

**STATE OF FLORIDA
DEPARTMENT OF ELDER AFFAIRS
MASTER AGREEMENT**

THIS MASTER AGREEMENT is entered into between the State of Florida, Department of Elder Affairs, hereinafter referred to as the "department," and the _____, defined as an Area Agency on Aging in accordance with section 430.203, Florida Statutes (F.S.), hereinafter referred to as the "recipient."

All agreements executed between the recipient and the department shall be subject to the conditions set forth in this agreement for the duration of the agreement period(s). Any and all agreements executed between the recipient and the department during the effective period of this agreement will incorporate this agreement by reference and shall be governed in accordance with the laws, statutes, and other conditions set forth in this agreement.

The parties agree:

I. Recipient Agrees:

- A. 1. To provide services according to the conditions specified in any agreement(s) with the department during the period this agreement is in effect.
2. This agreement covers all services provided by the recipient under contract with the department.
3. To provide services in compliance with the provisions of the department's Home and Community-Based Services Handbook.

B. State and Federal Laws and Regulations:

The recipient shall:

1. ~~The recipient shall~~ Comply with the provisions of all applicable state and federal laws and regulations including: 215.97 and 216.348, Florida Statutes, Title 45, Code of Federal Regulations (CFR), Part 74, and/or 45 CFR, Part 92, and/or 48 CFR part 31, and Office of Management and Budget (OMB) Circulars A-21, A-87, A-102, A-110, A-122, and A-133, whichever is applicable to the recipient's organization. ~~and other applicable regulations.~~, the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92
2. ~~The recipient shall~~ Comply with all applicable standards, orders, or regulations issued ~~under section 306 of~~ pursuant to the Clean Air Act (42 U.S.C. 7401 ~~1857(h)~~ et seq.), the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) code, 29 CFR, Part 1910.1030 [~~←not new language-moved from I. B. 5.], -section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15).~~ and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq. The recipient shall report any violations of the above to the department.
3. ~~The recipient must~~ Prior to execution of this agreement, complete the Certification Regarding Lobbying form, **ATTACHMENT I**, and the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts form, **ATTACHMENT II** [~~←not new language-moved from I. B. 3.].~~ If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the department's contract manager, and all disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the department's ~~contract manager~~ with the signed agreement. ~~The recipient must, prior to execution of~~

~~this agreement, complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts form, ATTACHMENT II.~~

4. ~~To follow the~~ Comply with section 112.061, F. S., and any policies of the department regarding any and all business travel pursuant to agreements covered by this agreement. ~~and to submit bills for any travel expenses in accordance~~ The State Comptroller approved Reimbursement of Travel Expenses form, or an equivalent form developed by the recipient, must be completed for all travel funded by agreements covered by this agreement. ~~Receipts for car rental, air fare, lodging, and incidental expenses allowed by statute, are required documentation to be retained on file to support expenditures. Conference and convention travel require an agenda. Conference, convention, and out of state travel funded by contracts covered by this agreement require written authorization from the appropriate authority at the department. Per diem and meal reimbursement will be paid in accordance with the time periods and rates specified in statute.~~ [←not new language-moved from I. D. 2.] and comply with the provisions of Chapter 119, F.S., ~~To~~ allowing public access to all documents, papers, letters, or other materials ~~subject to and~~ made or received by the recipient in conjunction with this agreement and any agreements incorporating this agreement by reference. ~~It is expressly understood that substantial evidence of the recipient's refusal to comply with this provision shall constitute a breach of contract.~~ In addition, section 20.41(9), F.S., requires that all area agencies on aging are subject to Chapter 119, F.S., relating to public records, and, when considering any agreements requiring the expenditure of funds, are subject to section 286.011-286.012, F.S., relating to public meetings. [←not new language-moved from I. D. 4.] ~~The recipient must, prior to execution of this agreement, complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts form, ATTACHMENT II.~~
5. **Abuse Neglect and Exploitation Reporting:** In compliance with Chapter 415, F.S., an employee of the recipient who knows, or has reasonable cause to suspect, that a child, aged person or disabled adult is or has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the State of Florida's central abuse registry and tracking system on the statewide toll-free telephone number (1-800-96ABUSE). [←not new language-moved from I. H.]
4. **Transportation Disadvantaged:** If clients are to be transported under any agreements incorporating this agreement, the recipient will comply with the provisions of Chapter 427, F.S., and Rule ~~Chapter~~ 41-2, Florida Administrative Code (F. A. C.). [←not new language-moved from I. I.]
5. **Use of Funds For Lobbying Prohibited:** To comply with the provisions of section 216.347, F.S., 48 CFR part 31.205, or 45 CFR part 93, whichever is applicable, that prohibit the expenditures of funds for the purpose of lobbying the Legislature, a judicial branch or a state agency. [←not new language-moved from I. L.] ~~The recipient shall comply with the provisions of the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) code, 29 CFR, Part 1910.1030.~~
6. **Safeguarding Information:** Except as provided for department auditing and monitoring purposes, not to use or disclose any information concerning a consumer who receives services under agreements incorporating this agreement by reference or subsequent agreements for any purpose not in conformity with state and federal regulations, except upon written consent of the consumer, or the consumer's authorized representative. [←not new language-moved from I. R.] ~~The department and the recipient will comply with all requirements of the Health Insurance Portability Act (HIPAA) of 1996, as applicable. The department and the recipient recognize that each is a "Business Associate" of the other under the terms of HIPAA. As such, each agrees to the terms as written in ATTACHMENT VII.~~ [←not new language-moved from III. F.]

7. **Grievance and Appeal Procedures:** ~~In accordance with ATTACHMENT V,~~ The recipient will ensure through agreement provisions that sub-recipients and vendors follow the Minimum Guidelines for Recipient Grievance Procedures, **ATTACHMENT V**, for handling complaints from ~~persons who complain service has been denied, terminated or reduced~~ Medicaid Waiver Clients. [←not new language-moved from IV. C.]

Recipients and subrecipients will establish complaint procedures for older consumers who are dissatisfied with or denied services. These procedures must include notice of the right to complain and to have their complaint reviewed. [←not new language-moved from IV. C.]

8. It is expressly understood that substantial evidence of the recipient's refusal to comply with any of the above provisions shall constitute a breach of this agreement. ~~5-~~

C. Civil Rights Certification:

~~The recipient assures it will comply with:~~

The recipient gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal ~~financial assistance to~~ The recipient shall comply with all federal, state and local regulations, statutes and ordinances relating to nondiscrimination in programs or activities receiving or benefitting from state, federal, or local financial assistance, whichever apply. These include, but are not limited to: (a) Executive Order 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60; (b) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin ~~in programs and activities receiving or benefitting from federal financial assistance;~~ . [←not new language-moved from I. C. 1.] (c) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1686 et seq., which prohibits discrimination on the basis of sex in education programs [←not new language-moved from I. C. 1.]; (d) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicaps; ~~in programs and activities receiving or benefitting from federal financial assistance~~ [←not new language-moved from I. C. 2.] (e) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age ~~in programs and activities receiving or benefitting from federal financial assistance~~ [←not new language-moved from I. C. 4.]; and with any and all other applicable regulations, guidelines, and standards as are now or may be lawfully adopted pursuant to the above statutes or which may apply to agreements covered by this agreement.[←not new language-moved from I. C. 7.]

The recipient agrees to complete the Civil Rights Compliance Questionnaire (DOEA forms 101 A and B), if services are provided to consumers and if fifteen (15) or more persons are employed. For recipients employing less than 15 persons, the department requests completion of the Civil Rights Compliance Questionnaire.

- ~~1.. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefitting from federal financial assistance.~~
- ~~2.. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefitting from federal financial assistance.~~

- ~~3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.~~
- ~~4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.~~
- ~~5. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs in programs and activities receiving or benefiting from federal financial assistance.~~
- ~~6. The Americans with Disabilities Act of 1990, 42 USC 12101, et. seq., which prohibits discrimination against, and provides equal opportunities for individuals with disabilities, in employment, public services, and public accommodations.~~
- ~~7. All regulations, guidelines, and standards as are now or may be lawfully adopted pursuant to the above statutes.~~
- ~~8.~~ 2. The recipient shall establish procedures to handle complaints of discrimination involving services or benefits through this agreement. ~~The recipient shall advise~~ These procedures shall include advising clients, employees, and participants of the right to file a complaint, their right to appeal a denial or exclusion from the services or benefits ~~from this contract~~, and their right to a fair hearing as a result of their complaint of discrimination. Complaints of discrimination involving services or benefits through agreements referencing this agreement ~~this contract~~ may also be filed with the Secretary of the department or the appropriate federal or state agency.
3. The recipient agrees that compliance with these assurances are a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the recipient, its successors, transferees, and assignees for the period during which such assistance is provided. The recipient further assures that all subrecipients, 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 recipient understands that the department 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.

