

CERTIFICATIONS AND ASSURANCES

As part of the Service Agreement that was entered with United HomeCare, the Provider provides the following certifications, assurances and attestations:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 2 CFR Part 200)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurances (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**
- K. Abuse Education Attestation**
- L. Attestation for I-9 Form**

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

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

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

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

The undersigned Provider 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 complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

As a condition of the Agreement, Provider 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 title benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from United HomeCare.
- (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 United HomeCare.
- (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 United HomeCare.

(5) Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from United HomeCare.

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

Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I- financially assisted program or activity, and to all agreements Provider makes to carry out the WIA Title I- financially assisted program or activity. Provider understands that the Alliance for Aging, Florida Department of Elder Affairs, and the United States have the right to seek judicial enforcement of the assurance.

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

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

Subcontractor understands and agrees that it is required to inform United HomeCare which will inform DOEA immediately upon any change of circumstances regarding this status.

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

As a condition of contracting with the United HomeCare, Provider 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.

United HomeCare is required to have this language of this assurance be included in the documents for all subcontractors at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

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

In accordance with section 287.135, F.S., Provider hereby certifies that it is not participating in a boycott of Israel.

If this agreement is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Provider 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.

The Provider understands that, pursuant to section 287.135 F.S., the submission of a false certification may result in United HomeCare, Alliance and/or Department terminating this agreement and the submission of a false certification

may subject the Agreement to civil penalties, attorney's fees, and/or costs, including costs for investigations that led to the funding of the false certification.

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

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

The Providers of services under the agreement have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

Management Information Systems used by the Provider or any outside entity on which the Provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliance, Providers will take immediate action to assure data integrity.

If this agreement includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

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

The Provider of services under United HomeCare warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with United HomeCare who is contracted with the Alliance for Aging, Inc., the Provider, certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Provider during the contract term to perform employment duties pursuant to this Agreement and (b) that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-verify system to verify employment eligibility of all new employees hired by the Subcontractor during the contract term.

I. RECORDS AND DOCUMENTATION

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

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

Provider understands that pursuant to section 119.0701 (3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.070 (4), F.S., and the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorney’s fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning the contract or services performed thereunder.

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.

K. ABUSE EDUCATION ATTESTATION

The Provider hereby certifies that employees have received the appropriate training on the subject of Abuse, Neglect and Exploitation and reporting responsibilities. Provider understands that intentional misrepresentation or falsification of information may result in termination of the agreement with United HomeCare.

L. I-9 FORM ATTESTATION

As a condition of contracting with United HomeCare, the Provider attests that the I-9 form is completed and on file for each person on the payroll. The employee’s eligibility and document(s) evidencing identity and employment authorization were examined. The forms are retained and stored according to the U.S. Citizenship and Immigration Services. Forms are available for inspection by authorized government officers.

The I-9 form is used to verify the identity and employment authorization of individuals hired for employment in the United States. The form is signed by the employee attesting their employment authorization.

By signing below, the Provider certifies/assures/attests the representations outlined in Parts A through K above are true and correct.

(Signature of Authorized Representative)

(Title of Authorized Representative)

(Subcontracted Provider Name)

(Date)

(Street Address)

(City, State, Zip code)