

**AREA AGENCY ON AGING FOR NORTH FLORIDA, INC.
STANDARD CONTRACT
OLDER AMERICANS ACT TITLE III AND NUTRITION SERVICES INCENTIVE PROGRAMS**

THIS CONTRACT is entered into between the Area Agency on Aging for North Florida, Inc., hereinafter referred to as "Area Agency", and XXXX hereinafter referred to as "Contractor", and collectively referred to as the "Parties." The term Contractor for this purpose may designate a Vendor, Subgrantee or Subrecipient.

WITNESSETH THAT:

WHEREAS, the Area 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 faithfully perform such services as an independent Contractor of the Area 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 Florida Department of Elder Affairs (DOEA), hereinafter referred to as "Department" handbooks, Area Agency on Aging for North Florida, Inc. 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 at twelve (12:00) A.M., Eastern Standard Time **January 1, 2026**. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **December 31, 2026**.

4. Contract Amount:

The Area Agency agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$XXXX, or in excess of the service unit rates detailed in the Rate Schedule (Attachment X), subject to adjustment in accordance with Attachment I, Statement of Work, and 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 Area Agency may renew the contract for a period not to exceed that which is authorized by Florida Statute, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by the Area 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 CFR 75 and/or 45 CFR 92, and 2 CFR 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 s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.),

Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Area 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 regulation 41 CFR 60 and 45 CFR 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 Area 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 Area 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 Area 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 Part 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 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 be in compliance 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 the 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., 215.971 F.S., and expenditures must be in compliance with laws, rules, and regulations, including, but not limited to, the Reference Guide for State Expenditures.
- 7.3** The Contractor shall comply with requirements of s. 287.058, F.S. as amended.

- 7.3.1 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 comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Attachment I, Section III. Method of Payment.
- 7.3.4 The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- 7.3.5 If itemized payment for travel expenses is permitted in this contract, the Contractor shall submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.
- 7.3.6 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 Area Agency may unilaterally terminate the 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, 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 s. 287.134, F.S.
- 7.6 The Contractor shall comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 7.7 In accordance with s. 287.135 F.S., any Contractor on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that boycott Israel List (Lists), created pursuant to s. 215.473 F.S. and 215.4725, F.S., or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria, is ineligible to enter into or renew a contract with the Area Agency for goods or services of \$1,000,000.00 or more. Pursuant to s. 287.135 F.S., the Area Agency may terminate this contract if the Contractor is found to have submitted a false certification of its status on the Lists, or has been placed on the Lists, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria. Further, the Contractor is subject to civil penalties, attorney's fees and costs and any costs for investigations that led to the finding of false certification. The Contractor shall complete and sign the Certifications and Assurances Attachment, prior to the execution of this contract.

8. Background Screening:

The Contractor shall ensure that the requirements of s. 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Department's level 2 background screening pursuant to s. 430.0402(2) -(3), F.S. The Contractor must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of s. 430.0402 and Chapter 435, F.S. To demonstrate compliance with this provision, Contractor shall submit to the Area Agency, the Background Screening Affidavit of Compliance (Screening Form) upon thirty (30) days of execution of this contract. Should the Area Agency have a completed Screening Form on file for the Contractor, a new Screening Form will be required every twelve (12) months.

- 8.1 Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

- 8.2 The Contractor will submit for each employee having access to the Clearinghouse program or the background screening information obtained from the program, an executed Attestation of Compliance- Background Screening Program User form to AAANF within 45 days of execution of this contract for each program user.

9. 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 Subcontractors determination(s).

10. Public Records and Retention:

10.1 By execution of this contract, Contractor agrees to comply with all provisions of chapter 119, Florida Statutes, and any other applicable law, and shall:

10.1.1 Keep and maintain public records required by the Department or Area Agency to perform the contracted services.

10.1.2 Upon request from the Department's custodian of public records or Area Agency, provide the Department and/or Area 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, Fla. Stat., or as otherwise provided by law.

10.1.3 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 the completion of the contract if the Contractor does not transfer records to the Department or Area Agency.

10.1.4 Upon completion of the contract, the Contractor will transfer at no cost to the Area Agency and/or Department either, all public records in possession of the Contractor, or will keep and maintain public records required by the Area Agency and Department. If the contractor transfers all public records to the Area Agency and/or Department 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 must meet all applicable requirements for retaining public records. The Area Agency and Department hereby requests that all records stored electronically must be provided to the Area Agency and Department in a format that is compatible with the information technology systems of the Area Agency and Department.

10.2 The Area 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), Fla. Stat.

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 32309
850-414-2342
doeapublicrecords@elderaffairs.org

11. Audits, Inspections, Investigations:

- 11.1 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 Area 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.
- 11.2 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 Area Agency.
- 11.3 Upon demand, at no additional cost to the Area Agency, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 11.4 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 Area Agency.
- 11.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Area Agency, Department, and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractors contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 11.6 The Contractor shall provide a Financial and Compliance Audit Attachment to the Area Agency as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.
- 11.7 Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes. The 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), Florida Statutes. By execution of this contract the Contractor understands and will comply with this subsection.

12. Nondiscrimination-Civil Rights Compliance:

- 12.1 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.
- 12.2 During the term of this contract, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist. The Civil Rights Compliance Checklist template is attached to this contract.
- 12.3 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.
- 12.4 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 Area 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.

13. Monitoring by the Area Agency:

The Contractor shall permit persons duly authorized by the Area 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 Area Agency of the satisfactory performance of the terms and conditions of this contract. Following such review, the Area 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 Contract Manager.

14. Provision of Services:

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

15. Coordinated Monitoring with Other Agencies:

For the purposes of this contract, a joint monitoring visit including the Department may be scheduled. Upon notification and the subsequent scheduling of such a visit by the Area Agency, the Contractor shall comply and cooperate with all monitors, inspectors, and/or investigators.

16. Indemnification:

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

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

17. Insurance and Bonding:

17.1 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 subsection 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 Area Agency has the most current written verification of insurance coverage throughout the term of this contract. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Area Agency reserves the right to require additional insurance as specified in this contract.

17.2 Throughout the term of this agreement, 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.

18. 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.

19. 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 160, 162, and 164).

20. Incident Reporting:

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

20.2 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.

21. Bankruptcy Notification:

During the term of this contract, the Contractor shall immediately notify the Area 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 Area 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 s. 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 (Contractors name), the Area Agency on Aging for North Florida, Inc., and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Area Agency on Aging for North Florida" and "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 "Area Agency on Aging for North Florida, Inc." and "The State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Area Agency or Department 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 Area Agency, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Area Agency will constitute a material breach of the contract.

23.2 This contract shall remain binding upon the successors in interest of either the Contractor or the Area 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 Area Agency deems necessary. The Contractor further agrees that the Area Agency will not be liable to the Subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Area Agency against any such claims.

- 24.2** The Contractor shall promptly pay any Subcontractors upon receipt of payment from the Area Agency. Failure to make payments to any Subcontractor in accordance with s. 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, or any of its Subcontractors, are independent Contractors and are not employees of the Area Agency and shall not hold themselves out as employees or agents of the Area Agency without specific authorization from the Area Agency. It is the further intent and understanding of the Parties that the Area 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, as services are rendered and invoiced by the Contractor. The Contract Manager will have final approval of the invoice 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 Area Agency finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S.; however nothing herein limits the Contractor's right to remedies at law or equity.

27. Return of Funds:

The Contractor shall return to the Area 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 Area 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 Area Agency. In the event that the Area 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 s. 55.03, F.S., after Area 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. Computer Use and Social Media Policy:

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

30. Conflict of Interest:

The 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 selection, or in the award of an agreement supported by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor or Subcontractors 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 Contractors 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) 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 Contractors employees and Subcontractors must make the same disclosures described above to the Contractors board of directors. Compliance with this provision will be monitored.

31. Public Entity Crime:

Pursuant to s. 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017(2), F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Vendor list.

32. Purchasing:

32.1 Upon request from the Area Agency, the Contractor shall provide a Certified Minority Business Subcontractor Expenditure (CMBE) Report summarizing the participation of certified and non-certified minority sub-contractors /material suppliers for the current reporting period, and project to date. The CMBE Report shall include the names, addresses, and dollar amount of each certified and non-certified CMBE participant. The CMBE Report is attached to this contract.

33. 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 as a result of work or services performed under this contract, the Contractor shall refer the discovery, invention or material to the Area Agency to be referred to the Department of State. Any and 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 s. 287.0571 (5) (k), as amended, the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in the contract.

34. Emergency Preparedness and Continuity of Operations:

34.1 If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of this contract, submit to the Contract Manager verification of an emergency preparedness plan. In the event of an emergency, the Contractor shall notify the Area Agency of emergency provisions.

34.2 In the event a situation results in a cessation of services by a Subcontractor, the Contractor shall retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

35. Equipment:

35.1 Equipment means: (a) an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$5,000.00 or more per unit,

and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].

- 35.2** Contractors and Subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; and, (b) a procedure for conducting a physical inventory of equipment at least once every two years. (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of the equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Area Agency upon request. The Contractor shall promptly investigate, fully document and notify the Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Contract Manager.
- 35.3** The Contractors property management standards for equipment acquired with Federal funds and federally-owned equipment shall include accurately maintained equipment records with the following information:
- i. A description of the equipment;
 - ii. Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
 - iii. Source of the funding for the equipment, including the award number;
 - iv. Whether title vests in the Contractor or the federal government;
 - v. Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
 - vi. Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
 - vii. Location and condition of the equipment and the date the information was reported;
 - viii. Unit acquisition cost; and
 - ix. Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.\
 - x. A physical inventory must be taken and the results reconciled with the property records at least once every two years.
 - xi. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - xii. Adequate maintenance procedures must be developed to keep the property in good condition.
 - xiii. If the Contractor is authorized to sell the equipment, proper sales procedures must be established to ensure the highest possible return.
- 35.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$5,000.00 that is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor, subject to the conditions of 2 CFR Part 215 Administrative Requirements (formerly OMB Circular A-110), Subpart C, paragraph 34. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this contract, or identified in the sub-agreements with Subcontractors (not included in a cost methodology), is subject to the conditions of section 273, F. S. and 60A-1.0017, F. A. C. or Title 45 CFR Part 74.
- 35.5** The Contractor shall not dispose of any equipment or materials provided by the Area Agency, or purchased with funds provided through this contract without first obtaining the approval of the Contract Manager. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the respective Contract Manager. The request should include a brief description of the property, purchase price, funding source, and percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractors proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).

