must be sent to the President and Chief Executive Officer (CEO) of the agency with a summary of the investigation and allegations.

22. New Contract(s) Reporting

The subrecipient shall notify the agency within ten (10) days of entering into a new contract with any of the five (5) state human service agencies (Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elder Affairs, and Department of Veterans Affairs). The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) contract manager name and number.

23. Bankruptcy Notification

If at any time during the term of this contract, or any PSC referencing this contract, the subrecipient, its assignees, subcontractors or affiliates files a claim for bankruptcy, the subrecipient must immediately notify the agency. Within ten (10) days after notification, the subrecipient must also provide the following information to the agency: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and (4) the name, address, and telephone number of the bankruptcy attorney.

24. Sponsorship and Publicity

(1) As required by s. 286.25, F.S., if the subrecipient is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including funds obtained through this contract, or a PSC referencing this contract, it shall in publicizing, advertising, or describing the sponsorship of the program, state:

"Sponsored by Senior Connection Center, Inc. and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Senior Connection Center, Inc." and "State of Florida, Department of Elder Affairs" shall appear in the same size letters or type as the name of the organization. If the agency's or department's logo is incorporated, the subrecipient shall ensure that the current logo is used. If the subrecipient uses the department's logo, the subrecipient shall also use the agency's logo on the same item. This shall include, but is not limited to, any correspondence or other writing, publication or broadcast that refers to such program.

(2) The subrecipient shall not use the words "Senior Connection Center, Inc." or "The State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed unless prior to such use specific authorization has been obtained by the agency and the department.

25. Patents, Copyrights, and Royalties

(1) If this contract, or any PSC referencing this contract, is awarded state funding, and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under this contract, or any contract referencing this contract, the subrecipient shall refer the discovery, invention or material to the agency to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract, or any PSC referencing this contract, are hereby reserved to the State of Florida in accordance with Ch. 286, F.S. Pursuant to s. 287.0571 (5) (k) 1 and 2, F.S., as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract, or any PSC referencing this contract, and those rights reserved for State Universities under s. 1004.23, F.S.

(2) If the primary purpose of this contract, or any PSC referencing this contract, is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this section.

(3) If this contract, or any PSC referencing this contract, is awarded solely federal funding, the terms and conditions are governed by 2 CFR 215.36.

26. Service Times and Location

(1) The subrecipient shall ensure that the services provided under the PSC are available at times appropriate to meet client service needs, at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 A.M. to 5:00 P.M., Eastern Standard Time.

(2) The subrecipient must notify the agency prior to changing the permanent location of program administration for the program and services identified in the PSC. The subrecipient must notify the agency prior to the subrecipient or its subcontractors changing the location of any service delivery locations.

27. Property and Equipment

(1) Equipment means: (a) an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of (a) the capitalization level established by the organization for the financial statement purposes, or \$5000 [for federal funds], or (b); nonexpendable, tangible personal property of a nonconsumable nature with an acquisition cost of \$1000 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250 or more [for state funds].

(2) A subrecipient and its sub-contractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; and, (b) a procedure for conducting a physical inventory of equipment at least once every two years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the agency upon request. Any loss, damage, or theft of equipment shall be investigated and fully documented, and the subrecipient shall promptly notify the agency.

(3) The subrecipient's property management standards for equipment acquired with federal funds and federally owned equipment shall include accurately maintained equipment records with the following information:

- (a) a description of the equipment;
- (b) manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
- (c) source of the equipment, including the award number;
- (d) whether title vests in the subrecipient or the federal government;
- (e) acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
- (f) information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
- (g) location and condition of the equipment and the date the information was reported;
- (h) unit acquisition cost;
- (i) ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a subrecipient compensates the federal awarding agency for its share.

(4) Equipment purchased with federal funds with an acquisition cost over \$5,000 and equipment purchased with state funds with an acquisition cost over \$1,000 that is specifically identified in the service provider application approved by the agency is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the subrecipient subject to the conditions of 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110), Subpart C, paragraph 34. Equipment purchased under these thresholds is

considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to any PSC referencing this contract, or identified in the subcontracts with subcontractors (not included in a cost methodology), is subject to the conditions of s. 273, F.S. and 60A-1.0017, F. A. C. or Title 45 CFR part 74.

(5) Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through a PSC covered under this contract without the prior approval of the agency. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., S. 3030b United States Code (USC). Real property purchases from state funds can only be made through a fixed capital outlay grants and aids appropriation and therefore are subject to the provisions of s. 216.348, F.S. Any state funds provided for the purchase of or improvements to real property are contingent upon the subrecipient or political subdivision granting to the state a security interest in the property, at least to the amount of state funds provided, for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

(6) The subrecipient must obtain written approval from the agency prior to the purchase of any item of nonexpendable property that was not included in the subrecipient's service provider application approved by the agency.

(7) The subrecipient must adhere to the agency's procedures and standards when purchasing Information Technology Resources (ITR) as part of any PSC referencing this contract. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the agency's LAN administrator's files. Subrecipient's subcontractors must comply with the agency's ITR procedures.

(8) The subrecipient shall not dispose of any equipment or materials provided by the agency, or purchased with funds provided through this contract, or any PSC referencing this contract, without first obtaining approval from the agency. When disposing of property or equipment, the subrecipient must submit to the agency a written request for disposition instructions. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date, and condition of the property. The request should also indicate the subrecipient's proposed disposition (e.g., transfer or donation to another agency that administers federal programs, offer the item for sale, destroy the item). The agency will issue disposition instructions.

(9) If disposition instructions are not received within 120 days of the written request for disposition, the subrecipient is authorized to proceed as directed in 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110).

(10) Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.

28. Assignments

(1) The subrecipient shall not assign the rights and responsibilities under this contract, or any PSC referencing this contract, without the prior written approval of the agency, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the agency will constitute a material breach of the contract.

(2) The State of Florida shall at all times be entitled to assign or transfer, in whole or part, the department's and/or the agency's rights duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the subrecipient. In the event the State of Florida approves transfer of the

department's and/or the agency's obligations, the subrecipient remains responsible for all work performed and all expenses incurred in connection with this contract, or any PSC referencing this contract.

(3) This contract, and any PSC referencing this contract, shall remain binding upon the successors in interest of the subrecipient, the agency, or the department.

29. Subcontracts

(1) In the event the subrecipient utilizes subcontractors to provide services pursuant to this contract, or any PSC referencing this contract, such subcontractors shall be subject to the conditions of this contract, and any PSC referencing this contract. This contract, and any PSC referencing this contract, does not provide any rights to said subcontractors.

(2) The subrecipient is responsible for all work performed and for all commodities produced pursuant to this contract, or any PSC referencing this contract. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the agency deems necessary. The subrecipient further agrees that the agency will not be liable to the subcontractor in any way or for any reason. The subrecipient, at its expense, shall defend the agency against any such claims.

(3) If this contract, or any PSC referencing this contract, involves the use of a subcontractor or third party, then the subrecipient 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 sixty (60) days or more for the initiation of the subcontract or in the performance of the subcontractor, the subrecipient must notify the agency in writing of such delay.

