

ELDERSOURCE
MASTER CONTRACT FOR
FEDERAL AND STATE PROGRAMS

THIS MASTER CONTRACT is entered into between the Northeast Florida Area Agency on Aging, Inc., d/b/a ElderSource, hereinafter referred to as "ElderSource" and the (Enter Provider Name) hereinafter referred to as "Provider" and collectively referred to as the "Parties". The State of Florida Department of Elder Affairs is hereinafter referred to as the Department. The term Provider for this purpose may designate a Vendor or Subprovider, the status to be further identified in ATTACHMENT II, Exhibit-1 as necessary.

1. Purpose of Contract;

The purpose of this Master Contract is to establish ElderSource's standard terms and conditions for services provided in any contract or agreement incorporating this Master Contract by reference including all attachments, forms and exhibits which constitute the contract document.

The Provider agrees to provide the services specified in each contract or agreement incorporating this Master Contract during the period this contract is in effect.

The Provider agrees that this Master Contract covers all services provided by the Provider under contracts or agreements with ElderSource which incorporate this Master Contract by reference.

ElderSource Mission Statement:

To empower individuals to age with independence and dignity by providing leadership, direction and advocacy and support for a comprehensive coordinated continuum of care. Lead agencies and local services as partners and stakeholders in Florida's aging services network are expected to support ElderSource's mission, vision, and program priorities

2. Incorporation of Documents within the Contract or Agreement:

All contracts or agreements including attachments, proposal(s) solicitation(s), state plan(s), grant agreements, relevant Department handbooks, manuals or desk books executed between the Provider and ElderSource shall incorporate this Master Contract by reference and be subject to the conditions set forth in this Master Contract for the duration of the contract period(s). Any and all contracts or agreements executed between the Provider and ElderSource during the effective period of this Master Contract will incorporate this Master Contract by reference and shall be governed in accordance with the applicable laws, statutes, and other conditions set for in this Master Contract.

Incorporation of Reference Memoranda;

In accordance with Chapter 287 F.S., and Department of Financial Services' Chief Financial Officer Memoranda, the following memoranda are hereby incorporated by reference:

- (1) CFO Memo No. 02: Release date, October 3, 2012;
- (2) CFO Memo No. 06: Release date, June 27, 2012;
- (3) CFO Memo No. 01: Release date, JuJy 26 2012; and
- (4) CFO Memo No. 04: Release date, June 30, 2006

3. Term of Master Contract;

This Master Contract will become binding at twelve (12:00) A.M., Eastern Standard Time on July 1, 2016 or on the date the Master Contract has been signed by the last Party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time June 30, 2017.

4. Compliance with Federal Law:

4.1 If any contract and agreement contains federal funds this section shall apply.

- 4.1.1** The Provider shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.
- 4.1.2** If the contract and agreement contains federal funds and is over \$100,000.00, the Provider shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The Provider shall report any violations of the above to ElderSource.
- 4.1.3** The Provider, or agent acting for the Provider, may not use any federal funds received in connection with any contract and agreement to influence legislation or appropriations pending before the Congress or any State Legislature. If any contract or agreement contains federal funding in excess of \$100,000.00, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, **ATTACHMENT I**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager prior to payment under any contract or agreement.
- 4.1.4** In accordance with Appendix A to 2 CFR 215, the Provider 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.
- 4.1.5** A contract or agreement award with an amount expected to equal or exceed \$25,000.00 and certain other contract or agreement awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Provider shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to any contract or agreement. The Provider shall complete and sign **ATTACHMENT IV** prior to the execution of this Master Contract.
- 4.2** The Provider shall not employ an unauthorized alien. ElderSource will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violations will be cause for unilateral cancellation of this Master Contract and any/all contracts or agreements by ElderSource.
- 4.3** If the Provider 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 Provider must notify ElderSource in writing within thirty (30) days of receiving the IRS notice of revocation.
- 4.4** The Provider shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 4.5** Unless exempt under 2 CFR Part 170.110(b), the Provider shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR 170.
- 4.6** To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, the Provider agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Provider during the contract or agreement term. The Provider shall include in related subcontracts a requirement that Subproviders performing work or providing services

pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the Subprovider during any contract or agreement term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Provider shall complete and sign **ATTACHMENT J** prior to the execution of this Master Contract.