- 35.6** The Contract Manager will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR 200.313 or 45 CFR 75.320 as applicable.
- 35.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through agreements covered under this contract without the prior approval of the Area Agency. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Sec. 3030b United States Code (USC). Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of section 216.348, F. S.
- 35.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 35.9** The Contractor must adhere to the Area Agency's procedures and standards when purchasing Information Technology Resources (ITR) as part of any agreement(s) incorporating this contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. The completed ITR worksheet shall be maintained in the LAN administrator's file and must be provided to the Area Agency upon request. The Contractor has the responsibility to require any Subcontractors to comply with the Area Agency's ITR procedures.

36. PUR 1000 Form:

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

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

In the event of any conflict between the PUR 1000 Form and any terms or conditions of 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.

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

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

38. Dispute Resolution:

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

39. Financial Consequences:

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

40. No Waiver of Sovereign Immunity:

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

41. Venue:

If any dispute arises out of this contract, the venue of such legal recourse will be Leon County, Florida.

42. 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 Area Agency or the Contractor unless expressly contained herein or by a written amendment to this contract signed by both Parties.

43. Force Majeure:

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

44. Severability Clause:

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

45. Condition Precedent to Contract Appropriations:

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

46. Addition/Deletion:

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

47. Waiver:

The delay or failure by the Area Agency to exercise or enforce any of its rights under this contract will not constitute or be deemed a waiver of the Area 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.

48. 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 Area Agency.

49. Final Invoice:

The Contractor shall submit the final invoice for payment to the Area Agency no later than thirty (30) days upon the contract ending date unless otherwise specified in the Attachment I. If the Contractor fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the Area Agency may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Area Agency.

50. 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.

51. Suspension of Work:

The Area 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 Area Agency's Planning and Service Area to do so. The Area 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 days, or any longer period agreed to by the Contractor, the Area 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.

52. Termination:

52.1 Termination for Convenience. The Area Agency, by written notice to the Contractor, may terminate the contract in whole or in part when the Area Agency determines in its sole discretion that it is in the Area Agency's Planning and Service Area'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 the contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

52.2 Termination for Cause. The Area Agency may terminate the contract if the Contractor fails to (1) consistently maintain standards of operational performance as outlined and attested to by the Contractor within its AAANF Lead Agency Designation Request for Proposal application and supporting documentation package, including but not limited to, the Contractor maintaining 90 days of operational cash liquidity, all required liability coverage, updated policies and procedures, etc., (2) deliver the product within the time specified in the contract or any extension, (3) maintain adequate progress, thus endangering performance of the contract, (4) honor any term of the contract, or (5) 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 Area Agency. The rights and remedies of the Area Agency in this clause are in addition to any other rights and remedies provided by law or under the contract.

52.3 Pre-Termination Coordination with Other Service Providers. In all circumstances to facilitate and ensure the efficient and accurate transfer of clients and client service delivery to alternate providers or Area Agency subcontractors, if it is determined by the Area Agency to terminate this agreement with the Contractor, the Contractor agrees to cooperate and fully participate in the coordination and transfer of clients to the Area Agency's alternate client services provider. In all matters of termination the Contractor agrees that it is the pre-termination goal of the Contractor, Area Agency, and alternate client services provider to ensure that clients experience no lapse in services, or reduction in service delivery quality.

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53. 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:	
b.	The name of the contact person and street address where financial and administrative records are maintained is:	
c.	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	
d.	The section and location within the Department where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Fiscal Office 2414 Mahan Drive Tallahassee, FL 32308
e.	The name, address, and telephone number of the Contract Manager for this contract is:	Lisa L. Bretz 2414 Mahan Drive Tallahassee, FL 32308 (850) 488-0055
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.		

54. All Terms and Conditions Included:

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

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

IN WITNESS THEREOF, the Parties hereto have caused this 72 page contract to be executed by their undersigned officials as duly authorized.

Contractor: XXXX

**AREA AGENCY ON AGING FOR
NORTH FLORIDA, INC.**

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: LISA L. BRETZ

TITLE: _____

TITLE: EXECUTIVE DIRECTOR

DATE: DECEMBER 28, 2025

DATE: DECEMBER 31, 2025

Federal Tax ID: _____

Fiscal Year Ending Date: _____

INDEX TO CONTRACT ATTACHMENTS

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ATTACHMENT I

STATEMENT OF WORK

I. *SERVICES TO BE PROVIDED*

A. Definitions of Terms

1. Contract Acronyms

Area Agency on Aging (AAA)
 Activities of Daily Living (ADL)
 Administration on Aging (AoA)
 Administration on Community Living (ACL)
 Alliance of Information & Referral Systems (AIRS)
 Assessed Priority Consumer List (APCL)
 Adult Protective Services (APS)
 Client Information and Registration Tracking System (CIRTS)
 Chronic Disease Self-Management Education (CDSME)
 Chronic Disease Self-Management Program (CDSMP)
 Department of Elder Affairs (DOEA)
 Department of Health (DOH)
 Dietary Reference Intake (DRI)
 Evidence-Based Disease Prevention and Health Promotion (EBDPHP)
 Information and Referral (I & R)
 Instrumental Activities of Daily Living (IADL)
 National Council on Aging (NCOA)
 Nutrition Services Incentive Program (NSIP)
 Older Americans Act (OAA)
 Planning and Service Area (PSA)
 State of Florida (State)
 Statewide Medicaid Managed Care Long-Term Care (SMMC LTC)
 United States Department of Agriculture (USDA)
 United States Department of Health and Human Services (USDHHS)

2. Program Specific Terms

Adult Child with a Disability: a child who is age 18 or older and is financially dependent on an older individual who is a parent of the child and has a disability.

Area Plan: A plan developed by the AAA outlining a comprehensive and coordinated service delivery system in its PSA in accordance with Section 306 (42 U.S.C. 3026) of the OAA and Department instructions.

Area Plan Update: A revision to the Area Plan wherein the AAA enters OAA specific data in CIRTS. An update may also include other revisions to the Area Plan as instructed by the Department.

Child: An individual who is not more than eighteen (18) years of age or an individual with disability.

Criteria: A standard which the Administration on Aging/Administration for Community Living set for the Title III D Program. AoA/ACL's standard criterion consists of three tiers: Minimal Criteria, Intermediate Criteria, and Highest Level Criteria.

Family Caregiver: An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual.

Frail: When an older individual is unable to perform at least two ADLs without substantial human assistance, including verbal reminding, physical cueing or supervision; or due to cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood, marriage or adoption and who lives with the child; is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

B. General Description

1. General Statement

The primary purpose of the OAA Program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. These systems assist older individuals to attain and maintain maximum independence with supportive services.

The NSIP provides incentives for the effective delivery of nutritious meals to older individuals. NSIP allows programs to increase the number and/or the quality of meals served. NSIP is a cash allotment or commodity program that supplements funding or food used in meals served under the OAA. Florida has opted for cash payments in lieu of donated foods.

2. Authority

All applicable federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

- a. Catalog of Federal Domestic Assistance No. 93.043, 93.044, 93.045, 93.052, and 93.053;
- b. Older Americans Act of 1965, as amended 2020;
- c. 42 U.S.C. 303, and 42 U.S.C. 604;
- d. Rule 58A-1, Florida Administrative Code (FAC);
- e. Section 430.101, Florida Statutes (F.S.); and,
- f. DOEA Programs and Services Handbook, which is hereby incorporated by reference, to include any subsequent revisions, thereof.

3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of the OAA Title IIIB, Title IIIC1, Title IIIC2, NSIP, and if applicable the Title IIIE programs within its designated county or multi-county service area. The program services shall be provided in a manner consistent with the Contractor's current grant application and service plan, the Area Agency's area plan, as updated, and the current DOEA Programs and Services Handbook, which are incorporated by reference. The Contractor shall use the NSIP funding to supplement funding for food used in meals served through the OAA Nutrition Programs.

4. Major Program Goals

The major goals of the OAA Program are to improve the quality of life for older individuals, preserve their independence and prevent or delay costlier institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives and effective delivery of nutritious meals that meet the diverse needs of elders and their caregivers.

C. Clients to be Served

1. General Description

The OAA Program gives preference to older individuals with the greatest economic and social need, with particular attention to low-income older individuals, including those that are low-income minorities, have limited English proficiency, and older individuals residing in rural areas.

2. Client Eligibility

a. OAA Title III

Consumers shall not be dually enrolled in an OAA Program and a Medicaid capitated Long-Term Care Program, with the exception of consumers in need of OAA Legal Assistance services and OAA Congregate Nutrition Services, including transportation to and from congregate meal sites.

b. NSIP

Meals served to an elderly individual, funded in whole or in part under the Medicaid Waiver, Home Care for the Elderly, Community Care for the Elderly Programs, or other means tested programs may not be included in the NSIP count. OAA-funded congregate meals provided to SMMC LTC clients may be included in the NSIP count.

c. OAA Title IIIB, Supportive Services

- i.** Individuals must be age sixty (60) or older; and
- ii.** Information and Referral/Assistance services are provided to individuals regardless of age.

d. OAA Titles IIIC1 and IIIC2, Nutrition Services, General

General factors that shall be considered in establishing priority for nutrition services, include those older persons who meet the following:

- i.** Cannot afford to eat adequately;
- ii.** Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
- iii.** Have limited mobility which may impair their capacity to shop and cook for themselves; or
- iv.** Have a disabling illness or physical condition requiring nutritional support or have been screened at a high nutritional risk.

e. OAA Title IIIC1, Congregate Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in Section I.C.2.d, above, individuals must be mobile, not homebound, and physically, mentally, and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include the following:

- i.** Individuals age sixty (60) or older;
- ii.** Any spouse (regardless of age) who attends the dining center with his/her eligible spouse;
- iii.** Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;
- iv.** Disabled persons who reside at home with and accompany an eligible person to the dining center; and
- v.** Volunteers, regardless of age, who provide essential services on a regular basis during meal hours.

f. OAA Title IIIC2, Home Delivered Nutrition Services

In addition to meeting the general nutrition services eligibility requirements as listed in Section I.C.2.d, individuals must be homebound and physically, mentally, or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include the following:

- i.** Individuals age sixty (60) or older who are incapacitated or unable to attend a congregate nutrition site due to illness, disability or isolation, or caring for a loved one who is ill at home;

- ii. Individuals age sixty (60) or older who are unable to attend a congregate nutrition site due to teeth and/or mouth issues which makes it difficult to eat in public;
- iii. Individuals age sixty (60) or older who are at nutritional risk who have physical, emotional, or behavioral conditions which would make their presence at congregate nutrition sites inappropriate;
- iv. Individuals age sixty (60) or older who are at nutritional risk who are socially or otherwise isolated, including those who are self-isolating at home due to health or other reasons, and unable to attend a congregate nutrition site;
- v. Individuals age sixty (60) or older who are unable to prepare meals due to a lack of or inadequacy of facilities; an inability to shop, cook, or prepare meals safely; a lack of funds to purchase nutritious food; or a lack of appropriate knowledge or skill;
- vi. A home delivered meals recipient's spouse, regardless of age, if the provision of the collateral meal supports maintaining the person at home; and
- vii. Individuals with disabilities, regardless of age, who reside at home with home delivered meals recipients and are dependent on them for care;

II. MANNER OF SERVICE PROVISION

A. Service Tasks

To achieve the goals of the OAA Program, the Contractor shall perform or ensure that its Subcontractors perform, the following tasks

1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in section I.C.2.

