

**AREA AGENCY ON AGING OF CENTRAL FLORIDA INC.
STANDARD CONTRACT
CARES ACT**

THIS CONTRACT is entered into between Area Agency on Aging of Central Florida Inc., d/b/a Senior Resource Alliance (Agency) and Brevard Alzheimer's Foundation, Inc. (Contractor), collectively referred to as the "Parties." The term Contractor for this purpose may designate a Vendor, Subgrantee or Subrecipient.

WITNESSETH THAT:

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

WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to perform faithfully such services as an independent Contractor of the Agency.

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

1. Purpose of Contract:

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

2. Incorporation of Documents within the Contract:

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department handbooks, manuals or desk books, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

3. Term of Contract:

This contract shall begin the date the contract has been signed by the last party required to sign it. It shall end by August 31, 2020, subject to renewal.

4. Contract Amount:

The Agency agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$250,000.00**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals:

By mutual agreement of the Parties, the Agency will evaluate the contract monthly, and determination will be taken base on needs of the program initiative under CARES Act and funding availability each month.

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

6. Compliance with Federal Law:

6.1 If this contract contains federal funds this section shall apply.

6.1.1 The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) 75 and/or 45 CFR Part 92, 2 CFR Part 200 and other applicable regulations.

6.1.2 If this contract contains federal funds and is over \$100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Agency.

6.1.3 The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the Certification and Assurances Attachment, which must be completed and returned to the Contract Manager prior to the execution of this contract.

6.1.4 In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulations 41 CFR Part 60 and in Department of Health and Human

Services regulations 45 CFR Part 92, if applicable.

- 6.1.5** A contract award with an amount expected to equal or exceed \$25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The Contractor shall complete and sign the Certifications and Assurances Attachment prior to the execution of this contract.
- 6.2** The Contractor shall not employ an unauthorized alien. The Agency will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this contract by the Agency.
- 6.3** If the Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Agency in writing within thirty (30) days of receiving the IRS notice of revocation.
- 6.4** The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 6.5** Unless exempt under 2 CFR §170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.
- 6.6** To comply with Presidential Executive Order 12989, as amended, and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Contractor during the contract term. Contractor shall include in related subcontracts a requirement that Subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the Subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.
- 7. Compliance with State Law:**
- 7.1** This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, including Florida provisions for conflict of laws.
- 7.2** If this contract contains state financial assistance funds, the Contractor shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must comply with laws, rules, and regulations, including, but not limited to, the Reference Guide for State Expenditures.
- 7.3** The Contractor shall comply with the requirements of Section 287.058, F.S. as amended.
- 7.3.1** The Contractor shall perform all tasks contained in Attachment I (Statement of Work).
- 7.3.2** The Contractor shall provide units of deliverables, including reports, findings, and drafts, as specified in Attachment I, to be received and accepted by the contract manager prior to payment.
- 7.3.3** The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the Contractor in conjunction with this contract except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract for which the Agency may unilaterally terminate this contract.
- 7.4** If clients are to be transported under this contract, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, Florida Administrative Code (F.A.C).
- 7.5** Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.
- 7.6** The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for lobbying the legislature, judicial branch or a state agency.
- 7.7** The Agency may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business

operations in Cuba or Syria or is engaged in a boycott of Israel.

8. Grievance Procedures:

The Contractor shall develop, implement, and ensure that its Subcontractors have established grievance procedures to process and resolve client dissatisfaction with or denial of service(s), and address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, will provide for notice of the grievance procedure and an opportunity for review of the Subcontractor's determination(s).

9. Public Records and Retention:

9.1 By execution of this contract, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

9.1.1 Keep and maintain public records required by the Agency to perform the contracted services.

9.1.2 Upon request from the Agency's custodian of public records, provide the Agency a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

9.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Agency.

9.1.4 Upon completion of the contract, the Contractor will either transfer, at no cost to the Agency, all public records in possession of the Contractor, or will keep and maintain public records required by the Agency. If the Contractor transfers all public records to the Agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

9.2 The Agency may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Contractor to comply with Section 10 of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Coordinator
Florida Department of Elder Affairs
4040 Esplanade Way
Tallahassee, Florida 32399
850-414-2352
doeapublicrecords@elderaffairs.org

10. Audits, Inspections, Investigations:

10.1 The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Agency under this contract. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.