5. Compliance with State Law:

- 5.1** This Master Contract and all contracts or agreements incorporating this Master Contract by reference is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 5.2** The Provider shall comply with requirements of s. 287.058, F.S. as amended.
- 5.2.1** The Provider shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Master Contract and all contracts or agreement incorporating this Master Contract, which the Contract Manager must receive and accept in writing prior to payment in accordance with s. 215.971, F.S. (1) and (2).
- 5.2.2** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- 5.2.3** If itemized payment for travel expenses is permitted in any contract or agreement incorporating this Master Agreement by reference, the Provider shall submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this Master Contract and any contract or agreement incorporating this Master Contract by reference.
- 5.2.4** The Provider 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 Provider in conjunction with any contract or agreement incorporating this Master Contract, except for those records which are made confidential or exempt by law. The Provider's refusal to comply with this provision will constitute an immediate breach of contract or agreement for which ElderSource may unilaterally terminate the Master Contract and any contract or agreement incorporating the Master Contract.
- 5.3** If clients are to be transported under any contract or agreement incorporating this Master Contract by reference, the Provider shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, F. A. C.
- 5.4** Subproviders 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.
- 5.5** The Provider shall comply with the 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 legislature, judicial branch or a state agency.
- 5.6** In accordance with s. 287.135 F.S., any Provider 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 or agreement with ElderSource for goods or services of \$1 million or more. Pursuant to s. 287.135 F.S., ElderSource may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference if the Provider is found to have submitted a false certification of its status on the Lists or has been placed on the Lists. Further, the Provider is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. If any contract or agreement incorporating this Master Contract contains \$1 million or more, the Provider shall complete and sign **ATTACHMENT H**, Certification Regarding Scrutinized Companies Lists, prior to the execution of this Master Contract.

6. Background Screening:

- 6.1** The Provider shall ensure that the requirements of s. 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's level 2 background screening pursuant to s. 430.0402(2)-(3), F.S. The Provider must also comply with any applicable rules promulgated by ElderSource and the Provider regarding implementation of s. 430.0402 and Chapter 435, F.S.
- 6.2** Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/does/backgroundscreening.php>.
- 6.3 Background Screening Affidavit of Compliance** - To demonstrate compliance with section 6 of this Master Contract, the Provider shall submit **ATTACHMENT G**, Background Screening Affidavit of Compliance annually, by January 15th.

7. Grievance and Complaint Procedures:**7.1 Grievance Procedures:**

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

7.2 Complaint Procedures:

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

8. Public Records and Retention:

- 8.1** If under any contract or agreement incorporating this Master Contract by reference, the Provider is providing services and is acting on behalf of ElderSource as provided under section 119.011(2), Florida Statutes, the Provider, subject to the terms of section 287.058(1)(c), Florida Statutes, 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 services.
 - b) Provide the public with access to public records on the same terms and conditions that ElderSource would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to ElderSource all public records in possession of the Provider upon termination or expiration of any contract or agreement incorporating this Master Contract by reference 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 ElderSource in a format that is compatible with the information technology systems of ElderSource and that of the Department.

8.2 ElderSource may unilaterally cancel this Master Contract, and any contract or agreement incorporating this Master Contract by reference, notwithstanding any other provisions of this Master Contract, for refusal by the Provider to comply with Section 8 of this Master Contract by not allowing public access to all documents, papers, letters, or other material made or received by the Provider in conjunction with the contract or agreement incorporating this Master Contract by reference, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

9. Audits, Inspections, Investigations:

9.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by ElderSource under any contract or agreement incorporating this Master Contract by reference. Provider(s) shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under any contract or agreement which incorporates this Master Contract by reference. Whenever appropriate, financial information should be related to performance and unit cost data.

9.2 The Provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to any contract or agreement which incorporates this Master Contract by reference for a period of six (6) years after completion of the contract or agreement incorporating this Master Contract by reference or longer when required by law. In the event an audit is required for any contract or agreement incorporating this Master Contract by reference, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any contract or agreement incorporating this Master Contract by reference, at no additional cost to ElderSource.

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

9.4 The Provider shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by ElderSource.

9.5 At all reasonable times for as long as records are maintained, persons duly authorized by ElderSource and Federal Auditors, pursuant to 45 CFR 92.36(i)(10), will be allowed full access to and the right to examine any of the Provider's contracts or agreements, related records and documents pertinent to any contract or agreement, regardless of the form in which it is kept.