D. Payment Requirements

For all agreements ~~contracts~~ covered by this agreement, the recipient agrees:

1. 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 recipient shall comply with only the particular requirements under the following laws and guidelines that are applicable to the agreements covered under this agreement: (a) paragraph (16) (b) of 216.181, F. S., regarding advances; (b) paragraph 69I-40.103 of the Florida Administrative Code pertaining to Restriction of Expenditures from state funds; and, (c) the Contract Payment Requirements sub-section of section C of the Reference Guide for State Expenditures from the Department of Financial Services (http://www.dbf.state.fl.us/aadir/reference_guide/). The recipient certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost

reimbursed expenses, including paid subcontractor invoices, and will be produced upon request by the department. The recipient further certifies that reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in Section I, paragraph B. 1. of this agreement, 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 recipient's approved area plan. ~~Expenditures prohibited from state or federal funds, as applicable, unless expressly provided by law, include, but are not limited to:~~

- ~~(a) Congratulatory telegrams;~~
- ~~(b) Flowers and/or telephone condolences;~~
- ~~(c) Presentation of plaques for outstanding service;~~
- ~~(d) Entertainment for visiting dignitaries;~~
- ~~(e) Refreshments such as coffee and doughnuts;~~
- ~~(f) Decorative items (globe, statues, potted plants, picture frames, wall hangings, etc.);~~
- ~~(g) Greeting Cards (section 286.27, F.S.);~~
- ~~(h) Alcoholic beverages;~~
- ~~(i) Portable heaters and fans, refrigerators, stoves, microwave ovens, coffee pots, coffee mugs, etc.;~~
- ~~(j) Clocks for private offices;~~
- ~~(k) Meals, except those served to inmates and clients of State Institutions;~~
- ~~(l) Lobbying expenses (see section I., paragraph L. of this agreement)~~

~~2. To follow the policies of the department regarding any and all business travel pursuant to contracts covered by this agreement and to submit bills for any travel expenses in accordance with section 112.061, F.S.. The State Comptroller approved Reimbursement of Travel Expenses form, or an equivalent form developed by the recipient, must be completed for all travel funded by contracts covered by this agreement. Receipts for car rental, air fare, lodging, and incidental expenses allowed by statute, are required documentation to be retained on file to support expenditures. Conference and convention travel require an agenda. Conference, convention, and out of state travel funded by contracts covered by this agreement require written authorization from the appropriate authority at the department. Per diem and meal reimbursement will be paid in accordance with the time periods and rates specified in statute.~~

2. Recipients and sub-recipients shall ~~To~~ provide units of deliverables, including reports, findings, and drafts as specified in the agreements and agreement attachments covered by this agreement, and the area plans developed by the recipient (pursuant to section 306(a) of the Older Americans Act), to be received and accepted by the contract manager prior to payment.

~~4. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S., and made or received by the recipient in conjunction with this agreement and any contracts incorporating this agreement by reference. It is expressly understood that substantial evidence of the recipient's refusal to comply with this provision shall constitute a breach of contract. In addition, section 20.41(9), F.S., requires that all area agencies on aging are subject to Chapter 119, F.S., relating to public records, and, when considering any contracts requiring the expenditure of funds, are subject to section 286.011-286.012, F.S., relating to public meetings.—~~

~~5. To develop procurement procedures for all services purchased pursuant to this agreement, and all contracts and subcontracts subject to this agreement, in accordance with state and federal regulations to encourage competition and promote a diversity of contractors for services for the elder consumers.~~

E. Withholdings and Other Benefits:

The recipient is responsible for Social Security and Income Tax withholdings.

F. Indemnification:

If the recipient is a state or local governmental entity, pursuant to section 768.28(18) F.S., the provisions of this section do not apply.

1. Recipient and all subrecipients agree to indemnify, defend, and hold harmless the department and all of the department's officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect or omission, action in bad faith, or violation of federal or state law by the recipient, its agents, employees, or subrecipients during the performance of all agreements incorporating this agreement by reference, whether direct or indirect, and whether to any person or property to which the department or said parties may be subject, except neither recipient nor any of its subrecipients will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the department or any of its officers, agents, or employees.
2. Recipient's and subrecipient's obligation to indemnify, defend, and pay for the defense or, at the department's option, to participate and associate with the department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the department's notice of claim for indemnification to recipient. Recipient's and subrecipient's inability to evaluate liability or its evaluation of liability shall not excuse recipient's or subrecipient's duty to defend and indemnify the department, upon notice by the department. Notice shall be given by registered or certified mail, return receipt requested. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the department solely negligent shall excuse performance of this provision by recipients and subrecipients. Recipients shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the recipient or subrecipient of a claim shall not release recipient or subrecipient of the above duty to defend.
3. It is the intent and understanding of the parties that the recipient, nor any of its subrecipients, are employees of the department and shall not hold themselves out as employees or agents of the department without specific authorization from the department. It is the further intent and understanding of the parties that the department does not control the employment practices of the recipient and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the recipient, or its subrecipient.

G. Insurance and Bonding:

1. To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the effective period of any and all agreements incorporating this agreement by reference. The recipient accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the recipient and the clients to be served under agreements incorporating this agreement by reference. Upon execution of each agreement covered under this agreement, the recipient shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance where appropriate.
2. To furnish an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the recipient authorized to handle funds received or

disbursed under all agreements incorporating this agreement 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.

3. If the recipient is a state agency or subdivision as defined by section 768.28, F.S., the recipient shall furnish the department, upon request, written verification of liability protection in accordance with section 768.28, F.S.. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, F.S.. (See also Indemnification clause.)

~~H. Abuse Neglect and Exploitation Reporting:~~

~~In compliance with Chapter 415, F.S., an employee of the recipient who knows, or has reasonable cause to suspect, that a child, aged person or disabled adult is or has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the State of Florida's central abuse registry and tracking system on the statewide toll free telephone number (1-800-96ABUSE).~~

~~I. Transportation Disadvantaged:~~

~~If clients are to be transported under any contracts incorporating this agreement, the recipient will comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, Florida Administrative Code.~~

~~J. H. Purchasing:~~

The recipient agrees to develop procurement procedures to encourage competition and promote a diversity of contractors for all services purchased pursuant to this agreement, and all agreements and subagreements subject to this agreement, in accordance with applicable state and/or federal regulations that may include: 45 CFR, Subpart A, Section 92.36 and Subpart C, section 74.44; OMB Circular A-110; and Chapters 430 and 287, F. S.

1. PRIDE

~~Any articles which are the subject of, or are required to carry out any contracts incorporating this agreement by reference shall be purchased from~~ service or item manufactured, processed, grown, or produced by Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) ~~identified under Chapter 946, F.S., in the same manner and under the procedures set forth in sections 946.515(2) and (4), F.S..~~ in a correctional work program may be furnished or sold to the recipient and to any subagreement vendor or sub-recipient, or to any person, firm, or business entity if not prohibited by federal law. ~~For purposes of this agreement, the person, firm, or other business entity carrying out the provisions of any agreements under this agreement shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to any subrecipients unless otherwise required by law.~~

2. Procurement of Products or Materials with Recycled Content

Reusable materials and products shall be used where economically and technically feasible. ~~Any products or materials which are the subject of, or are required to carry out any agreements under this agreement shall be procured in accordance with the provisions of sections 403.7065 and 287.045, F.S..~~

3. Equity in Contracting

Pursuant to section 287.09451, F.S., the department is committed to embracing diversity in the provision of services to Florida's elders and in providing fair and equal opportunities for all qualified minority businesses in Florida. The recipient shall report information to the department on utilization of certified minority and non-certified minority subrecipients and vendors receiving funds pursuant to all agreements covered by this agreement. This report shall be submitted quarterly to the department.

4. The recipient is encouraged to identify in the Area Agency Plan any geographic location(s) that has been designated as a Front Porch Community by the Governor and to direct services to that Front Porch Community as appropriate.

~~K.~~ I. Sponsorship:

1. ~~As required by section 286.25, F.S., If the recipient or subrecipient is a~~ Any nongovernmental organization which sponsors a program financed ~~wholly or in part~~ partially by state funds ~~, including any funds obtained through contracts executed in accordance with this agreement~~ or funds obtained from a state agency ~~it~~ shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (name of organization) ~~(recipient)~~ and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs" shall appear in the same size letters or type as the name of the organization (ref.: 286.25, F. S.). ~~The recipient shall also display a graphic of the department's logo on all printed material.~~ This shall include, but is not limited to, any correspondence or other writing, publication or broadcast that refers to such program.
2. If the recipient is a governmental entity or political subdivision of the state, the department requests compliance with the conditions specified above.
3. The recipient shall not use the words "The State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed unless specific authorization has been obtained by the department prior to use.