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

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

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- 10.4 The Contractor shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Agency.
- 10.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Agency and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractor's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 10.6 The Contractor shall provide a Financial and Compliance Audit Attachment to the Agency as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.
- 10.7 Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes. Contractor further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this contract, the Contractor understands and will comply with this subsection.

11. Nondiscrimination-Civil Rights Compliance:

- 11.1 The Contractor shall execute Assurances as stated in the Assurances-Non-Construction Programs Attachment that it will not discriminate against any person in the provision of services or benefits under this contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all Contractors, Subcontractors, Sub-grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 11.2 During the term of this contract, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, attached to this contract.
- 11.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 11.4 If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Agency may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

12. Monitoring by the Agency:

The Contractor shall permit persons duly authorized by the Agency to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor, which are relevant to this contract and to interview any clients, employees, and Subcontractor employees of the Contractor to assure the Agency of the satisfactory performance of the terms and conditions of this contract. Following such review, the Agency will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a Corrective Action Plan (CAP). The Contractor hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the Agency's Contract Manager.

13. Provision of Services:

The Contractor shall provide services in the manner described in **Attachment I**.

14. Coordinated Monitoring with Other Agencies:

If the Contractor receives funding from one or more State of Florida human service agencies, in addition to the

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

15. Indemnification:

The Contractor shall indemnify, save, defend, and hold harmless the Agency and its agents and employees from all claims, demands, actions, causes of action of whatever nature or character, arising out of or because of the execution of this contract or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Agency for claims, demands, actions or causes of action arising solely out of the negligence of the Agency.

15.1 Except to the extent permitted by Section 768.28, F.S., or other Florida law, this section 16 is not applicable to contracts executed between the Agency and state agencies or subdivisions defined in Section 768.28(2), F.S.

16. Insurance and Bonding:

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

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

17. Confidentiality of Information:

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

18. Health Insurance Portability and Accountability Act:

Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

19. Incident Reporting:

19.1 The Contractor shall notify the Agency immediately but no later than forty-eight (48) hours from the Contractor's awareness or discovery of conditions, that may materially affect the Contractors or Subcontractors ability to perform the services required to be performed under this contract. Such notice shall be made orally to the Agency's Contract Manager (by telephone) with an email to follow immediately.

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

20. New Contract(s) Reporting:

The Contractor shall notify the Agency within ten (10) days of entering into a new contract with any of the remaining four (4) state human service agencies. The notification shall include the following information: (1) contracting state agency and the applicable office or program issuing the contract; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; (6) Contract Manager name and

contact information. In complying with this provision, and pursuant to Section 287.0575, F.S., as amended, the Contractor shall complete the Contractor's State Contracts List attached to this contract.

21. Bankruptcy Notification:

During the term of this contract, the Contractor shall immediately notify the Agency if the Contractor, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Agency: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and (4) the name, address, and telephone number of the bankruptcy attorney.

22. Sponsorship and Publicity:

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

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

23. Assignments:

23.1 The Contractor shall not assign the rights and responsibilities under this contract without the prior written approval of the Agency, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Agency will constitute a material breach of the contract.

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

23.3 This contract shall remain binding upon the successors in interest of either the Contractor or the Agency.

24. Subcontracts:

24.1 The Contractor is responsible for all work performed and for all commodities produced pursuant to this contract, whether actually furnished by the Contractor or its Subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval, the Agency deems necessary. The Contractor further agrees that the Agency will not be liable to the Subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Agency against any such claims.

24.2 The Contractor shall promptly pay any Subcontractors upon receipt of payment from the Agency or other state agency. Failure to make payments to any Subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and Subcontractor, will result in a penalty as provided by statute.

25. Independent Capacity of Contractor:

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

26. Payment:

Payments shall be made to the Contractor for all completed and approved deliverables (units of service) as defined in Attachment I. The Contract Manager will have final approval of the Contractor's invoice submitted for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. The approved invoice will be submitted to the Agency's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S. A Vendor Ombudsman has been established within the Florida Department of Financial Services and may be contacted at 800-342-2762.

27. Return of Funds:

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

28. Data Integrity and Safeguarding Information:

The Contractor shall ensure an appropriate level of data security for the information the Contractor is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall ensure all Subcontractors maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements prior to the execution of this contract.

