

**STANDARD CONTRACT
AREA AGENCY ON AGING**

Pasco County Board of County Commissioners

THIS CONTRACT is entered into between the Area Agency on Aging of Pasco-Pinellas, Inc., hereinafter referred to as the "AAAPP", and Pasco County Board of County Commissioners, Inc., hereinafter referred to as the "sub-recipient." This contract is subject to all provisions contained in the MASTER CONTRACT executed between the AAAPP and the sub-recipient, Contract No. EM107-PASCO, and its successors, incorporated herein by reference.

The parties agree:

I. Sub-recipient Agrees:

A. Services to be Provided:

To plan, develop, and accomplish the services delineated, or otherwise cause the planning, development, and accomplishment of such services and activities, under the conditions specified and in the manner prescribed in ATTACHMENT I of this contract.

B. Final Request for Adjustments and Payment:

1. Final requests for budget revisions or adjustments to contract funds based on expenditures for services provided through December 31, 2008 must be submitted to the DOEA grant manager 50 days after contract ends.
2. The final request for payment invoice must be submitted by January 26, 2009.

II. The AAAPP Agrees:

A. Contract Amount:

To pay for services according to the conditions of ATTACHMENT I in an amount not to exceed \$191,757.00, subject to the availability of funds.

B. Obligation to Pay:

The State of Florida/AAAPP's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

C. Source of Funds:

The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract. The funds awarded to the sub-recipient pursuant to this contract are in the state grants and aids appropriations and consist of the following:

Services	Program Title	Year	Funding Source	CFDA #	Unit	Unit Rate	Fund Amount
Transportation	III-B	2008	U.S. Dept. Of Health and Human Services	93.044	See Attachment IV	See Attachment IV	191,757.00
TOTAL FUNDS CONTAINED IN THIS RATE AGREEMENT:							\$191,757.00

III. Sub-recipient and AAAPP Mutually Agree:

A. Effective Date:

1. This contract shall begin on January 1, 2008 or on the date the contract has been signed by both parties, whichever is later.
2. This contract shall end on December 31, 2008.

B. Termination, Suspension, and/or Enforcement:

The causes and remedies for suspension or termination of this contract shall follow the same procedures as outlined in Section III.B. and Section III.C. of the Master Contract.

C. Sub-recipient Responsibility:

Notwithstanding the pass through language contained in Section I.O.1. of the Master Contract, the sub-recipient maintains responsibility for the performance of all subcontractors and vendors in accordance with all applicable federal regulations (Code of Federal Regulations (CFR) Title 45, Chapter XIII, Part 1321.25) and state laws.

D. Notice, Contact, and Payee Information:

1. The name, address, and telephone number of the contract manager for the AAAPP for this contract is:

Sally D. Gronda, Executive Director
 9887 4th Street N, Suite 100
 St. Petersburg, Florida 33702
 (727) 570-9696

2. The name, address, and telephone number of the representative of the sub-recipient responsible for administration of the program under this contract is:

Daniel R. Johnson, Assistant County Administrator
Pasco County Board County Commissioners
7530 Little Road
Public Works Utility Building – Room 108
New Port Richey, Florida 34654
727-847-2411

3. In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.
4. The name (sub-recipient name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made:

Pasco County Board County Commissioners
38053 Live Oak Avenue
Dade City FL 33523-3894

IN WITNESS THEREOF, the parties hereto have caused this 12 page contract to be executed by their undersigned officials as duly authorized.

SUB-RECIPIENT: Pasco County Board of County Commissioners

AREA AGENCY ON AGING OF PASCO-PINELLAS, INC.

SIGNED BY: _____

SIGNED BY: _____

NAME: TED J. SCHRADER

NAME: WILLIAM DENNIS

TITLE: CHAIRMAN

TITLE: PRESIDENT

DATE: _____

DATE: _____

FEDERAL ID NUMBER: 59-6000-793

FISCAL YEAR-END DATE: 09/30

[S E A L]

ATTEST:

By: _____
Jed Pittman, Clerk of the Circuit Court

**ATTACHMENT I
OLDER AMERICANS ACT PROGRAM**

I. STATEMENT OF PURPOSE

The Older Americans Act (OAA) Program is a federal program that provides assistance to older persons and caregivers and is the only federal supportive services program directed solely toward improving the lives of older people. The program provides a framework for a partnership among the different levels of government and the public and private sectors with a common objective, improving the quality of life for all older Americans by helping them to remain independent and productive.

To enhance the provision of services at the local level, the AAAPP has divided the PSA into two (2) distinct service areas, Pasco and Pinellas counties. Each sub-recipient is responsible for assessing the needs of older persons within its funded service, for assuring the availability of services and the quality of service delivery provided to clients.