9.6 The Provider shall provide a financial and compliance audit to ElderSource as specified in this Master Contract and in ATTACHMENT II and ensure that all related third-party transactions are disclosed to the auditor.

9.7 The Provider 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.

10. Nondiscrimination-Civil Rights Compliance:

10.1 The Provider shall execute assurances in ATTACHMENT V that it will not discriminate against any person in the provision of services or benefits under any contract or agreement incorporating this Master Contract by reference or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Provider further assures that all Providers, Subproviders, Subgrantee, 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 Provider shall complete and sign ATTACHMENT V prior to the execution of the Master Contract.

- 10.2 During the term of any contract or agreement incorporating this Master Contract by reference, the Provider shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist (ATTACHMENT B).
- 10.3 The Provider shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through any contract or agreement incorporating this Master Contract by reference. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 10.4 If any contract or agreement incorporating this Master Contract by reference contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Provider, its successors, transferees, and assignees for the period during which such assistance is provided. The Provider further assures that all Subproviders, 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 Provider understands that ElderSource 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.
11. Monitoring by ElderSource:
The Provider shall permit persons duly authorized by ElderSource to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to any contract or agreement which incorporate this Master Contract by reference, and to interview any clients, employees and Subprovider employees of the Provider to assure ElderSource of the satisfactory performance of the terms and conditions of any contract or agreement which incorporate this Master Contract by reference. Following such review, ElderSource will provide a written report of its findings to the Provider, and where appropriate, the Provider shall develop a Corrective Action Plan (CAP). The Provider hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Contract Manager.
12. Provision of Services:
The Provider shall provide services in the manner to be described in subsequent contracts or agreements incorporating this Master Contract by reference.
13. Coordinated Monitoring with Other Agencies:
If the Provider receives funding from one or more of the State of Florida other human service agencies, in addition to the Department of Elder Affairs, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of any contract or agreement incorporating this Master Contract by reference, and pursuant to s. 287.0575, F.S. as amended, Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Provider shall comply and cooperate with all monitors, inspectors, or investigators.
14. Indemnification:
14.1 The Provider shall indemnify, save, defend, and hold harmless ElderSource and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this Master Contract and any contract or agreement

incorporating this Master Contract by reference or performance of the services provided for herein. It is understood and agreed that the Provider is not required to indemnify ElderSource for claims, demands, actions or causes of action arising solely out of ElderSource's negligence.

14.2 Except to the extent permitted by s. 768.28, F.S., or other Florida law, this section 14 is not applicable to contracts or agreements executed between ElderSource and state agencies or subdivisions defined in s. 768.28(2), F.S.

15. Insurance and Bonding:

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

15.2 Throughout the term of any contract or agreement incorporating this Master Contract by reference, the Provider shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Provider authorized to handle funds received or disbursed under all contracts or agreements incorporating this Master Contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

16. Confidentiality of Information:

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

17. Health Insurance Portability and Accountability Act:

Where applicable, the Provider 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).

18. Incident Reporting:

18.1 The Provider shall notify ElderSource immediately but no later than forty-eight (48) hours from the Provider's awareness or discovery of conditions that may materially affect the Provider or Subprovider's ability to perform the services required to be performed under any contract or agreement which incorporate this Master Contract by reference. Such notice shall be made orally to the Contract Manager (by telephone) with an email to immediately follow.

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

19. New Contract(s) Reporting:

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

20. Bankruptcy Notification:

During the term of any contract or agreement incorporating this Master Contract by reference, the Provider shall immediately notify ElderSource if the Provider, its Assignees, Sub Provider's or Affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Provider must also provide the following information to ElderSource: (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, Jacksonville Division); and (4) the name, address, and telephone number of the bankruptcy attorney.

21. Sponsorship and Publicity:

21.1 As required by s. 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through any contract or agreement incorporating this Master Contract by reference, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Provider's name). ElderSource and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "ElderSource and the State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

21.2 The Provider shall not use the words "ElderSource or The State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by ElderSource prior to use.

22. Assignments:

22.1 The Provider shall not assign the rights and responsibilities under any contract or agreement incorporating this Master Contract by reference without the prior written approval of ElderSource, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of ElderSource will constitute a material breach of the contract or agreement.

22.2 The State of Florida is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any contract or agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract or agreement.

22.3 All contracts or agreements incorporating this Master Contract by reference shall remain binding upon the successors in interest of either the Provider or ElderSource.

