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**FLORIDA DEPARTMENT OF ELDER AFFAIRS
STANDARD CONTRACT**

THIS CONTRACT is entered into between the Florida Department of Elder Affairs (Department or DOEA) and Alliance for Aging, Inc. (Contractor), collectively referred to as the “Parties.”

WITNESSETH THAT:

WHEREAS, the Department has determined that it is in need of certain services as described herein for the Older Americans Act Title VII; and

WHEREAS, the OAA VII is funded with Federal funds; 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 Department.

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

1. Purpose of Contract:

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

2. Incorporation of Documents within the Contract:

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department handbooks, manuals and/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 Time **January 1, 2026**, or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Time **December 31, 2026**.

4. Contract Amount:

The Department agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$21,266.91**, 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, in accordance with Section 287.058(1)(g), Florida Statutes (F.S.), the Department may renew the contract for a period not to exceed three years, 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 Department and the availability of funds.

6. Compliance with Federal Law:

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

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

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

6.1.3 Neither the Contractor nor any agent acting on behalf of the Contractor may use any federal funds received in connection with this contract to influence legislation or appropriations pending before Congress or any state legislature. The Contractor must complete all disclosure forms as required, specifically the

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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 Department of Labor regulations 41 CFR Part 60 and in Department of Health and Human Services regulations 45 CFR Part 92, if applicable.

6.1.5 A contract award with an amount expected to equal or exceed \$25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 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 Department 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 Department.

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 Department in writing within thirty (30) days of receiving the IRS notice of revocation.

6.4 The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

6.5 Unless exempt under 2 CFR § 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.

6.6 To comply with Presidential Executive Order 12989, as amended, and State of Florida Executive Order Number 11-116, and section 448.095(5) F.S., 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 shall require any subcontractors to provide an affidavit stating it does not employ any unauthorized aliens and has no subcontractors that employ unauthorized aliens. Contractors shall retain any affidavits from subcontractors through the term of this contract.

7. Compliance with State Law:

7.1 This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with Florida law, including Florida provisions for conflict of laws.

7.2 If this contract contains state financial assistance funds, the Contractor shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with applicable laws, rules, and regulations including, but not limited to, the Department of Financial Services Reference Guide for State Expenditures.

7.3 The Contractor shall comply with the requirements of Section 287.058, F.S., as amended.

7.3.1 The Contractor shall perform all tasks contained in Attachment I.

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 DOEA 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.

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- 7.3.5** If itemized payment for travel expenses is permitted in this contract, the Contractor shall submit invoices for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this contract.
- 7.4** If clients are to be transported under this contract, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, Florida Administrative Code (F.A.C).
- 7.5** Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.
- 7.6** The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 7.7** The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies or Other Entities that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel.
- 7.8** The nongovernmental entity Contractor shall comply with the requirements of section 787.06(13), Florida Statutes, and provide the Department the required affidavit, or complete and return the applicable portions of Form PUR 2024 as described in ATTACHMENT III, whenever this Contract is executed, renewed, or extended.

8. Background Screening:

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as they may be amended, are met regarding background screening for all employees, volunteers, and persons seeking employment who are “direct service providers” as that term is defined in Section 430.0402(1)(b) and who are not exempted from Level 2 background screening by Section 430.0402(2). The Contractor and its direct service providers, must also comply with any applicable rules promulgated by the Department and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. Contractor shall submit the Background Screening Attestation of Compliance-Employer (Screening Form) to the Department within thirty (30) days of execution of this contract and annually, through the term of this contract pursuant to section 435.05(3) F.S. The Contractor shall also maintain copies of the new screening forms for its direct service providers as required herein. The Contractor hereby agrees to correct all background screening deficiencies identified by the Department’s Contract Manager within thirty (30) days upon notification.

8.1 Further information concerning the procedures for background screening may be found at <https://elderaffairs.org/about-us/background-screening>

8.2 The Contractor shall 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 the Department within sixty (60) days of execution of this contract for each background screening program user and annually thereafter, within forty-five (45) days of the contract anniversary date.

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 to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, will provide for notice of the grievance procedure and an opportunity for review of the Subcontractor’s determination(s).

10. Public Records and Retention:

The Department may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Contractor to allow 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 119.071, F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO

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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, Suite 315
Tallahassee, Florida 32399
850-414-2151
doeapublicrecords@elderaffairs.org**

- 10.1** By execution of this contract, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:
- 10.1.1** Keep and maintain public records required by the Department to perform the contracted services.
 - 10.1.2** Upon request from the Department's custodian of public records, provide the Department a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Department.
 - 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 completion of the contract if the Contractor does not transfer the records to the Department.
 - 10.1.4** Upon completion of the contract, the Contractor will either transfer, at no cost to the Department, all public records in possession of the Contractor to the Department or will keep and maintain public records required by the Department. If the Contractor transfers all public records to the 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 shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.
- 10.2** Upon termination of this contract, whether for convenience or for cause as detailed in section 53 of this contract, the Contractor and Subcontractors shall, at no cost to the Department, transfer all public records in their possession to the Department and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to the Department in a format that is compatible with the information technology systems of the Department.

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 Department under this contract. Contractor shall adequately safeguard all such assets and ensure that 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 Department.
- 11.3** Upon demand, at no additional cost to the Department, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.

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- 11.4** The Contractor shall ensure 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 Department.
- 11.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Department and federal auditors, pursuant to 45 CFR Part 75, shall be allowed full access to and the right to examine any of the Contractor's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.
- 11.6** The Contractor shall provide a Financial and Compliance Audit to the Department 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, F.S. Contractor further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this contract the Contractor understands and will comply with this subsection.
- 11.8** In accordance with Executive Order 20-44 which requires executive agencies to submit a list of entities named in statute with which a state agency must form a sole-source, public-private agreement or an entity that, through contract or other agreement with the state, annually receives 50% or more of their budget from the State or from a combination of State and Federal funds. Any Contractor that meets one or both of the criteria listed must submit an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams within thirty (30) days of execution of this contract.
 - 11.8.1** The report must include total compensation including salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.
 - 11.8.2** The Contractor shall inform the agency of any changes in total executive compensation between the annual reports as those changes occur.
 - 11.8.3** All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the contracted entity.

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, 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 shall 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 any statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Department may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief including, but not limited to, termination of the contract and denial of further assistance.

13. Monitoring by the Department:

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

14. Provision of Services:

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

15. Coordinated Monitoring with Other Agencies:

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

16. Other Contract(s) Reporting:

Pursuant to Section 287.0575, F.S., as amended, the Contractor shall complete the Contractor's State Contracts List attached to this contract. The Contractor shall notify the Department within ten (10) days of entering into a new contract with any of the four (4) state human service agencies, to include DCF, DOH, APD or DVA . The notification shall include the following information: (1) contracting state agency and the applicable office or program issuing the contract; (2) contract name and number; (3) contract start and end dates; (4) contract amount; (5) contract description and commodity or service; and (6) Contract Manager name and contact information.

17. Indemnification:

The Contractor shall be fully liable for, and fully indemnify, defend, and hold harmless the State of Florida, the Department and its officers, agents and employees from and against any and all suits, claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from any acts, actions, breaches neglect or omissions, including personal injury and/or damage to property, related to execution of this contract, any subcontracts or the performance of services caused in whole or part by the Contractor. It is understood and agreed that the Contractor is not required to indemnify the Department for claims, demands, actions, or causes of action arising solely out of the negligence of the Department.

17.1 Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 17 is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

18. Insurance and Bonding:

18.1 The Contractor shall provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by Section 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance coverage 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 Department 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 Department reserves the right to require additional insurance as specified in this contract.

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

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19. 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.

20. Health Insurance Portability and Accountability Act:

Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

21. Incident Reporting:

21.1 The Contractor shall notify the Department immediately, but no later than forty-eight (48) hours from the Contractor's awareness or discovery of conditions that may materially affect the Contractor's or Subcontractor's ability to perform the services required to be performed under this contract. Such notice shall be made to the Department's Contract Manager in the most efficient manner with an email or other writing to immediately follow.

21.2 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, its Subcontractors, and their employees.

22. Bankruptcy Notification:

During the term of this contract, the Contractor shall immediately notify the Department 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 Department: (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.

23. Sponsorship and Publicity:

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

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

24. Assignments:

24.1 The Contractor shall not assign the rights and responsibilities under this contract without the prior written approval of the Department. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Department shall constitute a material breach of the contract. In the event the State of Florida approves assignment of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with this contract.

24.2 The State of Florida is, at all times, entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida upon giving prior written notice to the Contractor.

24.3 This contract shall remain binding upon the successors in interest of the Contractor and the Department.

25. Subcontracts:

25.1 The Contractor is responsible for any and all work performed and for any and 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 Department deems necessary.

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The Contractor further agrees that the Department will not be liable to the Subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Department against any such claims.

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

26. Independent Capacity of Contractor:

It is the intent and understanding of the Parties that the Contractor and any of its Subcontractors are independent Contractors and are not employees of the Department, and that they shall not hold themselves out as employees or agents of the Department without prior specific authorization from the Department. It is the further intent and understanding of the Parties that the Department does not control the employment practices of the 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.

27. Payment:

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

28. Return of Funds:

The Contractor shall return to the Department 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 Department. 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 Department. In the event that the Department first discovers an overpayment has been made, the DOEA Contract Manager will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after Department notification or Contractor discovery.

29. Data Security, Recovery, and Damages for Non-Performance:

- 29.1** Data Security. The Contractor and all Contractor Representatives shall comply with Rule Chapter 60GG-2, Florida Administrative Code (F.A.C.), which contains information technology (IT) procedures; and requires adherence to the Department's security policies in performance of this Contract. The Contractor shall provide immediate notice to the Department's information Security Manager (ISM), within the Office of Information Technology, 1) in the event it becomes aware of any security breach or any unauthorized transmission or loss of any or all of the data collected, created for, or provided by the Department (State Data); and 2) of any allegation or suspected violation of Rule Chapter 60GG-2, F.A.C. Except as required by law or legal process, and, with respect to the Department's information, after notice to the Department, the Contractor shall not divulge to third parties any Confidential Information obtained by the Contractor in the course of performing Contract work according to applicable rules, including, but not limited to, Rule Chapter 60GG-2, F.A.C. "Confidential Information" means information in the possession or under the control of the state of Florida (State) or the Contractor that is exempt from public disclosure pursuant to chapter 119, F.S., or to any other applicable provision of State or federal law that serves to exempt information from public disclosure. This includes, but is not limited to, the security procedures, business operations information, or commercial proprietary information. The Contractor will not be required to keep confidential any information that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's Confidential Information, or information that is otherwise obtainable under State law as a public record. If State Data will reside in the Contractor's system, the Contractor will conduct at the Contractor's expense, an annual network penetration test or security audit of the

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Contractor's system(s) on which State Data resides and will share the results with the State upon request to.