The sub-recipient shall foster the development and implementation of comprehensive and coordinated systems to serve older individuals. Additionally, the sub-recipient shall assure that preference is given to those with the greatest economic and social need, with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

II. SERVICES TO BE PROVIDED**A. Services:**

The sub-recipient's application for the calendar year 2008, and any revisions thereto approved by the AAAPP and located in the contract manager's file, are incorporated by reference in this contract between the AAAPP and the sub-recipient, and prescribe the services to be rendered by the sub-recipient and prescribe the manner in which the sub-recipient will meet the requirements of the Older Americans Act as amended in 2006.

B. Manner of Service Provision:

The services will be provided in a manner consistent with and described in the sub-recipient's application for calendar year 2008, the Department of Elder Affairs Home and Community-Based Services Handbook dated 1/03 and the Department of Health and Human Services, Office of Assistant Secretary, Administration on Aging, Program Instruction, AoA-PI-01-02. In the event the manual or guidelines are revised, such revision will automatically be incorporated into the contract and the contract manager will send a copy to the sub-recipient's contact person. The sub-recipient agrees to perform the services of this contract in accordance with all federal, state, and local laws, rules, regulations and policies that pertain to Older Americans Act funds.

III. METHOD OF PAYMENT

- A. The method of payment in this contract includes advances and is fixed amounts for services. The sub-recipient must ensure all costs and fixed amounts include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on historical costs and audited historical costs when applicable. The sub-recipient shall consolidate all requests for payment and all expenditure reports that support requests for payment from subcontractors and vendors and shall submit to the AAAPP on forms 106A and 105A.

All subcontracts are subject to those Federal cost principles applicable to the particular organization concerned.

- B. The sub-recipient shall maintain documentation to support payment requests that shall remain available upon request to the AAAPP, State Comptroller, the Department of Elder Affairs and/or other authorized state and federal personnel.
- C. The sub-recipient may request a monthly advance for service costs for each of the first two months of the agreement period, based on immediate anticipated cash needs. Detailed documentation justifying cash needs for advances must be submitted with the signed agreement, approved by the AAAPP, and maintained in the grant manager's file. For-profit organizations cannot receive advance funds. All payment requests for the third through the twelfth months shall be based on the submission of monthly actual expenditure reports beginning with the first month of the agreement. The schedule for submission of invoices is ATTACHMENT II to this agreement. Reconciliation and recouping of advances made under this agreement are to be completed by the time the final payment is made. All payments are subject to the availability of funds.
- D. A final receipt and expenditure report (closeout report) will be forwarded to the AAAPP within seventy (70) days after the agreement ends or is terminated. All monies which have been paid to the sub-recipient and not used to retire outstanding obligations of the agreement being closed out must be refunded to the AAAPP along with the final receipt and expenditure report.
- E. Interest Earned on General Revenue and Federal Funds: Interest income earned on the advance of general revenue and federal funds must be separately identified and returned to the AAAPP together with the payment and expenditure reports. Advances on federal funds must be maintained in interest-bearing accounts in accordance with 45 CFR 74.22(k). Interest amounts earned on federal funds deposited (up to \$250 per year) may be retained by the sub-recipient for administrative expenses.
- F. Any payment due by the AAAPP under the terms of this contract may be withheld pending the receipt and approval by the AAAPP of all financial and programmatic reports due from the sub-recipient and any adjustments thereto, including any disallowance not resolved as outlined in Section XVIII of the Master Contract.

- G.** The sub-recipient agrees to implement the distribution of funds as detailed in the approved application and the Budget Summary, **ATTACHMENT III** to this contract. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.
- H.** Financial Reports: The sub-recipient agrees to provide an accurate, complete and current disclosure of the financial results of this contract as follows:
1. To submit all requests for payment and expenditure reports according to the format, schedule and requirements specified in **ATTACHMENT I**.
 2. The completed manual units of service portions of the Older Americans Act Annual Report, if applicable, are due to the grant manager on the date established by the AAAPP. The AAAPP will obtain the remaining Report sections from the Client Information and Registration Tracking System (CIRTS).

IV. SPECIAL PROVISIONS

A. Consumer Contributions

1. The sub-recipient assures compliance with Section 315 of the Older Americans Act as amended in 2006, in regard to consumer contributions.
2. Voluntary contributions are not to be used for cost sharing or matching (see Title 45, Chapter XIII, Part 1321.25, CFR).
3. Accumulated voluntary contributions are to be used prior to requesting Federal reimbursement (see Title 45, Chapter XIII, Part 1321.25, CFR).
4. Voluntary contributions and related interest earned are program income and must be used to expand services.