23. Subcontracts:

23.1 The Provider is responsible for all work performed and for all commodities produced pursuant to any contract or agreement incorporating this Master Contract by reference, whether actually furnished by the Provider or its Subproviders. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval ElderSource deems necessary. The Provider further agrees that ElderSource will not be liable to the Subprovider in any way or for any reason. The Provider, at its expense, shall defend ElderSource against any such claims.

23.2 The Provider shall promptly pay any Subproviders upon receipt of payment from ElderSource or other state agency. Failure to make payments to any Subprovider in accordance with s. 287.0585, F.S., unless otherwise stated in the contract or agreement incorporating this Master Contract by reference between the Provider and Subprovider, will result in a penalty as provided by statute.

23.3 Service Cost Reports – The Provider shall annually submit to the Provider service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates.

24. Funding Obligations:

24.1 ElderSource acknowledges its obligation to pay the Provider for the performance of the Provider's duties and responsibilities set forth in any contract or agreement incorporating this Master Contract by reference.

24.2 ElderSource shall not be liable to the Provider for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any contract or agreement executed between the parties, which incorporates this Master Contract by reference, including but not limited to terms, governing the Provider's promised performance and unit rates and/or reimbursement capitations specified.

24.3 ElderSource shall not be liable to the Provider 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.

24.4 ElderSource shall not be liable to the Provider for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any contract or agreement incorporating this Master Contract by reference.

25. Independent Capacity of Provider:

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

26. Payment:

26.1 Payments shall be made to the Provider pursuant to s. 215.422, F.S., as services are rendered and invoiced by the Provider. The Contract Manager will have final approval of the invoice for payment, and will approve the invoice for payment only if the Provider has met all terms and conditions of the contract or agreement incorporating this Master Contract by reference, unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to ElderSource's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S.

26.2 The Provider agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The Provider shall comply with the particular requirements under the following laws and guidelines that are applicable to the contracts or agreements

incorporating this Master Contract by reference: (a) paragraph (16) (b) of section 216.181, F.S., regarding advances; (b) Rule 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State Expenditures from the Department of Financial Services at:

http://www.myfloridacfo.com/aadir/reference_guide/Referenc_Guide_For_State_Expenditures.pdf

The Provider will certify that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this Master Contract by reference, including paid Subprovider invoices, and will be produced upon request by ElderSource. The Provider will further certify that reimbursement requests are only for allowable expenses as defined in the laws and guiding circulars cited in Sections 4 and 5 of this Master Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Provider's approved area plan as developed in accordance with and pursuant to section 306(a) of the Older Americans Act of 1965, as amended.

- 26.3** The Provider and Subproviders shall provide units of deliverables, including reports, findings, and drafts as specified in the contracts or agreements and attachments which incorporate this Master Contract by reference, and the budget summaries developed by the Provider (pursuant to section 306(a) of the Older Americans Act), to be received and accepted by the Contract Manager prior to payment.

27. Return of Funds:

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

28. Data Integrity and Safeguarding Information:

The Provider shall ensure an appropriate level of data security for the information the Provider is collecting or using in the performance of any contract or agreement incorporating this Master Contract by reference. An appropriate level of security includes approving and tracking all Provider employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Provider shall ensure all Subproviders maintain written procedures for computer system backup and recovery. The Provider shall complete and sign **ATTACHMENT III** prior to the execution of the Master Contract.

29. Computer Use and Social Media Policy:

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

30. **Conflict of Interest:**
The Provider shall establish safeguards to prohibit employees, board members, management and Subproviders 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 Provider or Subprovider 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. The Provider or Subproviders officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Providers, potential Providers, or parties to subcontracts. The Provider's board members and management must disclose to ElderSource any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of any contract or agreement incorporating this Master Contract by reference. The Providers employees and Subproviders must make the same disclosures described above to the Providers Board of Directors. Compliance with this provision will be monitored.
31. **Public Entity Crime:**
Pursuant to s. 287.133, F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Provider, Supplier, Subprovider, or Consultant under a contract or agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017(2), F.S., for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.
32. **Purchasing:**
32.1 The Provider may procure any recycled products or materials, which are the subject of or are required to carry any contract or agreement incorporating this Master Contract by reference, in accordance with the provisions of s. 403.7065, F.S.
33. **Patents, Copyrights, Royalties:**
33.1 If any contract or agreement incorporating this Master Contract by reference is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under any contract or agreement incorporating this Master Contract by reference, the Provider shall refer the discovery, invention or material to ElderSource to be referred to the Department of State. Any and all patent rights or copyrights accruing under any contract or agreement incorporating this Master Contract by reference are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to s. 287.0571 (5) (k) 1 and 2 as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in any contract or agreement incorporating this Master Contract by reference.
33.2 If the primary purpose of any contract or agreement incorporating this Master Contract by reference is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this section 33.
33.3 If any contract or agreement incorporating this Master Contract by reference is awarded solely federal funding, the terms and conditions are governed by 2 CFR 215.36.
34. **Emergency Preparedness and Continuity of Operations:**
34.1 If the tasks to be performed pursuant to any contract or agreement incorporating this Master Contract by reference include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Provider shall, within thirty (30) calendar days