- 29.2 Data Protection.** No State Data will be transmitted, processed, or stored outside of the United States of America regardless of method, except as required by law. Access to the Department's State Data will only be available to staff approved and authorized by the Department that have a legitimate business need. Access to State Data does not include remote support sessions for devices that might contain the State Data; however, during the remote support session the Contractor must escort the remote support access and maintain visibility of the support personnel's actions. Requests for remote access to the Department's systems will be submitted to the Department's Help Desk. Remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools. When remote access is no longer needed, the Department must be promptly notified, and access will be promptly removed.
- 29.3 Breach and Negligence.** The Contractor agrees to protect, indemnify, defend, and hold harmless the Department from and against any and all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to the Contractor's breach of this Section or the negligent acts or omissions of the Contractor related to this section.
- 29.4 Ownership of State Data.** The Department's State Data will be made available to the Department upon its request, in the form and format reasonably requested by the Department. Title to all of the Department's State Data will remain property of the Department and/or become property of the Department upon receipt and acceptance. Notwithstanding the foregoing, for purposes of this Section, any fields used for authentication for services shall be excluded from the definition of State Data for security purposes. The Contractor shall not possess or assert any lien or other right against or to any State Data in any circumstances.

30. Social Media and Personal Cell Phone use:

- 30.1** Inappropriate use of social media and personal cell phones may pose risks to DOEA's confidential and proprietary information and may jeopardize compliance with legal obligations. By signing this contract, Contractor agrees to the following social media and personal cell phone use requirements.
- 30.2 Social Media Defined.** The term Social Media and /or personal cellular communication includes, but is not limited to, social networking websites, blogs, podcasts, discussion forums, RSS feeds, video sharing, SMS (including Direct Messages (DMs), iMessages, text messages, etc.); social networks like Instagram, TikTok, Snapchat, Google Hangouts, WhatsApp, Signal, Facebook, Pinterest, and Twitter or their successors; and content sharing networks such as Flickr and YouTube. This includes the transmission of social media through any cellular or online transmission via any electronic, internet, intranet, or other wireless communication.
- 30.3 Application to any direct or incidental DOEA or other state business.** This contract applies to any DOEA or other state business conducted on any of the Contractor's, Subcontractor's, or their employees' social media accounts or through personal cellular communication.
- 30.4 Application to DOEA and Contractors Equipment.** This contract applies regardless of whether the social media is accessed using DOEA's IT facilities and equipment or equipment belonging to Contractor, Subcontractor, or their respective employees. Equipment includes, but is not limited to, personal computers, cellular phones, personal digital assistants, smart watches, or smart tablets.
- 30.5 Florida Government in the Sunshine, Florida Public Records Law, and HIPAA.** Contractor acknowledges that any DOEA or other state business conducted by social media or through personal cellular communication is subject to Florida's Government in the Sunshine Law, Florida's Public Records Law (Chapter 119, Florida Statutes), and the Health Insurance Portability and Accountability Act (HIPAA). Compliance with these laws and other applicable laws are further detailed in the contract.
- 30.6 Prohibited or Restricted Postings.** Any social media posts which include photos, videos, or names of clients, volunteers, staff, or other affiliates of DOEA may only be posted when authorized by law and when any required HIPAA authorizations and any other consents or authorizations required pursuant to federal or state law are on file with the contractor's records.
- 30.7 Assist DOEA with Communications.** Contractors may be asked periodically to assist in distributing certain DOEA communications through their social media outlets. Any such requests should be posted in adherence to the social media requirements herein and the other provisions of this contract.

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31. Conflict of Interest:

The Contractor shall establish safeguards to prohibit employees, board members, management, and Subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer, or agent of the Contractor or Subcontractor shall participate in the selection or in the award of a contract supported by state or federal funds if a conflict of interest, real or apparent, might 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 individuals, has a financial or other interest in the firm being selected for award. The Contractor's or Subcontractor's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, or parties to Subcontracts. The Contractor's board members and management must disclose to the 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 Contractor's employees and Subcontractors must make the same disclosures described above to the Contractor's board of directors. Compliance with this provision will be monitored.

32. Public Entity Crime:

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

33. Purchasing:

33.1 The Contractor shall procure products and/or services required to perform this contract in accordance with section 413.036, F.S. **and the state contract with the Central Non-Profit Agency for the Blind or Other Severely Handicapped (RESPECT):**

33.1.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

33.1.2 Pursuant to sections 413.036(1) and (4), F.S., the Contractor shall not be required to procure a product or service from RESPECT if: (a) the product or service is not available within a reasonable delivery time, (b) the Contractor is required by law to procure the product or service from any agency of the state, or (c) the Contractor determines that the performance specifications, price, or quality of the product or service is not comparable to the Contractor's requirements.

33.1.3 This act shall have precedence over any law requiring state agency procurement of products or services from any other nonprofit corporation unless such precedence is waived by the Department in accordance with its rules.

33.1.4 Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

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33.2 The Contractor shall procure any recycled products or materials which are the subject of, or are required to carry out, this contract when the Department of Management Services determines that those products are available, in accordance with the provisions of section 403.7065, F.S.

33.3 The Contractor shall procure products and/or services required to perform this contract in accordance with section 946.515, F.S.

33.3.1 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

33.3.2 The Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) is under contract with the Department of Management Services (DMS). Additional information about PRIDE and the commodities or contractual services it offers is available at <https://pride-enterprises.org/>.

33.4 The Contractor shall provide a Certified Minority Business Subcontractor Expenditure (CMBE) Report summarizing the participation of certified suppliers for the current reporting period and project to date. The CMBE Report shall include the names, addresses, and dollar amount of each certified participant, and a copy must be forwarded to the Department, Division of Financial Administration, and must accompany each invoice submitted to the Department. The Office of Supplier Development (850-487-0915) will assist in furnishing names of qualified minorities. The Department's Minority Coordinator (850-414-2153) will assist with questions and answers. The CMBE Report is attached to this contract.

34. Patents, Copyrights, Royalties:

If this contract is awarded state funding and if any discovery, invention, or copyrightable material is developed or produced in the course of or as a result of work or services performed under this contract or in any way connected with this contract, or if ownership of any discovery, invention, or copyrightable material 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 copyrightable material to the Department 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 Section 287.0571(5)(k), F.S., the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract.

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

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

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

35. Emergency Preparedness and Continuity of Operations:

35.1 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 DOEA Contract Manager, verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Department of emergency provisions immediately, or as soon as practicable.

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

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36. Equipment:

- 36.1** Equipment means: (a) tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$10,000.00 [for federal funds - 2 CFR § 200.33 and 45 CFR § 75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$10,000.00 or more per unit, and expected useful life of at least one (1) 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].
- 36.2** 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; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) 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 Department upon request. The Contractor shall promptly investigate, fully document, and notify the DOE Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the DOE Contract Manager.
- 36.3** The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, at a minimum, meet the following requirements and shall include accurately maintained equipment records with the following information:
- 36.3.1** Property records must be maintained that include a description of the equipment;
 - 36.3.2** Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
 - 36.3.3** Source of funding for the equipment, including the federal award identification number;
 - 36.3.4** Whether title vests in the Contractor or the federal government;
 - 36.3.5** Acquisition date (or date received, if the equipment was furnished by the federal government);
 - 36.3.6** Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
 - 36.3.7** Location, use and condition of the equipment and the date the information was reported;
 - 36.3.8** Unit acquisition cost; and
 - 36.3.9** 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.
 - 36.3.10** A physical inventory must be taken, and the results reconciled with the property records at least once every two (2) years.
 - 36.3.11** 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. 45 CFR § 75.320(d)(3).
 - 36.3.12** Adequate maintenance procedures must be developed to keep the property in good condition.
 - 36.3.13** If the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.
- 36.4** Equipment purchased with federal funds with an acquisition cost of \$10,000.00 or less, and equipment purchased with state funds with an acquisition cost less than \$10,000.00 is part of the cost of carrying out the activities and functions of the grant awards and title (ownership) will vest in the Contractor [for federal funds see 2 CFR § 200.313(a) and 45 CFR § 75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. 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 Chapter 273, F.S., rule 60A-1.017, F. A. C., and 2 CFR Part 200 and/or 45 CFR Part 75.

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- 36.5** The Contractor shall not dispose of any equipment or materials provided by the Department or purchased with funds provided through this contract without first obtaining the approval of the DOEA Contract Manager. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Department's 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 Contractor's proposed disposition of the property (i.e., transfer or donation to another agency that administers federal programs, offer of the items for sale, destroy the items, etc.).
- 36.6** The DOEA Contract Manager will issue disposition instructions. If disposition instructions are not received within one hundred twenty (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.
- 36.7** 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 Department. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code (U.S.C.). 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.
- 36.8** 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.
- 36.9** The Contractor must adhere to the Department'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 Department upon request. The Contractor has the responsibility to require any Subcontractors to comply with the Department's ITR procedures.

37. PUR 1000 Form:

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

<http://dms.myflorida.com/purchasing>

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.

38. 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 five (5) years from the date of purchase or the completion of the improvements or as further required by law.

39. Dispute Resolution:

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

40. Financial Consequences:

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

41. No Waiver of Sovereign Immunity:

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

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42. Venue:

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

43. 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 Department or the Contractor unless expressly contained herein or by a written amendment to this contract signed by both Parties.

44. 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.

45. 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.

46. Condition Precedent to Contract Appropriations:

The Parties agree that the Department's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature and the award federal funds to the State for this Contract.

47. Addition/Deletion:

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

48. Waiver:

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

49. 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 Department.

50. Final Invoice:

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

51. Amendment or Modification:

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

52. Suspension of Work:

The Department may, in its sole discretion, suspend any or all activities under the contract or purchase order, at any time, when in the interest of the State to do so. The Department shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period

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agreed to by the Contractor, the Department 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.

53. Termination:

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

53.2 Termination for Cause. The Department may terminate this contract if the Contractor fails to: (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. 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 Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the contract.

54. Electronic Records and Signature:

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

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

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

55. Contract Manager:

The Department may substitute any Department employee to serve as the DOEA Contract Manager.

56. Antitrust Assignment:

The Contractor, the Department, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the Contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials, or services purchased in connection with the Contract.

