

RESOLUTION 2025-R-44

*Authorizes the execution of a Senior Center Contract with
Community Partnership of Alabama, Inc., acting in its capacity as the
United Way Area Agency on Aging for Jefferson County*

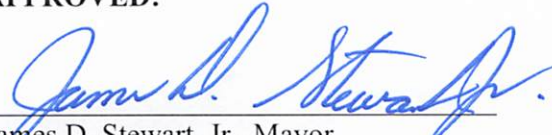
BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute a Senior Center Contract with Community Partnership of Alabama, Inc., acting in its capacity as the United Way Area Agency on Aging for Jefferson County, in substantially in the form attached hereto as Exhibit A for a program at the Irondale Senior Activity Center.

ADOPTED & APPROVED: This 4th day of March, 2025.



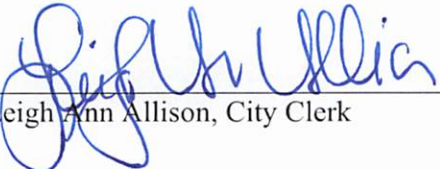
David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

ATTESTED:



Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 4th day of March, 2025, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

Exhibit A

SENIOR CENTER CONTRACT

This Contract is made and entered into by and between Community Partnership of Alabama, Inc., acting in its capacity as the United Way Area Agency on Aging for Jefferson County (“UWAAA”) and City of Irondale, Alabama (the “Contractor”) and is effective April 1, 2025.

UWAAA desires to have a senior center for older adults in the area described in Section E of this Contract, and Contractor desires to operate a senior center in that area. Accordingly, UWAAA and Contractor agree as follows:

A. TERM

The term of this Contract shall begin on April 1, 2025 and shall terminate on September 30, 2025 unless terminated earlier pursuant to Section Q below and subject to the next two sentences. If the Contractor is a for-profit entity (i.e., if it is not exempt from federal income tax), then this Contract shall not become effective unless it is approved by the Alabama Department of Senior Services (“ADSS”); such approval shall be deemed effective as of April 1, 2025. UWAAA also has the option of renewing or extending this Contract for up to four successive one-year terms by providing written notice of such extension to Contractor at least 30 days prior to the beginning of the next one-year term or on such other terms as the parties may agree.

B. SCOPE OF SERVICES

The Contractor shall operate a senior center program, including a meal home-delivery service if applicable and included in Attachment A, and shall perform and carry out the services described in Attachment A, “Scope of Services,” attached to this Contract, in compliance with the requirements of this Contract, Title III of the Older Americans Act of 1965, as amended, and related regulations and requirements of the federal Administration on Aging and ADSS.

C. SERVICES PROVIDED BY UWAAA.

UWAAA shall deliver or arrange delivery of meals to be ordered by Contractor according to procedures and requirements established by UWAAA and ADSS. UWAAA shall also conduct training for senior center staff as may be required and coordinate programming and reporting for all Jefferson County senior centers. Senior center programming is subject to availability of funds, and no particular amount for Contractor is guaranteed by this Contract.

D. CONTRIBUTIONS

1. The Contractor shall:
 - a. provide each recipient with an opportunity to voluntarily contribute to the cost of services provided;
 - b. clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - c. protect the privacy and confidentiality of each recipient with respect to the recipient’s contribution or lack of contribution; and
 - d. establish appropriate procedures to safeguard and account for all contributions.

2. The Contractor may solicit such contributions, but only if the method of solicitation is non-coercive. The Contractor shall not means test for any service for which contributions are accepted or deny services to any individual who does not contribute. The Contractor and UWAAA agree that any contributions received must be spent to expand the service that generates the donation.
3. The Contractor shall ensure contributions collected from participants are reported to UWAAA in accordance with procedures established by UWAAA and described in Section G below. The amount of such contributions collected in the prior month shall be remitted to UWAAA each month in a form and on a schedule agreed upon by Contractor and UWAAA. Contributions remitted to UWAAA must be used by UWAAA to benefit senior centers and senior center programs. In the absence of an alternative form or schedule for payment of contributions, UWAAA shall withdraw, by bank draft or electronic funds transfer, the amount of the reported contributions from Contractor's bank account as follows: UWAAA shall notify Contractor of the withdrawal amount on the 20th of each month and shall withdraw such amount from Contractor's checking account on the 1st of the following month (or next business day). Contractor is responsible for any fees for non-sufficient funds or similar fees.