of the execution of any contract or agreement, submit to the Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the Provider shall notify ElderSource of emergency provisions.

34.2 In the event a situation results in a cessation of services by a Subprovider, the Provider shall retain responsibility for performance under any contract or agreement incorporating this Master Contract by reference and must follow procedures to ensure continuity of operations without interruption.

35. Equipment:

35.1 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 the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].

35.2 Providers and Subproviders 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 ElderSource upon request. The Provider shall promptly investigate, fully document and notify the Contract Manager of any loss, damage, or theft of equipment. The Provider shall provide the results of the investigation to the Contract Manager.

35.3 The Provider's property management standards for equipment acquired with Federal funds and federally-owned equipment shall include accurately maintained equipment records with the following information:

- (1)** A description of the equipment;
- (2)** Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
- (3)** Source of the equipment, including the award number;
- (4)** Whether title vests in the Provider or the federal government;
- (5)** Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;

- (6) Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
 - (7) Location and condition of the equipment and the date the information was reported;
 - (8) Unit acquisition cost; and
 - (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Provider compensates the federal awarding agency for its share.
- 35.4 Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 that is specifically identified in the area plan approved by ElderSource is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Provider, subject to the conditions of 2 CPR 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 agreements covered by any contract or agreement incorporating this Master Contract by reference, or identified in the sub-agreements with Subproviders (not included in a cost methodology), is subject to the conditions of section 273, P. S. and 60A-1.0017, P. A. C. or Title 45 CPR Part 74.
- 35.5 The Provider shall not dispose of any equipment or materials provided by ElderSource, or purchased with funds provided through any contract or agreement incorporating this Master Contract without first obtaining the approval of the Contract Manager. When disposing of property or equipment the Provider must submit a written request for disposition instructions to the respective Contract Manager. 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 Providers proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 35.6 The Contract Manager will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Provider is authorized to proceed as directed in 2 CPR Part 215 Administrative Requirements (formerly OMB Circular A-110).
- 35.7 Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under any contract or agreement incorporating this Master Contract without the prior approval of ElderSource. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Sec. 3030b United States Code (USC). Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of section 216.348, P.S.
- 35.8 Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 35.9 The Provider must adhere to ElderSource's procedures and standards when purchasing Information Technology Resources (ITR) as part of any contract or agreement incorporating this Master Contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to ElderSource upon request. The Provider has the responsibility to require any Subproviders to comply with ElderSource's ITR procedures.

36. PUR 1000 Form:

The PUR 1000 Form is hereby incorporated by reference and available at:
http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf

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

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

Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider 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 5 years from the date of purchase or the completion of the improvements or as further required by law.

38. Dispute Resolution:

Any dispute concerning performance of any contract or agreement incorporating this Master Contract by reference shall be decided by the Contract Manager, who shall reduce the decision to writing and serve a copy on the Provider.

39. Financial Consequences of Non-Performance:

39.1 If the Provider fails to meet the minimum level of service or performance identified in any contract or agreement incorporating this Master Contract by reference or that is customary for the industry, then ElderSource must apply financial consequences commensurate with the deficiency. Financial consequences may include, but are not limited to, contract or agreement suspension, refusing payment, withholding payments until the deficiency is cured, tendering only partial payments, and/or cancellation of any contract or agreement and reacquiring services from an alternate source.

39.2 The Provider will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of ElderSource.

40. No Waiver of Sovereign Immunity:

Nothing contained in any contract or agreement incorporating this Master Contract by reference is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

41. Venue:

If any dispute arises out of any contract or agreement incorporating this Master Contract by reference, the venue of such legal recourse will be Duval County, Florida.