~~L.~~ Use of Funds For Lobbying Prohibited:

~~To comply with the provisions of section 216.347, F.S., which prohibit the expenditures of contract funds for the purpose of lobbying the Legislature, a judicial branch or a state agency.~~

~~M.~~ J. Public Entity Crime:

Denial or revocation of the right to transact business with public entities.

It is the intent of the legislature to place the following restrictions on the ability of persons convicted of public entity crimes to transact business with the department ~~pursuant to section 287.133, F.S.:~~

~~A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.~~

The recipient agrees that compliance with 287.017 and 287.133, F.S. ~~this statute~~ is a condition of receipt or benefit from state or federal funds and it is binding upon the recipient, its successors and transferees during the period of this agreement. The recipient further assures that the recipient, its officers, directors, senior management, partners, employees or agents have not been convicted of any public entity crimes within the last 36 months. If the recipient or any of its officers or directors are convicted of a public entity crime during the period of this agreement, the recipient shall notify the department immediately. Non-compliance with this statute shall constitute a breach of this agreement.

~~N.~~ **K. Employment:**

If the recipient is a non-governmental organization, it is expressly understood and agreed the recipient will not knowingly employ unauthorized alien workers. Such employment constitutes a violation of the employment provisions as determined pursuant to section ~~274A(e)~~ of the Immigration Nationality Act (INA), **Sec. 274A** [8 U.S.C. s.1324a]. Violation of the employment provisions as determined pursuant to section ~~274A(e)~~ shall be grounds for unilateral cancellation of any and all agreements incorporating this agreement by reference.

~~O.~~ **L. Audits and Records:**

1. To maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under all agreements covered by this agreement. Recipients and sub-recipients agree to maintain records, including paid invoices, payroll registers, travel vouchers, copy logs, postage logs, time sheets, etc., as supporting documentation for service cost reports and for administrative expenses itemized for reimbursement. This documentation will be made available upon request for monitoring and auditing purposes.
2. To assure these records shall be subject at all reasonable times to inspection, review, audit, copy, or removal from premises by state personnel and other personnel duly authorized by the department, as well as by federal personnel, if applicable.
3. To maintain and file with the department such progress, fiscal and inventory and other reports as the department may require within the period of this agreement. Such reporting requirements must be reasonable given the scope and purpose of the agreements incorporating this agreement by reference.
4. To submit management, program, and client identifiable data, as specified by the department. To assure, through agreement provisions in subagreements with subrecipients, program specific data is recorded and submitted in accordance with Department of Elder Affairs Client Information Registration and Tracking System (CIRTS) Policy Guidelines.
5. To provide a financial and compliance audit to the department as specified in **ATTACHMENT III** and to ensure all related party transactions are disclosed to the auditor.
6. To include these aforementioned audit and record keeping requirements, including **ATTACHMENT III**, in all subagreements and assignments.
7. The recipient agrees to provide client information and statistical data ~~for research and evaluative purposes~~ when requested by the department.
8. To provide to the department all fiscal information regarding services contracted to subrecipients pursuant to this agreement using an application provided by the department.

~~P.~~ M. Retention of Records:

1. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to each agreement covered under this agreement for a period of at least five (5) years after termination of the agreement(s), or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained at least until resolution of the audit findings. These records may be subject to additional retention requirements set by law.
2. Persons duly authorized by the department and federal auditors, pursuant to 45 CFR, Part 92.42(e), (1), and (2), shall have full access to and the right to examine or duplicate any of said records and documents during said retention period or as long as records are retained, whichever is later.

~~Q.~~ N. Monitoring and Incident Reporting:

1. The recipient will provide progress reports, including data reporting requirements as specified by the department to be used for monitoring progress or performance of the contractual services as specified in the area plan. The department will establish performance standards for recipients with weights assigned to each standard. Standards will be tracked monthly by department staff through desk reviews of available fiscal, CIRT, and research production reports and any other system or process designated by the department. ~~This information will allow staff to determine if on-site monitoring of the recipient is necessary.~~ Examples of review criteria are surplus/deficit, independent audits, internal controls, reimbursement requests, subrecipient monitoring, targeting, program eligibility, outcome measures, service provision to clients designated as "high risk" by the Department of Children & Families, Adult Protective Services program, data integrity, co-payments, client satisfaction, correspondence, and client file reviews.
2. Recipients will perform administrative and programmatic monitoring of subrecipients to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.
3. To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods and services of the recipient and subrecipients which are relevant to agreements incorporating this agreement by reference, or to the mission and statutory authority of the department, and to interview any clients and employees of the recipient and subrecipients to be assured of satisfactory performance of the terms and conditions of these agreement(s). Following such inspection the department will deliver to the recipient a list of its concerns with regard to the manner in which said goods or services are being provided. The recipient will rectify all noted deficiencies provided by the department within the time set forth by the department, or provide the department with a reasonable and acceptable justification for the recipient's failure to correct the noted shortcomings. The department shall determine whether such failure is reasonable and acceptable. The recipient's failure to correct or justify deficiencies within a reasonable time as specified by the department may result in the department taking any of the actions identified in section III., C. Enforcement, or the department deeming the recipient's failure to be a breach of this agreement.
4. **Extraordinary Reporting:** The recipient shall notify the contract manager for the department immediately, but no later than, ~~within~~ 48 hours from the recipient's awareness or discovery of conditions ~~related to~~ that may materially affect the subrecipient's ability to perform~~ance~~, such as problems, delays, or adverse conditions which may ~~that could~~ impair ~~continued service delivery~~ the

subrecipient's ability to meet the objectives of the agreements covered by this agreement. The notice shall include a brief summary of the problem(s), a statement of the action taken or contemplated, time frames for implementation, and any assistance needed to resolve the situation. Examples of reportable conditions may include:

- X proposed consumer terminations
- X recipient or subrecipient financial concerns/difficulties
- X non-payment or untimely payment reported by vendors
- X service documentation problems
- X agreement non-compliance
- X service quality and consumer complaint trends

The recipient must investigate allegations regarding falsification of client information, service records, payment requests, and other related information. Substantiated allegations must be reported to the department's contract manager.

In the event that a situation results in the cessation of services by a sub-recipient or vendor, the recipient retains the responsibility for performance under agreements covered by this agreement and must follow their own procedures to ensure that clients continue receiving services without interruption, e. g.: exercising their emergency procurement procedures, temporary assumption of the direct provision of services, etc. ~~Recipients will provide the department with a brief summary of the problem(s) and proposed corrective action plans and time frames for implementation.~~

~~R. Safeguarding Information:~~

~~— Except as provided for department auditing and monitoring purposes, not to use or disclose any information concerning a consumer who receives services under contracts incorporating this agreement by reference or subsequent contracts for any purpose not in conformity with state and federal regulations, except upon written consent of the consumer, or the consumer's authorized representative.~~

~~S. O. Assignments and Subagreements:~~

1. Departmental approval of the area plan or application from the recipient shall constitute department approval of the recipient subagreements if the subagreements follow the service and funding information identified in the area plan. ~~The recipient must submit all contracts for services under the area plan to the department for prior approval when the proposed subrecipient is a profit making organization. No such approval by the department of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the department in addition to the total dollar amount agreed upon in contracts covered by this agreement.~~ All sub-recipients ~~assignments or subcontracts~~ shall be subject to the conditions of this agreement and the agreements incorporating it by reference (except ~~section I, paragraphs J.1, J.3, J.4,~~ section II. paragraph A., and ATTACHMENT VII) and to any conditions of approval the department shall deem necessary. Section I, paragraph J. ~~M.~~ is only applicable to state agencies or political subdivisions of the state.