E. SITE OPERATION

1. The Irondale Senior Activity Center will be located at 5313 Beacon Drive, Irondale, AL 35210.
2. The Contractor shall provide an accessible senior center including a kitchen and restrooms. All areas must be clean, pleasant and meet all requirements of local health and building codes and the ADSS Alabama Elderly Nutrition Program Manual ("ENP Manual").
3. The Contractor shall provide sufficient resources, including funds available in case of shortages or substitutions of supplies or food, and technology and equipment necessary for the efficient operation of the senior center.

F. STAFF AND TRAINING

1. The Contractor shall employ a Senior Center Manager to work at least five hours per day at the center, Monday-Friday, and not perform other jobs or services during such time working for the senior center. The Center Manager shall be present at the senior center or available via telephone by a staff member at the center if off-site and performing services related to the center.
2. Contractor shall give notice to UWAAA within 24 hours of any change in employment status of the Senior Center Manager (e.g., termination, resignation, replacement).
3. The Contractor shall be responsible for training the staff in their responsibilities as employees of the Contractor and with respect to Contractor regulations and procedures for emergencies and other matters listed in Contract Assurances attached at Exhibit 1 hereto.
4. The Contractor will ensure that senior center personnel will participate in required training events sponsored by UWAAA and ADSS, including a monthly Training and Coordination Meeting and Orientation for Center Managers (a staff member or volunteer should attend the monthly Manager meeting if the Senior Center Manager cannot attend).

- Failure to have a representative attend two consecutive training events without advance notice to UWAAA shall be considered a Default under Section K below.
5. The Contractor will provide an adequate number of staff and volunteers to carry out nutrition and supportive services. Further, the Contractor will ensure that personnel comply with all requirements of the program and complete all necessary trainings related to safe food handling.
 6. The Center Manager shall recruit, train, and supervise an effective and active volunteer force in compliance with the Volunteer requirements of Exhibit 1, Contract Assurances, hereto.
 7. The Contractor will ensure that in the absence of the Center Manager, trained volunteers or another center employee will supervise the center and ensure the program guidelines are followed.
 8. The Center Manager may delegate or designate another staff member to perform any duty or activity required under this Contract or the ENP Manual, including signing on the Center Manager's behalf, when the Center Manager is not present or otherwise unavailable. Delegates must be submitted, in writing, to UWAAA.

G. DATA AND RECORDS

1. Weekly. The Contractor shall maintain records and submit to UWAAA weekly, by close of business each Monday, the following reports covering the previous week:
 - a. Daily Attendance Sheets (1 for each week day, AAA-NP.002)
 - b. Ineligible Meal Count (Requires 2 Signatures, AAA-NP.003)
 - c. Weekly Contribution Accounting Receipt (Requires 2 Signatures, AAA-NP.004)
 - d. UWAAA-Weekly Timesheet (AAA-NP.005)
2. Monthly The Contractor shall maintain records and report to UWAAA by the 5th day of the next month on the following:
 - a. Title III enrollment and annual reenrollment forms for all clients. Note: for senior center staff that enter their own enrollments into myADSS, all enrollments for the previous month must be entered by the 10th day of the next month.
 - b. Total units of meals served and recorded on myADSSlog
 - c. Total units of each supportive service delivered and reported on the myADSS supportive service log
 - d. Title III- Monthly Report of Senior Center Expenditures (AAA-NP.008)
 - e. Monthly Check Register (AAA-NP.009)
3. The Contractor shall ensure that a record of attendance is maintained that accurately reflects the attendance of the senior center each day. All participants at the senior center are required to sign a daily attendance log. If a participant cannot sign his or her name, the participant may make an "X". The Center Manager or other staff member will subsequently write "for" and list the participants' name followed by the initials or signature of the person making this entry. These daily records of attendance are considered legal documents and must be maintained for a minimum of three years or longer if directed by UWAAA.
4. The Contractor shall keep information and records confidential as required by the Confidentiality and HIPAA Compliance clauses of Exhibit 1, Contract Assurances, hereto. All Area Agencies on Aging, including UWAAA, must ensure no personal client information be released to anyone without the express written permission of the client or

their legal guardian or caregiver. Contractor shall cooperate with UWAAA in protecting the privacy of clients and the confidentiality of their personal information. Contractor may address related questions and concerns to the Nutrition Coordinator of UWAAA.