42. Entire Contract:

This Master Contract and/or any contract or agreement incorporating this Master Contract by reference, contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon ElderSource or the Provider unless expressly contained herein or by a written subsequent contract, agreement and/or amendment to this Master Contract signed by both Parties.

43. Force Majeure:

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

44. 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.

45. **Condition Precedent to Contract Appropriations:**
The Parties agree that ElderSource's performance and obligation to pay under any contract or agreement incorporating this Master Contract by reference is contingent upon an annual appropriation by the Legislature.
46. **Addition/Deletion:**
The Parties agree that ElderSource reserves the right to add or to delete any of the services required under any contract or agreement incorporating this Master Contract by reference when deemed to be in the State of Florida's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.
47. **Waiver:**
The delay or failure by ElderSource to exercise or enforce any of its rights under this Master Contract and any contract or agreement incorporating this Master Contract by reference will not constitute or be deemed a waiver of ElderSource'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.
48. **Compliance:**
The Provider shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current state statutes, laws, rules and regulations. The Parties agree that failure of the Provider to abide by these laws shall be deemed an event of default of the Provider, and subject any contract or agreement incorporating this Master Contract by reference, to immediate, unilateral cancellation at the discretion of ElderSource.
49. **Final Invoice:**
The Provider shall submit the final invoice for payment to ElderSource as specified in any contract or agreement incorporating this Master Contract by reference. If the Provider fails to submit final request for payment as specified in any contract or agreement, then all rights to payment may be forfeited and ElderSource may not honor any requests submitted. Any payment due under the terms of any contract or agreement incorporating this Master Contract by reference may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by ElderSource.
50. **Renegotiation or Modification:**
Modifications of the provisions of any contract, agreement, and this Master Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively for any contract or agreement incorporating this Master Contract by reference to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in ElderSource's operating budget.
51. **Suspension of Work:**
ElderSource may in its sole discretion suspend any or all activities under this Master Contract and any Contract or agreement incorporating this Master Contract by reference, at any time, when in the best interests of the State to do so. ElderSource shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Provider shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Provider, ElderSource shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Provider to any additional compensation.
52. **Termination:**
52.1 Termination for Convenience. ElderSource, by written notice to the Provider, may terminate the Master Contract and any contract or agreement incorporating this Master Contract by reference in whole or in part when ElderSource determines in its sole discretion that it is in the State's interest to do so. The

Provider shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Provider shall not be entitled to recover any cancellation charges or lost profits.

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

52.3 Upon expiration or termination of this Master Contract and any contract or agreement incorporating this Master Contract by reference the Provider and Subproviders shall transfer all public records in its possession to ElderSource and destroy any duplicate public records that are exempt or confidential and exempt from public records, disclosure requirements at no cost to ElderSource. All electronically stored records shall be provided to ElderSource in a format that is compatible with ElderSource's information technology system(s).

53. Electronic Records and Signature:

53.1 ElderSource authorizes, but does not require, the Provider to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Master Contract and any contract(s) or agreement(s) which incorporate this Master Contract by reference. A Provider 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, chapter 119, F.S.; must comply with section 28, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Provider to the same extent as non-electronic records are retained and maintained as required by any contract or agreement incorporating this Master Contract by reference.

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

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

54. Special Provisions:

The Provider agrees to the following provisions:

54.1 Investigation of Criminal Allegations:

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

54.2 Volunteers:

The Provider 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 Provider 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.

54.3 Enforcement:

54.3.1 In accordance with Section 430.04, F.S., ElderSource may, without taking any intermediate measures available to it against the Provider, sanction the provider, if ElderSource finds that:

54.3.2 An intentional or negligent act of the Provider has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Master Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;

54.3.3 The Provider lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;

54.3.4 The Provider has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by ElderSource or the Provider has committed or repeated violations of Department standards;

54.3.5 The Provider has failed to continue the provision or expansion of services after the declaration of a state of emergency; and/or

54.3.6 The Provider has failed to adhere to the terms of any contract or agreement incorporating this Master Contract by reference.

54.3.7 In the alternative, ElderSource may, at its sole discretion, in accordance with section 430.04, F.S., take immediate measures against the Provider, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Provider on probationary status, imposing a moratorium on Provider action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.