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57. 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:	Alliance for Aging, Inc. 760 NW 107th Avenue, Suite 214 Miami, FL 33172
b.	The name of the contact person and street address where financial and administrative records are maintained:	Stanley McNeese, Fiscal Officer 760 NW 107th Avenue, Suite 214 Miami, FL 33172
c.	The name, address, and telephone number of the Contractor Representative responsible for administration of the program under this contract:	Max Rothman, Executive Director, 760 NW 107th Avenue, Suite 214 Miami, FL 33172 305-670-6500
d.	The section and location within the Department where Requests for Payment and Receipt and Expenditure forms are to be mailed:	Florida Department of Elder Affairs Division of Financial Administration 4040 Esplanade Way, Suite 215 Tallahassee, Florida 32399-7000
e.	The name, address, and telephone number of the Contract Manager for this contract:	Melanie Ginn, FCCM 4040 Esplanade Way, Suite 360J Tallahassee, Florida 32399-7000 850-414-2374
After the execution of this Contract, the party making any changes in representatives (names, addresses, telephone numbers) must notify the other party in writing of such change and such changes shall not require a formal amendment to the Contract.		

58. Notice:

Unless stated otherwise, Notices between the Contractor and the Department regarding this Contract shall be in writing and directed to the Contractor Representative or Department Contract Manager (listed above). Notice shall be deemed received (i) when personally delivered; (ii) when transmitted via email and the receiver acknowledges receipt by email or the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

59. 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.

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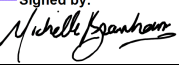
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IN WITNESS WHEREOF, the Parties hereto have caused this sixty-nine (69) page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
ALLIANCE FOR AGING, INC.

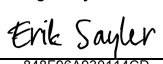
STATE OF FLORIDA,
DEPARTMENT OF ELDER AFFAIRS

DocuSigned by:
SIGNED BY: 
NAME: Max Rothman 02206EC13E6C479...
TITLE: Pres. & CEO
DATE: 12/19/2025

Signed by:
SIGNED BY: 
NAME: MICHELLE BRANHAM A9A2BEB5E6554B1
TITLE: SECRETARY
DATE: 12/22/2025

Federal Tax ID: 65-0101947 001

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.
OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF ELDER AFFAIRS

Signed by:
SIGNED BY: 
NAME: Erik Sayler 848F96A930114CD...
TITLE: General Counsel
DATE: 12/19/2025

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ATTACHMENT I STATEMENT OF WORK

I. SERVICES TO BE PROVIDED

A. Definitions of Terms

1. Contract Acronyms

- a. Administration on Aging (AoA)
- b. Abuse, Neglect and Exploitation (ANE)
- c. Adult Protective Services (APS)
- d. Annual Activity Plan (AAP)
- e. Area Agency on Aging (AAA)
- f. Catalog of Federal Domestic Assistance (CFDA)
- g. Corrective Action Plan (CAP)
- h. Comprehensive Assessment and Review for Long-Term Care Services (CARES)
- i. Department of Elder Affairs (DOEA)
- j. Florida Association of Agencies on Aging (F4A)
- k. Older Americans Act (OAA)
- l. Public Service Announcements (PSA)
- m. Quarterly Activity Module (QAM)
- n. Seniors and Law Enforcement Together (SALT)
- o. Serving Health Insurance Needs of Elders (SHINE)

2. Program or Service Specific Terms

- a. **Abuse:** The knowing infliction of physical or psychological harm or the knowing deprivation of goods or services that are necessary to meet essential needs or to avoid physical or psychological harm. [Section 102(1) of the Older Americans Act (OAA); 42 United States Code (USC) § 3002(1)]
- b. **Caregiver:** An individual who has the responsibility for the care of an older individual, either voluntarily, by contract, by receipt of payment for care, or as a result of the operation of law and means a family member or other individual who provides (on behalf of such individual or of a public or private agency, organization, or institution) compensated or uncompensated care to an older individual. [Section 102(18)(B) of the OAA; 42 USC § 3002(18)(B)]
- c. **Coordinator:** Elder Abuse, Neglect, and Exploitation Prevention Coordinator.
- d. **Exploitation and Financial Exploitation:** The fraudulent or otherwise illegal, unauthorized, or improper act or process of an individual, including a caregiver or fiduciary, that uses the resources of an older individual for monetary or personal benefit, profit, or gain, or that results in depriving an older individual of rightful access to, or use of, benefits, resources, belongings, or assets. [Section 102(18)(A) of the OAA; 42 USC § 3002(1)(18)(A)]
- e. **Neglect:** (A) The failure of a caregiver (as defined in Section 102(18)(B) of the OAA) or fiduciary to provide the goods or services that are necessary to maintain the health or safety of an older individual; or (B) self-neglect. [Section 102(38) of the OAA; 42 USC § 3002(38)]
- f. **Older Individual:** An Individual who is 60 years of age or older. [Section 102(40) of the OAA; 42 USC § 3002(40)]
- g. **Self-Neglect:** An adult's inability, due to physical or mental impairment or diminished capacity, to perform essential self-care tasks including – (A) obtaining essential food, clothing, shelter, and medical care; (B) obtaining goods and services necessary to maintain physical health, mental and behavioral

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health, or general safety; or (C) managing one's own financial affairs. [Section 102(48) of the OAA; 42 USC § 3002(48)].

B. General Description

1. General Statement

In accordance with Title VII of the Older Americans Act, the Elder Abuse Prevention Program is designed to develop, strengthen and carry out programs for the prevention, detection, of elder abuse, neglect, and exploitation, including financial exploitation.

2. Authority

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

CFDA 93.041, Title VII, Older Americans Act of 1965, as amended; Title VII, Chapter 1 (Sections 702 and 705), Chapter 3 (Section 721), and Chapter 5 (Sections 762 through 764); and

42 USC §§ 3058, 3058a, 3058b, c, d, e, f, g, h, i.

3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of the Elder Abuse Program, including the execution of its approved Annual Activity Plan (ATTACHMENT X). The Activity Plan serves as a guide for how the program area intends to complete programmatic operations and is subject to modification as needed. Any modifications made must be submitted with quarterly Request for Fixed Priced Reimbursement. The services provided under this contract shall be in a manner consistent with and described in this contract.

In fulfilling the terms of this agreement, the Contractor's shall ensure the following service tasks are completed:

- a. Public Service Announcements (PSA);
- b. Educational Outreach;
- c. Training; and
- d. Developing Collaborative Relationships with Community Organizations, Multidisciplinary Groups, and Senior Medicare Patrol (SMP).

4. Major Program Goals

The major goals of the Elder Abuse Prevention program are as follows:

- a. To develop and enhance programs for the prevention of elder abuse, neglect and exploitation;
- b. To increase the number of older people who benefit from the Elder Abuse Prevention Program through public community education and outreach;
- c. To train professionals/paraprofessionals who currently work with elders (or have the potential to work with elders) on how to recognize signs of abuse;
- d. To work collaboratively with the SMP, and
- e. To provide outreach to elders who live in rural areas or are minorities and/or low-income elderly individuals.

C. Clients to be Served

1. General Description

This program serves to empower elders on the issues of elder abuse, neglect, and exploitation. The program also serves those who work directly with the aging population.

2. Targeted Groups

- a. Individuals sixty (60) years of age and older, as well as any person in need of information on the identification and reporting of elder abuse, neglect and exploitation (including frauds and scams) are

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eligible under this program.

- b. Program outreach efforts are to be targeted at elders who live in rural areas or who are of a minority or low-income status.

3. Contract Limits

In no case shall the provider be required to incur costs in excess of the contract amount in providing services to the clients.

II. MANNER OF SERVICE PROVISION

- A. Service Tasks, Deliverables, and Performance Measures** – The Contractor must complete the services found in this Section II.A., Attachment XI, and as stated in the Schedule of Deliverables and Payments Table found in Attachment XIII. The Contractor must submit all required documentation in the time and manner specified in order for the minimum performance measures to be met.

1. Targeted Groups

- a. Individuals sixty (60) years of age and older, as well as any person in need of information on the identification and reporting of elder abuse, neglect, and exploitation (including frauds and scams) are eligible under this program.
- b. Program outreach efforts are to be targeted at elders who live in rural areas or who are of a minority or low-income status.

2. **Task List** – Specific deliverables, performance measures, and source documentation are found in the task list provided below.

TASKS LISTS		
Service Tasks/Deliverables	Source Documentation, Performance Measures, and Supporting Documentation	Source Documentation
a. Annual Activity Plan	The tasks described in this Statement of Work are minimum measures for meeting the Older Americans Act objectives and deliverables. The Contractor is not limited to the minimum measures and the Contractor shall fulfill the objectives as listed within the contract. The Annual Activity Plan serves as a guide for how the program area intends to complete programmatic operations in. The completed Annual Activity Plan must be submitted on or before the due date for the first quarter's invoice.	Annual Activity Plan for quarter 1 only. (Attachment X)
b. Conference Call	The Contractor, or designated representative if they are unable to attend the call, shall participate in the quarterly conference call. The Coordinator (or representative) will sign into the chat feature with their Name and associated PSA. Example: John Smith – PSA 1 If a call is cancelled, then an email will be sent out from the Contract Manager. The email must be kept as source documentation for monitoring purposes, and it will also be submitted with the quarterly invoice.	None
c. New Collaborations	The Contractor through the designation of an Elder Abuse Prevention Program Coordinator, shall be responsible for developing Collaborative Relationships with Community Organizations	Quarterly Activity Module (QAM)

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	and Multidisciplinary Groups per quarter using the following relationship building activities: 1. Forming a minimum of one (1) or more new collaborative relationship(s) each quarter in order to augment abuse prevention services and activities, and strengthen ties among community groups; 2. Collaborations with SHINE, Senior Medicare Patrol and other department program volunteers, to ensure all volunteers are trained on how to identify and report abuse, neglect, and exploitation, to include fraud and scams, which affect target population. 3. Documenting status of new and existing collaborative relationships. (A few suggested agencies and organizations include the following: District APS, local law enforcement, local CARES staff, local State Attorney, SHINE, and Long-Term Care Ombudsman Program and other department volunteers); 4. Identifying existing task forces or similar councils in the planning and service area served by the area agency, including multidisciplinary groups, and advocating for the need for such groups; 5. Seeking state and/or federal grants (i.e., Victims of Crime Act (VOCA) Grants) and other sponsorships and local resources to augment funding; 6. Distributing Department, state and/or federal surveys, as needed, to agencies and organizations in multidisciplinary groups; and 7. Retaining applicable documentation of the established collaboration (i.e., emails and/or correspondence, to include all appropriate contact information for new collaborations).	(Attachment XI) Section: Collaborations per quarter (1, 2, 3, & 4)
d. Public Service Announcements – (PSA)	The Contractor, through the designation of an Elder Abuse Prevention Coordinator, shall be responsible for: 1. Creating and providing the required minimum number of PSAs per quarter, using the most effective medium for the target audience, to raise awareness of elder abuse, neglect and exploitation and prevention activities. The PSA must target elders as well as individuals and organizations committed to elder and their issues; 2. The PSA context must not be duplicated to be used more than twice within a twelve (12) month period;	Quarterly Activity Module (QAM) (Attachment XI) Section: Public Service Announcements (PSA) per quarter (1, 2, 3, & 4)