5. The Contractor shall maintain such records and accounts, including property, personnel, payroll, and financial records, as are deemed necessary by UWAAA and ADSS to assure a proper accounting for all project funds, including both federal and non-federal matching funds expended. These records shall be retained for three years from the date of submission of the final Expenditure Report under this Contract. All pertinent case records for clients must also be maintained. All records related to this Contract shall be available for inspection as described in the Access to Records and Monitoring clause of Exhibit 1, Contract Assurances, hereto.

H. MATCH

UWAAA is required to demonstrate that the senior centers meet certain match requirements of 10% of the value of the goods and services received funded by the Older Americans Act. Accordingly, Contractor agrees to document its expenditures or other contributions to the senior center, including cash or in-kind services, in the forms described in Section G above. UWAAA and Contractor agree to work together to ensure the match requirements are met, which may involve reducing the amount of meals or other services or programming provided to or for the benefit of Contractor in the case of insufficient match.

I. INELIGIBLE CONGREGATE MEAL

The Contractor agrees to reimburse UWAAA at the then current State certified meal rate for meals deemed ineligible. A meal becomes ineligible when it is not served to an eligible participant as defined in Attachment A hereto. Contributions received by the Contractor pursuant to Section D above may not be used to reimburse UWAAA for ineligible meals; ineligible meals and contributions must each be reported to UWAAA separately. The Contractor shall reimburse UWAAA for ineligible meals in accordance with procedures established by UWAAA, which includes UWAAA initiating a draft or electronic funds transfer from Contractor's checking account to UWAAA. UWAAA will notify contractor of the withdrawal amount on the 20th and the transfer will occur on the 1st of the following month.

To minimize ineligible meals, the Center Manager shall maintain a list of people to call to fill a meal slot on short notice. The list shall have the name, address, telephone number, and available days to participate. These persons are contacted whenever there are cancellations and asked to "fill in".

J. EVALUATIONS

The Contractor agrees that UWAAA and ADSS may carry out monitoring and evaluation activities, including site visits, as determined necessary by UWAAA and the ADSS. UWAAA will provide monitoring reports as part of the evaluation process. Unsatisfactory reports may result in measures described in the next paragraph.

K. DEFAULTS

If Contractor is more than 30 days late in meeting the reporting deadlines described in Section G above or the payment deadlines described in Sections D or I above, or if a site visit or other evaluation results in a finding of failure to meet UWAAA or ADSS standards or requirements, then UWAAA may declare a Default. In case of Default:

1. UWAAA shall send Contractor written notice of the Default. This notice shall describe the Default and request a written response or corrective action plan within 14 days and that the Default be cured within 30 days.
2. If the Default remains uncured 30 days after Contractor receives the notice and Contractor has not demonstrated a plan to cure such Default, then UWAAA may:
 - a. Notify Contractor in writing on the continuing Default and potential consequences of a continuing Default, including termination of this Contract and reallocation of meals and services;
 - b. Conduct an onsite site visit, to review both the circumstances concerning the Default and other operations of Contractor; and
 - c. Notify ADSS of the continuing Default.
3. If the Default remains uncured 30 days after the notice described in Subsection 2.a. above, UWAAA, at its option, may terminate this Contract or reduce the number of meals or services provided to Contractor.
4. Notwithstanding anything to the contrary in this Contract, if at any time UWAAA determines that the Default (a) may endanger the health and safety of UWAAA or Contractor clients or (b) involves fraud or misuse of federal funds or goods and services funded by federal funds, then UWAAA may terminate this agreement immediately.
5. No failure by UWAAA at any time to give notice of any Default or require compliance with, any condition or provision of this Contract shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

L. SUB-CONTRACTS

None of the work or services covered by this Contract will be sub-contracted without prior approval by UWAAA and the ADSS.