2. ~~If~~ For every transaction, the recipient must determine if the subcontractor is a ~~deems a service provider to be a~~ vendor rather than a subrecipient, as defined in OMB Circular A-133, subpart B, section .210, and in 215.97, F. S., this determination must be documented in writing. When a vendor relationship is identified, an agreement with all of the terms and conditions set forth in this agreement is not required. However, a written agreement outlining services to be performed and

conditions for procurement, receipt and payment for services, and ~~in~~ compliance for vendors is usually limited to these tasks unless the recipient chooses to pass down program compliance to the vendor in the written agreement. ~~with the contracts covered by this agreement, is required.~~ The recipient is ultimately responsible for assuring program compliance and performance, and any applicable conditions of this agreement and the agreements covered by it, ~~that were not passed down to subrecipients.~~

3. Unless otherwise stated in the agreement(s) covered by this agreement between the department and recipient ~~and subrecipient~~, payments made by the recipient to the subrecipient must be within the same terms seven (7) working days after receipt by the recipient of full or partial payments from the department ~~in accordance with section 287.0585, F.S..~~ Payments to vendors contracted by the recipient shall be made in accord with the vendor's terms. Failure to pay within these time frames may result in the department applying intermediate measures. ~~seven (7) working days will result in a penalty charged against the recipient and paid to the subrecipient in the amount of one half of one (1) percent of the amount due, per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.~~

T. P. Return of Funds:

1. To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms of all agreements for which funds were disbursed to the recipient by the department.
 - a. The recipient shall return any overpayment to the department within forty (40) calendar days after either discovery by the recipient, or notification by the department, of the overpayment.
 - b. In the event the recipient or its independent auditor discovers an overpayment has been made, the recipient shall repay said overpayment within forty (40) calendar days without prior notification from the department. In the event the department first discovers an overpayment has been made, the department will notify the recipient by letter of such a finding.
 - c. Overpayments to subrecipients due to unallowable or un-allocable expenses or to vendors or subrecipients due to billing discrepancies must be returned to the recipient under the same terms and conditions as this section. Information indicating subrecipients have been overpaid as a result of over-budgeting on the unit cost methodology can be used by the recipient to negotiate lower rates in subsequent years. Continuous overpayment to subrecipients due to over budgeting may result in a demand for repayment to the recipient or the department under the same terms and conditions of this section. Repayment received by the recipient must be reported to the department and may be either re-allocated to other subrecipient(s) or returned to the department, at the department's discretion.
 - d. ~~Should repayment not be made~~ Overpayments not returned to the department in a timely manner ~~the department~~ will be subject to ~~charge~~ interest ~~of one (1) percent per month compounded on the outstanding balance forty (40) calendar days after the date of notification or discovery~~ at the rate established in Section 55.03, F. S..

U. Q. Data Integrity

~~Pursuant to the accounting and reporting requirements for~~ Federal Grants Management regulations ~~in OMB Circulars A-102 and A-110, and the~~ and the Florida Single Audit Act require financial management systems for recipients of state and federal funds to be capable of providing certain

information, assuring accuracy and accountability, in accordance with prescribed reporting requirements. These reporting requirements may require certain calculations or the provision of specified data to fully disclose the financial results of each federally funded or state-sponsored program.

Accordingly, ~~which requires certification of Data Integrity for any procurement document,~~ the recipient must, prior to execution of this agreement, complete the Data Integrity Certification form, ATTACHMENT IV.

~~In the event a data integrity issue results in a delay of service, the recipient agrees to execute their agency disaster plan to ensure the delivery of service(s) continues.~~

~~V.~~ R. Conflict of Interest:

The recipient ~~hereby agrees~~ will maintain a written code of conduct governing the performance of their employees ~~to develop and implement a policy to ensure that its employees,~~ board members, management and subrecipients, engaged in the award and administration of contracts. No employee, officer or agent of the recipient or subrecipient shall participate in selection, or in the award or administration of a contract supported by State or Federal funds if a ~~will avoid any~~ conflict of interest, ~~when disbursing or using the funds described in this agreement or when contracting with another entity which will be paid by the funds described in this agreement.~~ 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 recipient or subrecipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. ~~will avoid any conflict of interest or the appearance of a conflict of interest when disbursing or using the funds described in this agreement or when contracting with another entity which will be paid by the funds described in this agreement.~~ The recipient's board members and management must disclose to the department any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) days of the commencement of this agreement. The recipient's employees and subrecipients must make the same disclosures described above to the recipient's board of directors. Compliance with this provision will be monitored.

~~W.~~ S. Successors and Transferees:

Recipients must receive approval from the department's contract manager prior to transferring or assigning this agreement, or any agreements referencing this agreement, to another party or a different organizational entity. Further, this agreement ~~and its attachments~~ or any agreements referencing this agreement are binding in their entirety on the recipient and its successors, assignees and transferees.

II. The Department Agrees:

A. ~~Contract~~ Payment:

Pursuant to section 215.422, F.S., the department shall ~~take no longer than five working days to inspect and approve goods and services, unless bid specifications or the contract for which payment is requested specifies otherwise. With the exception of payments to health care recipients for hospital, medical, or other health care services, if~~ make payment ~~is not available~~ within 40 days, measured from the latter of the date the ~~invoice~~ Request for Payment is received or the goods or services are received, inspected and

approved. ~~, a separate interest penalty set by the comptroller pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care recipients for hospitals, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the interest penalty is set by section 215.422(13), F.S.. Invoices~~ Requests for Payment returned to a vendor or a recipient due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

B. Vendor Ombudsman:

Recipients who may be experiencing problems in obtaining timely payment(s) from the department may contact the Vendor Ombudsman within the Department of Banking and Finance at 1 (800) 848-3792 or (850) 413-7269. Subrecipients and vendors experiencing problems obtaining timely payment(s) from recipients may contact the department's contract manager at (850) 414-2000. ~~A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for recipients and vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9354 or by calling the State Comptroller's Hotline, 1-800-848-3792. Subrecipients experiencing problems obtaining timely payment(s) from recipients may contact the department's contract manager at (850) 414-2000.~~

III. Agreement Term and Renewal

The recipient and the department mutually agree:

A. Effective Date

1. This agreement shall begin on March 1, 2004 or on the date on which the agreement has been signed by both parties, whichever is later, and shall end on December 31, 2006.
2. All agreements executed between the department and the recipient during the effective period of this agreement shall reference this agreement by number, incorporating it therein, and shall be governed by the conditions of this agreement and its successor(s) for the duration of the agreement period(s).

~~C.~~ B. Enforcement:

1. The department may, in accordance with section 430.04, F.S., rescind area agency designation of the recipient if the recipient is an area agency, or take intermediate measures against the recipient, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the recipient on probationary status, imposing a moratorium on recipient action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120 F.S., if the department finds that:
 - an intentional or negligent act of the recipient has materially affected the health, welfare, or safety of consumers served pursuant to this agreement, or substantially and negatively affected the operation of services covered under this agreement
 - the recipient lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.
 - the recipient has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the department, or the recipient has committed or repeated violations of department standards.

- the recipient has failed to continue the provision or expansion of services after the declaration of a state of emergency.
 - the recipient has failed to adhere to the terms of this agreement or the terms of any agreement(s) covered by this agreement and incorporating it by reference.
2. In making any determination under this provision the department may rely upon the findings of another state or federal agency, or other regulatory body. Any claim for breach of this agreement is exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Leon County. Before the department formally rescinds the designation of the recipient or initiates any intermediate measure, or either party commences equitable or legal action of any sort, both parties agree to engage in informal mediation through a meeting of each party's representative at a place and location designated by the department.
 3. In making any determination under this provision for intermediate measures, the department will be guided by the measures and options as set forth in **ATTACHMENT VI**. The purpose of the options set forth in **ATTACHMENT VI** is to give notice to the recipient of the range of intermediate measures which would normally be imposed for violations as set forth in this provision. This range of intermediate measures is based upon a single violation of each provision listed. Multiple violations of the same provision will be grounds for enhancement of intermediate measures. The department is entitled to deviate from the range of intermediate measures provided in **ATTACHMENT VI** upon a showing of circumstances presented to the department prior to the imposition of an intermediate measure. Such circumstances which may be considered for enhancement or reduction of intermediate measures include, but are not limited to:
 - a. History of previous violations.
 - b. The magnitude and scope of the damage inflicted upon the general public.
 - c. The lack of danger to the public health, safety and welfare.
 - d. The degree of financial hardship incurred by the recipient as a result of the imposition of intermediate measures.
 - e. Corrective active taken by the recipient.
 - f. Steps taken by the recipient to ensure the non-occurrence of similar violations in the future.

B. C. Termination:

1. Termination for Convenience ~~at-Will~~

~~Any contract(s) covered by~~ This agreement and any other agreements incorporating it by reference may be terminated by either party upon no less than sixty (60) ~~thirty (30)~~ calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event the recipient terminates an agreement at will, the recipient agrees to submit, at the time it serves notice of the intent to terminate, a plan which identifies procedures to ensure services for consumers pursuant to this agreement or any subagreement will not be interrupted or suspended by the termination. In the event that an agreement between a recipient and a subrecipient is terminated, the recipient shall require the subrecipient to submit to the recipient and the department, a similar

plan ensuring services to consumers will not be interrupted or suspended by the termination.

2. Termination Because of Lack of Funds

In the event funds to finance any agreement(s) under this agreement become unavailable, the department may terminate the affected agreement or agreements upon no less than twenty-four (24) hours notice in writing to the recipient. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability of funds.

3. Termination for Breach

Unless the breach is waived by the department in writing, or the recipient fails to cure the breach within the time specified by the department, the department may, by written notice to the recipient, terminate any and all of the agreement(s) incorporating this agreement by reference upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the department may employ the default provisions in section 60A-1.006(3), Florida Administrative Code. Waiver of breach of any provisions of any one agreement covered by this agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of other agreements covered under this agreement. The provisions herein do not limit the department's right to remedies at law or to damages of a legal or equitable nature.