B. Match

The sub-recipient will provide a match requirement of at least 10 percent of the cost for all services funded through this contract. The sub-recipient's match will be made in the form of cash and/or in-kind resources. At the end of the contract period, all Older Americans Act funds must be properly matched.

C. Title III Funds

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

D. Carry Forward Funds

Carry forward funds must be identified on the computation of carry forward report submitted with the closeout report. Requests for award of carry forward funds must be justified by the sub-recipient and approved by the AAAPP. All OAA carry forward funds must be budgeted in the same title as originally awarded.

E. Prioritization for Service Delivery

The sub-recipient shall develop and implement policies and procedures consistent with Older Americans Act targeting criteria.

F. Service Cost Reports:

The sub-recipient will submit semi-annual service cost reports that reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates.

G. Client Information Registration Tracking System (CIRTS)

- Each Older Americans Act Provider must enter the monthly aggregate number of units provided during the month prior to billing. Providers of registered services (Adult Day Care, Chore, Homemaker and Nutrition Services) must enter and maintain CIRTS records of client assessments, enrollment and received services.
- Each service performed shall be recorded as specified in the Home and community Services Handbook. See Exhibit D.
- Supporting documentation of services must be adequate to permit fiscal and programmatic evaluation as well as internal management. The Area Agency on Aging will not approve or pay any Request for Payment that is not supported by CIRTS documentation. Requests for Payment must be reconciled to CIRTS prior to submission to the Area Agency on Aging. A dated Invoice for Services and Contributions Report must be signed and submitted, with the service provider's Request for Payment, to the Area Agency on Aging of Pasco-Pinellas, Inc. Failure to ensure the collection and maintenance of CIRTS data may result in non-payment or suspension of contract.
- The cost for every service includes CIRTS data entry, invoicing, and other necessary administrative activities related to providing that service.

H. Partnership with the Aging and Disability Resource Center

The Area Agency On Aging Of Pasco-Pinellas, Inc. is a designated Aging and Disability Resource Center. This involves a partnership to offer multiple access points to a coordinated system of information about and access to services in the areas of aging, long term care and mental health resources. All Older Americans Act providers must participate as partners and attend the stakeholder workgroup meetings as requested.

I. Board Meeting

- Board of Directors Involvement - Sub-recipients are expected to involve their governing Board of Directors in the oversight of services provided through contract with the Area Agency on Aging of Pasco-Pinellas, Inc. All providers must provide the Area Agency on Aging of Pasco-Pinellas with copies of all minutes from Board of Director meetings within 30 days following the meeting.
- Revisions to Approved Proposals - Once the contract is awarded to the successful bidder, the information and details of the proposal application may not be changed. In the event that an adjustment is necessary, the provider must submit a written request to the AAAPP Program Director detailing the nature and purpose of the change. The AAAPP will issue a written approval or disapproval of the request. Until such time, the content of the proposal and expectations of the provider will remain unchanged.

**ATTACHMENT II
OLDER AMERICANS ACT PROGRAM**

**AGREEMENT REPORT CALENDAR
ADVANCE BASIS AGREEMENT**

<u>Report Number</u>	<u>Based On</u>	<u>Submit to AAAPP On This Date</u>
1	January Expenditure Report	February 15
2	February Expenditure Report	March 15
3	March Expenditure Report	April 15
4	April Expenditure Report	May 15
5	May Expenditure Report	June 15
6	June Expenditure Report	July 15
7	July Expenditure Report	August 15
8	August Expenditure Report	September 15
9	September Expenditure Report	October 15
10	October Expenditure Report	November 15
11	November Expenditure Report	December 15
12	December Expenditure Report	January 20
13	Final Expenditure and Request for Payment Report	February 22
14	Closeout Report	March 10

ATTACHMENT III

OLDER AMERICANS ACT PROGRAM

BUDGET SUMMARY

1.	III-B	191,757.00
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TOTAL	\$191,757.00
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ATTACHMENT IV

**TRANSPORTATION DISADVANTAGED TRUST FUND
SERVICE RATES**

COMMUNITY TRANSPORTATION COORDINATOR: Pasco County Board of County Commissioners

EFFECTIVE DATE: 7/1/07

TYPE OF SERVICE TO BE PROVIDED	UNIT (Passenger Mile or Trip)	COST PER UNIT \$
Ambulatory	Trip	\$2.00
Ambulatory	Mile	\$2.15
Wheelchair	Trip	\$18.50
Wheelchair	Mile	\$2.25
Stretcher	Trip	\$45.00
Stretcher	Mile	\$2.30
Ambulatory	Agency Sponsored Bus Pass	\$18.00