M. INDEMNIFICATION/LIABILITY/INSURANCE

To the extent permitted by law, the Contractor hereby agrees that it will indemnify and save harmless UWAAA against any and all liability, loss, damage, cost or expenses which may be incurred (1) by reason of any service recipient suffering personal injury, death or property loss or damage either while participating in or receiving services to be furnished under this agreement, (2) by reason of any service recipients causing injury to another person or damage to the property of another person at any time, place, or location or in any matter related to services to be furnished under this grant agreement, (3) by reason of any person suffering any personal injury, death, or property loss or damage caused by any officer, agent, employee or volunteer of the Contractor, or (4) by reason of any of the aforementioned personnel suffering injury, death or property loss or damage during working hours or at any time, place or location, or in any matter related to services to be furnished under this grant agreement. The Contractor will assure that adequate insurance coverage is maintained with regard to all Older Americans Act programs and as required by Exhibit 1, Contract Assurances, hereto. Notwithstanding the foregoing, if Contractor is a government entity or unit, then (a) Contractor does not waive any immunity it may possess under Alabama law, and (b) Contractor is required to maintain insurance coverage

with respect to the center of the types and to the extent Contractor ordinarily maintains for public facilities in its jurisdiction or under its control.

N. CONFLICT OF INTEREST

The Contractor assures that the integrity and public purpose of services provided under this agreement will be maintained and that it will comply with the Conflict of Interest clause in Exhibit 1, Contract Assurances, hereto. The Contractor shall have a mechanism in place to detect and remove any conflict of interest.

O. CERTAIN OTHER REQUIREMENTS

By signing and submitting this Contract, the Contractor certifies and warrants its compliance with the clauses, certifications, or representations contained in Exhibit 1, Contract Assurances, hereto, including but not limited to:

1. Certification Regarding Lobbying
2. Non-Discrimination and Equal Opportunity Requirements
3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
4. Certification Regarding Drug-Free Work-Place Requirements
5. Trafficking Victims Protection Act
6. Whistleblower

P. GRIEVANCE PROCEDURE

The Contractor shall institute a grievance procedure to ensure that aggrieved clients have appropriate recourse. The procedure shall be publicized to staff and clients.

Q. TERMINATION OF CONTRACT

Either party may terminate this agreement with thirty (30) days written notice prior to termination. This Contract may also be terminated as provided in Section K above. In the event of termination, all property, finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of UWAAA, become the property of UWAAA except that Contractor may maintain a copy of any such items if required by law.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their officials thereunto duly authorized. Signature below is acknowledgement and acceptance of all the conditions and requirements of the Contract as described herein.

FOR THE CONTRACTOR:

FOR UWAAA:

CITY OF IRONDALE, ALABAMA

**COMMUNITY PARTNERSHIP
OF ALABAMA, INC.**

Signed: James D. Stewart, Jr.

Signed: _____

Name: James D. Stewart, Jr. _____

Name: _____

Title: Mayor _____

Title: _____

Date: 3/11/2025

Date: _____

**Exhibit 1 – Contract Assurances
Attachment A – Scope of Services**

Certifications, Assurances and Requirements – UWAAA Contractors

These assurances, certifications, and requirements are required by ADSS for all AAA contractors and subcontractors. Where a requirement or authority below is described as “as applicable,” the intent is to apply such requirement or authority as is made applicable by that requirement or authority itself, and not to make such requirement or authority applicable in a manner that it would not otherwise be. For example, a regulatory requirement that applies to “subrecipients” would not apply to Contractor if Contractor is considered a “contractor” or “subcontractor” and not a “subrecipient” under the applicable regulatory definitions. Unless context requires otherwise, “Applicant” in the following refers to Contractor.

The below-named Contractor assures and certifies that:

1. **Administrative and Fiscal Procedures**. Contractor will abide by the following financial and administrative procedures and guidance documents as applicable:
 - a. U.S. Department of Health and Human Services, Administration on Aging, Office of Management, Grants Management Division, AoA Fiscal Guide, OAA, Titles III and VII, 04/2004;
 - b. Generally Accepted Accounting Principles, GAAP;
 - c. Code of Alabama 1975, Title 41, Chapter 16, Article 2, State Bid Laws;
 - d. 45 CFR, Part 1321 – Grants to State and Community Programs on Aging, Authority: 42 U.S.C. 3001 et seq.; Title III, Older Americans Act, as amended;
 - e. 45 CFR, Part 75- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards;
 - f. Open Meetings Act; Code of Alabama 1975, section 36-25A-1 et seq.