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	3. Submitting the PSA (unless previously approved) to the Department's Contract Manager for approval prior to its release to the Media; The following sites maybe used without prior approval for posting PSAs: • Federal Trade Commission (FTC) - https://consumer.ftc.gov/scams • National Center on Elder Abuse – https://acl.gov/programs/elder-justice/national-center-elder-abuse • National Adult Protective Service Association (NAPSA) – https://www.napsa-now.org/resources 4. Retaining, for all documentation purposes, copies of all printed PSA's and submission requests to media sources (electronic is allowable); and providing copies of all printed PSA's to the Department's Contract Manager as requested.	
e. Educational Outreach	The Contractor, through the designation of an Elder Abuse Prevention Program Coordinator, shall be responsible for: 1. Participation in the required minimum number of educational outreach events per quarter. Participation shall include the following: b. Distributing Department approved Elder Abuse Prevention and Crime Prevention materials at exhibits, festivals, health fairs, and other forums or public places; c. Ensuring regular maintenance and restocking of Elder Abuse Prevention and related educational materials at libraries, medical offices, senior centers, senior social organizations, health and faith-based organizations, or other public places in the service area which are likely to be frequented by target populations; and d. Providing educational presentations to the public, including seniors, in forums such as senior centers, senior social organizations, health organizations and faith-based organizations. Ensuring proper documentation of approved sign-in sheets and evaluation forms (when available). Ensure training materials provided during professional training is not counted toward the	Quarterly Activity Module (QAM) (Attachment XI) Section: Education Outreach per quarter (1, 2, 3, & 4). ANE Sign-In Sheets - (Attachment XV)

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	education and outreach deliverable. Supporting documentation must be kept for monitoring purposes and made available upon request.	
f. Professional/Paraprofessional Trainings	The Contractor, through the designation of an Elder Abuse Prevention Program Coordinator, shall be responsible for the following training activities and related duties: 1. Utilizing only the pre-approved F4A curriculum, or other DOEA approved training curriculum, for professional trainings; 2. Coordinating or providing the required minimum number of professional training sessions for professionals or paraprofessionals who work with, or have the capacity to work with, older adults; 3. Identifying groups and individuals in need of training; 4. Conducting training sessions in diverse community locations to provide geographical options to maximize attendance. 5. Publicizing training events to enhance the audience community base. 6. Collaborating with District Adult Protective Services (APS), Federal Bureau of Investigation (FBI), Health and Human Services Offices of the Inspector General, (HHA OIG), Seniors and law enforcement together (SALT), local law enforcement offices, Seniors vs. Crime, Florida Office of the Attorney General, Senior Medicare Patrol (SMP) or any professional organization as it relates to the prevention of abuse, neglect, or exploitation (including fraud/scams) in the delivery of training to facilitate diverse representation. 7. Preparing logistics for each event regarding equipment, handout materials, room configuration and signage; and 8. Retaining electronic copies of trainee sign-in and evaluation forms (when available) using format provided and approved by the Department to use for documentation purposes. The format must include date; location of event; title of the event; name of and contact information for the contact person who scheduled/coordinated the training. Ensuring use of any video or materials are	Quarterly Activity Module (QAM) (Attachment XI) Section: Training per quarter (1, 2, 3 & 4).

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	used in conjunction with instructor led training. A video alone does not substitute instructor-led training.	
g. World Elder Abuse Awareness Day (WEAAD)	The Contractor, in addition to its regular PSA and education outreach initiatives, shall host or sponsor an event or series of activities in recognition of World Elder Abuse Awareness Day. The timing of the event shall be on or within two (2) weeks prior or two (2) weeks following the June 15th observance day. Prior approval must be provided for any dates outside the specified time frame. An approved World Elder Abuse Awareness Day observance event and/or activity may include, but is not limited to, one or more of the following: 1. The mail out of information packets to geriatric physicians and other professionals; 2. Provision of Elder Abuse prevention training through sponsorship of an Elder Abuse summit with provider agencies, law enforcement officials, and the general public; 3. Distribution of pre-approved outreach materials emphasizing the importance of World Elder Abuse Day (examples of targeted recipients include service providers, banks, and home delivered meal clients); 4. Purchase and placement of placards on the side of buses in recognition of elder abuse prevention; 5. Purchase of airtime on local radio stations using local celebrities to produce public service announcements. Additionally, news interview MUST have prior approval by the DOEA Communications Department. It must be received at least seven (7) business days prior to the interview for review and the AAA must have received a response from DOEA of approval before it may be used. The interview outline must include (at minimum) the following: a. Title of Event; b. Who is conducting the interview, e.g., person and agency/company?; c. How will the interview be distributed, e.g., radio, television, etc.?; d. What questions will be asked?; e. What responses will be provided?; and f. When will it or what is the anticipated date to be broadcasted? Anything that is submitted less than	Quarterly Activity Module (QAM) (Attachment XI) Section: PSA and/or Education Outreach for quarter 2.

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	seven (7) days, may not be approved. 6. Placement of print advertisements or notices in local media, magazines, and social media (Facebook, Twitter, etc.); 7. Production of a short video for airing at training session or other outreach events that bring attention to abuse, neglect, and exploitation issues; and/or 8. Any other event or activity pre-approved by the Department's Contract Manager that incorporates the observance of "World Elder Abuse Awareness Day."	
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B. Staffing Requirements

1. Staff Levels

The Contractor shall designate a staff person or a subcontracted provider as the Elder Abuse Prevention Program Coordinator (Coordinator). The coordinator will have the following responsibilities:

- a. Coordinating and carrying out all elder abuse prevention activities or contracting for services at the local level;
- b. Retaining documentation showing proof of contract deliverable requirements that are documented in QAM;
- c. Reporting (on QAM) the percentage of time the Coordinator spent working on OAA Title VII for the reporting quarter;
- d. Communicating directly with the DOEA Contract Manager;
- e. Participating in training conference calls with DOEA as required by the Contract Manager;
- f. Maintaining an inventory of brochures, posters and other Department-approved educational materials and providing updates of material in stock as requested by the Contract Manager; and
- g. Submitting all required reports and supporting documentation, as requested, to the Contract Manager on or before the due dates listed in the report schedule (Attachment XIII, Invoice schedule and Unit rates).
- h. Training/Development

The coordinator will attend any statewide Elder Abuse, Neglect, and Exploitation Prevention Coordinator's training meeting if one or more is scheduled during the contract period. In addition, the coordinator will participate in any conference calls or webinars as scheduled by the Contract Manager.

2. **Professional Qualifications** - The Contractor shall ensure the staff responsible for performing this contract have the qualifications necessary to carry out the requirements of the contract.
3. **Staffing Changes** – Upon change of representatives or representatives' contact information (names, addresses, telephone numbers) by either party, notice shall be provided to the other party, in writing, within seven business days of the change, and notification attached to the originals of this contract.
4. **Subcontractors**
 - a. 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 circumstances occur that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or in the performance of the subcontractor, the Contractor shall notify the Contract Manager and the Department's Chief Financial Officer in writing about such delay.
 - b. The Contractor shall not permit a subcontractor to perform services related to this agreement without prior execution of a binding subcontractor agreement between the Contractor and subcontractor. In

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accordance with Paragraph 25.1 of the Standard Contract, the Department will not be responsible or liable for any obligations or claims resulting from such action.

C. Service Location and Equipment

1. Service Delivery Location

Services are to be delivered to the Contractor's designated Planning and Service Area (PSA).

2. Service Times

The Contractor shall ensure the provisions of the services listed in this contract are available at times appropriate to meet client service needs including, at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 am to 5:00 pm, local time.

3. Changes in Location

The Contractor shall provide the Contract Manager with thirty (30) days written notice of any plans to temporarily or permanently change any service delivery location or service times. Any changes to the delivery service location or service times must have the prior written approval of the Contract Manager.

4. Equipment

The contractor shall be responsible for supplying, at its own expense, all equipment necessary for its performance under the contract, including but not limited to computers, telephones, copiers, fax machines, and maintenance and office supplies.

D. Deliverables

1. Service Units

The service units for this contract are as follows:

- a. Public education or public service announcement media outreach activity must be held during each quarter (the minimum is reflected in Attachment XIII, Invoice schedule and Unit rates);
- b. Department-approved educational outreach events must be held during each quarter (the minimum is reflected in Attachment XIII, Invoice Schedule and Unit rates);
- c. Professional training addressing identification, prevention and treatment of elder abuse must be held during each quarter (the minimum is reflected in Attachment XIII, Invoice schedule and Unit rates);
- d. A minimum of one (1) or more new collaborative relationship(s) must be established with a community organization each quarter;
- e. Host, co-host, or sponsor an event or series of activities in recognition of World Elder Abuse Awareness Day (the minimum is reflected in Attachment XIII, Invoice schedule and Unit rates); and
- f. Activity Plan Module must be provided during the first quarter.

2. Reports

a. Programmatic Quarterly Activity Modules (QAM)

The Contractor is responsible for assuring the accuracy and completeness of the QAM as well as the timely submission of each QAM. The Contractor shall send all QAMs specified in this contract to the Department's Contract Manager by the due dates specified in Attachment XIII, Invoice schedule and Unit rates. If an error is discovered either by the Contractor or the Department, the Contractor has thirty (30) calendar days after written notification to correct the error and submit accurate QAM. If the Contractor fails to respond within the thirty (30)-day period after notification, the Department may delay any payment due to the Contractor. Submissions shall include the following:

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(1) Quarterly Activity Modules (QAMs)

The coordinator will submit QAMs, using the format/method designated by the Contract Manager and in accordance with the invoice schedule provided in Attachment XIII, Invoice schedule and Unit rates. Items to be included in the QAM are the following:

- i. Dates, outcomes, narrative descriptions, barriers and concerns, success stories, estimated percent of time worked on OAA, Title VII, and other information for each section of program development; and
- ii. An outcome analysis must be submitted as requested in the Quarterly Actual Outcomes Module using Actual Outcomes Module (Attachment XII) or any other format/method designated by the Contract Manager.

3. Records and Documentation

- a. The Contractor shall be responsible for submitting a QAM each quarter. These reports must be completed and e-mailed to the Department's Contract Manager for final review and evaluation.
- b. The Contractor must keep for documentation purposes all activities recorded on the QAMs submitted and shall provide to the contract manager when requested.

E. Performance Specifications**1. Outcomes and Outputs (Performance Measures)**

The Contractor shall use the Actual Outcomes Module to report the number of seniors served, the number of public service announcements, educational outreach events, and professional trainings made/held, the number of collaborations formed, and the number of volunteers utilized. The number of seniors served directly and indirectly is shown as whole numbers; while minority, rural, and low income are shown as percentages.