29. Conflict of Interest:

The Contractor shall establish safeguards to prohibit employees, board members, management and Subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or Subcontractor shall participate in the selection, or in the award of a contract supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor or Subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors, or parties to Subcontracts. The Contractor's board members and management must disclose to the Agency any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The Contractor's employees and Subcontractors must make the same disclosures described above to the Contractor's board of directors. Compliance with this provision will be monitored.

30. Public Entity Crime:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of thirty six (36) months following the date of being placed on the Convicted Vendor List.

31. Patents, Copyrights, Royalties:

If this contract is awarded state funding and if any discovery, invention or copyrightable material is developed produced

or for which ownership was purchased in the course of or because of work or services performed under this contract, the Contractor shall refer the discovery, invention or material to the Agency to be referred to the Department of State. All patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571(5) (k), as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract.

31.1 If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this Section 34.

31.2 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR §200.315 or 45 CFR §75.322, as applicable.

31.3 Notwithstanding the foregoing provisions, if the Contractor or one of its Subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the Agency shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, Subcontractors or Assignees of any resulting patented, copyrighted or trademarked work products.

32. PUR 1000 Form:

The PUR 1000 Form is hereby incorporated by reference and available at:

http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf

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

33. Dispute Resolution:

Any dispute concerning performance of the contract shall be decided by the Agency's Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor.

34. Financial Consequences:

If the Contractor fails to meet the minimum level of service or performance identified in this contract, the Agency will impose financial consequences as stated in **Attachment I**.

35. No Waiver of Sovereign Immunity:

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

36. Venue:

If any dispute arises out of this contract, the venue of such legal recourse shall be **Orange County, Florida**.

37. Entire Contract:

This contract contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Agency or the Contractor unless expressly contained herein or by a written amendment to this contract signed by both Parties.

38. Force Majeure:

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

39. Severability Clause:

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

40. Condition Precedent to Contract Appropriations:

The Parties agree that the Agency's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

41. Addition/Deletion:

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

42. Waiver:

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

43. Compliance:

The Contractor shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current state statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor, and subject the contract to immediate, unilateral cancellation of the contract at the discretion of the Agency.

44. Final Invoice:

The Contractor shall submit the final invoice for payment to the Agency no later than thirty (30) days upon the contract ending date unless otherwise specified in **Attachment I**. If the Contractor fails to do so, all right to payment is forfeited and the Agency may not honor any requests submitted after the previously mentioned period. Any payment due under the terms of this contract may be withheld until all required documentation and the Agency thereto has approved reports due from the Contractor and necessary adjustments.

45. Renegotiations of Modifications:

Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Agency's operating budget.

46. Suspension of Work:

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

47. Termination:

47.1 Termination for Convenience. The Agency, by written notice to the Contractor, may terminate this contract in whole or in part when the Agency determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

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

47.3 Upon termination of this contract, the Contractor and Subcontractors shall, at no cost to the Agency, transfer all public records in their possession to the Agency and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be

provided to the Agency in a format that is compatible with the information technology systems of the Agency.

48. Electronic Records and Signature:

The Agency authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this contract. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, Section 668.50, and F.S. All electronic records must be fully auditable; are subject to Florida's Public Records Law, Chapter 119, F.S.; must comply with Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by this contract.

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

a.	The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Brevard Alzheimer's Foundation, Inc. 4676 N. Wickham Rd. Melbourne, FL 32935
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Timothy V. Timmerman 4676 N. Wickham Rd. Melbourne, FL 32935
c.	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	Timothy V. Timmerman 4676 N. Wickham Rd. Melbourne, FL 32935 (321) 253-4430 ext 106
d.	The section and location within the Agency where Requests for Payment and Receipt and Expenditure forms are to be emailed or mailed is:	marlyn.seda@sraflorida.org Area Agency on Aging of Central Florida Inc., d/b/a Senior Resource Alliance 3319 Maguire Blvd., Suite 100 Orlando, FL 32803
e.	The name, address, and telephone number of the Contract Manager for this contract is:	Marlyn Seda, Contracts/Program Director 3319 Maguire Blvd., Suite 100 Orlando, FL 32803 407.514.1838
Upon change of representatives (names, addresses, and telephone numbers) by either party, notice shall be provided in writing to the other party.		