~~C. Enforcement:~~

- ~~1. The department may, in accordance with section 430.04, F.S., rescind area agency designation of the recipient, if the recipient is an area agency, or take intermediate measures against the recipient, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the recipient on probationary status, imposing a moratorium on recipient action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120 F.S., if the department finds that:~~

- ~~_____ an intentional or negligent act of the recipient has materially affected the health, welfare, or safety of consumers served pursuant to this agreement, or substantially and negatively affected the operation of services covered under this agreement~~
- ~~_____ the recipient lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.~~
- ~~_____ the recipient has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the department, or the recipient has committed or repeated violations of department standards.~~
- ~~_____ the recipient has failed to continue the provision or expansion of services after the declaration of a state of emergency.~~
- ~~_____ the recipient has failed to adhere to the terms of this agreement or the terms of any contract(s) covered by this agreement and incorporating it by reference.~~

- ~~2. In making any determination under this provision the department may rely upon the findings of another state or federal agency, or other regulatory body. Any claim for breach of contract is exempt~~

~~from administrative proceedings and shall be brought before the appropriate entity in the venue of Leon County. Before the department formally rescinds the designation of the recipient or initiates any intermediate measure, or either party commences equitable or legal action of any sort, both parties agree to engage in informal mediation through a meeting of each party's representative at a place and location designated by the department.~~

3. ~~In making any determination under this provision for intermediate measures, the department will be guided by the measures and options as set forth in ATTACHMENT VI. The purpose of the options set forth in ATTACHMENT VI is to give notice to the recipient of the range of intermediate measures which would normally be imposed for violations as set forth in this provision. This range of intermediate measures is based upon a single violation of each provision listed. Multiple violations of the same provision will be grounds for enhancement of intermediate measures. The department is entitled to deviate from the range of intermediate measures provided in ATTACHMENT VI upon a showing of circumstances presented to the department prior to the imposition of an intermediate measure. Such circumstances which may be considered for enhancement or reduction of intermediate measures include, but are not limited to:~~

~~a. History of previous violations.~~

~~b. The magnitude and scope of the damage inflicted upon the general public.~~

~~c. The lack of danger to the public health, safety and welfare.~~

~~d. The degree of financial hardship incurred by the recipient as a result of the imposition of intermediate measures.~~

~~e. Corrective action taken by the recipient.~~

~~f. Steps taken by the recipient to ensure the non-occurrence of similar violations in the future.~~

D. Notice and Contact:

1. The name, address and telephone number of the department for this agreement is:

~~Bureau of~~ Contract Administration and Purchasing
Department of Elder Affairs
4040 Esplanade Way
Tallahassee, Florida 32399-7000
(850) 414-2000, SC 994-2000

2. The name, address and telephone number of the recipient for this agreement is:

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

E. Renegotiation or Modification:

1. Modifications of provisions of this agreement and of any and all agreement(s) incorporating this agreement by reference shall only be valid when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this agreement and any affected agreements if revisions of any applicable laws or regulations make changes in this agreement necessary.
2. The rate of payment and the total dollar amount may be adjusted retroactively for any agreement(s) incorporating this Master Agreement by reference ~~to reflect price level increases and changes in the rate of payment~~ only when these have been established through the appropriations process ~~and subsequently identified in the department's operating budget,~~ or identified in the federal program.

F. ~~Health Insurance Portability and Accountability Act (HIPAA) of 1996~~

~~The department and the recipient will comply with all requirements of the Health Insurance Portability Act (HIPAA) of 1996. The department and the recipient recognize that each is a "Business Associate" of the other under the terms of HIPAA. As such, each agrees to the terms as written in ATTACHMENT VII.~~

IV. The Recipient Agrees to the following special provisions:

A. Property & Equipment

1. Equipment means: (a) an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of (a) the capitalization level established by the organization for the financial statement purposes, or \$5000 [for federal funds], or (b); nonexpendable, ~~property is defined as~~ tangible personal property of a nonconsumable nature with an acquisition cost of \$1000 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250 or more [for state funds]. ~~Hardback books with a value or cost of \$25 or more should be classified as an OCO expenditure only if they are circulated to students or the general public.~~
2. Recipients and sub-recipients who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with OMB Circular A-110 that include: ~~All property purchased under contracts covered by this agreement, or purchased by the department and received by the recipient~~ (a) a property list with all the elements identified in the circular; ~~to shall be listed on the property records of the recipient/subrecipient. Said listing shall include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/state share, date of acquisition, unit acquisition cost, property inventory number and information on the location, use and condition, transfer, replacement or disposition of the property (including fair market value and sales price at disposition); and, (b) 3.—A procedure for conducting a physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Discrepancies shall be investigated to determine the difference. Any loss, damage or theft of equipment shall be fully investigated and fully documented and if the equipment is purchased with state or federal funds, shall be reported to the department.~~ The property records must be maintained on file and shall be provided to the department upon request.

3. Equipment purchased with federal funds with an acquisition cost over \$5,000 and equipment purchased with state funds with an acquisition cost over \$1,000 that is specifically identified in the area plan approved by the department is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the recipient, subject to the conditions of 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 this agreement, or identified in the sub-agreements with sub-recipients (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.0017, F. A. C. or Title 45 CFR part 74.
4. ~~Title (ownership) to all property acquired with funds from any contracts covered by this agreement or otherwise purchased by the department shall be vested in the department upon completion or termination of the contract(s).~~
5. **Real property** means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this agreement without the prior approval of the department. 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 a fixed capital outlay grants and aids appropriation and therefore are subject to the provisions of Chapter 216.348, F. S.
5. ~~At no time shall the recipient dispose of nonexpendable property purchased directly with state funds except with the permission of, and in accordance with instructions from the department.~~ 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.
6. An area plan amendment is required to be submitted by the recipient and approved by the department's contract manager prior to the purchase of any item of nonexpendable property not specifically listed in the approved budget.
7. Information Technology Resources

The recipient must adhere to the department's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this agreement 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 the department upon request. The recipient has the responsibility to require any subrecipients to comply with the department's ITR procedures.

B. Copyright Clause

~~Where activities supported by~~ The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under any agreement(s) incorporating this agreement by reference. The department reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for state and federal purposes, and to authorize others to do so. Other rights of the department and recipient are described in Title 45, sec. 74.36 and ~~produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the recipient has any work that is subject to copyright and was developed, or for which ownership was purchased, under department has the right to use, duplicate and disclose such materials in~~

~~whole or part, in any manner, for any purpose whatsoever and to have others acting on behalf of the department do so.~~

~~If the materials so developed are subject to copyright, trademark or patent, then legal title and every right, interest, claim or demand of any kind in and to any patent, trademark, copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the state. Pursuant to section 286.021, F.S., no person, firm or corporation, including parties to this contract, shall be entitled to use the copyright, patent or trademark without the prior written consent of the Department of State.~~

~~C. Grievance and Appeal Procedures~~

~~1. In accordance with ATTACHMENT V, Minimum Guidelines for Recipient Grievance Procedures, the recipient will assure through contractual provisions that subrecipients have procedures for handling complaints from Medicaid Waiver clients persons who complain service has been denied, terminated or reduced.~~

~~1. Recipients and subrecipients will establish complaint procedures for older consumers who are dissatisfied with or denied services. These procedures must include notice of the right to complain and to have their complaint reviewed.~~

~~D. C. Investigation of Criminal Allegations~~

Any report that implies criminal intent on the part of this recipient or any subrecipient and referred to a governmental or investigatory agency must be sent to the department. ~~The recipient must investigate allegations regarding falsification of client information, service records, payment requests, and other related information.~~ If the recipient 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 recipient shall notify the Inspector General at the department immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the recipient or subrecipient, must be sent to the department's Inspector General with a summary of the investigation and allegations.

~~E. D. Disaster~~

In preparation for the threat of an emergency event as defined in the State of Florida Comprehensive Emergency Management Plan, the Department of Elder Affairs may exercise authority over an area agency or subrecipient to implement preparedness activities to improve the safety of the elderly in the threatened area and to secure area agency and service provider facilities to minimize the potential impact of the event. These actions will be within the existing roles and responsibilities of the area agency and its subrecipient.

In the event the President of the United States or Governor of the State of Florida declares a disaster or state of emergency, the Department of Elder Affairs may exercise authority over an area agency or subrecipient to implement emergency relief measures and/or activities.

In either of these cases, only the Secretary, Deputy Secretary or his/her designee of the Department of Elder Affairs shall have such authority to order the implementation of such measures. All actions directed by the department under this section shall be for the purpose of ensuring the health, safety and welfare of the elderly in the potential or actual disaster area.