2. Targeting and Screening New Clients for Service Delivery

The Contractor shall develop and implement policies and procedures consistent with OAA targeting and screening criteria.

3. Program Services

The Contractor shall ensure the provision of program services is consistent with the Contractor's current grant application and service plan, as updated and approved by the Area Agency, and the current DOEAP Programs and Services Handbook.

4. Program Eligibility Requirements

a. Eligibility Criteria

Entities must meet the following criteria in order to be eligible for program participation:

- i. An agency that has received a grant under the OAA Title III [OAA section 311(42 U.S.C.3030a)]; and
- ii. A nutrition service provider that serves meals and is under the jurisdiction, control, management and audit authority of the Area Agency on Aging and the Department of Elder Affairs.

b. Provider's Nutrition Service Operations

The Contractor shall ensure the nutrition service operations of the provider meet the requirements of Attachment I are met, as well as any other applicable regulations and policies prescribed current DOEAP Programs and Services Handbook, the Department of Health and Human Services, USDA, DOH and local health departments, DBPR, or any other agency designated to inspect meal quality for the State.

c. Prescribed Nutritional Requirements

The Contractor shall ensure that each meal provided under this contract meets the following criteria:

- i. Comply with the current Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the Department of Agriculture; and
- ii. Provide a minimum of 33 1/3 percent of the Dietary Reference Intake/Adequate Intake (DRI/AI) for 51+ year old adults as established by the Food and Nutrition Board of the National Academy of Sciences.

d. Food Origin and Commodities Requirements

Consistent with existing requirements of the Nutrition Services Incentive Program, the Contractor and its service providers may use NSIP cash to purchase foods of U.S. origin for their nutrition projects under Title III of the OAA. NSIP funds must be used to expand meal services to older adults.

B. Use of Subcontractors

If this contract involves the use of a Subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the Subcontractor. If any circumstance occurs that may result in a delay for a period of sixty (60) days or more the initiation of the subcontract or the performance of the Subcontractor, the Contractor shall notify the Area Agency's Contract Manager in writing of such delay. The Contractor shall not permit a Subcontractor to perform services related to this agreement without having a binding Subcontractor agreement executed. The Area Agency will not be responsible or liable for any obligations or claims resulting from such action.

1. Monitoring the Performance of Subcontractors

The Contractor shall monitor, at least once per year, each of its Subcontractors, Subrecipients, Vendors, and/or Consultants paid from funds provided under this contract. The Contractor shall perform fiscal, administrative and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods, and other performance goals stated in this contract are achieved.

C. Staffing Requirements

1. Staffing Levels

The Contractor shall dedicate the staff necessary to meet the obligations of this contract and ensure that subcontractors dedicate adequate staff, accordingly.

2. Professional Qualifications

The Contractor shall ensure that the staff responsible for performing any duties or functions within this contract have the qualifications as specified in the DOEA Programs and Services Handbook.

3. Service Times

The Contractor shall ensure the availability of services listed in this contract at times appropriate to meet client service needs, at a minimum during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time. Contractors agree to ensure that they are available to provide services during hours that are responsive to client needs, and during those times which best meet the needs of the relevant service community.

4. Staffing Changes

The Contractor agrees to notify the Area Agency in writing, within 24 hours, of any change in any Contractor staffing position that could impact the Contractor's ability to ensure service delivery or to meet the obligations of this contract.

- a. **Executive Director Hiring and Training-** The Contractor agrees to meet all requirements outlined in the DOEA Programs & Services Handbook with regard to the recruitment, hiring, and training of the required and designated Executive Director position. The Contractor specifically understands that prior to making any formal offer of employment to any Executive Director candidate: 1) The Contractor must first present to the Area Agency's Executive Director the top three (3) comprehensive application kits

(candidate resume, applications, letters of reference, etc.); and, 2) Obtain verbal or written feedback from the Area Agency's Executive Director regarding the submitted application kits regarding the Contractor's top three (3) candidates. The Contractor agrees to present to the Area Agency Executive Director the Contractor's proposed position description and on-boarding and training plan for the selected Executive Director candidate prior to the candidate's employment starting date.

D. Deliverables

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the tasks specified in this contract. The Contractor must submit all required documentation in the time and manner specified for the minimum performance levels to be met.

1. Delivery of Services to Eligible Clients

The Contractor shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. The Contractor shall ensure the performance and reporting of the following services in accordance with the Contractor's current Area Agency-approved service plan, the current DOEA Programs and Services Handbook, which is incorporated by reference, and Section II.A.1-4 of this contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The services include the following categories:

a. Supportive Services (IIIB Program) - Supportive services include a variety of community-based and home-delivered services that support the quality of life for older individuals by helping them remain independent and productive. Services include the following:

- | | |
|---|--|
| i. Adult Day Care/Adult Day Health Care; | xv. Specialized Medical Equipment, Services, and Supplies |
| ii. Caregiver Training/Support; | xvi. Recreation; |
| iii. Case Aid; | xvii. Emergency Alert Response; |
| iv. Chore and Chore (Enhanced); | xviii. Escort; |
| v. Companionship; | xix. Health Support; |
| vi. Counseling (Gerontological and Mental Health); | xx. Home Health Aid; |
| vii. Education/Training; | xxi. Homemaker; |
| viii. Legal Assistance; | xxii. Housing Improvement; |
| ix. Material Aid; | xxiii. Interpreter/Translating |
| x. Occupational Therapy; | xxiv. Respite Services; |
| xi. Personal Care; | xxv. Screening/Assessment; |
| xii. Physical Therapy; | xxvi. Speech Therapy; |
| xiii. Shopping Assistance; | xxvii. Telephone Reassurance; and |
| xiv. Skilled Nursing; | xxviii. Transportation. |

b. Congregate Nutrition Services (IIIC1 Program)

Nutrition Services are provided in congregate settings and are designed to reduce hunger and food insecurity, promote socialization and the health and well-being of older individuals by assisting them to gain access to nutrition and other disease prevention and health promotion services. Services include the following:

- i. Congregate meals;
- ii. Congregate meals screening;
- iii. Nutrition education and nutrition counseling; and
- iv. Shopping Assistance, and Telephone Reassurance.

c. Home Delivered Nutrition Services (IHC2 Program)

In-home nutrition services are provided to reduce hunger and food insecurity; promote socialization and the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services. Services include the following:

- i. Home delivered meals;
- ii. Nutrition education and counseling;
- iii. Shopping Assistance, and Telephone Reassurance; and
- iv. Screening/Assessment.

2. Provision of Services

The Contractor shall ensure the provision of the services described in the contract in accordance with the current Department of Elder Affairs Programs and Services Handbook and the service tasks described in Section II.A.

3. Administrative Responsibilities

- a. Establish procedures for handling recipient complaints and grievances concerning such adverse actions as service termination, suspension or reduction in services.

i. Complaint and Grievance Procedures

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

ii. Legal Provider Grievance Procedures

The Contracts shall ensure that legal providers have an internal grievance procedure that addresses both denial of service and complaints by clients about manner or quality of legal assistance. Grievance policies that comport with requirements of the Legal Services Corporation are sufficient to meet this standard. At a minimum, the procedure must provide applicants with:

- (1) Adequate notice of the grievance procedures;
- (2) Information on how to file a grievance or complaint, and;
- (3) An opportunity for prompt review of the complaint by the Legal Provider's Executive Director or the Executive Director's designee.
- (4) The Contractor may not serve in an appellate capacity or otherwise interfere in the grievance review process for legal providers. However, the Contractor may request that legal providers

maintain a file of complaints and statements of disposition of complaints, with redacted client identifying information, for examination by the Contractor during monitoring.

- b. Ensure compliance with Client Information and Registration Tracking System (eCIRTS) regulations.
- c. Monitor performance objective achievements in accordance with targets set by the Area Agency.
- d. The Contractor shall make use of trained volunteers in providing direct services to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants in community service settings.

E. Reports, Due Dates, and Method of Submission Standards Explained

The Contractor is responsible for responding in a timely fashion to additional, routine and/or special requests for information and reports required by the Area Agency. The Contractor must establish due dates for any subcontractors that permit the contractor to meet the Area Agency's reporting requirements. The Contractor acknowledges and agrees that the following reports are considered a part of the required documentation for invoice processing within the payment cycle that they are due, by the dates detailed within this Section, E. Reports. By extension, the Area Agency reserves the right to delay the processing of the Contractor's invoices for any reports that are not submitted on time, and in a complete and accurate fashion.

The Contractor and Area Agency agree that for any date due specified herein, that Close of Business is the specific time deadline for submission of any report, invoice, or for completion of any required deliverable, unless otherwise communicated in advance to the Contractor via email notification by the Area Agency. For calendar due dates that fall on a Saturday or Sunday, the due date is agreed upon by both the Contractor and Area Agency to be Close of Business on the previous Friday. For any calendar due dates that fall on a recognized Holiday, the due date is agreed upon by both the Contractor and Area Agency to be Close of Business on the previous business day.

For all Reports described herein, and with the exception of Invoices and Requests for Payment and Service Cost Reports (updated UCMs), or unless other requested in advance in writing by the Area Agency, the agreed upon method of Contractor submission is via email to the Area Agency's established programs@aaanf.org address.