(4) The subrecipient shall not permit a subcontractor to perform services related to this contract, or any PSC referencing this contract, without having a binding subcontractor agreement executed. The agency will not be responsible or liable for any obligations or claims resulting from such actions.

(5) The subrecipient shall promptly pay any subcontractors upon receipt of payment from the agency. Failure to make payments to any subcontractor in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the subrecipient and subcontractor, will result in a penalty as provided by statute.

(6) The subrecipient will be responsible for at least one monitoring per year of its subcontractors, subrecipients, vendors and/or consultants paid from provided under this contract, or any PSC referencing this contract. The subrecipient will perform fiscal, administrative and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The subrecipient will monitor to ensure that time schedules are met, the budget and scope of work are accomplished within time periods and other performance goals stated in this contract, or any PSC referencing this contract, are achieved.

30. Independent Contractor Status

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

31. Funding Obligations

(1) The agency acknowledges its obligation to pay the subrecipient for the performance of the subrecipient's duties and responsibilities set forth in any PSC referencing this contract. The agency's performance and obligation to pay under any PSC referencing this contract is contingent upon an annual appropriation by the Legislature and passed through the Department of Elder Affairs to the agency.

(2) The agency shall not be liable to the subrecipient for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any PSC executed between the parties, which references this contract, including but not limited to terms governing the subrecipient's promised performance and unit rates and/or reimbursement capitations specified.

(3) The agency shall not be liable to the subrecipient for any expenditures which are not allowable costs as defined in the C.F.R., Title 45, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules and regulations.

(4) The agency shall not be liable to the subrecipient for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any PSC referencing this contract.

32. Contract Payments

(1) The subrecipient shall spend all federal, state, and other funds provided by the agency for the purpose specified in each PSC. The subrecipient must manage the service dollars to ensure that the Assessed Prioritized Consumer List (APCL) contains no individuals who have been assigned a ranking of four (4) or five (5) when service dollars are available. If the agency determines that the subrecipient is not spending funds accordingly, the agency may transfer funds to other service providers within the planning and service area during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

(2) The subrecipient agrees to distribute funds as shown in their SPA and the Summary Budget included in each PSC. Any changes in the amounts of federal or state general revenue funds identified in the Summary Budget in each PSC, requires a contract amendment.

(3) PSC payments shall be made to the subrecipient as services are rendered and invoiced by the subrecipient. The agency shall have final approval of the invoice for payment, and will approve the invoice for payment only if the subrecipient has met all the terms and conditions of this contract, and any PSC referencing this contract, unless the bid specifications, purchase order, or PSC specifies otherwise.

(4) The subrecipient agrees to submit invoices for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The subrecipient shall certify that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverable contracts, including paid subcontractor invoices, and this documentation will be made available to the agency upon request. The subrecipient shall further certify that reimbursements requested are only for allowable expenses according to state and federal laws and regulations, provisions of the PSC, and the subrecipient's SPA, including any approved revisions thereto, and that the expenses do not exceed the budget approved by the agency.

(5) The agency shall make payment to subrecipient within 7 days from the date payment is received for that activity or service by the agency and if reasonable cause to withhold payment does not exist. Payment by the agency to the subrecipient shall be made only if and to the extent the agency receives payment from the grantor for the activities or services for which payment is requested by subrecipient. Actual payment for such activities or services by the grantor shall be a condition precedent which must occur before the agency will be obligated to pay the subrecipient for such activities or services.

(6) Reasonable cause for the agency to withhold payment to the subrecipient includes, but is not limited to subrecipient's: failure to have invoices or requests for payment properly completed and in the proper form, failure to ensure that client-specific information in the CIRTIS data information system is current and accurate, failure of subrecipient to submit complete and accurate reports to the agency in a timely manner as required by this contract, failure of the subrecipient to submit to the agency service records which substantiate that the activities or services for which payment is requested have been provided, if such service records have been requested in writing by the agency, failure by subrecipient to meet reporting deadlines, failure by subrecipient to comply with corrective action plans, and failure of subrecipient to meet performance outcome measures.

(7) The agency shall not be liable to the subrecipient for any expenditures which are not allowable costs as defined in the C.F.R., Title 45, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules and laws, and provisions of this contract, or any PSC referencing this contract.

(8) Requests for Payment returned to a subrecipient due to preparation errors may result in a payment delay.

(9) The rate of payment and the total dollar amount may be adjusted by the agency retroactively if agency funding by the department or other agency funder is adjusted in the contract between the agency and the department or other agency funder.

(10) The rate of payment and the total dollar amount may be adjusted by the agency for future payments in order to reallocate funding as required to meet client needs within the agency's PSA based on surplus deficit reports submitted by the subrecipient. Notwithstanding any other provision or requirement of this contract, the President/CEO of the agency and the chief administrative officer of the subrecipient may, within the last 60 days of the term of any PSC, agree to adjust the budget of the PSC by an amount not to exceed one percent (1%) of the total PSC budgeted funds. Adjustments under this provision shall not require a contract amendment.

(11) The Florida Department of Financial Services (DFS) has advised the department that payment requests to the state from the agency may be randomly selected and subjected to an "expanded pre-audit." An expanded pre-audit requires that supporting documentation verifying actual costs be provided before the selected payment is processed. The requirement applies to all contracts, regardless of the type or method of payment (e.g. deliverables, cost reimbursement, fixed cost, etc.). The subrecipient shall implement and maintain appropriate procedures to capture actual costs and expenditures for each invoice submitted to the agency. If the subrecipient is not able to provide the requested information, payments by the agency to the subrecipient may be withheld or disallowed. Examples of documentation requested by DFS during prior years related to expanded pre-audits included the following:

- (a) Timesheets, payroll records (split-funding schedules);
- (b) Client service logs and sign-in registers;
- (c) Invoices, receiving reports, etc.;
- (d) Cost, space sharing agreements and compilations; and
- (e) Other documentation evidencing actual costs

(12) The subrecipient shall submit the final invoice for payment to the agency as specified in any PSC referencing this contract. If the subrecipient fails to submit the final request for payment as specified in the PSC referencing this contract, then all rights to payment may be forfeited and the agency may not honor any requests subsequently submitted. Any payment due under the terms of any PSC referencing this contract may be withheld until all reports due from the subrecipient and necessary adjustments thereto have been approved by the agency.

33. Return of Funds

(1) The subrecipient agrees to return to the agency any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of this contract, and any PSC referencing this contract, that were disbursed to the subrecipient by the agency.

(2) In the event the subrecipient or its independent auditor discovers that an overpayment has been made, the subrecipient shall repay said overpayment immediately, and without prior notification by the agency. In the event the agency first discovers an overpayment has been made, the agency will notify the subrecipient in writing of such findings, and the subrecipient shall repay said overpayment immediately. Overpayments not returned to the agency in a timely manner will be subject to interest at the rate established in s. 55.03, F.S.

34. Data Integrity and Safeguarding Information

(1) The subrecipient shall ensure an appropriate level of data security for the information the subrecipient is collecting or using in the performance of this contract, or any PSC referencing this contract. An appropriate level of security includes approving and tracking all subrecipient employees that request system or information access and ensuring that user access has been removed from all terminated employees.