2. Monitoring and Evaluation Methodology

The Contractor shall submit the Quarterly Activity Module and the Actual Outcomes Module, by any method/format designated by the Contract Manager, to the Department each quarter as part of the QAM. 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, as applicable. The Contractor shall perform fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor its performance under this contract, as well as that of its subcontractors, subrecipients, and consultants who are paid from funds provided under this contract, to ensure that the scope of work is accomplished within the specified time periods and budgets set, and that other performance goals stated in this contract are achieved.

The Department 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 by telephone, in writing, or an onsite visit. The Department's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Department in monitoring the progress of completion of the service tasks and deliverables. The Department may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor's reports;
- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and

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j. Other procedures as deemed necessary.

At least one method of monitoring will be conducted during the contract year to ensure services are being delivered.

All supporting documentation (e.g. sign-in sheets and any documentation related to new collaborations, public service announcements, education/outreach, professional training, etc.) for all services provided during the time period designated by the DOEA Contract Manager will be required to be submitted for desk review monitoring when requested by the contract manager. Submissions must be in appropriate chronological order per deliverable as established in the QAM and may be submitted by mail or by electronic PDF files by a designated due date provided by the DOEA Contract Manager.

The DOEA Contract Manager or designee will have the option to conduct at least one on-site technical assistance visit per year. During this technical assistance visit, the Contractor will arrange for observation of delivery of service provided to seniors in the local community. The technical assistance visit may consist of training and open discussions necessary to assist with understanding and complying with the contract.

3. Performance Definitions

- a. “Day” shall mean a calendar day, unless specifically noted otherwise.
- b. “Workday” shall mean a provider’s staff member’s 8-hour work period, unless specifically noted otherwise.

4. Remedies and Outcomes

The Contractor shall ensure that all participants served under this agreement are eligible for the program, and that all QAMs and financial records are maintained for each reporting period and submitted as stipulated in Attachment I. Nonconforming program services, and any QAMs or financial records not meeting the aforementioned requirements, are not eligible for reimbursement under this program. The Contractor shall solely bear the costs associated with enrolling, training, reporting and/or managing the program. The Contractor shall immediately notify the Department of any significant and/or systemic infraction that compromises the Contractor’s ability to provide participant services, to achieve programmatic performance or to provide sound financial management of the program.

F. Contractor Responsibilities**1. Contractor Unique Activities**

All tasks outlined in this contract are solely and exclusively the responsibility of the Contractor, and are tasks for which, by execution of this contract the Contractor agrees to be held accountable; and

2. Coordination with Other Entities

Notwithstanding that tasks and deliverables for which the Contractor is held accountable involve coordination with other entities in performing 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.

G. Department Responsibilities**1. Department Obligations**

The Department may provide technical support and assistance to the Contractor with the resources of the Department to assist the Contractor in meeting the required tasks in the above Section II, A. The support and assistance, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.

The Department will provide statewide management, oversight, guidance, and technical assistance to all programs regarding the prevention of elder abuse, neglect and exploitation. In support of the Area Agencies on Aging (AAA), the Department shall:

- a. Provide training and technical assistance to area coordinators on methods for developing, evaluating and promoting services to elders and professionals within the geographic areas of each AAA to assist them in meeting the objectives of Title VII of the Older Americans Act;

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- b. Provide training curricula and materials for coordinators to use in supporting training requirements under this contract;
- c. Serve in a technical advisory capacity in the provision of training opportunities for professionals and older adults to learn in an environment that is effective, meaningful and culturally relevant;
- d. Identify supplemental funding sources and grant opportunities; and
- e. Supply formats for the data collection systems for tracking and reporting the programs and services provided by the recipient, including the utilization of volunteers.

2. Department Determinations

The Department reserves the exclusive right to make certain determinations in the tasks performed and the approaches used to perform those tasks. The absence of the Department 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. STATEMENT OF METHOD OF PAYMENT

This is a fixed price contract, subject to the availability of funds. The Contractor shall submit all requests for payment on DOE Form 109FPD (Attachment XIV, Request for Fixed – Price/Deliverable Reimbursement/Attachment XIV) to the Contract Manager by the due dates outlined in the Invoice Schedule (Attachment XIII, Invoice schedule and Unit rates).

- B. The Contractor shall submit all programmatic modules and accompanying documentation to the Contract Manager on or before the due dates listed in the Invoice schedule (Attachment XIII, Invoice schedule and Unit rates).
- C. The Contractor shall submit requests for payment as outlined in Attachment XIII, Invoice schedule and Unit rates, referencing the unit costs for such deliverables as indicated in Attachment XIII. Invoice schedule and Unit rates.
- D. Any payment due by the Department under the terms of this contract may be withheld pending the receipt and approval by the Department of all financial and programmatic module submissions due from the Contractor and any adjustments thereto, including any disallowance not resolved.
- E. Payments shall be made pursuant to the Invoice Schedule/Unit Rate provided in Attachment XIII, Invoice schedule and Unit rates. The final request for payment is due to the Department no later than January 15, 2027.
- F. The Contractor shall document payment through Attachment XIV, Request for Fixed – Price/Deliverable Reimbursement, and the Contractor shall maintain documentation to support payment requests. Such documentation shall be provided upon request to the Department or authorized individuals.

G. Method of Invoice Payment

Payment shall be made upon Contractor's presentation of an invoice subsequent to the acceptance by the Department, in writing, of the deliverables shown on the invoice.

H. Financial Consequences

The Department will withhold or reduce payment under the contract if Contractor fails to submit any deliverable to the satisfaction of the Department. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in this contract.

1. Any payment due by the Department under the terms of this contract may be withheld pending receipt and approval by the Department of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 27 of the Standard Contract. In the event Contractor fails to correct an identified deficiency within the timeline specified in the Corrective Action Plan (CAP), the Department shall deduct from the payment for the invoice of the following month, 1% of the monthly value of the contract for each day the deficiency is not corrected.
2. If the Contractor fails to timely submit a CAP, the Department shall deduct 1% of the monthly value of the contract for each day the CAP is overdue, beginning eleven (11) days after notification by the Contract Manager of the deficiency. The deduction will be made from the payment for the invoice for the following month. If, or to the extent, there is any conflict between this paragraph and paragraphs 40 and 40.1 of the

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Standard Contract, this paragraph shall take precedence.

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 DOEA Contract Manager in writing no later than September 30, 2026; email requests are considered acceptable.

B. Contractor's Financial Obligations

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

The Contractor is expected to spend all funds provided by the Department for the purpose specified in this 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 Department determines that the Contractor is not spending service funds accordingly, the Department may transfer funds to other AAAs during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

C. Remedies for Nonconforming Services

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

D. Incident Reporting

The Contractor shall notify the Department immediately but no later than forty-eight (48) hours from the Contractor's awareness or discovery of changes, that may materially affect the Contractor or any subcontractor's ability to perform the services required to be performed under this contract and in authorizing Proviso. Such notice shall be made orally to the DOEA Contract Manager (by telephone) with an email to immediately follow, including the Contractor's plan for provision of services authorized in Proviso.

E. 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 Department. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Contractor shall notify the Inspector General at the Department immediately. A copy of all documents, reports, notes or other written material concerning the investigation, whether in the possession of the Contractor or Subcontractors, must be sent to the Department's Inspector General with a summary of the investigation and allegations.

F. 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. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by AmeriCorps Seniors, formerly the Corporation for National and Community Service).

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G. Enforcement

1. In accordance with Section 430.04(2), F.S., the Department shall rescind designation of an area agency on aging or take intermediate measures against the Contractor, including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by the Department, placement on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S., if the Department finds that any of the following have occurred:
 - a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program.
 - i. Measurement:
 - 1) Intentional or repeated violations of the requirement to serve clients.
 - 2) Any other verifiable report of such actions.
 - b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated.
 - i. Measurement:
 - 1) Failure within the same fiscal year to pay third party short-term loans.
 - 2) An unreserved or total fund balance or retained earnings deficit for which sufficient resources are not available to cover the deficit for 2 successive years.
 - c. The Contractor has committed multiple or repeated violations of legal and/or regulatory requirements or Department standards.
 - i. Measurement:
 - 1) Achievement levels from monitoring reviews.
 - 2) Any other verifiable report or notification of such actions.
 - 3) Failure to provide timely reports or audits.
 - 4) Failure to provide access to records/documentation during a management review.
 - d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency.
 - i. Measurement:
 - 1) Achievement levels from monitoring reviews.
 - 2) Any other verifiable report or notification of such action.
 - e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this contract with the Department or has exceeded its authority or otherwise failed to adhere to the provisions specifically provided by statute or rule adopted by the Department.
 - i. Measurement:
 - 1) Achievement levels from monitoring reviews.
 - 2) Any other verifiable report or notification of such action.
 - f. The Contractor has failed to properly determine client eligibility as defined by the Department or efficiently manage program budgets.
 - i. Measurement:
 - 1) Achievement levels from monitoring reviews.
 - 2) Any other verifiable report or notification of such action.
 - g. The Contractor has failed to implement and maintain a department-approved client grievance resolution procedure.

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- i. Measurement:
 - 1) Achievement levels for monitoring reviews.
 - 2) Any other verifiable report or notification of such action.
- 2. The Department may take action against the Contractor independently or concurrently if the Contractor has demonstrated a failure to adhere to the requirements of this section by:
 - a. Placement on probationary status for a specified period to address identified issues;
 - b. Financial consequences as a result of not meeting the required deliverables as specified in section III.G.;
 - c. Re-allotment of surplus funds to other planning and service areas;
 - d. Placement on appropriate corrective action plan;
 - e. Temporary assumption of agency operations and functions to implement emergency service plan;
 - f. Impose a time limited moratorium on Contractor action;
 - g. Advances as allowed under section 216.181(16)(B), F.S., may be reduced for the following year to 30 days and surpluses for redistribution examined; and/or
 - h. Unannounced special monitoring.
- 3. In making any determination under this provision the Department may rely upon findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of contract are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Leon County, Florida. In the event the Department initiates action to rescind an area agency on aging designation, the Department shall follow the procedures set forth in 42 U.S.C. §3025(b).

H. Access Control

- 1. 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. Access should be requested with the principle of least privilege, requesting only access roles that are necessary. For every new eCIRTS user, a DOEA eCIRTS New User Request form is required to be submitted for eCIRTS access along with the roles they will need. To safeguard collected data, the Contractor will be responsible for requesting user access to be removed from all users that no longer have a necessity to access eCIRTS due to updated job duties, voluntarily separates, or involuntarily separates from the Contractor as soon as possible, no later than 7 calendar days after separation. As an added protection, the Contractor will receive quarterly reports to review users with access to eCIRTS and will report back any users that have been missed and needs to have their access removed. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software should 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.