2. **ACL Standard Terms**. Contractor shall abide by the FFY 2023 Standard Administrative Terms for ACL/Mandatory/Formula Awards applicable to contractors or subcontractors, available at: <https://acl.gov/sites/default/files/grants/FFY2023-Standard-Administrative-Terms-for-ACL-Mandatory-Formula.pdf>, which are hereby incorporated by reference. These terms include:
 - a. Prohibition on certain telecommunications and video surveillance services or equipment
 - b. Salary Limitation
 - c. Gun Control
 - d. Restriction on Distribution of Sterile Needles
 - e. Anti-Lobbying
 - f. Trafficking Victims Protection Act
 - g. Security and Privacy
 - h. Whistleblower Protections
 - i. Antidiscrimination

3. **HHS Policy Statement**. Contractor also agrees to abide by all applicable provisions of the HHS Grants Policy Statement (<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>). The applicable provisions are listed in a chart beginning on Page II-3 and are hereby incorporated by reference. These provisions include provisions concerning:
 - a. Age Discrimination Act of 1975

- b. Civil Rights Act of 1964 (Title VI)
 - c. Controlled Substances
 - d. Education Amendments of 1972 (Title IX)
 - e. Health Insurance Portability and Accountability Act (HIPAA) – if Contractor is a covered entity
 - f. Public Health Security and Bioterrorism Preparedness and Response Act
 - g. Rehabilitation Act of 1973
 - h. Restriction on Abortions
 - i. Restriction on Distribution of Sterile Needles
 - j. U.S. Flag Air Carriers
 - k. USA PATRIOT Act
4. **Marriage**. Contractor shall recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes the marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.
5. **Voluntary Contributions**. Contractor:
- a. Shall provide each older person with an opportunity to voluntarily contribute to the cost of the service;
 - b. Shall protect the privacy of each older person with respect to his or her contributions;
 - c. Shall establish appropriate procedures to safeguard and account for all contributions;
 - d. Shall use any such contributions to expand the services funded by the contract.
 - e. May develop a suggested contribution schedule for services provided. In developing a contribution schedule, the provider shall consider the income ranges of older persons in the community and the provider's other sources of income. However, means tests may not be used for any service supported with funds under this contract.
 - f. May not deny any older person a service because the older person will not or cannot contribute to the cost of the service.
6. **Disaster Response**. Contractor must have established written emergency protocols for weather emergencies, both responding to disaster and undertaking appropriate activities to assist victims to recover from disaster, depending upon the resources and structures available.
7. **Insurance Coverage**. AAA and any subcontractor shall have sufficient insurance to indemnify loss of federal, state and local resources due to casualty, fraud, or employee theft. All buildings equipment, supplies, and other property purchased in whole or in part with funds awarded are to be covered with sufficient insurance to reimburse the program for the fair market value of the asset at the time of loss. The following types of insurance are required:
- Worker's compensation
 - Unemployment
 - Property and theft coverage (including employee theft)
 - Fidelity bonding (for persons handling cash)

- No-fault vehicle insurance (for applicant owned vehicles)
- General liability and hazard insurance (including facilities coverage)

The following types of insurance are recommended for additional protection:

- Insurance to protect the programs from claims against program drivers and/or passengers
- Professional liability (individual and corporate)
- Umbrella liability
- Errors and Omissions insurance for Board Members
- Special multi-peril

8. **Volunteers.** If Contractor utilizes volunteers, it must have a written procedure governing the recruiting, training, supervising, and management of volunteers consistent with the procedure utilized for paid staff. Volunteers shall receive written position description, orientation training, and a yearly performance evaluation, as appropriate.
9. **Staffing.** Contractor shall employ competent and qualified personnel sufficient to provide services. Each program shall be able to demonstrate an organizational structure including established lines of authority. Prior to employment or engagement, all potential employees must be subjected to a statewide criminal background check. No person with a felony conviction may be hired. The safety and security of program clients must be paramount in such considerations to employ those working with any program described in this agreement.
10. **Orientation and Training Participations.** All incoming program staff must receive orientation training that includes, at a minimum, introduction to the program, the aging network, maintenance of records and HIPAA compliance, the aging process, ethics, and emergency procedures. Issues addressed under the aging process may include though are not limited to, cultural diversity, dementia, cognitive impairment, mental illness, abuse, and exploitation.
Program staff and subcontractor staff are encouraged, and in some cases required, to participate in relevant ADSS sponsored training workshops, as well as any training done by the AAA, as appropriate. Records that detail dates of training, attendance, and topics covered are to be maintained, as well as noted in employee and volunteer files. Some training expenses may be allowable costs against grant funds per grant agreements.
11. **Access To Records and Monitoring.** At any time during normal business hours, and as often as ADSS may deem necessary for purposes of monitoring and evaluation, the AAA and any subcontractor shall make available to ADSS, the Alabama Department of Examiners of Public Accounts, the Comptroller General or any other authorized designee all records with respect to matters covered by this grant agreement and will permit ADSS or those authorized designees to audit, examine, investigate, or extract excerpts from invoices, materials, documents, papers, records, or other data relating to matters covered by a grant agreement.
12. **HIPAA Compliance.** The AAA and any subcontractor shall comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any implementing regulations as adopted. Therefore, all parties agree that this section satisfies HIPAA's