(2) The subrecipient must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to insure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. It is recommended that a copy of the backed up data be stored in a secure, offsite location. The subrecipient 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 agency upon request.

(3) The subrecipient shall employ a Local Area Network (LAN) Administrator, or comparable staff position or consultant, who shall ensure the subrecipient's compliance with the requirements of this section.

(4) State and federal grants management requires a subrecipient receiving state and federal funds to have a financial management system which is capable of providing accurate information for prescribed reporting requirements. For the purposes of full disclosure of financial results for state and federally funded programs and for accountability purposes, reporting requirements may necessitate that the subrecipient have access to and knowledge of automated accounting systems and data processing capabilities.

(5) The subrecipient will ensure the collection and maintenance of client and service information on a monthly basis for the Client Information Registration and Tracking System (CIRTS) or any such system designated by the agency or the department. Maintenance includes valid exports and backups of all data and systems according to agency or department standards.

(6) The subrecipient will ensure all required data from subcontractors is entered accurately and timely into CIRTS according to the department's CIRTS Policy Guidelines for clients and services in the CIRTS database. The CIRTS data required from subcontractors must be entered into CIRTS before the subrecipient can submit a request for payment and expenditure report or other invoice to the agency. The subrecipient shall establish time frames with subcontractors to assure compliance with due dates for the requests for payment and expenditure reports to the agency.

(7) The subrecipient shall run monthly CIRTS verification reports to verify that client and service data in CIRTS is accurate. These verification reports must be submitted to the agency upon request.

(8) All data required to be input into CIRTS shall be input by the subrecipient within seven (7) working days following receipt of the data from clients or program or fiscal staff.

(9) Failure to ensure the collection and maintenance of the CIRTS data may result in the agency enacting the "Enforcement" clause of this contract, including delaying or withholding payment until the problem is corrected.

(10) The subrecipient must sign the Certifications and Assurances, **ATTACHMENT I**, and return it to the agency with this contract.

35. Computer Use and Social Media Policies

The agency has implemented a Computer Use Policy and a Social Media Policy, which are in accordance with requirements and policies of the Department. The Computer Use and Social Media Policies apply to all employees, contracted employees, consultants, OPS and volunteers, including all personnel affiliated with third parties of the agency and its subrecipients and vendors. Any entity that uses or has access to the agency's and the department's computer resource systems must comply with the agency's and the department's policy regarding social media. Social media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube. The subrecipient's computer Use and Social Media Policies must meet or exceed the agency's and the department's Computer Use and Social Media Policies, if the subrecipient is using computer systems and equipment funded with or maintained by the agency or the department. The agency's Computer Use and Social Media Policies are available by contacting the MIS Director at the agency.

36. Electronic Records and Signatures

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

(2) The agency's authorization pursuant to this section does not authorize electronic transactions between the subrecipient and the agency. The subrecipient is authorized to conduct electronic transactions with the agency only upon further written consent by the agency.

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

37. Conflict of Interest

(1) The subrecipient shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the subrecipient or its subcontractors shall participate in selection, or in the award of an agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

(2) The subrecipient or its subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The subrecipient's board members and management must disclose to the agency any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the

commencement of this contract, or any PSC referencing this contract. The subrecipient's employees and subcontractors must make the same disclosures described above to the subrecipient's board of directors. Compliance with this provision will be monitored.

38. Purchasing

(1) The subrecipient agrees to develop procurement procedures which are in accordance with applicable state and/or federal requirements, which encourage fair and open competition and which promote a diversity of subrecipients and its subcontractors for all services purchased pursuant to this contract, or any PSA referencing this contract.

(2) The subrecipient may procure recycled products or materials, which are the subject of or are required to carry out this contract, or any PSC referencing this contract, in accordance with the provisions of s. 403.7065, F.S.

39. Aging & Disability Resource Center Functions

If the subrecipient is designated as an Aging & Disability Resource Center (ADRC) Access Point through a formal written agreement with the agency, the following provisions apply to the subrecipient:

(1) The agency is designated as an Aging & Disability Resource Center, hereinafter referred to as the "ADRC", under the provisions of Section 430.2053, Florida Statutes. The primary functions of an ADRC are to facilitate consumer friendly access to long term care services and benefits for elders and caregivers through a coordinated, multi-access "one stop" system that integrates information, referral and eligibility determination functions.

(2) The ADRC functions are supported by designated Access Points. A designated Access Point is a local point of contact for elders and caregivers trying to access long term care services and benefits.

(3) The Access Point agrees to:

- (a) Refer to the ADRC all individuals seeking long term care services and benefits, including but not limited to information, referral, intake, screening, and eligibility determination;
- (b) Implement referral protocols and procedures established by the ADRC; and
- (c) Provide the ADRC with the most current information on elder resources available in the Access Point's county or local community.

(4) The ADRC agrees to:

- (a) Provide timely and helpful long term care options to elders and caregivers referred by the Access Point;
- (b) Provide the Access Point with written policies and procedures concerning the Access Point referral Process; and
- (c) Provide technical assistance and training for Access Point staff, as needed.

(5) The ADRC and Access Point mutually agree to:

- (a) Cooperate on efforts to enhance consumer choice, support informed decision-making, minimize service fragmentation and confusion, reduce duplication of administrative paperwork and procedures, and increase the cost-effectiveness of long term care support and delivery systems; and
- (b) Participate in public education programs which will increase awareness of ADRC services.

(6) If the subrecipient currently provides intake and screening for the age 60 and over population in the subrecipient's county, and has agreed to continue to provide these services to eligible consumers, under provisions of the ADRC, the agency shall outsource the services of intake and screening to the subrecipient for the period of this contract.

40. Emergency Preparedness and Continuity of Operations

(1) If the tasks performed pursuant to this contract, or any PSC referencing this contract, include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the subrecipient shall include documentation of an existing emergency preparedness plan in the SPA.

(2) The subrecipient shall maintain a contingency plan to provide client services in the event of a disruption of normal business operations. The contingency plan shall set forth procedures to ensure services to clients will not be interrupted or suspended in the event the subrecipient is unable to perform its duties under this contract, or any PSC referencing this contract.

(3) In the event a situation results in the cessation of services by the subrecipient's subcontractor or vendor, the subrecipient shall retain responsibility for performance under this contract, and any PSC referencing this contract, and must follow procedures to ensure continuity of operations and client services without interruption.

(4) In the event of an emergency, the subrecipient shall notify the agency of the emergency provisions within twenty-four (24) hours of the event.

41. Volunteers

The subrecipient 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 subrecipient shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

42. Financial Consequences of Non-Performance

(1) If the subrecipient fails to meet the minimum level of service or performance identified in this contract, or any PSC referencing this contract, or that is customary for the industry, then the agency must apply financial consequences commensurate with the deficiency. Financial consequences may include, but are not limited to, contract suspension, refusing payment, withholding payments until the deficiency is cured, tendering only partial payments, and/or cancelation of any contract, and reacquiring services from an alternate source. The subrecipient will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the agency.