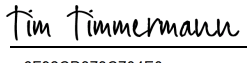
50. All Terms and Conditions Included:

This contract and its **Attachments, I and II**, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties.

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

IN WITNESS WHEREOF, the Parties hereto have caused this sixteen (16) contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:**BREVARD ALZHEIMER FOUNDATION**

SIGNED BY: 
6F92CD373C704E0...

NAME: TIMOTHY V. TIMMERMANTITLE: EXECUTIVE DIRECTORDATE: 04/01/2020FEI/EIN **59-3369526**DUNS: **022239011****AREA AGENCY ON AGING OF CENTRAL FLORIDA INC., D/B/A SENIOR RESOURCE ALLIANCE**

SIGNED BY: _____

NAME: KARLA RADKATITLE: PRESIDENT/CHIEF EXECUTIVE OFFICERDATE: 04/01/2020

**ATTACHMENT I
STATEMENT OF WORK**

The Contractor shall ensure the provision of services that meets the home delivery needs of elders and their caregivers. The support services include the managing of Intake of the Meals of Love of by aligning the recipients with restaurants, managing the contact center and completing the 701c assessments.

I. METHOD OF PAYMENT

A. Payment Method Used

The method of payment for this contract is a combination of Fixed-Fee/Unit Rate. The Agency will pay the Contractor upon satisfactory completion of the Tasks/Deliverables in accordance with all other terms and conditions of this contract.

B. Unit of Service

1. Fixed Fee/Unit Rate

Contractor must meet the minimum level of performance stated in the contract to receive payment. Payments for Fixed Fee/Unit Rates shall not exceed amounts established in **THIS CONTRACT**.

2. Fixed Rates

Payments Fixed rate shall not exceed the unit rate of service identified below:

Service to be Provided	Unit of Service	Unit Rate
Intake	1 = Per Call	\$6.12
Home Delivery Meals Per Household	1 = 1 Trip	\$2.47

II. SPECIAL PROVISIONS

A. Remedies for Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this contract are delivered timely, completely, and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. The Contractor's signature on the Request for Payment Form certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Agency requires immediate notice of any significant and/or systemic infractions that compromise the quality, security, or continuity of services to clients.

B. Incident Reporting

The Contractor shall notify the Agency immediately but no later than forty-eight (48) hours from the Contractor's awareness or discovery of changes that may materially affect the Contractor or any subcontractor's ability to perform the services required to be performed under this contract. Such notice shall be made orally to the Agency's Contract Manager (by telephone) with an email to immediately follow, including the Contractor's plan for provision of services required by contract. This plan must detail the Contractor's anticipated plan for ensuring a continuity in services for each client impacted by and for the duration of the incident. Following submission of the plan, the Contractor's is expected to provide the Agency updates in a frequency determined by the Agency as appropriate until the incident is resolved.

C. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency must be sent to the Agency. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the 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 Contractor or subcontractors, must be sent to the Department's Inspector General with a summary of the investigation and allegations.

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ATTACHMENT III CERTIFICATIONS AND ASSURANCES

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

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

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

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

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

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this Contract was made or

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

C. NON- DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80). - As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

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

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

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform DOEA immediately upon any change of circumstances regarding this status.

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

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub.

L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

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

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

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

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

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Department terminating this contract and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

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

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

1. The Contractor and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this contract warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Department, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the

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contract term to perform employment duties pursuant to this contract, and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Department staff and/or any party designated by the Department any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

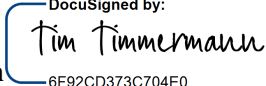
1. In addition to the requirements of sections 10.1 and 10.2 of the Standard Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Department is named in the civil action, Contractor agrees to indemnify and hold harmless the Department for any costs incurred by the Department and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
 - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S. states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does ___ does not XX provide for institutional memberships.

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

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

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

DocuSigned by:  Timothy V. Timmerman <small>6F92CD373C704E0...</small>		4676 N. Wickham Rd.
Signature and Title of Authorized Representative		Street Address
Brevard Alzheimer's Foundation, Inc.	04/01/2020	Melbourne, FL 32935
Contractor	Date	City, State, Zip code