requirement for a “business associate agreement” between a covered entity and business associate and applies to PHI provided to or received from the Contractor in electronic, handwritten, typed or digital formats, stored in either magnetic or optical media that is used or disclosed as agreed upon.

13. **Copyright.** As a term and condition of a grant award under 45 CFR 75, the HHS grant-awarding agency will retain a royalty-free, nonexclusive, irrevocable license to reproduce, publish, or otherwise use and authorize others to use, for Federal government purposes, the copyright in any work developed under the grant, or a sub grant or subcontract, and in any rights to a copyright purchased with grant support.
14. **Mandatory Disclosures.** The AAA, Contractor, and any subcontractor are required to notify ADSS in writing of all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this federal award.
15. **Debarment.** Contractor certifies it is not barred from bidding for or entering into this agreement and the Contractor acknowledges that ADSS may declare the agreement void if the certification completed is false. Contractor certifies as a lower-tier participant as follows:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal, the prospective lower tier participants, as defined in 2 CFR Part 180, certify to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- b. Where the prospective lower tier participants are unable to certify to any of the above, such prospective participants shall attach an explanation to this proposal.

The prospective lower tier participants further agree by submitting this proposal that they will include this clause entitled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion –Lower Tier Covered Transactions,” without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

16. **Immigration Law Compliance.** By signing this agreement, Contractor affirms for the duration of the agreement that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision it shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. Contractor hereby certifies compliance with the requirements of §31-13-9(a) and (b), Code of

Alabama 1975, as amended, and has provided proper documentation to ADSS. This shall apply to any subcontractor hired by Contractor, as well.

17. **Confidentiality.** Contractor and AAA shall treat all information, and information relating to individuals that is obtained by or through its performance under the agreement, as confidential information to the extent confidential treatment is provided under State and Federal laws and regulations. Contractor and AAA shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and rights under this agreement. No information about an older person, or obtained from an older person by a service provider or the State or area agencies, may be disclosed by the provider or agency in a form that identifies the person without the informed consent of the person or of his or her legal representative, unless the disclosure is required by court order, or for program monitoring by authorized Federal, State, or local monitoring agencies.

18. **Additional Responsibilities.** Contractor shall:

- a. Provide the area agency, in a timely manner, with statistical and other information which the area agency requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State under 45 CFR § 1321.13;
- b. attempt to provide services to low-income minority individuals at least in proportion to the number of low-income minority older persons in the population serviced by the provider;
- c. With the consent of the older person, or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger; and
- d. Assist participants in taking advantage of benefits under other programs.

19. **Conflict of Interest Clause.** Contractor covenants that it presently has no interest and shall have no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further covenants that in the performance of this agreement, no person having such interest shall be employed. Contractor further covenants that it shall prevent any unlawful benefits from accruing to individuals associated with the contractor as a result of the contract.

20. **Civil Rights Certification.**

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH
AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964

Contractor HEREBY AGREES THAT it will comply with the Title VI of the Civil Rights Act of 1964 (P.L. 88-352). 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. Contractor HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

21. ADA Certification.

**ASSURANCE ON COMPLIANCE WITH THE U.S. DEPARTMENT OF JUSTICE
AMERICANS WITH DISABILITIES ACT**

Contractor **HEREBY AGREES** that it will comply with Title II of the Americans with Disabilities Act, 1988 signed into law in 1990 by President George Bush (Federal Register July 26, 1991) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice pursuant to Title II, to the end that, in accordance with Title II of the Act and the Regulations, no qualified individual with a disability in the United States shall be discriminated against or excluded from participation in or the benefits of the services, programs, or activities for which the Grantee received Federal financial assistance from the department (hereinafter called the "Grantor"), and hereby **GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement. Furthermore, no qualified individual with a disability shall, because of inaccessible or unusable facilities of a public entity, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity or be subject to discrimination by any public entity.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Grantee by the Grantor, this assurance shall obligate the Grantee, or in the case of any transfer of such property, any transferee, for the period during

which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Grantee by the Grantor including installment payments after such date on account of applications for Federal financial assistance were provided before such date. The Grantee recognizes and agrees that such assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, its successors, transferees, and assignees, and the person or person whose signature(s) appear below are authorized to sign this assurance on behalf of the Grantee.