(2) In addition to other damages recoverable by the agency against the subrecipient, the agency shall be entitled to recover from the subrecipient any financial consequences, withholding or reduction of payments, and fines or penalties imposed on the agency by the State of Florida Department of Elder Affairs as a result of the subrecipient's failure to perform this contract, any HIPAA business associate agreement, any PSC referencing this contract, or performance of the services provided therein. The subrecipient shall not be required to indemnify the agency for the agency's own negligence or breach of contract.

43. Dispute Resolution

Any dispute concerning performance of this contract, or any PSC referencing this contract, shall be decided by the agency, reduced to writing, and a copy served on the subrecipient.

44. No Waiver of Sovereign Immunity

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

45. Venue

If any dispute arises out of this contract, or any PSC referencing this contract, the venue of such legal recourse will be Hillsborough County, Florida.

46. Entire Contract

This contract, and any PSC referencing this contract, contains all the terms and conditions agreed upon by the parties. No oral agreements or representations shall be valid or binding upon the agency or the subrecipient unless expressly contained herein or by a written amendment to this contract, or any PSC referencing this contract, and signed by both parties.

47. Force Majeure

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

48. Severability Clause

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

49. Condition Precedent to Contract: Appropriations

The parties agree that the agency's performance and obligation to pay under this contract, or any PSC referencing this contract, is contingent upon an annual appropriation to the Department by the Legislature.

50. Addition/Deletion

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

51. Waiver

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

52. Compliance

The subrecipient agrees to abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current state statutes, laws, rules and regulations. The parties agree that failure of the subrecipient to abide by these laws shall be deemed an event of default of the subrecipient, and subject this contract, and any PSC referencing this contract, to immediate, unilateral cancellation of the contract(s) at the discretion of the agency.

53. Enforcement

(1) Without taking any intermediate measures available to it against the subrecipient, the agency may, at its sole discretion, take the following action against the subrecipient: withholding of payment, requiring a Corrective Action Plan (CAP), unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the subrecipient on probationary status, imposing a moratorium on subrecipient action, imposing financial penalties for nonperformance, or other administrative action (collectively referred to as "Enforcement" in this section), if the agency finds that:

(a) an intentional or negligent act of the subrecipient has materially affected the health, welfare, or safety of clients served pursuant to this contract, or any PSC referencing this contract, or substantially and negatively affected the operation of services covered under the PSC;

(b) the subrecipient lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;

(c) the subrecipient has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the agency or the department, or the subrecipient has committed or repeated violations of agency or the department standards;

(d) the subrecipient has failed to continue the provision or expansion of services after the declaration of a state of emergency; and/or

(e) the subrecipient has failed to adhere to the terms of this contract or the terms of any agreements and/or contracts covered by this contract and incorporating it by reference.

(2) In making any determination under this section the agency may rely upon the findings of a state or federal agency, or other regulatory body. Any claims for damages for breach of this contract, or any PSC referencing this contract, are exempt from administrative proceedings, and shall be brought before the appropriate entity in the venue of Hillsborough County.

54. Suspension of Work

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

55. Termination

(1) Termination without Cause

(a) This contract and any PSC referencing this contract may be terminated by either party without cause upon no less than sixty (60) calendar days notice in writing to the other party, unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered to the agency by certified mail, return receipt requested, or by any expedited delivery service that provides verification of delivery, or in person with proof of delivery.

(b) In the event the subrecipient terminates an agreement at will, the subrecipient agrees to submit, at the time it serves notice of the intent to terminate, a plan which identifies procedures to ensure services for clients pursuant to this contract, or any PSC referencing this contract, will not be interrupted or suspended by the termination.

(c) In the event that a contract between the subrecipient and a subcontractor is terminated, the subrecipient shall require the subcontractor to submit to the subrecipient and the agency, a similar plan ensuring services to clients will not be interrupted or suspended by the termination.

(d) The subrecipient shall not perform any activity or furnish any product after the effective date of termination, except as necessary to complete the continued portion of the contract, if any. The subrecipient shall not be entitled to recover any cancellation charges or lost profits.

(2) Termination for Lack of Funds

In the event funds for payment pursuant to this contract, or any PSC referencing this contract, become unavailable, the agency may terminate the affected contracts upon no less than twenty-four (24) hours notice in writing to the subrecipient. Said notice shall be delivered to the subrecipient by certified mail, return receipt requested, or by any expedited delivery service that provides verification of delivery, or in person with proof of delivery. The agency shall be the final authority as to the availability and adequacy of funds. In the event of termination for lack of funds, the subrecipient shall be compensated for any work satisfactorily completed prior to the date of termination.

(3) Termination for Breach

(a) Failure to have performed any contractual obligations with the agency in a manner satisfactory to the agency shall be a sufficient cause for termination of this contract, or any PSC referencing this contract. To be terminated as a subrecipient under this provision, the subrecipient must have (1) previously failed to satisfactorily perform in a contract with the agency, been notified by the agency of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of the agency; or (2) had a contract terminated by the agency for cause.

(b) Unless the breach is waived by the agency in writing, or the subrecipient fails to cure the breach within the time specified by the agency, the agency may, by written notice to the subrecipient, terminate this contract, or any PSC referencing this contract, for cause upon no less than twenty-four (24) hours notice. Said notice shall be delivered to the subrecipient by certified mail, return receipt requested, or by any expedited delivery service that provides verification of delivery, or in person with proof of delivery.

(c) If applicable, the agency may employ the default provisions in Rule 60A-1.006(3). F.A.C. Waiver of breach of any provisions of this contract, or any PSC referencing this contract, shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract, or any PSC referencing this contract. The provisions herein do not limit either party's rights to remedies at law or in equity.

56. Renegotiations or Modifications

Modifications of provisions of this contract, or any PSC referencing this contract, shall be valid only when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this contract, and any PSC referencing this contract, if revisions of any applicable laws or regulations make changes in the contract necessary, or if funding appropriations from the Legislature and/or Department are adjusted. The rate of payment and the total dollar amount of any PSC referencing this contract may be adjusted retroactively to reflect adjusted funding appropriations from the Legislature and/or the Department.

57. Notice and Contacts

(1) The name of the agency contact, address and telephone number:

Charlotte K. McHenry, President/CEO
Senior Connection Center, Inc.
8928 Brittany Way
Tampa, Florida 33619
(813) 740-3888

(2) The name, address and telephone number of the subrecipient:

Manatee County Board of County Commissioners
Community Services Department
P.O. Box 1000
Bradenton, Florida 34206
(941) 749-3030

(3) The name of the subrecipient contact person, street address and telephone number where financial and administrative records are maintained:

Cheri Coryea, Director
Community Services Department
Manatee County
1112 Manatee Avenue West, 3rd Floor, Suite 303
Bradenton, Florida 34205
(941) 749-3030

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

58. All Terms and Conditions Included

This contract and its attachments, 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this 51 page contract to be executed by their undersigned officials as duly authorized.