~~F.~~ E. Volunteers

The recipient will promote the use of volunteers as prescribed in section 306(a)(12), Older Americans Act and section 430.07, F.S.. In addition, the recipient will increase the use of volunteers in the planning and service area by providing training, technical assistance and funding, where possible, to their service sub-contractors.

~~G.~~ F. Business Hours

Recipients who are Area agencies must at a minimum maintain business hours from 8:00 AM to 5:00 PM daily, Monday through Friday, excluding national and state holidays. Subrecipients who are lead agencies, as defined in 430.203(9), F.S. or who provide elder helpline services pursuant to this agreement must also maintain minimum business hours from 8:00 AM until 5:00 PM, Monday through Friday excluding national and state holidays.

~~H.~~ G. ~~Client Information Registration and Tracking System (CIRTS) and~~ Management Information Systems.

For all program agreements incorporating this agreement by reference for which collection of client data in electronic format (CIRTS, for example) is required:

1. The recipient shall employ a Local Area Network (LAN) Administrator who shall assure the recipient's compliance with the requirements of the "LAN Administrator Guidelines" adopted by the department. These "Guidelines" delineate the roles and responsibilities of the Local Area Network Administrator. The recipient shall assure any other support necessary for full "LAN Administrator Guidelines" compliance, including reporting to the department the operational status of their LAN and Wide Area Network (WAN) in accord with the frequency and format directed in these "Guidelines".
2. The recipient will ensure the collection and maintenance of consumer and service information on a monthly basis from the Client Information Registration and Tracking System (CIRTS) or any such system designated by the department. Maintenance includes valid exports and backups of all data and systems according to department standards.
3. Subrecipients must enter all required data per the department's CIRTS Policy Guidelines for consumers and services in the CIRTS database. The data must be entered into the CIRTS before the subrecipients submit their request for payment and expenditure reports to the recipient. The recipient shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the department.
4. Subrecipients will run monthly CIRTS reports and verify consumer and service data in the CIRTS is accurate. This report must be submitted to the recipient with the monthly request for payment and expenditure report and must be reviewed by the recipient before the subrecipient's request for payment and expenditure reports can be approved by the recipient.
5. Failure to ensure the collection and maintenance of the CIRTS data may result in the department enacting the "Enforcement" clause of this agreement (see section III, C.), including delaying or withholding payment until the problem is corrected.
6. Computer System Backup and Recovery

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

I. Consumer Outcomes

1. The recipient will develop consumer outcome measures consistent with those developed by the department.
2. As required by the legislature for performance-based program budgeting, the department will set targets for the performance of outcome measures. The recipient will be responsible for achieving these targets and will incorporate into subagreements as necessary.

J. Management Objectives

The recipient shall:

- X Ensure the ~~recipient's~~ Board completes an annual performance evaluation of the ~~recipient's~~ executive director;
- X Ensure documentation of meetings, including board approval of policies and procedures, board approval of budgets, extraordinary reporting, and complete disclosure of the financial condition of the agency ~~communication between recipient's staff and Board~~;
- X Ensure adequate planning and preparation occurs in the development of the area plan and area plan amendments within department established time frames.

K. Surplus/Deficit Report:

The recipient will submit a consolidated surplus/deficit report in a format provided by the department to the department's contract manager by the 25th of each month. This report is for all agreements between the provider and the department where there is a projected surplus or deficit of 1% or \$10,000, whichever is more. The report will include the following:

1. A list of subcontractors who are showing a surplus or deficit,
2. the recipient's ~~provider's~~ detailed plan on how the surplus or deficit spending will be resolved or, a recommendation to transfer surplus funds; and,
3. input from the ~~provider's~~ recipient's Board of Directors on resolution of spending issues, if applicable.

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

RECIPIENT:

STATE OF FLORIDA,
DEPARTMENT OF ELDER AFFAIRS

BOARD PRESIDENT OR
AUTHORIZED DESIGNEE

SIGNED

BY: _____

SIGNED

BY: _____

NAME: _____

NAME: TERRY F. WHITE

TITLE: _____

TITLE: SECRETARY

DATE: _____

DATE: _____

FEDERAL ID NUMBER: _____

RECIPIENT FISCAL YEAR ENDING DATE: _____

ATTACHMENT I

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
COOPERATIVE AGREEMENT**

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 sub-recipients shall certify and disclose accordingly.

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

Signature

Date

Name of Authorized Individual

Application or Contract Number

Name and Address of Organization

ATTACHMENT II**INSTRUCTIONS
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS**

1. Each recipient whose contract equals or exceeds \$25,000 in federal monies must sign this debarment certification prior to contract execution. Independent auditors who audit federal programs regardless of the dollar amount are required to sign a debarment certification form. Neither the Department of Elder Affairs nor its contract recipients can contract with subrecipients if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract is entered into. If it is later determined that the signed knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The recipient shall provide immediate written notice to the contract manager at any time the recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and 45 CFR (Code of Federal Regulations), Part 76. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The recipient further agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract unless authorized by the Federal Government.
6. The recipient further agrees by submitting this certification that it will require each subrecipient of this contract whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification with each contract.
7. The Department of Elder Affairs and its contract recipients may rely upon a certification of a recipient/subrecipients that is not debarred, suspended, ineligible, or voluntarily exclude from contracting/subcontracting unless it knows that the certification is erroneous.
8. If the recipient is an Area Agency on Aging (AAA), the AAA may rely upon a certification of a recipient/subrecipient entity that is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless the AAA knows that the certification is erroneous.
9. The signed certifications of all subrecipients shall be kept on file with recipient.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS**

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, signed February; 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

- (1) The prospective recipient certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with the Department of Elder Affairs by any federal department or agency.
- (2) Where the prospective recipient is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification.

Signature_____

Date_____

Name and Title of Authorized Individual
(Print or type)

Name of Organization

ATTACHMENT III

December 2001

Audit Attachment

The administration of funds awarded by the department to the recipient, and the sub-recipient through contracts with the recipient, may be subject to audits and/or monitoring by the department and other authorized state personnel or federal personnel as described in this section.

Monitoring

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

OTHER REQUIREMENTS

If the recipient is a non-profit organization, the Oath of Not for Profit Status form (EXHIBIT 2 of this attachment) must be completed and returned to the department with the signed contract.

Audits**PART I: FEDERALLY FUNDED**

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

1. In the event that the recipient or subrecipient expends \$~~5~~300,000 or more in Federal awards in its fiscal year, the recipient or subrecipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Federal funds awarded through the department by this agreement, if any, are indicated in section II. A. of the contract(s) covered by this agreement. In determining the Federal awards expended in its fiscal year, the recipient or subrecipient shall consider all sources of Federal awards, including Federal funds received from or passed through the department. 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 recipient or subrecipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient or subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient or subrecipient expends less than \$~~5~~300,000 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 recipient expends less than \$300,000 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 funds (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Information regarding audit requirements contained in OMB Circular A-133 and 215.97, F.S., can be obtained from the following web-sites:

<http://www.whitehouse.gov/omb/circulars/>

and:

<http://www.leg.state.fl.us/>

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by section 215.97, F.S..

1. In the event that the recipient expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General. State grants and aids amounts awarded through the department by this agreement are indicated in section II., A. of the contract(s) of which this agreement is an attachment. In determining the State awards expended in its fiscal year, the recipient shall consider all sources of State awards, including State funds received from the department, other state agencies, and other nonstate entities except that State awards received by a non-state entity for Federal program matching requirements shall be excluded from consideration.
2. In connection with the audit requirements addressed in Part II, paragraph 2, the recipient shall ensure that the audit complies with the requirements of section 215.97, F.S.. This includes submission of a reporting package as defined by section 215.97, F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations) Rules of the Auditor General, to include an auditor's examination attestation report, management assertion report (alternatively, management's assertion may be included in the management representation letter), and a schedule of State financial assistance.

The auditor's examination attestation report must indicate whether management's assertion as to compliance with the following requirements is fairly stated, in all material respects: activities allowed or unallowed; allowable costs/cost principles; matching (if applicable), and; reporting.

3. If the recipient expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the recipient expends less than \$300,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this attachment shall be submitted, when required by section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following within 45 days of receipt of the report but no later than nine (9) months of recipient's fiscal year end:

A. The Department of Elder Affairs at the following address:

**Department of Elder Affairs
Attn.: Contract Manager
4040 Esplanade Way, Bldg. B
Tallahassee, FL 32399-7000**

- B. 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**

- C. Other Federal agencies and pass-through entities in accordance with sections .320 (e) and (f), OMB Circular A-133, as revised.