END OF ATTACHMENT

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ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Department to the Contractor may be subject to audits and/or monitoring by the Department, 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 Department staff, limited scope audits and/or other procedures. By entering into this contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department 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 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 \$1,00,000.00 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. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the Department by this contract. 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 Department. 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 § 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 contracts with the Department shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department shall be fully disclosed in the audit report with reference to the Department contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Department 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

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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 Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through the Department by this contract. 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 Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the 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 non-state 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 contracts with the Department shall be based on the contract'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 contract. All questioned costs and liabilities due to the Department shall be fully disclosed in the audit report with reference to the Department contract involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Department in effect during the audit period. For local governmental entities, 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 Contractor's fiscal year end. For non-profit or for-profit organizations, financial reporting packages required under this part must 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 Department retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

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

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

Pursuant to 2 CFR § 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 directly to the Department.

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**Florida Department of Elder Affairs
Attn: Audit Repository
4040 Esplanade Way, Suite 235S
Tallahassee, Florida 32399-7000**

Additionally, copies of financial reporting packages required by this contract's Financial Compliance Audit Attachment, Part II, shall be submitted by or on behalf of the Contractor directly to each of the following:

The Department at the following address:

**Florida Department of Elder Affairs
Attn: Audit Repository
4040 Esplanade Way, Suite 235S
Tallahassee, Florida 32399-7000**

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 letters, or other information required to be submitted to the Department pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, and Florida Statutes Chapter 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 Department for audits done in accordance with 2 CFR Part 200 or Florida Statutes Chapter 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 contract for a period of six (6) years from the date the audit report is issued, and shall allow the Department or its designee, the CFO, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Department.

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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, F.S. Contractors who are determined to be recipients or sub-recipients 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 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.38 and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients 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, F.A.C., Contractor has been determined to be:

Vendor not subject to 2 CFR § 200.38 and/or Section 215.97, F.S.

X Recipient/sub-recipient subject to 2 CFR §§ 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/sub-recipient 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-5.006, F.A.C. [state financial assistance] and/or 2 CFR § 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 sub-recipient must comply with the following fiscal laws, rules, and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR § 200.416 - § 200.417 – Special Considerations for States, Local Governments, and Indian Tribes*
- 2 CFR § 200.201 – Administrative Requirements**
- 2 CFR § 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 § 200.400 - § 200.411 – Cost Principles*
- 2 CFR § 200.100 – Administrative Requirements
- 2 CFR § 200 Subpart F – 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 § 200.418 – § 200.419 – Special Considerations for Institutions of Higher Education*
- 2 CFR § 200.100 – Administrative Requirements
- 2 CFR § 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 2 CFR §200.400(5)(c).

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**For funding passed through U.S. Health and Human Services, 45 CFR Part 75.

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

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

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 (2026)

Note: Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, 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:**

GRANT AWARD (FAIN): 2601FLOAEA-00, 2601FLOAOM-00		FEDERAL AWARD DATE: December 8, 2026	
UEI NUMBER: N3NBRNG4DJ64			
PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
OAA Title VII	Department of Health & Human Services	93.041	\$21,266.91
	TOTAL FEDERAL AWARD		\$21,266.91

**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 SECTION 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

Sections 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., 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 III CERTIFICATIONS AND ASSURANCES

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

- A. **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. **Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. **Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. **Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreements**
- H. **Verification of Employment Status Certification**
- I. **Records and Documentation**
- J. **Certification Regarding Inspection of Public Records**
- K. **Form PUR 2024**

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:

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

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

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

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

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

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

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7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOE and the United States have the right to seek judicial enforcement of the assurance.

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

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

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

Contractor understands and agrees that it is required to inform DOE 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 AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

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

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

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

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

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

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

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2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this contract includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this contract warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Department, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this contract, and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term.

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

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

I. RECORDS AND DOCUMENTATION

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

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Section 10 of the Standard Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Department is named in the civil action, Contractor agrees to indemnify and hold harmless the Department for any costs incurred by the Department and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
 - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of**

Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

K. FORM PUR 2024

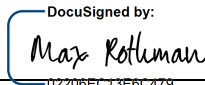
Contractor must complete and return to the Department the applicable portions of Form PUR 2024 attached in the link below.

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

Part A: Use of Coercion for Labor and Services. Whenever executing, renewing, or extending this Contract, the Contractor must complete and return Part A, attesting that it does not use coercion for labor or services as defined in section 787.06, F.S.

Part B: Provision of Commodities Produced by Forced Labor. If applicable, a member of the Contractor’s senior management must complete and return Part B.

By signing below, the Contractor agrees to include all relevant certification and assurance provisions (A–K) in any related subcontract agreements, as applicable; the Contractor certifies that the representations set forth in Sections A through K above are true and correct; and the Contractor attests that, if applicable, records related to the payment of dues or membership contributions by the Department will be made available for inspection, as stated above.

DocuSigned by: Max Rothman 02206EC13E6C479 Pres. & CEO		760 NW 107th Avenue, Suite 214
Signature and Title of Authorized Representative		Street Address
Alliance for Aging, Inc.	12/19/2025	Miami, FL 33172
Contractor	Date	City, State, Zip code

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ATTACHMENT IV

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average forty-five (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.

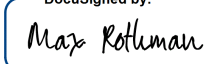
Note: Certain of these assurances may not be applicable to your project or program. If you have questions please contact the awarding agency. Further, certain federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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 CFR 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) Sections 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.

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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 sub-contracts.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4012a) 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 (42 U.S.C. §§ 4321 et seq.) 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 (42 U.S.C. § 300F et seq.); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (16 U.S.C. §§ 1531-1544).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 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, and the Archaeological and Historic Preservation Act of 1974 (54 U.S.C. §§ 300101-307108), and EO 11593 (identification and protection of historic properties).
14. Will comply with the National Research Act of 1974 (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 (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. § 4831(b)), 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 2 CFR Part 200.
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 DocuSigned by:  02208EC13E6C479	TITLE Pres. & CEO
APPLICANT ORGANIZATION Alliance for Aging, Inc.	DATE SUBMITTED 12/19/2025

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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:

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

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

6. Is an Assurance of Compliance on file with DOEA?

N/A YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is staff representative of the population?

N/A YES NO
☐ ☐ ☐

8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability?

N/A YES NO
☐ ☐ ☐

9. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability?

N/A YES NO
☐ ☐ ☐

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability?

N/A YES NO
☐ ☐ ☐

11. 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
☐ ☐ ☐

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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 ensure 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
☐ ☐

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

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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, sex, disability, and over the age of 40. 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, disability, and over the age of 40. 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, disability, and over the age of 40. Include the date that enrollment was counted.
 - a. 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.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. 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 Part 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. 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.
9. 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).
10. 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).
11. 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).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. 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.
13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement,

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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 of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).

14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired 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, and 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.
15. 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. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
 - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailled and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
20. Programs or 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 Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

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ATTACHMENT VI
CONTRACTOR'S STATE CONTRACT LIST

Contractor's State Contract List

REPORT PERIOD:
From:
To:

CONTRACTOR INFORMATION:

Name:		Phone:	
Address:		Email:	
FEID:		Contact:	

	Contract #	Contract/ Program Name	State Agency/ Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
Total									

SIGNATURE:		DATE:	
TITLE:			

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ATTACHMENT VII
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: Alliance for Aging, Inc.
 (Name of Employer)

Located at 760 NW 107th Avenue, Suite 214, Miami, FL 33172
 Street address City State Zip Code

Under penalty of perjury, I, Max Rothman,
 (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.

DocuSigned by:

Max Rothman12/19/2025

02206EC13E6C479...

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 VIII

CERTIFIED MINORITY BUSINESS SUBCONTRACTOR EXPENDITURES (CMBE FORM)

CMBE FORM MUST ACCOMPANY INVOICES SUBMITTED TO DOEA

CONTRACTOR NAME: _____

DOEA CONTRACT NUMBER: _____

*REPORTING PERIOD-FROM: _____ TO: _____
*(DATE RANGE OF RENDERED SERVICES, MUST MATCH INVOICE SUBMITTED TO DOEA)

DOEA CONTRACT MANAGER: _____

REPORT ALL EXPENDITURES MADE TO CERTIFIED MINORITY BUSINESS (SUBCONTRACTORS).

CONTACT DOEA CMBE COORDINATOR FOR ANY QUESTIONS, AT 850-414-2153.

<u>SUBCONTRACTOR NAME</u>	<u>SUBCONTRACTOR'S FEID</u>	<u>CMBE</u>	<u>EXPENDITURES</u>

DOEA USE ONLY -- REPORTING ENTITY (DIVISION, OFFICE, ETC)
SEND COMPLETED FORMS VIA INTEROFFICE MAIL TO: JUSTIN TAYLOR
CMBE COORDINATOR, CONTRACT ADMINISTRATION & PURCHASING, TALLAHASSEE, FLORIDA 32399-7000.

If unsure if subcontractor is a certified minority supplier, click on the hyperlink below. Enter the name of the supplier, click “search”. Only Certified Minority Business Entities will be displayed.

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<https://osd.dms.myflorida.com/directories>

INSTRUCTIONS

- (A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOEA CONTRACT.
- (B) ENTER THE DOEA CONTRACT NUMBER.
- (C) ENTER THE SERVICE PERIOD MATCHING THE CURRENT INVOICE'S SERVICE PERIOD.
- (D) ENTER ALL CERTIFIED MINORITY BUSINESS EXPENDITURES FOR THE TIME PERIOD COVERED BY THE INVOICE:
 - 1. ENTER CERTIFIED MINORITY BUSINESS NAME.
 - 2. ENTER THE CERTIFIED MINORITY BUSINESS FEID NUMBER.
 - 3. ENTER THE CERTIFIED MINORITY BUSINESS CMBE NUMBER.
 - 4. ENTER THE AMOUNT EXPENDED WITH THE CERTIFIED MINORITY BUSINESS FOR THE TIME PERIOD COVERED BY THE INVOICE.
- (E) MBE FORM MUST ACCOMPANY INVOICE PACKAGE SUBMITTED TO DOEA FINANCIAL ADMINISTRATION FOR PROCESSING.
- (F) FINANCIAL ADMINISTRATION WILL FORWARD ALL COMPLETED CMBE FORMS TO CONTRACT ADMINISTRATION & PURCHASING OFFICE.

ATTACHMENT IX

EXIHBIT 1

Form instructions for Total Compensation Paid to Non-Profit Personnel Using State Funds

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m), F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S., and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

- "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

- "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

- "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

The attached form will be used to document the compensation to non-profits using state funds.

This memorandum does not supersede the requirements outlined in Chief Financial Officer Memorandum No. 1.

If you have any questions, please call the Bureau of Auditing at (850) 413-5512.

FLORIDA ACCOUNTABILITY CONTRACT TRACKING SYSTEM (FACTS) REQUIREMENTS

Section (s.) 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the state entity shall post any documents submitted pursuant to s. 216.1366 F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

1. Are you a nonprofit organization as described in the in s. 215.97 (2)(m)?

☐ No

☒ Yes

If yes, move on to question 2. If no, this form is not applicable to you.