1. Non-Fiscal Standard, Monthly, Quarterly, Semi-Annual, Upon Request, and Annual Reports

a. Required Standard Forms and Reports

- i. The Contractor agrees to submit as needed Request for the Authorization of Variable Rate Services At or In Excess of \$500 to the Area Agency, and seek the Area Agency's written approval prior to the Contractor's purchase or delivery of any variable rate (non-fixed rate) service in the amount of \$500 or more; and,
- ii. Title III E Caregiver Demographic Information Survey Forms (Aggregate and Individual).

b. Required Monthly Forms and Reports

Monthly forms and reports must be submitted to the Area Agency by the 10th of the month following the month being reported. These forms are:

- i. OAA Reporting Checklist and Coversheet;
- ii. Home Delivered Meal Temperature Form;
- iii. Congregate Meal Temperature Form;
- iv. Notice of Substitute Meal (when applicable);

- v. Nutrition Education Sign in Sheet (congregate meals), meal route check list (HDM) with educational materials;
- vi. Vendor congregate meal temperature form (when applicable);
- vii. Outcome Measure Achievement Report; and,
- viii. OAA Targeting Activity Reports.

d. Required Quarterly Forms and Reports

- i. Nutrition Program Compliance Review Form (NPCR)- The Contractor, at the request of and in the format specified by the Area Agency, will submit this form report to the Area Agency by dates established by the Area Agency.

e. Required Semi-Annual Forms and Reports

- i. Meeting minutes and sign in sheet from Nutrition Advisory Council meetings - Required to meet two (2) times annually.

f. Required Upon Request Forms and Reports

Upon the request of the Area Agency, certain forms and reports are due to the Area Agency. These forms include:

- i. Safe Food Handling Training - Sign in Sheet with educational materials - required to complete one (1) time annually;
- ii. Current approved menus in accordance with the DOEA Program and Services Handbook Chapter 5, with a registered dietitian's signature on each page (if applicable);
- iii. Proof of advertisement informing the public of the availability of nutrition services; and,
- iv. A copy of the Contractor's Nutrition Advisory Council procedures.

g. Required Annual Forms and Reports

- i. **ATTACHMENT VIII**, the Contractor agrees to submit to the Area Agency a completed Department of Elder Affairs Annual Volunteer Activity Report no later than January 8, 2027
- ii. For monitoring and other grant reporting purposes, Per **ATTACHMENT XV**, AAANF Lead Agency Annual Monitoring Policy & Procedures Documents Availability List, the Contractor agrees to submit electronically to the Area Agency all listed documentation, forms, agency policies and information, and reports on or before the due dates detailed therein.

2. Client Information and Registration Tracking System (eCIRTS) Reports

Contractor shall input OAA-specific and NSIP-specific data into eCIRTS. To ensure eCIRTS data accuracy, the Contractor shall use eCIRTS-generated reports which include the following:

- a. Client Reports;
- b. Monitoring Reports;

- c. Services Reports;
- d. Miscellaneous Reports;
- e. Fiscal Reports; and,
- f. Outcome Measurement Reports.

3. Service Costs Reports (Updated Unit Cost Methodology with True Expenditure and Service Units)

The Contractor shall submit to the Area Agency annual service cost reports, in the format specified by the Area Agency, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates.

4. Monthly Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in the current format by the 10th of each month. This report is for all agreements and/or contracts between the Contractor and the Area Agency. The report shall include, but is not necessarily limited to, the following:

- a. A list of all programs and their current status regarding surplus/deficit;
- b. The Contractor's detailed plan and strategy on how the surplus/deficit spending exceeding the threshold of 3% specified by the Area Agency will be resolved;
- c. Input from the contractor's Board of Directors on resolution of spending issues, if applicable;
- d. Number of clients currently on Assessed Priority Consumer List (APCL) that receive a priority ranking score of 3, 4, or 5;
- e. If applicable, number of clients requesting to be activated from the waitlist and the number of referrals pending; and,
- f. An estimate of one-time expenditures that are planned for the next month.

5. Program Highlight Narratives

The Contractor shall submit brief narratives for the program highlight sections of the Department's Summary of Programs and Services, which is hereby incorporated by reference. The narratives will reference specific events that occurred in FFY 2026, and be submitted by September 8, 2026, or upon Area Agency request. The Contractor shall provide a new success story, quote, testimonial, or human-interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight.

- 6. Invoices** – The Contractor shall submit complete and accurate monthly invoices as referenced in Section III, Method of Payment. Invoices are to be submitted to the Area Agency per the dates specified in **ATTACHMENT VII**, OAA Contract Report Calendar. The Contractor shall respond to additional routine and/or special requests for information and reports required by the Department in a timely manner as determined by the Contract Manager. The Contractor shall establish reporting deadlines and due dates for Subcontractors that permit the Contractor to review and validate the data, and meet the Department's reporting requirements.

F. Records and Documentation

1. The Contractor agrees to make available to Area Agency staff and/or any party designated by the Area Agency all contract related records and documentation. The Contractor shall maintain documentation to support Requests for Payment that shall be available to the Area Agency upon request.

2. eCIRTS Data and Maintenance

The Contractor shall ensure, on a monthly basis, collection and maintenance of client and service information in eCIRTS or any such system designated by the Area Agency. Maintenance includes accurate and current data, and valid exports and backups of all data and systems according to Department standards.

3. Data Integrity and Back up Procedures

Each Contractor shall 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 contractor 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.

4. Policies and Procedures for Records and Documentation

The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors. These policies and procedures shall be made available to the Area Agency upon request.

G. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

At a minimum, the Contractor must:

- a. The Contractor shall ensure the provision of the services described in this contract are in accordance with the current DOE Programs and Services Handbook and Section II.A.1-4 of this contract.
- b. The Contractor shall timely submit to the Area Agency all documentation and reports described in Attachment I, Section II.E.
- c. The Contractor shall timely, in accordance with Attachment VII, and accurately submit to the Area Agency Attachments IX-XIII as required.
- d. Agree that the performance of the Contractor in providing the services described in this contract shall be measured by the current Area Agency shall develop and document strategies in the Area Plan to support the Department's standard of performance achievement, including increases for the following:
 - i. Percent of most frail elders who remain at home or in the community instead of going into a nursing home;
 - ii. Percent of APS referrals who are in need of immediate services to prevent further harm who are served within seventy-two (72) hours;
 - iii. Percentage of active clients eating two or more meals per day;
 - iv. Percent of new service recipients whose ADL assessment score has been maintained or improved;
 - v. Percent of new service recipients whose IADL assessment score has been maintained or improved;
 - vi. After service intervention, the percentage of caregivers who self-report being very confident about their ability to continue to provide care; and
 - vii. Percent of customers who are at imminent risk of nursing home placement who are served with community based services.
- e. The Contractor's performance of these measures will be reviewed and documented in the Area Agency's Annual Programmatic Monitoring Reports.

2. Monitoring and Evaluation Methodology

The Area Agency will review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor through telephone, in writing, desk reviews, a scheduled or unscheduled on-site visit, client visits, and other procedures as deemed necessary. The Area Agency's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Area Agency in monitoring the progress of completion of the service tasks and deliverables.

3. Performance Definitions

"Work day" shall mean a provider's staff member's eight (8) hour work period, unless specifically noted otherwise "Day" shall mean a calendar day, unless specifically noted otherwise.

H. Contractor Responsibilities

1. Contractor Accountability

All service tasks and deliverables pursuant to this contract are solely and exclusively the responsibility of the Contractor, and for which, by execution of the contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of the contract; the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this contract.

I. Area Agency Responsibilities

1. Area Agency Obligations

The Area Agency will provide technical support to assist the Contractor in meeting the requirements of this contract.

2. Area Agency Determinations

The Area Agency reserves the exclusive right to make certain determinations in the tasks and approaches. The absence of the Area Agency setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

III. METHOD OF PAYMENT

A. Payment Method Used

Method of Payment for this contract is a combination of fixed-fee/unit rate, cost reimbursement, and advance payments, subject to the availability of funds and Contractor performance. The Area Agency will pay the Contractor upon satisfactory completion of the Tasks/Deliverables, as specified in Section II.D., and in accordance with other terms and conditions of the contract.

1. Fixed Fee/Unit Rate

Payments for Fixed Fee/Unit Rate shall not exceed amounts established in Attachment XIV.

2. Fixed Rate

Payments for NSIP Fixed rate shall not exceed the number of units of service at the prospective rate identified below:

Service to be Provided	Unit of Service	Unit Rate
Eligible Congregate and Home Delivered Meals	1 unit = 1 meal	\$.72

3. Cost Reimbursement

The Contractor agrees to distribute funds as detailed in Attachment XIV, to this contract. Any changes in the total amounts of the funds identified on Attachment XIV require a contract amendment. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in Attachment XIV. All cost reimbursement requests for payments must include copies of actual receipts, expenditure reports, and other documentation as needed to justify reimbursement.

B. Method of Invoice Payment

Payment shall be made upon the Contractor's presentation of an invoice subsequent to the acceptance and approval by the Area Agency of the deliverables shown on the invoice. Invoices are to be submitted to the Area Agency per the dates specified in **ATTACHMENT VII**, OAA Contract Report Calendar. The form and substance of each invoice submitted by the Contractor shall be as follows:

1. AAANF Forms 5900B, 5900C1, 5900C2, 5900NSIP, 5900E (if applicable), Supporting eCIRTS Reports, and if applicable, *PSA 2 Prior-Period CIRTS Units of Service Reporting Change Request Form(s)*

The Contractor must submit completed and originally signed copies of Attachment X, AAANF Forms 5900B, 5900C1, 5900C2, 5900NSIP, 5900E (if applicable), the two (2) supporting eCIRTS *Services Reported By Program and Service Reports* (for both contract year-to-date, and for the invoice period), and if applicable, copies of AAANF pre-approved *PSA 2 Prior-Period CIRTS Units of Service Reporting Change Request Form(s)*. Forms 5900 certifies the Contractor's:

- a. Service delivery for the invoice period and contract year-to-date. The Contractor is to report the number of service units provided by service both year-to-date and for the reporting period, and rate per unit of service with calculations that equal the total invoice amount;
- b. Match and Non-Match revenues (as local cash, program income, or In-Kind) for the invoice period;
- c. Co-payment income for the period;
- d. Data entry of client services into eCIRTS is current and accurate; and,
- e. Understanding that any inconsistency found by AAANF Staff between eCIRTS-reported units of service and the supporting reports supplied with the invoice, may result in a change to the Contractor's anticipated total requested payment for services delivered.

2. AAANF Form 5700

Originally signed Form 5700 OAs certify the Contractor's request for the cost reimbursement of all non-fixed unit rate expenditures. Copies of actual receipts, expenditure reports, and other documentation as needed to justify reimbursement must accompany all Form 5700 OAs.

3. IIIIE Aggregate Services Caregiver Sign-In Sheets (If Applicable)

The Contractor must submit IIIIE Caregiver Sign-In Sheets demonstrating actual participant attendance or the receipt of Title IIIIE services that are billed aggregately into eCIRTS.

4. Year-to-Date and Month-to-Date (or Invoice Period) *NSIP Eligible Meals*

The Contractor agrees to submit as presentation of their 5900NSIP invoice, eCIRTS-generated *NSIP Eligible Meals Reports* for Contractor activity both year-to-date and month-to-date.

5. All reports due within the current invoicing period as described in Section E. Reports.

C. Payment Withholding

Any payment due by the Area Agency under the terms of this contract may be withheld pending the receipt and approval by the Area Agency of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved.

D. Final Invoice Instructions

The Contractor shall submit the final request for payment, which will consist of at least a final 5900B, 5900C1, 5900C2, 5900NSIP, and if applicable 5900E, to the Area Agency no later than January 30, 2027.