2. The recipient shall submit a copy of the reporting package described in section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the department at the following address within 45 days of receipt of the report but no later than nine (9) months of recipient's fiscal year end:

**Department of Elder Affairs
Attn.: Contract Manager
4040 Esplanade Way, Bldg. B
Tallahassee, FL 32399-7000**

3. Copies of audits and reporting packages required by PART II of this attachment shall be submitted by or on behalf of the recipient directly to each of the following within 45 days of receipt of the report but no later than nine (9) months of recipient's fiscal year end:

A. The Department of Elder Affairs at the following address:

**Department of Elder Affairs
Attention: Contract Manager
4040 Esplanade Way, Bldg. B
Tallahassee, Florida 32399-7000**

B. The Auditor General's Office at the following address:

**State of Florida Auditor General
Room 574, Claude Pepper Building**

**111 West Madison Street
Tallahassee, Florida 32302-1450**

4. Any reports, management letters, or other information required to be submitted to the department pursuant to this attachment shall be submitted timely in accordance with OMB Circular A-133, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable and should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the package.
5. Recipients, when submitting the financial reporting packages to the department, should indicate the date that the audit report was delivered to the recipient in correspondence accompanying the audit report.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this attachment for a minimum period of **five (5)** years from the date the audit report is issued or longer if requested by the department in writing, and shall allow the department or its authorized designee, and the Comptroller or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the department or its designee, and the Comptroller or Auditor General upon request, for a minimum period of **five (5)** years from the date the audit report is issued, or may need to be longer if requested in writing by the department.

PART V: SPECIFIC REQUIREMENTS OF DEPARTMENT ADMINISTERED PROGRAMS

1. The department requires a supplemental schedule of functional expenses be prepared in a format provided by the department, which presents costs by service (as defined by the department), including units of service delivered, for recipients or subrecipients expending state or federal awards for services performed by their employees, contractors, and other payees who receive payment from department-administered funds for units of service recorded in the department's Client Registration and Tracking System (CIRTS). This supplemental schedule shall be prepared using the same methodology as used in determining the contractual rates.
2. If an audit is not required or performed, the head of the recipient entity or organization must provide a written attestation, under penalty of perjury, that the recipient has complied with the allowable cost provisions (congruent with the Comptroller's Voucher Processing Handbook, and OMB Circular A-122 or A-87, whichever is applicable). EXHIBIT 1 to this attachment provides an example attestation document that should be used by the agency head or authorized signatory for contracts to attest to compliance with these provisions.
3. Interest earned on federal funds or general revenue funds must be returned to the department. A chart is included in all contracts identifying the funding source(s), program titles, applicable CFDA or CSFA numbers and the amount of funds granted.
4. Specific requirements for match, co-payments, and program income applicable to programs administered by the department are outlined in the following applicability chart. Brief definitions of terms used in the chart are included.

APPLICABILITY CHART

| | Match | Program income | Co-payment |
|---|---|--|--|
| (CCE) Community Care for the Elderly Program | <input type="checkbox"/> recipients must match at least 10 percent of the cost for all Community Care for the Elderly services. <input type="checkbox"/> match may be either by cash, certified public expenditure, or third-party in-kind <input type="checkbox"/> all CCE funds expended must be properly matched at the end of the contract period <input type="checkbox"/> CCE core service funds cannot be used as match for AAA administration costs | <input type="checkbox"/> may be deposited in an interest bearing account and used to increase services in the same contract year as earned or carried forward and spent in the next state fiscal year <input type="checkbox"/> voluntary contributions may be used to meet local match requirements | <input type="checkbox"/> must be used to increase services in the same contract year as earned or carried forward and spent in the next state fiscal year to increase services. |
| (HCE) Home Care for the Elderly Program | | <input type="checkbox"/> may be spent in the same contract year as earned, or carried forward and spent in the next state fiscal year | |
| (ADI) Alzheimer's Disease Initiative | | <input type="checkbox"/> may be deposited in an interest bearing account and used to increase services in the same contract year as earned or carried forward and spent in the next state fiscal year | <input type="checkbox"/> must be used to increase services in the same contract year as earned or carried forward and spent in the next state fiscal year to increase services. <input type="checkbox"/> can not be used for cost sharing |
| (LSP) Local Service Programs | | <input type="checkbox"/> may be spent in the same contract year as earned or carried forward and spent in the next state fiscal year | |

| | | | |
|---|--|---|---|
| (OAA) Older Americans Act Program | <input type="checkbox"/> OAA funds cannot be used for match for other federal programs. <input type="checkbox"/> match for AAA's: formula is 85-10-5 (85% Fed., 10% AAA, 5% state). An Area Agency's expenditures may not exceed 75 percent of the cost of administering its area plan. <input type="checkbox"/> match may be either by cash, certified public expenditure, or third-party in-kind <input type="checkbox"/> Sub-recipients match requirement is 10% | <input type="checkbox"/> program income must be expended during the contract period in which it is earned and must be used to expand, improve, or sustain the program from which it is generated. <input type="checkbox"/> voluntary contributions can not be used for cost sharing or match | <input type="checkbox"/> complies with Older Americans Act Amendments of 2000, section 315, in regard to consumer contributions |
|---|--|---|---|

APPLICABILITY CHART DEFINITIONS**AAA. Area Agency on Aging**

Program Income. Program income means gross income earned by a recipient from activities which are supported by a grant; i.e., when at least some of the cost of the activity is a direct cost of the grant or indirect cost which helps match requirements of the grant. Program income includes contributions for meals or other supportive services, proceeds from the sale of tangible personal property purchased for the program, fees for the usage or rental of such property, and patent or copyright royalties for materials developed through the program. Revenue generated from a particular activity of the recipient/sub-recipient for which Department funds were used to cover at least half the cost is considered program income. **Note:** Money donated (cash donation) without earmark to the project by the donor should not be declared in an audit to be "program income"

Cash Donations. Cash donations are money donated without earmark to the project by the donor. These donations, when used as match, cannot be earmarked for any specific expenditure but are to be budgeted normally. Cash donations are not program income.

Match. When general revenue funded contracts require match, it may be either by cash, certified public expenditure, or third-party in-kind. The non-federal share used to match OAA funds may be cash, certified public expenditure, or third-party in-kind.

Co-payments. Fees assessed and collected according to a sliding scale based on the consumer's income for CCE and ADI services.

In-kind Resources. In-kind resources must be identified in project records, necessary to project's achievement, reasonable and in proportion to time used for project, claimed after use in the project and, not included as contributions for other programs unless specifically allowed.

In-kind contributions represent a value placed on noncash contributions provided to the recipient of a contract. In-kind contributions may consist of actual charges for real property and equipment, and the value of goods and services that directly benefit and are identified with project activities. This may include staff time contributed by state and local agencies not otherwise matched or supported by federal funds.

**ATTACHMENT III
EXHIBIT - 1**

MANAGEMENT ATTESTATION LETTER

(To be completed at the end of recipient or sub-recipient's fiscal year)

Contract or Agreement Number:

I, _____, hereby attest under penalty of perjury
(*recipient's authorized representative*)

that _____, based on the criteria
(*recipient agency name*)

set forth in the department's Audit Attachment, PARTS I and II, that:

A. The above named recipient agency **is not** required to provide an audit report or reporting package because [*check applicable statement(s)*]:

☐

the above-named entity has not expended \$300,000 or more in total federal awards in its fiscal year and therefore is not required to have a single or program-specific audit performed in accordance in OMB Circular A-133, as revised, and/or;

☐

the above-named entity has not expended a total amount equal to or in excess of \$300,000 in state awards in its fiscal year and therefore is not required to have a State single or program-specific audit in accordance with section 215.97, Florida Statutes.

B. The recipient has complied with the allowable cost provisions [congruent with State and Federal law, generally accepted accounting principles, the Department of Financial Services' Reference Guide for State Expenditures, and Office of Management and Budget (OMB) Circular A-122, A-110, or A-87, whichever is applicable].

By making this statement the recipient has considered not only funding or awards from the department, but all sources of Federal and State funding or awards.

Fiscal year ended _____.
(*Month, day, year*)

(*Signature*)

(*Title*)

(*Date*)

ATTACHMENT III
Exhibit - 2**Oath of Not for Profit Status**

Contract or Agreement Number: _____

As an authorized representative for the Recipient identified herein, and in the above referenced document(s), I do hereby swear under oath that this entity is currently a “not for profit” (non-profit) organization as defined in section 501(c)(3) of the Internal Revenue Code. If this non-profit status changes for any reason during the life of the above referenced contract or agreement, the Department of Elder Affairs will be notified in writing immediately.