22. Lobbying Certification.

CERTIFICATION REGARDING LOBBYING: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

Contractor certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

23. **Certification regarding Drug Free Workplace Requirements.** The Contractor certifies that it will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, 45 CFR Part 76, subpart F. All contractors, subcontractors and host agencies must notify the AAA in writing of any criminal drug statute conviction for a violation by any of their personnel while in the performance of a grant or contract funded through the AAA, or by any employee during working hours or while at an assigned workplace, not later than five days after such conviction. Any Contractor, subcontractor and host agency that knowingly fails to ensure a workplace free of controlled substance or alcohol abuse shall risk the immediate loss of the contract or subcontract with the AAA or the services provided through the respective program.

The undersigned hereby accepts and agrees to comply with the foregoing Certifications, Assurances, and Requirements, and all applicable state and federal laws, regulations and policies.

Contractor Name: City of Irondale

Signed: 

Print Name: James D. Stewart Jr.

Title: Mayor

Date: 3/11/2025

Attachment A

TITLE III SCOPE OF SERVICES

The Contractor shall participate in the Alabama Elderly Nutrition Program as described below and comply with all related guidelines, standards and regulations of Title III of the Older Americans Act, as amended, and of the Alabama Department of Senior Services (“ADSS”).

ELDERLY NUTRITION PROGRAM

Purpose: To assist in the provision of nutrition of the elderly population to remain independent in the community. The meals provided are in congregate and home bound settings.

Target Population Under OAA for Services and Programs: Age 60+ with greatest social and economic need, especially low-income older people, those residing in rural areas, older people with limited English proficiency, and older people at greatest risk for institutional care (i.e. has at least two activity of daily living impairments).

Services Provided: The client services provided include congregate meals, home-delivered meals, nutrition education, and nutrition counseling services. Active senior centers are the central focus for meals, services and socialization with the participants.

Eligible Participants:

- Age 60 and over
- Spouses of individuals age 60 and over (C-1 Congregate meals)
- Person with disability residing with eligible participant
- Person with disability at Senior Centers located in housing facilities primarily occupied by older individuals (can serve individuals with disabilities under age 60)
- Volunteer assisting at mealtime (C-1 Congregate Meals)

State Level Program Administration: A team of three Registered Dietitians work with menu production, monitoring of statewide meals contract, monitoring UWAAA’s Nutrition program, and senior centers. The nutrition team also provides technical assistance to the UWAAA Nutrition Coordinator.

Currently, UWAAA provides meals in a congregate setting (C-1) and to homebound participants (C-2). ADSS has a statewide contract with TRIO Community Meals to prepare and deliver the meals to each senior center daily and to some homebound participants if they receive frozen meals instead of hot homebound meals served from the center.

Service Definitions: The Contractor shall adhere to the Older Americans Act Nutrition Service Definitions. As part of the contract, the Contractor agrees to ensure only participants eligible for nutrition services receive these services and that the units are recorded.

Alabama Elderly Nutrition Program (ENP) Manual: The Contractor will adhere to all program guidelines policies and procedures for operation, administration and management of all

nutrition services as stated in the current Alabama Elderly Nutrition Program Manual (“ENP Manual”) provided by ADSS, as well as any updates and revisions made during the contract period.

Senior Centers: Senior Centers are located as close as possible to concentrations of elderly with the greatest social and economic need, as well as those eligible older persons and handicapped or disabled persons living in housing facilities occupied primarily by the elderly. Senior Centers are in buildings that are clean, pleasant, and accessible to kitchen, restrooms, and telephones, as well as meet all applicable health, fire, safety, and sanitation regulations and inspections.

ADSS Participant Enrollment Forms: A Participant Enrollment Form is to be completed for any eligible participant who is to receive a service which requires the participant to be a registered participant. These services are identified in the service definitions under the Unit column as a “Registered Participant.” All senior centers must retain the Participant Enrollment Forms at the center on all participants who receive registered, Title III services. This information must be entered into AIMS by UWAAA and/or contractors.