2. Are any of the Officers, as described above, or any member of the Board of Director paid with state funds under this contract?

☒ No

☐ Yes

If yes, please complete the DOEA Total Compensation Paid to Non-Profit Personnel Using State Funds attachment for each Individual this applies to.

If no, Please fill in the identifying information and certification statement on the attachment below.

Name: Stanley McNeese

Title: CFO

Date: 11/21/25

ATTACHMENT IX

DOEA Total Compensation Paid to Non-Profit Personnel Using State Funds

Name: Title: Agency Agreement/Contract # Total Contract Amount Contract Term:	Max B. Rothman	
	President and CEO	
	K7026	
	21,266,91	
	01/01/2026 - 12/31/2026	
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/ Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name: Stanley McNeese		
Signature: 		
Title: CFO		
Date: 11/21/2025		

ATTACHMENT IX

DOEA Total Compensation Paid to Non-Profit Personnel Using State Funds

Name: Title: Agency Agreement/Contract # Total Contract Amount Contract Term:	Stanley McNeese	
	Vice President for Finance / CFO	
	K7026	
	21,266,91	
	01/01/2026 - 12/31/2026	
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/ Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name: Stanley McNeese
 Signature: 
 Title: CFO
 Date: 11/21/2025

ATTACHMENT IX

DOEA Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	Karlene Peyton	
Title:	VP of Operations	
Agency Agreement/Contract #	K7026	
Total Contract Amount	21,266,91	
Contract Term:	01/01/2026 - 12/31/2026	
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/ Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:	Stanley McNeese	
Signature:		
Title:	CFO	
Date:	11/21/2025	

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ATTACHMENT X
ANNUAL ACTIVITY PLAN

Purpose: This plan outlines how the AAA intends to meet goals that support the prevention, identification, and response to elder abuse, neglect, and exploitation. It shall provide quarterly strategies to fulfill the deliverables described under OAA Title VII.

Instructions: In the spaces below, using the descriptions for each deliverable, add a few sentences of the strategies the AAA intends to make to meet the deliverables outlined in the contract that support the ANE Program.

DELIVERABLES

Public Service Announcement (PSA): The Coordinator will prepare one (1) Public Service Announcement (PSA) per quarter for broadcast or publication using the most effective medium for the target audience within the service area. The PSA will raise awareness of elder abuse, neglect, and exploitation (ANE) and promote prevention activities that engage elders, individuals, and organizations committed to elder issues.

Educational Outreach: The Coordinator will conduct six (6) Educational Outreach events per quarter to raise awareness of elder abuse, neglect, and exploitation by distributing Department-approved prevention materials at public venues, maintaining and restocking information at community sites, and providing educational presentations to seniors, caregivers, and the public through senior centers, social, health, and faith-based organizations. Outreach efforts will prioritize low-income, rural, and underserved areas by partnering with community organizations.

Professional/Paraprofessional Training: The Coordinator will conduct two (2) Professional and/or Paraprofessional Training sessions per quarter to educate caregivers, professionals, and paraprofessionals who work with or serve older adults on identifying, preventing, and reporting elder abuse, neglect, and exploitation. Trainings will enhance participants' knowledge of risk factors, reporting procedures, and available community resources, and may be delivered through in-person workshops, webinars, or collaborative sessions with partner agencies such as Adult Protective Services, law enforcement, Senior Medicare Patrol (SMP) or healthcare providers. Special emphasis will be placed on engaging professionals serving low-income, rural, and underserved older adult populations to ensure consistent awareness and response capacity across the service area.

Collaborative Relationship: The Coordinator will establish one (1) new Collaborative Relationship per quarter with community organizations or multidisciplinary groups to enhance elder abuse prevention services and strengthen community partnerships. These collaborations will promote coordinated efforts among agencies such as law enforcement, healthcare providers, faith-based organizations, and social service agencies to improve identification, reporting, and response to elder abuse, neglect, and exploitation.

World Elder Abuse Awareness Day (WEAAD): In recognition of World Elder Abuse Awareness Day (WEAAD), the Coordinator will host or sponsor at least one event or series of activities each year within two (2) weeks before or after the June 15 observance. These activities, conducted in addition to regular PSA and outreach initiatives, will raise public awareness about elder abuse, neglect, and exploitation, and promote prevention within the community. Possible activities include distributing information packets to professionals, sponsoring an Elder Abuse Prevention Summit, displaying outreach materials, purchasing public advertisements or radio airtime, producing awareness videos, or implementing other Department-approved initiatives. Events will emphasize community engagement and collaboration with providers, law enforcement, and the public.

Conference Call: The Coordinator (or designated representative) will participate in one (1) Conference Call per quarter to share updates, discuss program progress, and receive guidance on statewide elder abuse prevention initiatives. These calls promote consistency, collaboration, and the exchange of best practices among coordinators and partners. In the event the ANE Coordinator is unable to attend, a designated alternate staff member-previously briefed on current activities and priorities-will participate on their behalf, take detailed notes, and relay all relevant information to ensure program continuity and compliance with reporting and communication requirements.

(January 2026 – December 2026)

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ATTACHMENT X ANNUAL ACTIVITY PLAN – EXHIBIT 1

Quarter 1 (January - March)		
Deliverable Activity	Deliverable	Activity Plan Strategies
Public Service Announcement	1	
Educational Outreach	6	
Professional/Paraprofessional Trainings	2	
Collaborative Relationships	1	
Conference Call	1	
Quarter 2 (April - June)		
Deliverable Activity	Deliverable	Activity Plan Strategies
Public Service Announcement	1	
Educational Outreach	6	
Professional/Paraprofessional Trainings	2	
Collaborative Relationships	1	
Conference Call	1	
World Elder Abuse Awareness Day (WEAAD)	1	
Quarter 3 (July - September)		
Deliverable Activity	Deliverable	Activity Plan Strategies
Public Service Announcement	1	
Educational Outreach	6	
Professional/Paraprofessional Trainings	2	
Collaborative Relationships	1	
Conference Call	1	
Quarter 4 (October - December)		
Deliverable Activity	Deliverable	Activity Plan Strategies
Public Service Announcement	1	
Educational Outreach	6	
Professional/Paraprofessional Trainings	2	
Collaborative Relationships	1	
Conference Call	1	

ATTACHMENT XI
QUARTERLY ACTIVITY MODULE

I. Outreach and Publicity (please use additional sheets as necessary to document outreach and publicity)

A. Public Service Announcement and Other Media Outreach

The Coordinator will prepare for broadcast or publication, by the most effective medium for the target audience within the planning and service area (PSA) served by contractor's area, a minimum is reflected in Attachment XII for public service announcement(s) each quarter to raise awareness of elder abuse, neglect and exploitation and prevention activities, which elders, individuals and organizations committed to elders and their issues.

	Date(s) of air/publication	Media Type	Audience	Outcomes (circulation numbers)	Narrative Description
1					
2					
3					
4					
5					

I. Outreach and Publicity (please use additional sheets as necessary to document outreach and publicity)

B. Educational Outreach (Jan-Mar)

Conduct a minimum that is reflected in Attachment XII for educational outreach events, which may include:

- i. Distribution of department approved elder abuse prevention and crime prevention materials at exhibits, festivals, health fairs and other forums or public places.
- ii. Ensuring prevention and related educational information is regularly maintained and restocked at libraries, medical offices, senior centers, senior social organizations, health and faith-based organizations, or other public places in the service area which are likely to be frequented by target populations.
- iii. Formal and informal educational presentations to the public, including seniors, in forums such as senior centers, senior social organizations, health and faith-based organizations.

	Date	Location	Outcomes (number of seniors served)	Narrative Description
1			Total #	0
			Direct:	
			Indirect:	
			Minority:	
			Rural:	
			Low Income:	
2			Total #	0
			Direct:	
			Indirect:	
			Minority:	
			Rural:	
			Low Income:	
3			Total #	0
			Direct:	
			Indirect:	
			Minority:	
			Rural:	
			Low Income:	
4			Total #	0
			Direct:	
			Indirect:	
			Minority:	
			Rural:	
			Low Income:	

II. Training

Coordinate or provide a minimum that is reflected in Attachment XII of training sessions each quarter for professionals or paraprofessionals who work with or have the capacity to work with older adults.

	Date	Topic	Location	Curriculum Used & Presenter	Outcomes	Narrative Description
1				Select One		
2				Select One		
3				Select One		
4				Select One		
5				Select One		
6				Select One		
7				Select One		
8				Select One		
9				Select One		

III. Development of Collaborative Relationships with Community Organizations and Multidisciplinary Groups

Work to form a **minimum of one (1) or more** new collaborative relationship with community organizations and multidisciplinary groups each quarter in order to augment abuse prevention services and activities and strengthen ties among community groups. Document status of new collaborative relationships. Document status of existing collaborative relationships. Seek state and/or federal grants.

	New or Existing	Contact	Organization	Meeting Dates	Narrative Description
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

1 Outreach and Publicity Barriers and Concerns:

2 Training Barriers and Concerns:

3 Development of Collaborative Relationships with Community Organizations and Multidisciplinary Groups Barriers and Concerns:

V. Success Stories	
1 Outreach and Publicity Success Story:	
2 Training Success Story:	
3 Development of Collaborative Relationships with Community Organizations and Multidisciplinary Groups Success Story:	
Percentage of time worked on Elder Abuse Prevention:	

(January 2026 – December 2026)