**SUBRECIPIENT: Manatee County,
a political subdivision
of the State of Florida**

**AGENCY: Senior Connection Center,
Inc.**

SIGNED
BY: _____

NAME: Betsy Benac

TITLE: Chairman

DATE: _____

SIGNED
BY: _____

NAME: Ben Darby

TITLE: Chair, Board of Directors

DATE: _____

FEDERAL ID NUMBER: 59-6000727

FISCAL YEAR ENDING DATE: 9/30

ATTEST: Angelina Coloneso
Clerk of the Circuit Court

By: _____

ATTACHMENT I

CERTIFICATIONS AND ASSURANCES

The agency will not award this contract unless the subrecipient completes this CERTIFICATIONS AND ASSURANCES. The subrecipient 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 (Chapter 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 (Chapter 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. Business Associate Agreement for Protected Health Information (PHI)
- K. Subrecipient Signature for Attachment I Certifications and Assurances

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

The undersigned certifies to the best of his or her knowledge and belief, that the subrecipient and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Have not within a three-year period preceding the 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; or 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 section 2 above.
- (4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause of default.

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

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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 any state or federal agency, a member of Congress, an officer or employee of Congress, an employee of a member of Congress, or an officer or employee of the state legislator, in connection with the awarding 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.
- (2) 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 an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subcontractors shall certify and disclose 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 section 1352, Title 31, U.S. Code. 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. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE.

As a condition of this contract, the subrecipient assures that it will comply 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 participate 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 or pursuant to the Regulation of the Department of Health and Human Services (HHS) (45 CFR Part 80), to the end that, in accordance with Title VI of the 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 HHS.
- (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 HHS (45 CFR Part 84), to the end that, in accordance with Section 504 of the Act and 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 HHS.
- (4) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulations of HHS (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 HHS.

(5) Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of HHS (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 HHS

(6) The Americans with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

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

The subrecipient 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 subcontractors and contractors provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES.

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

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE.

As a condition of this contract, the subrecipient assures that it will comply 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 conditions provided by Pub. L. 111-117.

The subrecipient 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 subcontractors and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION.

The subrecipient hereby certifies that:

(1) If this contract, or any PSC referencing this contract, is in the amount of \$1 million or more, in accordance with the requirements of Chapter 287.135, F.S., it is not participating in a boycott of Israel, is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Both lists are created pursuant to Chapter 215.473, F.S.

(2) The subrecipient understands that pursuant to s. 287.135, F.S., the submission of a false certification may subject the subrecipient to civil penalties, attorney's fees, and/or costs.

(3) If the subrecipient is unable to certify any of the statements in this certification, the subrecipient must attach an explanation to this contract.

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

The subrecipient hereby certifies that:

(1) The subrecipient 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 subrecipient, subcontractor(s), or any outside entity on which the subrecipient 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, subrecipient(s) 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 subrecipient (represented by the undersigned) and purchased by the agency 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 subrecipient 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 agency, the department, or State of Florida and without interruption to the ongoing business of the agency, the department, or state, time being of the essence.

(4) The subrecipient and any subcontractor(s) of services under this contract, or any PSC referencing 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.

The subrecipient 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.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION.

(1) As a condition of contracting with the agency, the subrecipient certifies the use of the U.S. Department of Homeland Security's E-Verify System to verify employment eligibility of all new employees hired by the subrecipient during the contract term to perform employment duties pursuant to this contract, and any PSC referencing this contract; and that any subcontracts include an express requirement that subcontractors performing

work or providing service pursuant to this contract, or any PSC referencing this contract, utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

(2) The subrecipient shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements or contracts, and that all subcontractors certify compliance accordingly.

(3) 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 A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The subrecipient agrees to make available to the department and the agency, and/or any party designated by the department or the agency, all related records and documents pertaining to this contract, or any PSC referencing this contract. The subrecipient shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the department or the agency. Maintenance includes valid exports and backups of all data and systems according to department and agency standards.

J. BUSINESS ASSOCIATE AGREEMENT FOR PROTECTED HEALTH INFORMATION (PHI).

This Business Associate Agreement covers the use of Protected Health Information (PHI) involved in this Master Contract, or any Program and Service Contract (PSC) referencing this contract, between the agency, hereinafter referred to as the "Covered Entity," and the subrecipient, hereinafter referred to as the "Business Associate."

1. Background

(1) Business Associate will obtain Protected Health Information from Covered Entity in the performance of one or more contracts or agreements between Covered Entity and Business Associate. Business Associate and subcontractors of Business Associate that provide services in relation to said contracts or agreements are permitted to receive and use protected health information in connection with said contracts or agreements, subject to the terms of this agreement.

(2) Covered Entity, recognizes the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and has indicated its intent to comply.

(3) HIPAA regulations establish specific conditions on when and how covered entities may share information with contractors who perform functions for the Covered Entity.

(4) HIPAA requires the Covered Entity and the Business Associate to enter into a contract or agreement meeting certain standards and containing specific requirements to protect the confidentiality and security of patients' PHI, as set forth in, but not limited to the Code of Federal Regulations (C.F.R.), specifically 45 C.F.R. §§ 164.502(e), 164.504(e), 164.308(b), and 164.314(a-b)(2013) (as may apply) and contained in this agreement.

(5) The Health Information Technology for Economic and Clinical Health Act (2009), the American Recovery and Reinvestment Act (2009) and Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010) require business associates of covered entities to comply with the HIPAA Security Rule, as set forth in, but not limited to 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, 45 C.F.R. § 164.502(e)(2), and 45 C.F.R. § 164.504(e)(2013). Such sections apply to a Business Associate of a Covered Entity in the same manner that such sections apply to the Covered Entity.

2. Definitions

- (1) **Access** - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.
- (2) **Administrative Safeguards** - The administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic Protected Health Information (ePHI) and to manage the conduct of the covered entity's workforce in relation to the protection of that information.
- (3) **ARRA** - The American Recovery and Reinvestment Act (2009)
- (4) **Authentication** - The corroboration that a person is the one claimed.
- (5) **Availability** - The property that data or information is accessible and useable upon demand by an authorized person.
- (6) **Breach** - The unauthorized or unlawful acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information.
- (7) **Compromises the Security** - Posing a significant risk of financial, reputational, or other harm to individuals.
- (8) **Confidentiality** - The property of data or information being undisclosed and unavailable to unauthorized persons or processes.
- (9) **Designated Record Set** -A group of records maintained by or for a Covered Entity as defined in 45 C.F.R. §164.501.
- (10) **Electronic Protected Health Information (ePHI)** - Individually identifiable health information transmitted by or maintained in electronic media, as specified in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (11) **HITECH** - The Health Information Technology for Economic and Clinical Health Act (2009).
- (12) **HIPAA** - The Health Insurance Portability and Accountability Act (1996) Pub. L. No. 104-191.
- (13) **Individual** - The person who is the subject of Protected Health Information, as specified in 45 C.F.R. §160.103.
- (14) **Information System** - An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
- (15) **Integrity** - The property of data or information being whole and not altered in an unauthorized manner.
- (16) **Malicious Software** - Software, such as a virus, designed to damage or disrupt an electronic information system.
- (17) **Part I** - Part I – Improved Privacy Provisions and Security provisions located at 42 United States Code (U.S.C.) §§ 17931 and 17934 (2010).
- (18) **Password** - Confidential authentication information composed of a string of characters.