Meal Orders: The Contractor must receive and serve a minimum of 25 total congregate and /or home-delivered hot meals per day, five days per week for each senior center.

CONGREGATE MEALS:

Contractor shall meet, in compliance with Title III-C-1 guidelines and subject to the approval of UWAAA, the following minimum standards:

1. Provide and maintain a Senior Center, or Centers, in locations easily accessible by seniors.
2. Order, according to procedures established by the ENP Manual and UWAAA, prepare, and serve a minimum daily amount of 25 hot meals at each Senior Center to eligible participants. Orders shall be made on a weekly basis or as otherwise permitted by UWAAA.
3. If required by Jefferson County Health Department, inspections are to be conducted annually and a copy of the inspection sheet maintained in the Senior Center.
4. Provide a Senior Center Manager to work a minimum of five (5) hours each day the center is open.
5. Center directors and volunteers must adhere to all food service regulations outlined in the “Alabama Elderly Nutrition Program Guide for Meal Services” in the ENP Manual and follow guidance from the Alabama Department of Senior Services pertaining to menu replacement/substitution items, packaging and serving requirements.
6. Center director must complete the Jefferson County Food Handlers certification training. All volunteers assisting with meal preparation must complete the Jefferson County Volunteer Food Handler training.

7. The Senior Center Manager shall timely cancel meals when necessary and document reasons for cancellation according to procedures established by the ENP Manual and UWAAA.
8. Maintain a variety of informational programs, educational programs and recreational activities for all interested participants.
9. The Center Manager will complete annual enrollments for each participant receiving meals.

No outside food may be brought to the Senior Center unless purchased from a Health Department rated facility with the approval of the Nutrition Coordinator. The Contractor and the Contractor's employees are liable if this rule is not strictly adhered to and sickness occurs.

HOME DELIVERED MEALS:

Contractor shall meet, in compliance with Title III-C-2 guidelines and subject to the approval of UWAAA, the following minimum standards:

1. Contractor agrees to work with UWAAA to increase the amount of meals dipped on the Contractor's premises for home delivery, recruiting and training additional volunteers if necessary. If Contractor is not already providing C-2 home delivered meals prior to the effective date of this contract, and there is an existing waitlist, the Contractor agrees to work with UWAAA to develop a plan to begin serving C-2 home delivered meals weekly.
2. Contractor will, using staff or volunteers at its option, deliver meals to the homes of eligible participants meeting the requirements for homebound service. Contractor is responsible for ensuring the delivery of all home delivered meals but should work in partnership with Meals on Wheels staff to recruit, train, and manage volunteers. All volunteers must pass a background check and participate in onboarding training before delivering C-2 meals. Scheduling is managed by Meals on Wheels, but when gaps in volunteer coverage are present, the Center will rely on its backup plan to carry out meal delivery.
3. When available, written materials about the various programs conducted at the congregate centers shall be distributed to homebound clients.

INFORMATION:

1. Contractor shall link seniors in need of services to the ADRC. This system will remain in place Monday through Friday during the Contractor's office hours.
2. Contractor shall comply with UWAAA's procedures to distribute and disseminate information regarding services and opportunities available to older persons.

3. Contractor shall comply with UWAAA's procedures for referral and follow-up of individuals found to be in need of service.

Senior Center Hours of Operation/Holidays: Senior Centers within Jefferson County must be open for normal operations no less than four (4) hours per day, five (5) days per week (Monday – Friday). If operating less than five (5) days a week is necessary, Contractor must submit a request for waiver to UWAAA for approval thirty (30) days in advance of any change in hours of operation. This waiver must be updated annually no less than 30 days before the start of the next contract year and the final decision will come from the ADSS Commissioner. There are 242 serving days in FY25. Senior Centers are not required to be open or serve meals on the following holidays:

Holiday Schedule 2024-2025

October 14	Columbus Day
November 11	Veteran's Day Observed
November 28-29	Thanksgiving
December 25-31	Christmas
January 1	New Year's Day
January 20	ML King Day
February 17	Presidents' Day
April 18	Easter Observed
April 28	Confederate Memorial Day
May 26	Memorial Day
June 2	Jefferson Davis
June 19	Juneteenth
July 4	Independence Day
September 1	Labor Day