E. eCIRTS Data Entries for Subcontractors

The Contractor must enter all required data for clients and services in the eCIRTS database per the DOEA Programs and Services Handbook and the eCIRTS User Manual). Data must be entered into eCIRTS prior to submitting their requests for payment and expenditure reports to the Area Agency. The Contractor shall establish internal deadlines for completing eCIRTS data entry and to assure compliance with due dates for the requests for payment and expenditure reports that Contractor must submit to the Area Agency.

F. Remedies for Nonconforming Services, Corrective Action Plan, and Financial Consequences

1. The Contractor shall ensure that all goods and/or services provided under this contract for OAA funded programs are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services shall only be delivered to eligible program participants. In addition to meeting certain prescribed quality standards, any nonconforming goods and/or services not meeting such standards shall not be eligible for reimbursement under this contract. The costs associated with preparing or providing nonconforming goods and/or services shall be borne solely by the Contractor. The Area Agency requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.
2. The Contractor shall ensure expenditure of 100% of contract amount budgeted for services to clients.
3. The Area Agency may withhold or reduce payment via a reasonable financial penalty if the Contractor fails to perform the deliverables to the satisfaction of the Area Agency according to the requirements referenced in all sections of this contract.
4. If at any time the Contractor is notified by the Area Agency Contract Manager (Executive Director) that it has failed to correctly, completely, or adequately perform contract deliverables, the Contractor will have 10 business days to submit a Corrective Action Plan to the Area Agency's Director of Planning & Programs (or if appropriate, the Area Agency's Director of Finance & Administration) that addresses the deficiencies, and states how the deficiencies within a time period approved by the Area Agency Contract Manager (Executive Director).
5. The Area Agency may assess a reasonable financial penalty, or withhold payment in the event the Contractor fails to timely submit a Corrective Action Plan. If a penalty is assessed, the deduction will be made from the payment for the invoice of the following invoice period.
6. The Area Agency may assess a reasonable financial penalty, or withhold payment in the event the Contractor fails to correct and identified deficiency within the approved time period specified in the Corrective Action Plan. If a penalty is assessed, the deduction will be made from the payment for the invoice of the following invoice period.

IV. SPECIAL PROVISIONS

A. Final Budget and Funding Revision Requests

Final requests for budget revisions or adjustments to contract funds based on expenditures for provided services must be submitted to the Area Agency Contract Manager (Executive Director) in writing no later than December 4, 2026; email requests are considered acceptable.

B. Contractor's Financial Obligations**1. Matching, Level of Effort, and Earmarking Requirements**

The Contractor shall provide match of at least ten (10) percent of the federal funds received. The Contractor's match will be made in the form of cash and/or in-kind resources. The Contractor will assure, through a provision in subcontracts, a match requirement of at least 10 percent of the cost for services funded through this contract. The subcontractor's match will be made in the form of cash and/or in-kind resources. The Contractor shall report match by title each month. At the end of the contract period, the Contractor must properly match OAA funds that require a match.

2. Consumer Contributions

Consumer contributions are to be used under the following terms:

- a. The Contractor assures compliance with Section 315 of the OAA as amended in 2006, in regard to consumer contributions;
- b. Voluntary contributions are not to be used for cost sharing or matching;
- c. Accumulated voluntary contributions are to be used prior to requesting federal reimbursement; and
- d. Voluntary contributions are to be used only to expand services.

3. Use of Service Dollars and Management of the Assessed Priority Consumer List

The Contractor is expected to spend all federal, state, and other funds provided by the Area Agency for the purpose specified in the contract. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Contractor. If the Area Agency determines that the Contractor is not spending service funds accordingly, the Area Agency may transfer funds to other service providers during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

4. Title III Funds

The Contractor assures compliance with Section 306 of the OAA, as amended in 2006, that funds received under Title III will not be used to pay any part of a cost (including an administrative cost) incurred by the Contractor to maintain a contractual or commercial relationship that is not carried out to implement Title III.

5. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services.

6. 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 Area Agency.

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ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Area Agency to the Contractor may be subject to audits and/or monitoring by the Area Agency, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Area Agency staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Area Agency. In the event the Area Agency determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Area Agency to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department of Elder Affairs’s Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$1,000,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. EXHIBIT 2 to this agreement indicates federal resources awarded through the Area Agency by this agreement. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Area Agency. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200.508.

If the Contractor expends less than \$1,000,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$1,000,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to agreements with the Area Agency shall be based on the agreement’s requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Area Agency shall be fully disclosed in the audit report with reference to the Area Agency agreement involved. If not otherwise disclosed as required by 2 CFR Part 200.510 the schedule of expenditures of federal awards shall identify expenditures by agreement number for each agreement with the Area Agency in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

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

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$1,000,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 2 to this agreement indicates state financial assistance awarded through the Area Agency by this agreement. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Area Agency, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

If the Contractor expends less than \$1,000,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$1,000,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

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

PART III: REPORT SUBMISSION

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

The Area Agency at each of the following addresses:

Area Agency on Aging for North Florida Inc.
Attn: Lisa Bretz
2414 Mahan Drive
Tallahassee, FL 32308-5302

For fiscal year 2013 and earlier to the Federal Audit Clearinghouse designated in 2 CFR Part 200.36 at the following address:

Federal Audit Clearinghouse

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

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

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

The Contractor shall submit a copy of any management letter issued by the auditor, to the Area Agency at the following address:

**Area Agency on Aging for North Florida Inc.
Attn: Lisa Bretz
2414 Mahan Drive
Tallahassee, FL 32308-5302**

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

The Area Agency at each of the following addresses:

**Area Agency on Aging for North Florida Inc.
Attn: Lisa Bretz
2414 Mahan Drive
Tallahassee, FL 32308-5302**

The Auditor General's Office at the following address:

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

Any reports, management letter, or other information required to be submitted to the Area Agency pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part 200, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Area Agency for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six (6) years from the date the audit report is issued, and shall allow the Area Agency or its designee Access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Area Agency or its designee, upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Area Agency.

ATTACHMENT II, EXHIBIT 1**PART I: AUDIT RELATIONSHIP DETERMINATION**

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200, and/or Section 215.97, Fla. Stat. Contractors who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR Part §200.38, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part §200 and/or Rule 69I-5.006, FAC, Contractor has been determined to be:

- ☐ Vendor not subject to 2 CFR Part §200.38 and/or Section 215.97, F.S.
- ☐ Recipient/subrecipient subject to 2 CFR Part §200.86 and §200.93 and/or Section 215.97, F.S.
- ☐ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.5006, FAC [state financial assistance] and 2 CFR Part §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR Part §200.416-§200.417 – Cost Principles*
- 2 CFR Part §200.201 – Administrative Requirements**
- 2 CFR Part §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR Part §200.400-.411 – Cost Principles*
- 2 CFR Part §200.100 – Administrative Requirements
- 2 CFR Part §200.500 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR Part §200.418-§200.419 – Cost Principles*
- 2 CFR Part §200.100 – Administrative Requirements
- 2 CFR Part §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR Part §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/subrecipient must comply with the following fiscal laws, rules and regulations:

Section 215.97 & 215.971, Fla. Stat.

Chapter 69I-5, Fla. Admin. Code

State Projects Compliance Supplement

Reference Guide for State Expenditures

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

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ATTACHMENT II, EXHIBIT 2

FUNDING SUMMARY

Note: Title 2 CFR, as revised, and section 215.97(5), Florida Statutes, require that the information about federal programs and State Projects included in Exhibit 1 be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Older Americans Act Title III B – Support Services	U.S. Health and Human Services	93.044	SXXXX
Older Americans Act Title III C1 – Congregate Meals	U.S. Health and Human Services	93.045	SXXXX
Older Americans Act Title III C2 – Home Delivered Meals	U.S. Health and Human Services	93.045	SXXXX
Older Americans Act Title III E – Caregiver Support Services	U.S. Health and Human Services	93.052	N/A
Older Americans Act Nutrition Services Incentive Program (NSIP)	U.S. Health and Human Services	93.053	SXXXX
TOTAL FEDERAL AWARD			SXXXX

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

Section 215.97, F.S., Chapter 69I-5, FL Admin Code, Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules, and regulations.

ATTACHMENT III

CERTIFICATIONS AND ASSURANCES

The Area Agency will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. 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. 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. Certification Regarding Inspection of Public Records
- J. Records and Documentation
- 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 employees 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 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 Area Agency.
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 Area Agency.
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 Area Agency.
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 the Area Agency.
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;

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 agreements Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that Area Agency, DOE and the United States have the right to seek judicial enforcement of the assurance.

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

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 Area Agency 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 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 CERTIFICATION, SECTION 287.135, F.S.

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 participating in a boycott of Israel, is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Both lists are created pursuant to section 215.473, F.S.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

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

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR 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 agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the 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.

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.

The Contractor and any Subcontractors 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.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Area Agency, 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 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 Agreement 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 and that all Subcontractors shall certify compliance accordingly.

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

I. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of sections, 10.1, 10.2 of the Standard contract, and 119.0701(3) and (4) Fla. Stat., and any other applicable law, if a civil action is commenced as contemplated by s. 119.0701(4), Fla. Stat., 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, Fla. Stat., concerning this contract or services performed thereunder.
2. Section 119.01(3), Fla. Stat., 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, Florida Statutes, 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 ____
provide for institutional memberships.

J. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to the Area Agency staff and/or any party designated by the Area Agency 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 Area Agency. Maintenance includes valid exports and backups of all data and systems according to Area Agency standards.

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

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

(Signature and Title of Authorized Representative)

(Street Address)

(Contractor)

(Date)

(City, State, ZIP Code)

ATTACHMENT IV ASSURANCES—NON-CONSTRUCTION PROGRAMS

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

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

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

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

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED December 28, 2025

ATTACHMENT V
FLORIDA DEPARTMENT OF ELDER AFFAIRS CIVIL RIGHTS COMPLIANCE CHECKLIST

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

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

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

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

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

6. Is an Assurance of Compliance on file with DOEA?	N/A	YES	NO
	☐	☐	☐
7. Compare the staff composition to the population. Is staff representative of the population?	N/A	YES	NO
	☐	☐	☐
8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability?	N/A	YES	NO
	☐	☐	☐
9. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability?	N/A	YES	NO
	☐	☐	☐
10. For in-patient services, are room assignments made without regard to race, color, national origin or disability?	N/A	YES	NO
	☐	☐	☐
11. Is the program/facility accessible to non-English speaking clients?	N/A	YES	NO
	☐	☐	☐
12. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal ☐ Written ☐ Poster ☐	N/A	YES	NO
	☐	☐	☐

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

N/A NUMBER

☐

14. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?