- (19) Physical Safeguards - The physical measures, policies, and procedures to protect a covered entity's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- (20) Privacy Rule - The Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.
- (21) Protected Health Information (PHI) - Health information as defined in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (22) Required By Law - Has the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (23) Secretary - The Secretary of the Department of Health and Human Services or his or her designee.
- (24) Security Incident - The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (25) Security or Security Measures - All of the administrative, physical, and technical safeguards in an information system.
- (26) Security Rule - The Security Standards for the protection of Protected Health Information at 45 C.F.R. part 164, subpart C, and amendments thereto.
- (27) Technical Safeguards - The technology and the policy and procedures for its use that protect electronic protected health information and control access to it.
- (28) Unsecured PHI - Has the same meaning as the term "Unsecured Protected Health Information" as defined in 45 C.F.R. § 164.402.
- (29) All other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in 45 C.F.R. §§ 160, 162, and 164, or if defined therein, the same as the plain meaning of the term(s).

3. Obligations and Activities of Business Associate

- (1) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- (2) Business Associate agrees to:
- (a) Implement policies and procedures to prevent, detect, contain and correct security violations in accordance with 45 C.F.R. § 164.306;
 - (b) Prevent use or disclosure of the PHI other than as provided for by this Agreement or as required by law;
 - (c) Use appropriate safeguards and comply, where applicable, with Subpart C of 45 C.F.R. § 164 with respect to ePHI that the Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity, to prevent use or disclosure of the information other than as provided for by this agreement or by law;
 - (d) Comply with the Security Rule requirements including the Administrative Safeguards, Physical Safeguards, Technical Safeguards, and policies and procedures and documentation requirements set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316, including the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and/or ePHI that the Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity; and

- (e) Comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations, to the extent Business Associate is able to carry out Covered Entity's obligations under 45 C.F.R. § 164 or this agreement.
- (3) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- (4) Business Associate agrees to report to Covered Entity, without unreasonable delay, any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware. This includes any copying or amendment of such information and any security breaches involving unsecured PHI as required by 45 C.F.R. § 164.410. Business Associate agrees to include in such notice:
- (a) Identification of any individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such security breach in accordance with 45 C.F.R. § 164.404; and
 - (b) All information required for the *Notice to the Secretary of HHS of Breach of Unsecured Protected Health Information*, available on the U.S. Department of Health and Human Services website.
- (5) Business Associate agrees to maintain and provide to the Secretary such records and compliance reports as the Secretary may determine to be necessary and to comply with all compliance reviews and complaint investigations as required by the 45 C.F.R. § 160, Subsection C.
- (6) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI that was created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (7) If Business Associate has PHI in a Designated Record Set:
- (a) Business Associate agrees to provide at the request of Covered Entity during regular business hours, access to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 C.F.R. § 164.524; and
 - (b) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an individual within 10 business days of receiving the request.
- (8) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or the Secretary upon request of either for purposes of determining Covered Entity's compliance with the Privacy Rule.
- (9) Business Associate agrees to document such disclosures of PHI and information related thereto as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (10) Business Associate agrees to provide to Covered Entity or an authorized individual, upon request, information collected in accordance with paragraphs 3(7) and 3(9) above, in response to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §§ 164.528, 164.502, and 164.504.
- (11) Business Associate specifically agrees to use security measures that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in electronic or any other form, that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(12) Business Associate agrees to implement security measures to secure passwords used to access ePHI that it accesses, maintains, or transmits as part of this agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

(13) Business Associate agrees to implement security measures to safeguard ePHI that it accesses, maintains, or transmits as part of this agreement from malicious software and other man-made and natural vulnerabilities to assure the availability, integrity, and confidentiality of such information.

(14) Business Associate agrees to comply with:

(a) ARRA § 13404 (Application of Knowledge Elements Associated with Contracts), as set forth in 45 C.F.R. §§ 164.502 and 164.504;

(b) ARRA § 13405 (Restrictions on Certain Disclosures and Sales of Health Information), as set forth in 45 C.F.R. § 164, Subpart E; and

(c) ARRA § 13406 (Conditions on Certain Contacts as Part of Health Care Operations), as set forth in 45 C.F.R. §§ 164.508(a)(3) and 164.514(f)(1).

4. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement or any related agreement, Business Associate may use or disclose PHI to perform functions, activities, or services on behalf of Covered Entity, provided that such use or disclosure would not violate the Privacy Rule as it applies to Business Associate and Covered Entity, or the minimum necessary policies and procedures of the Covered Entity that are provided to Business Associate by Covered Entity.

5. Specific Use and Disclosure Provisions

(1) Except as otherwise limited in this agreement or any related agreement, Business Associate may use or disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that Business Associate will appropriately safeguard the information in accordance with the Privacy Rule.

(2) Except as otherwise limited in this agreement or any related agreement, Business Associate may authorize a Business Associate that is a subcontractor to create, receive, maintain or transmit PHI on behalf of Business Associate for the proper management and administration of the Business Associate, provided that Business Associate obtains satisfactory assurances, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), and documented in accordance with 45 C.F.R. § 164.502(e)(1)(ii)(2), that the subcontractor will appropriately safeguard the information, and in the event of termination, will return or destroy all PHI and ePHI in accordance with paragraph 8(3) of this agreement and 45 C.F.R. § 164.504(e)(2)(ii)(J).

(3) Business Associate may use PHI to provide data aggregation services relating to the health care operations of Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), only when specifically authorized by Covered Entity.

(4) Business Associate may use or disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

6. Obligations of Covered Entity

(1) Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices, to the extent that such limitation may affect Business Associate's use or disclosure of PHI, by providing a copy of the most current Notice of Privacy Practices (NPP) to Business Associate. Future Notices and/or modifications to the NPP shall be posted on Covered Entity's website at www.agingflorida.com.

(2) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of an individual's PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

7. Permissible Requests by Covered Entity

Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

8. Effective Date and Termination

(1) The parties hereby agree that this agreement amends, restates and replaces any other Business Associate Agreement currently in effect between Covered Entity and Business Associate and that the provisions of this agreement shall be effective on the last date that the agreement has been signed by both parties.

(2) Termination for Cause – Upon Covered Entity's knowledge of a material breach of this agreement or a violation of the Security Rule or the Privacy Rule by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (b) Immediately terminate this agreement if the Business Associate has breached a material term of this agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, covered Entity shall report the violation to the Secretary.

(3) Effect of Termination – Except as provided in subparagraph (b) of this section, upon termination of this agreement, Business Associate shall return or destroy all PHI and ePHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.

- (a) This provision shall apply to PHI and ePHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI and ePHI.
- (b) In the event that Business Associate or Covered Entity determines that returning the PHI or ePHI is infeasible, notification of the conditions that make return of PHI or ePHI infeasible shall be provided to the other party. Business Associate shall extend the protections of this Agreement to such retained PHI and ePHI and limit further uses and disclosures of such retained PHI and ePHI to those purposes that make return or destruction of the information infeasible, for a minimum of six years and so long as Business Associate maintains such PHI and ePHI, but no less than six (6) years after the termination of this agreement.