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

54.4 Use of Service Dollars/Wait List Management:

The Provider will spend all federal, state, and other funds provided by ElderSource, for the purpose specified in each contract or agreement incorporating this Master Contract by reference . The Provider 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 ElderSource determines that the Provider is not spending funds accordingly, ElderSource may transfer funds to other provider agencies during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

54.5 The Provider agrees to use funds as detailed in the update and the **Budget Summary**, included in each contract or agreement incorporating this Master Contract by reference. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

54.6 Surplus/Deficit Report:

ElderSource completes a Surplus Deficit report each month based on the classes that have been completed by the provider agency.

55. All Terms and Conditions Included:

This Master Contract and its Attachments, I – V, A, B, D, G, H and J and any exhibits referenced in aid attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions or obligations other than those contained herein, and this Master Contract shall supersede all previous communications representations or agreements either written or verbal between the Parties,

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

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

Provider:

**NORTHEAST FLORIDA AREA,
AGENCY ON AGING, INC.,
D/B/A ELDERSOURCE**

ATTACHMENT I

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND 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 Subproviders 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

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

Monitoring

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

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Provider is a state or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the Provider expends \$500,000.00 or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates federal resources awarded through ElderSource by this agreement. In determining the federal awards expended in its fiscal year, the Provider shall consider all sources of federal awards, including federal resources received from ElderSource. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Provider conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Provider expends less than \$500,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Provider expends less than \$500,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Provider resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with ElderSource shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to ElderSource shall be fully disclosed in the audit report with reference to ElderSource agreement involved. If not otherwise disclosed as required by Section .31O (b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with ElderSource in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Providers fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Provider is a non-state entity as defined by Section 215.97(2), Florida Statutes.

In the event that the Provider expends a total amount of state financial assistance equal to or in excess of \$500,000.00 in any fiscal year of such Provider (for fiscal years ending September 30, 2004 or thereafter), the Provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; 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. EXHIBIT I to this agreement indicates state financial assistance awarded through ElderSource by this agreement. In determining the state financial assistance expended in its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from ElderSource, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

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

If the Provider expends less than \$500,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Provider expends less than \$500,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Provider resources obtained from other than state entities).

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

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Provider directly to each of the following:

ElderSource at each of the following addresses:

ElderSource
10688 Old St. Augustine Road
Jacksonville, FL 32257

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (t), OMB Circular A-133, as revised.

Pursuant to Sections .320(±), OMB Circular A-133, as revised, the Provider shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to ElderSource at each of the following addresses:

**ElderSource
10688 Old St. Augustine Road
Jacksonville, FL 32257**

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

ElderSource at each of the following addresses:

**ElderSource
10688 Old St. Augustine Road
Jacksonville, FL 32257**

The Auditor General's Office at the following address:

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

Any reports, management letter, or other information required to be submitted to ElderSource pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Providers, when submitting financial reporting packages to ElderSource for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

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

ATTACHMENT II
EXHIBIT !

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be recipients or subrecipients of federal awards or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. 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 Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:
 _____ Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.
 X Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by ElderSource to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-.006(2), FAC [state financial assistance] and Section 400 OMB Circular A-133 [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 225 Cost Principles for State, Local and Indian Tribal Governments (Formerly OMB Circular A-87)*
 OMB Circular A-102 -Administrative Requirements
 OMB Circular A-133 -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 230 Cost Principles for Non-Profit Organizations (Formerly OMB Circular A-122 – Cost Principles)*
 2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 -Administrative Requirements)
 Requirements)
 OMB Circular A-133 -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 220 Cost Principles for Educational Institutions OMB (Formerly Circular A-21 – Cost Principles)*
 2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 -Administrative Requirements)
 OMB Circular A-133 -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 OMB Circular A-133 Compliance Supplement, Appendix 1.

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, Fla. Stat.
 Chapter 691-5, Fla. Admin. Code
 State Projects Compliance Supplement
 Reference Guide for State Expenditures
 Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT III

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

The undersigned, an authorized representative of the Provider named in the contract or agreement to which this form is an attachment, hereby certifies that:

- (1) The Provider and any Subproviders of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
- (2) Management Information Systems used by the Provider, Subproviders, or any outside entity on which the Provider 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, Providers 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 Provider (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

- (4) The Provider and any Subproviders of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

The Provider shall require that the language of this certification be included in all subagreements, subgrants, and other agreements and that all Subproviders shall certify compliance accordingly.