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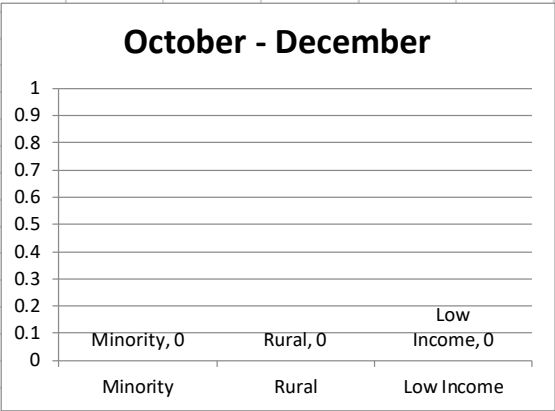
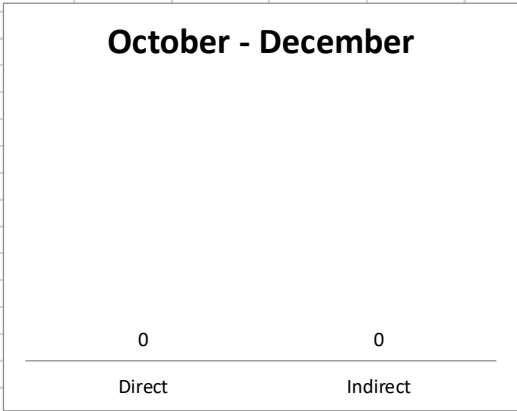
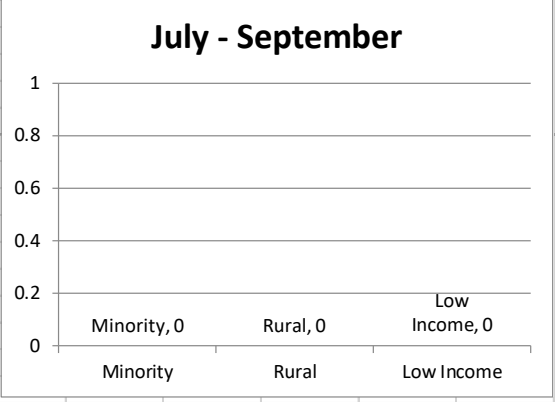
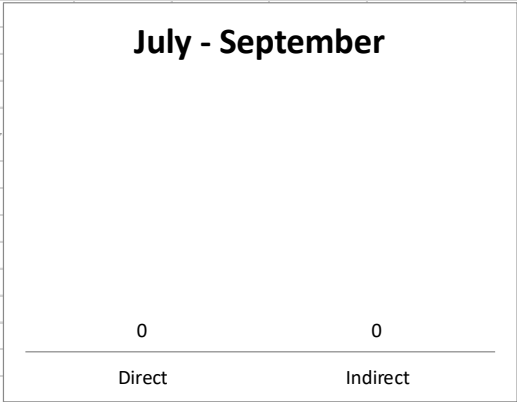
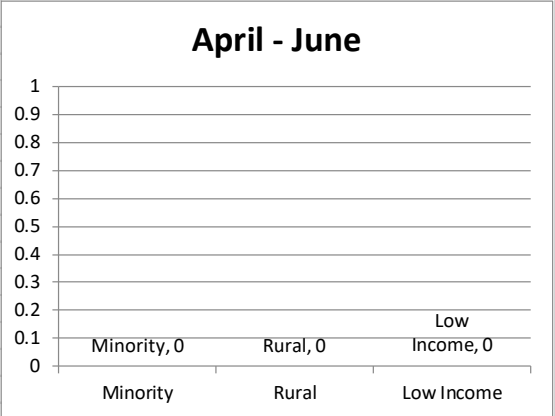
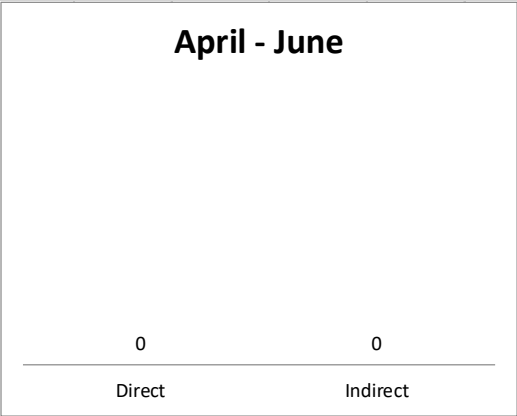
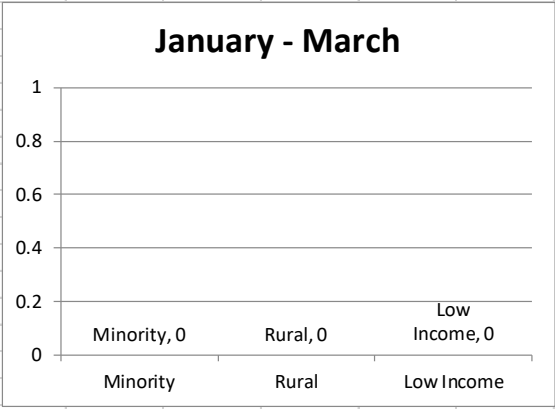
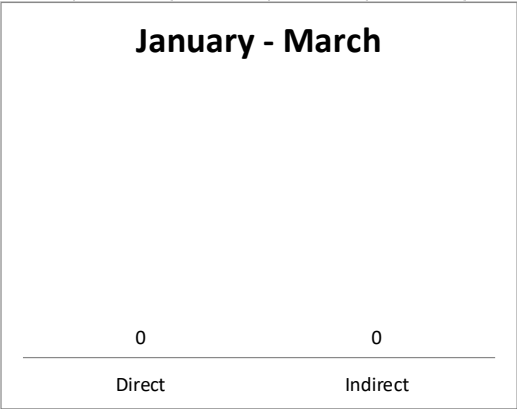
ATTACHMENT XII

ACTUAL OUTCOMES MODULE

Projected							Actual						
January - March							January - March						
Event/Activity	# of Events	# of Seniors Served					Event/Activity	# of Events	# of Seniors Served				
		Direct	Indirect	Minority	Rural	Low Income			Direct	Indirect	Minority	Rural	Low Income
Public Service Announcements	Not required						Quarterly Conference Call						
Educational Outreach Events							Public Service Announcements						
Training for Professionals							Educational Outreach Events		0	0	N/A	N/A	N/A
Total Number of Persons Served							Training for Professionals						
Collaborations Formed							Total Number of Persons Served		0	0	0%	0%	0%
# of Volunteers Utilized							Collaborations Formed						
							# of Volunteers Utilized						
April - June							April - June						
Event/Activity	# of Events	# of Seniors Served					Event/Activity	# of Events	# of Seniors Served				
		Direct	Indirect	Minority	Rural	Low Income			Direct	Indirect	Minority	Rural	Low Income
Public Service Announcements	Not required						Quarterly Conference Call						
Educational Outreach Events							Public Service Announcements						
Training for Professionals							Educational Outreach Events		0	0	N/A	N/A	N/A
Total Number of Persons Served							Training for Professionals						
Collaborations Formed							Total Number of Persons Served		0	0	0%	0%	0%
# of Volunteers Utilized							Collaborations Formed						
							# of Volunteers Utilized						
July - September							July - September						
Event/Activity	# of Events	# of Seniors Served					Event/Activity	# of Events	# of Seniors Served				
		Direct	Indirect	Minority	Rural	Low Income			Direct	Indirect	Minority	Rural	Low Income
Public Service Announcements	Not required						Quarterly Conference Call						
Educational Outreach Events							Public Service Announcements						
Training for Professionals							Educational Outreach Events		0	0	N/A	N/A	N/A
Total Number of Persons Served							Training for Professionals						
Collaborations Formed							Total Number of Persons Served		0	0	0%	0%	0%
# of Volunteers Utilized							Collaborations Formed						
							# of Volunteers Utilized						
October - December							October - December						
Event/Activity	# of Events	# of Seniors Served					Event/Activity	# of Events	# of Seniors Served				
		Direct	Indirect	Minority	Rural	Low Income			Direct	Indirect	Minority	Rural	Low Income
Public Service Announcements	Not required						Quarterly Conference Call						
Educational Outreach Events							Public Service Announcements						
Training for Professionals							Educational Outreach Events		0	0	N/A	N/A	N/A
Total Number of Persons Served							Training for Professionals						
Collaborations Formed							Total Number of Persons Served		0	0	0%	0%	0%
# of Volunteers Utilized							Collaborations Formed						
							# of Volunteers Utilized						

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ATTACHMENT XIII
INVOICE SCHEDULE/UNIT RATE

Quarter One - Invoice Due		4/13/2026	
		Number of Deliverables	Cost
Conference Call	1/9/2026	1	\$20.00
Public Service Announcement (Media)		1	\$125.00
Education Outreach		6	\$2,600.00
Professional Training		2	\$1,914.00
Collaboration		1	\$20.00
Annual Work Plan		1	\$50.00
		Quarter Total	\$4,729.00

Quarter Two - Invoice Due		7/13/2026	
		Number of Deliverables	Cost
Conference Call	4/10/2026	1	\$20.00
Public Service Announcement (Media)		1	\$125.00
Education Outreach		6	\$2,600.00
Professional Training		2	\$1,914.00
Collaboration		1	\$20.00
World Elder Abuse Awareness Day		1	\$2,500.91
		Quarter Total	\$7,179.91

Quarter Three - Invoice Due		10/12/2026	
		Number of Deliverables	Cost
Conference Call	7/10/2026	1	\$20.00
Public Service Announcement (Media)		1	\$125.00
Education Outreach		6	\$2,600.00
Professional Training		2	\$1,914.00
Collaboration		1	\$20.00
		Quarter Total	\$4,679.00

Quarter Four - Invoice Due*		1/08/2027	
		Number of Deliverables	Cost
Conference Call	10/09/2026	1	\$20.00
Public Service Announcement (Media)		1	\$125.00
Education Outreach		6	\$2,600.00
Professional Training		2	\$1,914.00
Collaboration		1	\$20.00
		Quarter Total	\$4,679.00

CONTRACT/PO TOTAL: \$21,266.91
Total Contract/PO Amount for 2025 should total*: **\$21,266.91**

Recommended minimum per quarter:

1. Conference Call - 1
2. Public service announcements - 1
3. Education / Outreach events - 6
4. Professional trainings - 2
5. Collaborations - 1
6. World Elder Abuse Awareness Day (events held on or around June 15 - 2nd quarter)

*Final contract amount may vary due to budget changes during the contract year

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ATTACHMENT XIV

REQUEST FOR FIXED PRICE/DELIVERABLE REIMBURSEMENT

RECIPIENT NAME, ADDRESS, PHONE# and FEID _____		CONTRACT NUMBER _____		COVERED PERIOD: From _____ To _____ REPORT # _____ INVOICE # _____ PSA # _____
		CONTRACT AMOUNT _____		
		CONTRACT PERIOD: FROM _____ TO _____		
DELIVERABLE/ REPORT #	DELIVERABLE/ FIXED PRICE AMOUNT	AMOUNT REQUESTED	AMOUNT PAID YEAR TO DATE	CONTRACT BALANCE
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
			0	0
TOTAL FUNDS REQUESTED THIS PERIOD:			0	
NUMBER OF UNITS / CLIENTS SERVED: _____				
LIST ACTIVITIES / SERVICES PROVIDED (attach additional sheet if necessary):				
MATCH: (If Applicable) Local Match: _____ In-Kind : _____				
I certify that this report is a true and correct reflection of this period's activities, as stipulated by this contract.				
PREPARED BY _____		TITLE _____		DATE _____
APPROVED BY _____		TITLE _____		DATE _____

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**ATTACHMENT XV
ANE SIGN IN SHEET**

Date: _____ **Page** ____ **of** ____

Training Course: _____

Presenter: _____

Venue: _____

Event Contact Name: _____

Event contact info (email/phone number): _____

Abuse, Neglect and Exploitation Prevention

Presentation and material(s) approved by DOEA? Yes ___ No ___

Print or Sign Name		Print or Sign Name	
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	