(4) Expiration and Effect – Unless sooner terminated pursuant to Section 8(2) above, this agreement shall expire once the Business Associate no longer has any PHI in its possession, whether by destruction or return to Covered Entity. Business Associate shall provide a certification to Covered Entity once the Business Associate no longer has any data in its possession. Any agreements in place pursuant to Section 3(6) hereof shall remain in effect until such agent no longer has any PHI in its possession and certifies same.

9. Regulatory References

A reference in this agreement to a section in the Privacy Rule or Security Rule means the section then in effect or as may be amended in the future.

10. Amendments

The parties agree to take such action as is necessary to amend this agreement as necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy Rule, the Security Rule, and other applicable HIPAA rules.

11. Survival

Any term, condition, covenant or obligation which requires performance by either party hereto subsequent to the termination of this agreement shall remain enforceable against such party subsequent to termination.

12. Interpretation

Any ambiguity in this agreement shall be resolved to permit Covered Entity and Business Associate to comply with 45 C.F.R. §§ 160, 162, and 164.

13. Incorporation by reference

Any future new requirement(s), changes or deletion(s) enacted in federal law which create new or different obligations with respect to HIPAA privacy and/or security, shall be automatically incorporated by reference to this Business Associate Agreement on the respective effective date(s).

14. Notices

All notices and communications required, necessary or desired to be given pursuant to this agreement, including a change of address for purposes of such notices and communications, shall be in writing and delivered personally to the other party, or sent by express 24-hour guaranteed courier or delivery service, or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party at their primary business address on record at the time of the notice. Any such notice shall be deemed delivered upon receipt. If any notice cannot be delivered or delivery thereof is refused, delivery will be deemed to have occurred on the date such delivery was attempted.

15. Governing Law

The laws of the State of Florida, without giving effect to principles of conflict of laws, govern all matters arising under this agreement.

16. Severability

If any provision in this agreement is unenforceable to any extent, the remainder of this agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

17. Successors

Any successor to Business Associate (whether by direct or indirect or by purchase, merger, consolidation, or otherwise) is required to assume Business Associate's obligations under this agreement, and agree to perform them in the same manner and to the same extent that Business Associate would have been required to if that succession had not taken place. This assumption by the successor of the Business Associate's obligations shall be by written agreement satisfactory to Covered Entity.

18. Entire Agreement

This Business Associate Agreement constitutes the entire agreement of the parties relating to protected health information and supersedes all other oral or written agreements or policies relating thereto, except that this agreement does not limit the amendment of this agreement in accordance with section 10 of this agreement.

K. SUBRECIPIENT SIGNATURE FOR ATTACHMENT I CERTIFICATIONS AND ASSURANCES

By signing below, the subrecipient certifies that the representations outlined in sections A through J above are true and correct, and will be included in all related subcontract agreements, if applicable.

Subrecipient Authorized Representative:

Signed
By: _____

Name: Betsy Benac

Title: Chairman

Date: _____

(Revised November, 2017)

ATTEST: Angelina Colonnese
Clerk of the Circuit Court

By: _____

ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the agency to the subrecipient may be subject to audits and/or monitoring by the agency or the department and other authorized state or federal personnel as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the agency or department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this contract, the subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the agency or the department. In the event the agency or the department determines that a limited scope audit of the subrecipient is appropriate, the subrecipient agrees to comply with any additional instructions provided by the agency or the department to the subrecipient regarding such audit. The subrecipient 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 subrecipient is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

1. In the event that the subrecipient expends \$750,000 or more in federal awards in its fiscal year, the subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Federal funds awarded through the department and the agency, if any, are identified in the program and service contract(s) referencing this contract. In determining the federal awards expended in its fiscal year, the subrecipient shall consider all sources of federal awards, including federal resources received from or passed through the agency and the department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200. An audit of the subrecipient conducted by the Auditor General in accordance with the provisions 2 CFR Part 200 will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR, section 200.508.
3. If the subrecipient expends less than \$750,000 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 subrecipient expends less than \$750,000 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 an audit must be paid from subrecipient resources obtained from other than federal entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the agency shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the agency shall be fully disclosed in the audit report with reference to the agency contract involved. If not otherwise disclosed as required by 2 CFR Part 200, Section 200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the agency in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of thirty (30) days after receipt of the audit report or nine (9) months after the end of the subrecipient's fiscal year end.

PART II: STATE FUNDED

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

1. In the event that the subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in its fiscal year, the subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. State funds awarded through the department and the agency, if any, are identified in the program and service contract(s) referencing this contract. In determining the state financial assistance expended in its fiscal year, the subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the agency, the department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the subrecipient 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.
3. If the subrecipient expends less than \$750,000 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 subrecipient expends less than \$750,000 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 non-state resources (i.e., the cost of such an audit must be paid from the subrecipient's resources obtained from other than state entities).
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the agency shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the agency shall be fully disclosed in the audit report with reference to the agency contract involved. If not otherwise disclosed as required by Rule 691-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the agency in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of forty-five (45) days after delivery of the audit report, but not later than twelve (12) months after the end of the subrecipient's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within forty-five (45) days after delivery of the audit report, but not later than nine (9) months after the end of the subrecipient's fiscal year end. Notwithstanding the applicability of this portion, the agency and the department retain the right to monitor and oversee the performance of this contract as outlined throughout this document, all contracts referencing this contract, and pursuant to law.

PART III: REPORT SUBMISSION

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

A. The agency at the following address:

**Senior Connection Center, Inc.
Attention: President and CEO
8928 Brittany Way
Tampa, Florida 33619**

B. For fiscal year 2014 and later, pursuant to 2 CFR Part 200, Section 200.512, the reporting package and data collection form must be submitted electronically to the Federal Audit Clearinghouse.

Pursuant to 2 CFR Part 200, Section 200.512, all other federal agencies, pass through entities and other interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

- C. The subrecipient shall submit a copy of any management letter issued by the auditor, to the agency at the following address:

**Senior Connection Center, Inc.
Attention: President and CEO
8928 Brittany Way
Tampa, Florida 33619**

- 2. Additionally, copies of audits and reporting packages required by PART II of this attachment shall be submitted by or on behalf of the subrecipient directly to each of the following:

- A. The agency at the following address:

**Senior Connection Center, Inc.
Attention: President and CEO
8928 Brittany Way
Tampa, Florida 33619**

- B. 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**

- 3. Any reports, management letters, or other information required to be submitted to the agency pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 4. Subrecipients, when submitting the financial reporting packages to the agency should indicate the date that the audit report was delivered to the subrecipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The subrecipient shall retain sufficient records demonstrating its compliance with the terms of this contract and all program and services contracts referencing this contract for a minimum period of six (6) years from the date the audit report is issued, and shall allow the agency or the department or the authorized designee of each, and the Chief Financial Officer, or Auditor General access to such records upon request. The subrecipient shall ensure that audit working papers are made available to the agency or department or the designee of each, and the Chief Financial Officer, or Auditor General upon request, for a minimum period of six (6) years from the date the audit report is issued, unless extended in writing by the agency or the department.