N/A YES NO

☐
☐
☐

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

15. Has as a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications?

YES NO

☐
☐

16. Is there an established grievance procedure that incorporates due process in the resolution of complaints?

YES NO

☐
☐

17. Has a person been designated to coordinate Section 504 compliance activities?

YES NO

☐
☐

18. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability?

YES NO

☐
☐

19. Are auxiliary aids available to assure accessibility of services to hearing and sight-impaired individuals?

YES NO

☐
☐

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

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

YES NO

☐
☐

DOEA USE ONLY

Reviewed by	In Compliance: YES NO*
Program Office	*Notice of Corrective Action Sent ☐ / ☐ / ☐
Date	Response Due / /
Telephone	Response Received / /
On-Site	
Desk Review	

☐
☐

ATTACHMENT V
INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

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

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

**ATTACHMENT VI
BACKGROUND SCREENING**

ATTESTATION OF COMPLIANCE - EMPLOYER

AUTHORITY: ALL EMPLOYERS are required to annually submit this form attesting to compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes.

The term “employer” means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02 & 430.0402, Fla. Stat. (2023)

A direct service provider is a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client’s living areas, funds, personal property, or personal identification information as defined in s. 817.568. The term also includes, but is not limited to, the administrator or a similarly titled person who is responsible for the day-to-day operations of the provider; the financial officer or similarly titled person who is responsible for the financial operations of the provider; coordinators, managers, and supervisors of residential facilities; volunteers; and any other person seeking employment with a provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, financial matters, legal matters, personal property, or living areas. § 430.0402(1)(b), Fla. Stat. (2023).

ATTESTATION

As the duly authorized representative of: _____
(Name of Employer)

Located at _____
Street address City State Zip Code

Under penalty of perjury, I, _____,
(Name of Representative)

hereby swear or affirm that the above-named employer is in compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes, regarding level 2 background screening.

Signature of Representative Date

DOEA Form 235, Attestation of Compliance - Employer, Effective October 2023, F.S.
Form available at: <https://elderaffairs.org/about-us/background-screening/background-screening-clearinghousetraining-accessing-the-clearinghouse/>.

**ATTACHMENT VII
CONTRACT REPORT CALENDAR**

<u>Report Number</u>	<u>Based On</u>	<u>Submit to Area Agency on this Date</u>
1	Annual Monitoring and P&P Documents (See ATTACHMENT XV)	January 30
2	January Forms 5900 (B, C1, C2, NSIP, E) and Supporting Documentation	February 10
3	February Forms 5900	March 10
4	March Forms 5900	April 10
5	April Forms 5900	May 8
6	May Forms 5900	June 10
7	June Forms 5900	July 10
8	July Forms 5900	August 10
9	August Forms 5900	September 10
10	September Forms 5900	October 9
11	October Forms 5900	November 10
12	November Forms 5900	December 10
13	December Forms 5900	January 8
14	Final Forms 5900 and Close-Out Report	January 30, 2027
15	Service Costs Report (Updated UCM)	As Requested by AAANF

Note #1: If final close-out package reflects funds due back to the Area Agency, payment is due with submission of the Final Forms 5900 and Close-Out Report on January 30, 2027.

Florida Department of Elder Affairs Annual Volunteer Activity Report

Legend	
Direct Volunteer:	Volunteers who have persons to person contact with clients, e.g., individuals providing respite or companionship, delivering meals, etc.
Indirect Volunteer:	Volunteers who coordinate, manage, or participate in specific services, program or activities that assist paid staff planning, implementing, and evaluating goals and objectives of an organization, e.g., speaker's bureau volunteer, board members, etc.
Episodic Volunteer:	Volunteers who participate in a specific, one time event for a limited time, regardless of direct or indirect

[illegible]

IIIE Aggregate Services Reporting

Sign-in Sheet

Grant Recipient: _____ County: _____ Month: _____

Service (One service per sign in sheet): _____

Please Write Your Name Below	
1.	16.
2.	17.
3.	18.
4.	19.
5.	20.
6.	21.
7.	22.
8.	23.
9.	24.
10.	25.
11.	26.
12.	27.
13.	28.
14.	29.
15.	30.

Please attach the OAA IIIE Aggregate Reporting Form to this sheet and send to the
Area Agency on Aging by the 10th of each month.

Area Agency on Aging for North Florida, Inc. Older Americans Act Title IIIB Program Provider Request for Payment & Statement of Revenues- AAANF Form 5900B						
Provider Agency:				Contract #: BA026-xx		
Reporting Period:				CIRTS Provider ID: 200xx		
OAA IIIB- Provider Request for Payment- AAANF Form 5900B, Part I						
IIIB Service Description	CIRTS Service Code	(1) Units of Service for Reporting Period*	(2) Units Adjusted from Prior Periods (+/-)**	(3) Total Units Requested For Payment (1) + (2) = (3)	(4) Contract Rate	(5) Dollars (\$) Requested For Services For This Period (5) = (3) x (4)
Chore	CA			0	\$0.00	\$ -
Enhanced Chore	ECHO			0	\$0.00	\$ -
Companionship	COMP			0	\$0.00	\$ -
Education-Individual	EDUCI			0	\$0.00	\$ -
Education-Group	EDUCG			0	\$0.00	\$ -
Emergency Alert Response	EAR			0	\$0.00	\$ -
Escort	ESC			0	\$0.00	\$ -
Health Support-Individual	HSUI			0	\$0.00	\$ -
Health Support-Group	HSUG			0	\$0.00	\$ -
Homemaker	HMK			0	\$0.00	\$ -
Legal Assistance	LEG			0	\$0.00	\$ -
Material Aid	MATE			0	\$0.00	\$ -
Outreach	OTR			0	\$0.00	\$ -
Referral/Assistance	REFE			0	\$0.00	\$ -
Recreation	RECR			0	\$0.00	\$ -
Respite-Facility	RESF			0	\$0.00	\$ -
Screening & Assessment	SCAS			0	\$0.00	\$ -
Shopping Assistance	SA			0	\$0.00	\$ -
Telephone Reassurance	TERA			0	\$0.00	\$ -
Transportation- Individual	TRS			0	\$0.00	\$ -
Transportation-Group	TRSG			0	\$0.00	\$ -
Transportation-MLTC Client	TRSM			0	\$0.00	\$ -
				0	\$0.00	\$ -
Total Requested Payment for Services					\$	-
*Provider Must Submit a DOEA eCIRTS-Generated Year-to-Date (YTD) and a Reporting Period (MTD) Services Reported By Program and Service Report with this Invoice to Justify Payment ** Prior Period Adjustments must be Documented and Justified with an AAANF Approved PSA 2 Prior Period eCIRTS Units of Service Reporting Change Request Form ***Requests for Reimbursement of Variable-Rate Services Requires the Submission of a Completed AAANF Form 5700B and Accompanying Receipts						

Revised 12/1/2025-DG

OAA IIIB- Provider Statement of Revenues-AAANF Form 5900B, Part II					
<u>Match</u>	Budgeted Amount (Per UCM SBS)	Monthly Revenue	Year-To-Date Revenue	Budget Balance (To UCM SBS)	Percent Achieved YTD (To UCM SBS)
Local Cash	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
In-Kind	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Total Match	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
<u>Non-Match</u>	Budgeted Amount (Per UCM SBS)	Monthly Revenue	Year-To-Date Revenue	Budget Balance (To UCM SBS)	Percent Achieved YTD (To UCM SBS)
Other Cash	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Program Income*	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Total Non-Match	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
<u>NSIP Earnings</u>	N/A	N/A	N/A	N/A	N/A
*Program Income or voluntary contributions cannot be used as Match; Accumulated voluntary contributions must be used prior to requesting AAANF reimbursement; Voluntary contributions are to be used only to expand services					
<u>Prior Period Adjustment to Revenue</u>	Revenue Category of Adjustment	Amount (\$) of Revenue Adjustment	Reason for Adjustment		
1		\$0.00			
2		\$0.00			
3		\$0.00			

Revised 12/1/2025-DG

OAA IIB- Statement of Certification- AAANF Form 5900B, Part III

The Undersigned Certify to the Following:

- 1) The services billed in the Department of Elder Affairs' Client Information Registration Tracking System (eCIRTS) for the report period above have been reviewed and delivered in accordance with the provisions of the contract, and accurately reflect Provider-maintained client service records and documentation;
- 2) The financial data reported herein for Match (Cash and In-Kind) and Non-Match are in agreement with the agency accounting ledgers;
- 3) The Provider has corrected, verified the accuracy of, and generated the required eCIRTS reports that accompany this invoice;
- 4) The Provider understands and agrees that any failure by the Provider to fully document their Request for Payment (Submit the *eCIRTS Services Reported by Program and Services Reports* (both Monthly and Year-to-Date), a complete AAANF Form 5700B with all Receipts, and/or the *PSA 2 Prior Period CIRTS Units of Service Reporting Change Request Form*), or any inconsistency found by AAANF Staff between eCIRTS-reported units of service and the supporting reports supplied with this invoice, may result in a change to the Provider's anticipated total requested payment for services delivered; and,
- 5) The Provider agrees and understands that final payment by AAANF for services is contingent on availability of funds from grant source, contract funding amount, and recovery of Provider advance funding by AAANF

Prepared By (Signature):	Approved By (Signature):
Title:	Title:
Date:	Date:

Revised 12/1/2025-DG

Area Agency on Aging for North Florida, Inc. Older Americans Act Title III-C Program Provider Request for Payment & Statement of Revenues- AAANF Form 5900C1						
Provider Agency:				Contract #: BA026-XX		
Reporting Period:				CIRTS Provider ID: 200xx		
OAA III-C1- Provider Request for Payment- AAANF Form 5900C1, Part I						
III-C1 Service Description	CIRTS Service Code	(1) Units of Service for Reporting Period*	(2) Units Adjusted from Prior Periods (+/-)**	(3) Total Units Requested For Payment (1) + (2) = (3)	(4) Contract Rate	(5) Dollars (\$) Requested For Services For This Period (5) = (3) x (4)
Congregate Meals	CNML			0	\$0.00	\$ -
Congregate Meals- MLTC	CNMLM			0	\$0.00	\$ -
Nutrition Education	NTED			0	\$0.00	\$ -
Nutrition Screening	NTSC			0	\$0.00	\$ -
Congregate Meals-Guest	CNMLG			0	\$0.00	\$ -
Total Requested Payment for Services					\$	-
*Provider Must Submit a DOEA CIRTS-Generated Year-to-Date (YTD) and a Reporting Period (MTD) Services Reported By Program and Service Report with this Invoice to Justify Payment ** Prior Period Adjustments must be Documented and Justified with an AAANF Approved PSA 2 Prior Period CIRTS Units of Service Reporting Change Request Form						
OAA III-C1- Provider Statement of Revenues-AAANF Form 5900C1, Part II						
Match	Budgeted Amount (Per UCM SBS)	Monthly Revenue	Year-To-Date Revenue	Budget Balance (To UCM SBS)	Percent Achieved YTD (To UCM SBS)	
Local Cash	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
In-Kind	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
Total Match	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
Non-Match	Budgeted Amount (Per UCM SBS)	Monthly Revenue	Year-To-Date Revenue	Budget Balance (To UCM SBS)	Percent Achieved YTD (To UCM SBS)	
Other Cash	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
Program Income*	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
Total Non-Match	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
NSIP Earnings	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
*Program Income or voluntary contributions cannot be used as Match; Accumulated voluntary contributions must be used prior to requesting AAANF reimbursement; Voluntary contributions are to be used only to expand services						
Prior Period Adjustment to Revenue	Revenue Category of Adjustment	Amount (\$) of Revenue Adjustment	Reason for Adjustment			
1		\$0.00				
2		\$0.00				
3		\$0.00				