Name of Recipient entity_____
Signature of Authorized Representative_____
Printed name and **Title** of Authorized Representative_____
Date of Oath

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

~~Federal Grants Management regulations and the Florida Single Audit Act require financial management systems for recipients of state and federal funds to be capable of providing certain information, assuring accuracy and accountability, in accordance with prescribed reporting requirements. These reporting requirements may require certain calculations or the provision of specified data to fully disclose the financial results of each federally funded or state sponsored program.~~ **MOVED TO SECTION I. U. OF THE CONTRACT**

~~To ensure the integrity of the State's accounting systems are not compromised, the following language was composed to protect the interests of the State and the elderly population of Florida who rely on the programs in place to assist them in preserving the quality and duration of their lives.~~

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

- (1) The recipient and any sub-recipients of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
- (2) Management Information Systems used by the recipient, sub-recipient(s), or any outside entity on which the recipient 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, recipient(s) will take immediate action to assure data integrity.
- (3) If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the recipient (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 recipient 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 recipient and any sub-recipient(s) 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 recipient shall require that the language of this certification be included in all subcontracts, subgrants, and other agreements and that all sub-contractors 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 A-110.

Name and Address of Recipient

Signature

Title

Date

Name of Authorized Signer

ATTACHMENT V

**MINIMUM GUIDELINES FOR RECIPIENT GRIEVANCE PROCEDURES
APPLICABLE TO ALL ADVERSE ACTIONS DEEMED TERMINATIONS, SUSPENSIONS, OR
REDUCTIONS IN SERVICE**

Medicaid Waiver clients have the right to request a fair hearing from the Department of Children and Families (DCAF) Office of Appeal Hearings in addition to or as an alternative to these procedures.

NOTICE TO THE RECIPIENT OF THE ADVERSE ACTION TO BE TAKEN AND EXPLANATION OF THE GRIEVANCE PROCEDURES FOR REVIEWING THAT DECISION

- The recipient must be informed by the decision maker of the action, in writing, no less than 10 calendar* days prior to the date the adverse action will be taken.
(Prior notice is not applicable where the health or safety of the individual is endangered if action is not taken immediately; however, notice must be made as soon thereafter as practicable.)
- Services cannot be reduced or terminated, nor any adverse action taken during the 10 day period.
- The Notice must contain:
 - a statement of what action is intended to be taken;
 - the reasons for the intended action;
 - an explanation of:
 - 1) the individual's right to a grievance review if requested in writing and delivered within 10 calendar* days of the Notice postmark (assistance in writing, submitting and delivering the request must be offered and available to the individual);
 - 2) in Medicaid Waiver actions, the individual's right to request a fair hearing from DCAF;
 - 3) the individual's right, after a grievance review, for further appeal;
 - 4) the right to seek redress through the courts if applicable;
 a statement that current benefits will continue if a grievance review is requested, and will continue until a final decision is made regarding the adverse action; and
 a statement that the individual may represent himself/herself or use legal counsel, a relative, a friend, or other qualified representative in the requested review proceedings.
- All records of the above activities must be preserved in the client's file.

GRIEVANCE REVIEW PROCEDURE UPON TIMELY RECEIPT OF A WRITTEN REQUEST FOR REVIEW

- Within 7 calendar* days of the receipt of a request for review, the provider must acknowledge receipt of the request by a written statement delivered to the requester. This statement must also provide notice of:
 - the time and place scheduled for the review;
 - the designation of one or more impartial reviewers who have not been involved in the decision at issue;
 - the opportunity to examine, at a reasonable time before the review, the individual's own case record, and to a copy of such case record at no cost to the individual;
 - the opportunity to informally present argument, evidence, or witnesses without undue interference at a reasonable time before or during the review;
 - a contact person for any accommodations required under the Americans with Disabilities Act; and assistance, if needed, in order to attend the review; and the stopping of the intended action until all appeals are exhausted.
- All grievance reviews must be conducted at a reasonable time, date and place by one or more impartial reviewers who have not been directly involved in the initial determination of the action in question.

- The reviewer(s) must provide written notification to the requester, within 7 calendar* days after the grievance review, stating:
 - the decision, the reasons therefore in detail;
 - the effect the decision has on current benefits, if favorable, or the circumstances regarding continuation of current benefits until all appeals are exhausted;
 - the individual's right to appeal an adverse decision to the Area Agency on Aging by written request within 7 calendar* days, except in decisions involving the professional judgement of a legal assistance provider;
 - the availability of assistance in writing, submitting and delivering the appeal to the appropriate agency;
 - the opportunity to be represented by himself/herself or by legal counsel, a relative, a friend or other qualified representative;
 - for legal assistance service appeals, the individual's right to file a grievance with the Florida Bar regarding complaints related to the actual legal representation provided.

PROCEDURE FOR APPEALS OF A GRIEVANCE REVIEW DECISION UPON TIMELY RECEIPT OF A WRITTEN APPEAL TO THE AREA AGENCY ON AGING

- Within 7 calendar* days of the receipt of a notice of appeal of a grievance review decision, the AAA must acknowledge receipt of the notice of appeal by a written statement delivered to the appellant. This statement must also provide notice of:
 - the time and place scheduled for the appeal;
 - the designation of one or more impartial AAA officials who have not been involved in the decision at issue;
 - the opportunity to examine at a reasonable time before the appeal the individual's own case record to date, and to a copy of such case record at no cost to the individual;
 - the opportunity to informally present argument, evidence, or witnesses without undue interference during the appeal;
 - assistance, if needed, in order to attend the appeal;
 - and the stopping of the intended action until all appeals are exhausted.
- All appeals of grievance reviews must be conducted at a reasonable time, date and place by one or more impartial AAA officials who have not been directly involved in the initial determination of the action in question.
- The designated AAA official(s) must provide written notification to the requester within 7 calendar* days after considering the grievance review appeal, stating:
 - the decision, and the reasons therefore in detail;
 - the effect the decision has on current benefits, if favorable, or the circumstances regarding continuation of current benefits until all appeals are exhausted;
 - the individual's right to appeal, if applicable.
- Except for Medicaid Waiver actions, the decision of the AAA shall be the final decision; and the availability of assistance in requesting a fair hearing, including a notice regarding accommodations as required by the ADA.
- All records of the above activities must be preserved and remain confidential. A copy of the final decision must be placed in the client's file.

* In computing any period of time prescribed or allowed by these guidelines, the last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

ATTACHMENT VI

INTERMEDIATE MEASURES

| INDICATORS Section 430.04 (2), F.S. | MEASUREMENT | INTERMEDIATE MEASURES Section 430.04 (2), F.S. |
|--|---|--|
| Lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated | <ul style="list-style-type: none"> ▪ Failure within the same fiscal year in which due to pay short-term loans • Failure to transfer at the appropriate time, due to lack of funds <ul style="list-style-type: none"> o Taxes withheld on the income of employees o Employer and employee contributions for federal social security or any pension, retirement, or benefit plan for an employee ▪ Failure for one pay period to pay, due to lack of funds <ul style="list-style-type: none"> o Wages and salaries owed to employees o Retirement benefits owed to former employees ▪ An unreserved or total fund balance or retained earnings deficit for which sufficient resources are not available to cover the deficit for 2 successive years | <ul style="list-style-type: none"> • Temporary assumption of operations and functions related to the problem area within the agency • Placement on probationary status for a specified period sufficient to address identified problems • Impose a time limited moratorium on agency • Reduce any advances for the following year to 30 days and examine surpluses for redistribution. |
| An intentional or negligent act of the agency has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program | <ul style="list-style-type: none"> • Intentional or Repeated violations of the requirement to serve APS clients within 72 hours • Any other verifiable report of such actions | <ul style="list-style-type: none"> • Impose a time limited moratorium on agency • Temporary assumption of operations and functions related to the problem area within the agency |
| Committed multiple or repeated violations of legal and regulatory requirements or department standards | <ul style="list-style-type: none"> • Achievement levels from monitoring reviews • Any other verifiable report of such actions | <ul style="list-style-type: none"> • Unannounced special monitoring • Reduction in advances for following year and review of surpluses for redistribution • Appropriate Corrective action |

ATTACHMENT VI (cont.)**INTERMEDIATE MEASURES**

| INDICATORS Section 430.04 (2), F.S. | MEASUREMENT | INTERMEDIATE MEASURES Section 430.04 (2), F.S. |
|---|--|---|
| Failed to adhere to terms of its contract with the Department | <ul style="list-style-type: none"> • Achievement levels from monitoring reviews • Adherence to Area Plan • Any other verifiable report of such action | <ul style="list-style-type: none"> • Placement on probationary status for a specified period to address identified problems • Financial penalties • Re-allotment of surplus funds to other planning and service areas • Appropriate Corrective action |
| Failed to implement and maintain department approved client grievance resolution procedure | <ul style="list-style-type: none"> • Achievement levels from monitoring reviews • Any other verifiable report of such action | <ul style="list-style-type: none"> • Appropriate Corrective action |
| Failed to continue the provision or expansion of services after the declaration of a state of emergency | <ul style="list-style-type: none"> • Achievement levels from monitoring reviews • Any other verifiable report of such action | <ul style="list-style-type: none"> • Temporary assumption of agency operations and functions to implement emergency service plan |