PART V: SPECIFIC REQUIREMENTS FOR AGENCY OR DEPARTMENT ADMINISTERED PROGRAMS

- 1. The agency and the department require a supplemental schedule of functional expenses be prepared in a format provided by the department, which presents costs by service (as defined by the department), including units of service delivered, for subrecipients or subcontractors expending state or federal awards for services performed by their employees, subrecipients, and other payees who receive payment from agency administered funds for units of service recorded in the department's Client Registration and Tracking System (CIRTS). This supplemental schedule shall be prepared using the same methodology as used in determining the contractual rates. Government entities are excluded from this requirement.
- 2. Based on the requirements of Part I and Part II of this attachment and the award of funds identified in the program and

service contract, an Audit Relationship Determination will be made as set forth in **EXHIBIT-1**. Fiscal compliance requirements for federal and state awards are also identified in **EXHIBIT-1**.

3. If an audit is not required or performed, the head of the subrecipient entity or organization must provide a written attestation, under penalty of perjury, that the subrecipient has complied with the allowable federal and state cost provisions as referenced in 2 CFR Part 200 and/or Section 215 F.S., and the Reference Guide for State Expenditures.
4. Information is included in each program and service contract identifying the funding source(s), program titles, applicable CFDA or CSFA numbers and the amount of funds granted.
5. Specific requirements for match, co-payments, and program income applicable to programs administered by the agency are outlined in each program and service contract.

(Revised November 2017)

**ATTACHMENT II
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 200.500, and/or Section 215.97, F.S. Providers who are determined to be recipients or subrecipients 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 ATTACHMENT II are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR Part 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 subrecipients 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 691-5.006, FAC, a provider shall be determined to be, and identified as such, in the agreement or program and service contract:

- (1) A vendor or exempt entity and not subject to 2 CFR Part 200.38 and/or Section 215.97, F.S.;
- (2) A recipient/subrecipient subject to 2 CFR Part 200.86 and 200.93 and/or Section 215.97, F.S.; or
- (3) An 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 /subrecipient of federal and/or state financial assistance and has been approved by the agency to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-.5006, FAC [state financial assistance] and Section 2 CFR Part 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive federal awards 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 Part 200.416 – 200.417 – Special Considerations for States, Local Governments and Indian Tribes*
- 2 CFR Part 200.201 – Administrative Requirements**
- 2 CFR Part 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 Part 200.400-411 – Cost Principles*
- 2 CFR Part 200.100 – Administrative Requirements
- 2 CFR Part 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 Part 200.418 – 200.419 – Special Considerations for Institutions of Higher Education*
- 2 CFR Part 200.100 – Administrative Requirements
- 2 CFR Part 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 the 2 CFR Part 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/subrecipient, must comply with the following fiscal laws, rules and regulations:

Section 215.97 F.S.

Section 215.971 F.S.

Chapter 69I-5, Fla. Admin. Code

State Projects Compliance Supplement

Reference Guide for State Expenditures

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

(Revised November 2017)

ATTACHMENT III

ASSURANCES FOR NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

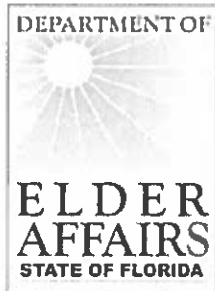
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Signed By: _____ Name: <u> Betsy Benac </u>	TITLE Chairman
APPLICANT ORGANIZATION Manatee County Board of County Commissioners	DATE SUBMITTED

(Revised November 2017)

ATTEST: Angelina Colonnese
 Clerk of the Circuit Court

By: _____



BACKGROUND SCREENING

Affidavit of Compliance - Employer

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

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

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address City State ZIP code

I, _____ do hereby affirm under penalty of perjury
Name of Representative

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

Signature of Representative

Date

STATE OF FLORIDA, COUNTY OF _____

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

Print, Type, or Stamp Commissioned Name of Notary Public

Notary Public

SENIOR CONNECTION CENTER, INC.			
REPORT SCHEDULE			
Provider Type	Report Name	Frequency	Due Date
All Providers:	Surplus/Deficit Report	Monthly	15th
	ADRC Monthly Contact Report	Monthly	10th
	Program Highlights	Annual	September 7th
	Volunteer Activity Report	Quarterly	30th of April, July, October & January
	Service Cost Report	Annual	February 15th (OAA), August 15th (CCE)
	Subcontractor Monitoring Reports	Annual	45 business days from date of report
CCE Lead Agencies:	APS Exception Report	Weekly	3 business days from date of request
	Outcome Measures	Monthly	20th
	CIRTS Exception Report Tracking Log	Monthly	20th
	ADI Memory Disorder Clinic Trng. Report	Annual	30th of month following training
ADI Spec. Alz. Svcs. Providers:	Spec. Alz. Services Training Report	Annual	30 days from date of training
	CIRTS Exception Report Tracking Log	Monthly	20th
EHEAP Providers:	EHEAP Summary Report	Quarterly	7th of April, July, October & January
	EHEAP Outreach Plan Survey	Annual	30 days from contract execution
All OAA Providers:	Targeting Plan Achievement Report	Quarterly	15th
	OAA Outreach and Targeting Log	Quarterly	15th
Nutrition Providers:	Dietician Approved Menus	Monthly	15th - Please note, all menus must be signed and approved by the providers contracted Dietician at least 4 weeks prior to implementation
	Menu Substitution List	Monthly	15th
	Nutrition Education	Monthly	15th
	Temperature Logs	Monthly	15th
	Outcome Measures	Monthly	20th
	Nutrition Program Compliance Review	Quarterly	15th of April, July, October & January
	Dietician Reports - NPCR Tools	Quarterly	30th of April, July, October & January
	Food Safety Course Training Report for Staff and Volunteers	Annual	30th of month following annual course completion
	Nutrition Advisory Council	Annual	30th of month following advisory council meeting, which must occur semi-annually
	Copies of Dietician License and Contract Agreement	Annual	30th of month following signed contract agreement
	CIRTS Exception Report Tracking Log	Monthly	20th
OAA Non-Registered Service Providers:	Demographic Profile: Non-Registered Services	Monthly	15th
OAA Legal Service Providers	OFLAP Report	Quarterly	15th of April, July, October & January

(Revised November 2017)

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS

CIVIL RIGHTS COMPLIANCE CHECKLIST

Program/Facility Name	County	PSA
Address	Completed By	
City, State, Zip Code	Date	Telephone

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

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

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

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with WCFAAA? If NA or NO explain. NA YES NO
7. Compare staff Composition to the population. Is staff representative of the population? If NA or NO, explain. NA YES NO
8. Compare client composition to the population. Are race/ 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 into 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 participates of nondiscrimination on the basis of disability? If NO, explain.

YES NO

20 Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain.

YES NO

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000 OR MORE.

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

YES NO

DOEA/SCC USE ONLY	
Reviewed By	In Compliance: YES <input type="checkbox"/> NO * <input type="checkbox"/>
Program Office	*Date Notice of Corrective Action Sent: / /
Date	Telephone
Date Response Due: / /	
<input type="checkbox"/> On-Site <input type="checkbox"/> Desk Review	Date Response Received: / /

(Revised November 2014)