OAA IIC1- Statement of Certification- AAANF Form 5900C1, Part III

The Undersigned Certify to the Following:

- 1) The services billed in the Department of Elder Affairs' Client Information Registration Tracking System (CIRTS) for the report period above have been reviewed and delivered in accordance with the provisions of the contract, and accurately reflect Provider-maintained client service records and documentation;
- 2) The financial data reported herein for Match (Cash and In-Kind) and Non-Match are in agreement with the agency accounting ledgers;
- 3) The Provider has corrected, verified the accuracy of, and generated the required CIRTS reports that accompany this invoice;
- 4) The Provider understands and agrees that any failure by the Provider to fully document their Request for Payment (Submit the *CIRTS Services Reported by Program and Services Reports* (both Monthly and Year-to-Date), and/or the *PSA 2 Prior Period CIRTS Units of Service Reporting Change Request Form*), or any inconsistency found by AAANF Staff between CIRTS-reported units of service and the supporting reports supplied with this invoice, may result in a change to the Provider's anticipated total requested payment for services delivered; and,
- 5) The Provider agrees and understands that final payment by AAANF for services is contingent on availability of funds from grant source, contract funding amount, and recovery of Provider advance funding by AAANF

Prepared By (Signature):	Approved By (Signature):
Title:	Title:
Date:	Date:

Revised 12/1/2025-DG

Area Agency on Aging for North Florida, Inc. Older Americans Act Title IIIC2 Program Provider Request for Payment & Statement of Revenues- AAANF Form 5900C2						
Provider Agency:				Contract #: BA026-xx		
Reporting Period:				CIRTS Provider ID: 200xx		
OAA IIIC2- Provider Request for Payment- AAANF Form 5900C2, Part I						
IIIC2 Service Description	CIRTS Service Code	(1) Units of Service for Reporting Period*	(2) Units Adjusted from Prior Periods (+/-)**	(3) Total Units Requested For Payment (1) + (2) = (3)	(4) Contract Rate	(5) Dollars (\$) Requested For Services For This Period (5) = (3) x (4)
Home Delivered Meals	HDM			0	\$0.00	\$ -
Home Delivered Meals-Guest	HDMG			0	\$0.00	\$ -
Nutrition Education	NTED			0	\$0.00	\$ -
Total Requested Payment for Services					\$	-
*Provider Must Submit a DOEA eCIRTS-Generated Year-to-Date and a Reporting Period (MTD) Services Reported By Program and Service Report with this Invoice to Justify Payment ** Prior Period Adjustments must be Documented and Justified with an AAANF Approved PSA 2 Prior Period eCIRTS Units of Service Reporting Change Request Form						
OAA IIIC2- Provider Statement of Revenues-AAANF Form 5900C2, Part II						
Match	Budgeted Amount (Per UCM SBS)	Monthly Revenue	Year-To-Date Revenue	Budget Balance (To UCM SBS)	Percent Achieved YTD (To UCM SBS)	
Local Cash	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
In-Kind	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
Total Match	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
Non-Match	Budgeted Amount (Per UCM SBS)	Monthly Revenue	Year-To-Date Revenue	Budget Balance (To UCM SBS)	Percent Achieved YTD (To UCM SBS)	
Other Cash	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
Program Income*	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
Total Non-Match	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
NSIP Earnings	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
*Program Income or voluntary contributions cannot be used as Match; Accumulated voluntary contributions must be used prior to requesting AAANF reimbursement; Voluntary contributions are to be used only to expand services						
Prior Period Adjustment to Revenue	Revenue Category of Adjustment	Amount (\$) of Revenue Adjustment	Reason for Adjustment			
1		\$0.00				
2		\$0.00				
3		\$0.00				

OAA IIC2- Statement of Certification- AAANF Form 5900C2, Part III

The Undersigned Certify to the Following:

- 1) The services billed in the Department of Elder Affairs' Client Information Registration Tracking System (eCIRTS) for the report
- 2) The financial data reported herein for Match (Cash and In-Kind) and Non-Match are in agreement with the agency accounting
- 3) The Provider has corrected, verified the accuracy of, and generated the required CIRTS reports that accompany this invoice;
- 4) The Provider understands and agrees that any failure by the Provider to fully document their Request for Payment (Submit the *eCIRTS Services Reported by Program and Services Reports* (both Monthly and Year-to-Date) and/or the *PSA 2 Prior Period eCIRTS Units of Service Reporting Change Request Form*), or any inconsistency found by AAANF Staff between eCIRTS-reported units of service and the supporting reports supplied with this invoice, may result in a change to the Provider's anticipated total requested payment for services delivered; and,
- 5) The Provider agrees and understands that final payment by AAANF for services is contingent on availability of funds from grant

Prepared By (Signature):	Approved By (Signature):
Title:	Title:
Date:	Date:

Revised 12/1/2025-DG

ATTACHMENT X- FORMS 5900

Area Agency on Aging for North Florida, Inc. Older Americans Act Title III-E Program Provider Request for Payment & Statement of Revenues- AAANF Form 5900E						
Provider Agency: NOT APPLICABLE TO THIS RFP				Contract #: BA026-xx		
Reporting Period:				CIRTS Provider ID: 200xx		
OAA III-E- Provider Request for Payment- AAANF Form 5900E, Part I						
III-E Service Description	CIRTS Service Code	(1) Units of Service for Reporting Period*	(2) Units Adjusted from Prior Periods (+/-)**	(3) Total Units Requested For Payment (1) + (2) = (3)	(4) Contract Rate	(5) Dollars (\$) Requested For Services For This Period (5) = (3) x (4)
Caregiver Training/Support Grp.	CTSG			0	\$0.00	\$ -
Education/Training Group	EDUCG			0	\$0.00	\$ -
Screening & Assessment	SCAS			0	\$0.00	\$ -
Respite Facility	RESF			0	\$0.00	\$ -
Respite In-Home	RESP			0	\$0.00	\$ -
Supplies/Services	SCSM			0	Variable***	
Transportation	TRS			0	\$0.00	\$ -
Total Requested Payment for Services					\$	-
*Provider Must Submit a DOEA eCIRTS-Generated Year-to-Date (YTD) and a Reporting Period (MTD) Services Reported By Program and Service Report with this Invoice to Justify Payment ** Prior Period Adjustments must be Documented and Justified with an AAANF Approved PSA 2 Prior Period eCIRTS Units of Service Reporting Change Request Form ***Requests for Reimbursement of Variable-Rate Services Requires the Submission of a Completed AAANF Form 5700E and Accompanying Receipts						
OAA III-E- Provider Statement of Revenues-AAANF Form 5900E, Part II						
Match	Budgeted Amount (Per UCM SBS)	Monthly Revenue	Year-To-Date Revenue	Budget Balance (To UCM SBS)	Percent Achieved YTD (To UCM SBS)	
Local Cash	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
In-Kind	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
Total Match	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
Non-Match	Budgeted Amount (Per UCM SBS)	Monthly Revenue	Year-To-Date Revenue	Budget Balance (To UCM SBS)	Percent Achieved YTD (To UCM SBS)	
Other Cash	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
Program Income*	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
Total Non-Match	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
*Program Income or voluntary contributions cannot be used as Match; Accumulated voluntary contributions must be used prior to requesting AAANF reimbursement; Voluntary contributions are to be used only to expand services						
Prior Period Adjustment to Revenue	Revenue Category of Adjustment	Amount (\$) of Revenue Adjustment	Reason for Adjustment			
1		\$0.00				
2		\$0.00				
3		\$0.00				

Revised 12/1/2025-DG

OAA III E- Statement of Certification- AAANF Form 5900E, Part III

The Undersigned Certify to the Following:

- 1) The services billed in the Department of Elder Affairs' Client Information Registration Tracking System (eCIRTS) for the report period above have been reviewed and delivered in accordance with the provisions of the contract, and accurately reflect Provider-maintained client service records and documentation;
- 2) The financial data reported herein for Match (Cash and In-Kind) and Non-Match are in agreement with the agency accounting ledgers;
- 3) The Provider has corrected, verified the accuracy of, and generated the required eCIRTS reports that accompany this invoice;
- 4) The Provider understands and agrees that any failure by the Provider to fully document their Request for Payment (Submit the *eCIRTS Services Reported by Program and Services Reports* (both Monthly and Year-to-Date), a complete AAANF Form 5700E with all Receipts, and/or the *PSA 2 Prior Period eCIRTS Units of Service Reporting Change Request Form*), or any inconsistency found by AAANF Staff between eCIRTS-reported units of service and the supporting reports supplied with this invoice, may result in a change to the Provider's anticipated total requested payment for services delivered; and,
- 5) The Provider agrees and understands that final payment by AAANF for services is contingent on availability of funds from grant source, contract funding amount, and recovery of Provider advance funding by AAANF

Prepared By (Signature):	Approved By (Signature):
Title:	Title:
Date:	Date:

Revised 12/1/2025-DG

Area Agency on Aging for North Florida, Inc. Older Americans Act Title NSIP Program Provider Request for Payment & Statement of Revenues- AAANF Form 5900NSIP						
Provider Agency:				Contract #: BA026-xx		
Reporting Period:				CIRTS Provider ID: 200xx		
NSIP- Provider Request for Payment- AAANF Form 5900NSIP, Part I						
NSIP Service Description	CIRTS Service Code	(1) Units of Service for Reporting Period*	(2) Units Adjusted from Prior Periods (+/-)**	(3) Total Units Requested For Payment (1) + (2) = (3)	(4) Contract Rate	(5) Dollars (\$) Requested For Services For This Period (5) = (3) x (4)
Eligible Home Delivered Meals	HDM			0	\$0.72	\$ -
Eligible Congregate Meals	CNML			0	\$0.72	\$ -
Total Requested Payment for Services					\$	-
*Provider Must Submit a DOEA eCIRTS-Generated Year-to-Date and a Reporting Period (MTD) <i>NSIP Eligible Meals Report</i> with this Invoice to Justify Payment						
OAA NSIP- Statement of Certification- AAANF Form 5900NSIP, Part II						
The Undersigned Certify to the Following: 1) The services billed in the Department of Elder Affairs' Client Information Registration Tracking System (eCIRTS) for the report period above have been reviewed and delivered in accordance with the provisions of the contract, and accurately reflect Provider-maintained client service records and documentation; 2) The Provider has corrected, verified the accuracy of, and generated the required CIRTS reports that accompany this invoice; 3) The Provider understands and agrees that any failure by the Provider to fully document their Request for Payment (Submit the <i>eCIRTS NSIP Eligible Meal Reports</i> (both Monthly and Year-to-Date), or any inconsistency found by AAANF Staff between eCIRTS-reported units of service and the supporting reports supplied with this invoice, may result in a change to the Provider's anticipated total requested payment for services delivered; and, 4) The Provider agrees and understands that final payment by AAANF for services is contingent on availability of funds from grant source, contract funding amount, and recovery of Provider advance funding by AAANF						
Prepared By (Signature):				Approved By (Signature):		
Title:				Title:		
Date:				Date:		

Revised 12/1/2025-DG

ATTACHMENT XI

PSA 2 Prior-Period CIRTS Units of Service Reporting Change Request

GENERAL REVENUE ☐	OLDER AMERICANS ACT ☐	Provider Code/Agency Name: 200 /							
Client Name	Client ID#	Date of Service	Program	Service	Original # of Units Posted in eCIRTS (Before Change)	# of Units Changed	Units Increase or Decrease	Justification Code # (See Key)	Date Change Actually Completed After Approval
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
Justification Code Key #1- Error in Data Entry #2- Services Not Previously Reported #3- Retroactive CMI Change #4- Other (Provide Explanation) 									
Written Explanation: _____									

*By signing, you attest that the information provided above is correct, and that the need for eCIRTS corrections requested have been verified as such, and will be completed as requested, if approved by AAANF	
For AAANF Use Only	
☐	Approved
☐	Disapproved

Prepared By* _____ Date _____

Agency Executive Director Signature* _____ Date _____

AAANF Signature _____ Date _____

ATTACHMENT XII

REQUEST FOR AUTHORIZATION OF VARIABLE RATE SERVICES AT OR IN EXCESS OF \$500

Date: _____

Client Name: _____

Provider Name: _____

Contact Person: _____

Program: _____

- A. Material Aid includes the following:
1. Goods or food such as direct distribution of commodities, surplus food, clothing, smoke detectors, eye glasses, hearing aids, security devices, etc.
 2. Food item(s) necessary for the health, safety or welfare. This may include condiments or paper products necessary for food consumption and delivery charges. Alcohol, drugs, and tobacco products are excluded.
 3. Repair, purchase, delivery, and installation of any household appliance to assist with household tasks necessary for the health, safety, or welfare of the person.
 4. The purchase of materials necessary to perform chore or enhanced chore services (refer to chore and enhanced chore services).
 5. The purchase of construction materials necessary to perform housing improvements, alterations, and repairs (refer to housing improvement service).
- B. Unit is one episode of service and represents one contact where goods, food, or assistance are given to a client.
- C. All receipts and vouchers for this service should be submitted with the 5700 OAA Invoice Transmittal Report.

Please explain the need for this service and the Outcome to be achieved:

Please verify that this service is not available from other sources of funding:

Please provide 2 estimates for the item(s) needed (or efforts made to secure 2 estimates) and describe any benefits to selecting one estimate over the other:

Provider	Item/Service needed	Cost

***Completion and Approval of this form does NOT guarantee payment. Once services are completed, submission of a completed Form 5700 Invoice Transmittal and all necessary documentation is needed to generate reimbursement.**

REPORTING PERIOD: _____

[illegible]

1	2	3	4	5

Date _____

ATTACHMENT XIV
2026 Older Americans Act Rate Schedule
(VENDOR NAME)

Under this contract, the Contractor agrees to provide the following services at the following negotiated rates. Total amount payable shall not exceed, by Title, the amount below.

Title IIIB Services	Rate
Health Support Group	
Health Support Individual	
Gerontological Counseling-GECI	
Recreation	
Screening & Assessment	
Transportation	
Education/Training Group-EDUCG	
Gerontological Counseling-GECG	
Telephone Reassurance- TERACV & TERA	
Shopping Assistance- SA & SACV	

Title IIIC2 Services	Rate
Home Delivered Meals	
Nutrition Education	
Home Delivered Meals-Guest	
Emergency Home Delivered Meals-EHDM	
Telephone Reassurance-COVID-19-TERACV	
Shopping Assistance- COVID-19-SACV	
NSIP	Rate
NSIP Eligible Meal	

Title IIIC1 Services	Rate
Congregate Meals	
Congregate Meals- MLTC	
Nutrition Education	
Nutrition Screening	
Congregate Meals- Guest	
Congregate Meals-Volunteers	
Emergency Home Delivered Meals-EHDM	
Telephone Reassurance-COVID-19-TERACV	
Shopping Assistance- COVID-19-SACV	
Congregate Meals-Grab & Go	
Title IIIE Services	
Caregiver Training/Support Grp.	
Education/Training Grp.	
Respite In-Facility	
Respite In-Home	
Shopping Assistance- COVID-19-SACV	
Screening & Assessment	
Transportation	
Telephone Reassurance-COVID-19-TERACV	
Gerontological Counseling-GECG	
Gerontological Counseling-GECI	

Total Amount Payable By Title

Title IIIB
XXXX

Title IIIC1
XXXX

Title IIIC2
XXXX

Title IIIE
N/A

Total Amount Payable NSIP

XXXX

AAANF Lead Agency Annual Monitoring Policy & Procedures Documents Availability List

Agency: _____

Category	Due Date	Reviewed Documentation	Receipt Status	Technical Assistance & AAANF Notes
Policy & Planning	Agency Organization	Current Agency Organizational Chart (include Position Titles and Primary Roles & Responsibilities, i.e. APS referrals, etc.)		
		Current Position Descriptions for Key OAA and GR Program Roles- Executive Director, OAA Coordinator, Lead Case Manager, etc.		
		Board of Director Roster With Contact Information and Terms		
		Employee Roster with Dates of Hire*		
		Copy of Board of Director By-Laws		
		Copy of Board Training Manual		
		Grievance Policy		
		Complaint Policy		
		Notice of Privacy Practices		
		Release of Information		
	Policies & Procedures	Quality Assurance Policy (Client Satisfaction) – will need to include GR & OAA if policies are separate		
		Accounting Policies & Procedures		
		Personnel Policies & Procedures		

Category	Due Date	Reviewed Documentation	Receipt Status	Technical Assistance & AAANF Notes
		Client Co-Payment Policy- Ability to Pay Determination Criteria		
		NSIP reporting procedures		
		Emergency Home Delivered Meal Reporting Policies and Procedures		
		Current Disaster Plan with up-to-date contact information*		
	Planning	Staff Training Plans – In-Service Training for Existing Program <i>and Fiscal Staff*</i>		
		Staff Training Plans – Pre-Service Training for New Program <i>and Fiscal Staff *</i>		
		Volunteer Recruitment & Retention Plans		
		Annual Targeting/ Outreach Plan*		
		Previous Year's Annual Volunteer Reporting Form *		
		Previous year's program highlight * (no later than September 8 th of the contract year)		
Fiscal	Reports	Inventory Listing		
		Accounting Chart of Accounts		
		Copies of Lead Agency's Agreements/MOUs/Contracts with Local Subcontractors that are Providing AAANF CIRTS-Billable Services*		

Category	Due Date	Reviewed Documentation	Receipt Status	Technical Assistance & AAANF Notes
		Current Certificate of Liability Insurance Coverage*		
		Annual Management Audit Attestation*		
		Background Screening Attestations/Affidavits of Compliance*		
		IRS Form 990 from Previous Fiscal Year*		
		Copy of Any Third-Party (Non-AAANF Fiscal Audit or Accounting Opinion*		
		Signed Attestation to Having 90 Days of Fiscal/Cash Operating Liquidity		
		Civil Rights Compliance Checklist*		
		Agency SOF Tax Exempt Certificate		
		Registered Dietician Contract, Registered Dietician's Current and Valid Proof of License		
		Registered Dietician's Approved Nutrition Education Plans		
Program Specific	OAA	Registered Dietician's Approved Annual Food Safety Training Materials		
		Registered Dietician's Currently Approved Meal Substitution Policy		
		Nutrition Advisory Council By-Laws		
		Nutrition Advisory Council Meeting Schedule		

Category	Due Date	Reviewed Documentation	Receipt Status	Technical Assistance & AAANF Notes
		Nutrition program Compliance Review Schedule		
		Copy of Most Recent Health Inspection, if applicable		
		Copy of current Sanitation Certification		
		Procedures for Handling of Leftover Food/ Extra Food		
		Procedures for Handling of Contributions for Nutritional Services		
		Procedures for Handling Clients with Special Behaviors (Client Behavior Policy)		
		OAA C1 Reservation Policy		
		OAA C2 Prioritization Procedures		
		All Current and Valid Serve Safe Certifications for Any Agency Staff or Meal volunteers		
		Current Home Delivered Meal Route Information		
		Current Meal Site information *- Including Service Dates, Days, and Hours of Operation		
		Registered Nurse Contract, Registered Nurse's Proof of License		
		Certifications and Licenses of ALL Personal Care Workers, Direct Service Workers, and any other Service Provider staff		
		Adult Protective Services Staff Contact List		
	GR (CCE Lead Agencies Only)	January 31, 2026		

Category	Due Date	Reviewed Documentation	Receipt Status	Technical Assistance & AAANF Notes
		(Primary, Back-up, Contact Numbers and Email Addresses for All)*		
		Current & Valid Homemaker and Companions License		

Notes: 1) Please Submit All Documents in an Electronic Format via Email with this Attachment completed to include what documents have been submitted. Copies of Originally Signed Documents Should Also be Sent to AAANF via Post Mail; 2) Additional Documentation Will be Requested During the Provider's Annual AAANF Scheduled Monitoring Period; 3) For Most Items, Providers Need to Ensure that "Date Last BOD Approved" or "Date Last Updated" is Written on each Document so that both AAANF and Service Providers are Submitting and Reviewing the most Current Versions; 4) In Developing the Above Materials and Documents, AAANF Strongly Encourages Providers to Study AAANF Contracts, to Review the DOE Handbook, and to Collaborate With Other PSA 2 Lead Agencies; 5) AAANF Reserves the Right to Update this Listing as Needed.