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

(Revised June 2008)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS**

- (1) The Provider certifies, by signing this certification, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the Provider is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

Instructions for Certification

1. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," and "voluntarily excluded," as used herein, have the meanings set out in the sections of rules implementing Executive Order 12549. (2 CFR 180.5-180.1020, as supplemented by 2 CFR 376.10-376.995). You may contact the Contract Manager for assistance in obtaining a copy of those regulations.
2. This certification is a material representation of facts upon which reliance was placed when the parties entered into this transaction. If it is later determined that the Provider knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, ElderSource may pursue available remedies, including suspension and/or debarment.
3. The Provider will provide immediate written notice to the Contract Manager if at any time the Provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Provider may decide the method and frequency by which it determines the eligibility of its principals. Each participant to a lower tier covered transaction may but is not required to, check the Excluded Parties List System (EPLS).
4. The Provider will include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" in all its lower tier covered transactions and in all solicitations for lower tier covered transactions.
5. The Provider agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation, unless otherwise authorized by the federal government.
6. If the Provider knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, ElderSource may pursue available remedies, including suspension, and/or debarment.
7. The Provider may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

(Revised June 2008)

ASSURANCES-NON-CONSTRUCTION PROGRAMS

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

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

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

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction 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 \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- J 90) and Executive Order (EO) 1 1514;
(b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to BO 1 1990 ; (d) evaluation of flood hazards in floodplains in accordance with EO 11988· (e) assurance of project consistency with the approved rate management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 145 1 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 OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations .
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

ATTACHMENT A

DEPARTMENT OF ELDER AFFAIRS PROGRAMS & SERVICES HANDBOOK

Department of Elder Affairs Programs & Services Handbook available at:
<http://elderaffairs.state.fl.us/doea/nois.php> (scroll to *July 2013 - Notices)

ATTACHMENT B

<i>CIVIL RIGHTS COMPLIANCE CHECKLIST</i> Program/Facility Name	County	AAA/Provider
Address	Completed By	
City, State, Zip Code	Date	Telephone

PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.

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

For questions 2-5 please indicate the following:	Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
2. Population of area served	Source of data:							
3. Staff currently employed	Effective date:							
4. Clients currently enrolled/registered	Effective date:							
5. Advisory /Governing Board if applicable								

PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE. IF N/A or NO EXPLAIN.

6. Is an Assurance of Compliance on file with DOEA? N/A YES NO

7. Compare the staff composition to the population. Is staff representative of the population? N/A YES NO

8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? N/A YES NO

9. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? N/A YES NO

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability? N/A YES NO

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

12. Is the program/facility accessible to non-English speaking clients? N/A YES NO

13. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? N/A YES NO

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility . N/A NUMBER

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? N/A YES NO

PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES. IF NO EXPLAIN.

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? YES NO

17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? YES NO

18. Has a person been designated to coordinate Section 504 compliance activities? YES NO

19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? YES NO

20. Are auxiliary aids available to assure accessibility of services to hearing and sight-impaired individuals? YES NO

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

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

DOEA USE ONLY

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

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

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

policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. . Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, 45 CFR 84.52 (d).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

PROVIDER'S STATE CONTRACTS LIST

Provider's State Contracts List

REPORT PERIOD:
From: To:

PROVIDER INFORMATION:

Name: _____
Address: _____
FEID: _____

Phone: _____
Email: _____
Contact: _____

	Contract #	Contract/ Program Name	
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$
8			\$
9			\$
10			\$
11			\$
12			\$
13			\$
14			\$
15			\$
16			\$
		Total	\$

SIGNATURE: _____
TITLE: _____

DATE: _____

This Page Filed Separately

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

The undersigned, an authorized representative of the Provider named in the contract or agreement to which this form is an attachment, hereby certifies that:

(1) The Provider understands that pursuant to s. 287.135 F.S., any company at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, that is on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Sector List (collectively, "the Lists") is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with ElderSource for goods or services of \$1 million or more.

(2) The Provider understands that, pursuant to s. 287.135 F.S., any company that submits a false certification to ElderSource is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification.

(3) The Provider understands that the contract to which this form is an attachment may be terminated by ElderSource if the Provider submits a false certification or has been placed on the Lists.

This certification, required by Florida law, 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.

ATTACHMENT J

VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with ElderSource, (Enter Provider Name) hereby referred to as Provider, certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Provider during the contract term to perform employment duties pursuant to this Agreement and that any subcontracts include an express requirement that Subproviders performing work or providing services pursuant to this Agreement utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subprovider during the contract term.