

Area Agency On Aging
STANDARD CONTRACT
NUTRITION SERVICES INCENTIVE PROGRAM

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 hereinafter referred to as the "Sub-recipient" and collectively referred to as the "Parties".

The AAAPP has determined that it is in need of certain services as described herein; and Pasco County Board of County Commissioners has demonstrated that it has the expertise and ability to perform such services as outlined within the contract.

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 and exhibits, which constitute the contract document.

2. **Incorporation of Documents within the Contract**

The contract will incorporate attachments, relevant Department of Elder Affairs (DOEA) handbooks and manuals 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 other general materials not specific to this contract document and identified attachments.

3. **Term of Contract**

This contract shall begin on October 1, 2008 or on the date on which the contract has been signed by the last party required to sign it, whichever is later and shall end on September 30, 2009.

4. **Contract Amount**

The AAAPP agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$95,260.94** or the rate schedule, 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 (in accordance with section 287.058(1)(f) F.S.) the AAAPP 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 agency and the availability of funds.

6. **Compliance with State Law**

- a. That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- b. Requirements of Section 287.058, F.S.

- c. The sub-recipient will provide units of deliverables, including reports, findings, and drafts, as specified in this contract, which the AAAPP must receive and accept in writing prior to payment.
- d. The sub-recipient will submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- e. The sub-recipient will allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(11), F.S., made or received in conjunction with this contract except for those records, which are made confidential or exempt by law. The refusal to comply with this provision shall constitute an immediate breach of contract for which the AAAPP may unilaterally terminate the contract.
- f. If clients are to be transported under any agreements and/or contracts incorporating this contract, the sub-recipient shall comply with the provisions of Chapter 427, F.S., and Chapter 41, F. A. C.
- g. Entities who are on the discriminatory vendor list may not transact business with the AAAPP.
- h. The sub-recipient will 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. **Grievance Procedures**

The sub-recipient shall develop, implement and ensure that it has established grievance procedures consistent with Attachment VI to process and resolve client dissatisfaction with or denial of service(s), or address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds. These procedures, at a minimum, should provide for notice of the grievance procedure and an opportunity for review of the sub-recipients determination(s).

8. **Audits, Inspections, Investigations, Public Records and Retention**

- a. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the AAAPP under this contract.
- b. To retain 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 DOEA/AAAPP.
- c. Upon demand, at no additional cost to the AAAPP/DOEA the sub-recipient will facilitate the duplication and transfer of any records or documents during the required retention period.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the AAAPP/DOEA.
- e. At all reasonable times for as long as records are maintained, persons duly authorized by the AAAPP/DOEA and Federal auditors, pursuant to 45 CFR 92.36(1)(10), shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.
- f. To provide a financial and compliance audit to the AAAPP/DOEA as specified in this contract and in Attachment III and to ensure that all related party transactions are disclosed to the auditor.

- g. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of the Inspector General pursuant to s. 20.055, F.S.

9. **Nondiscrimination-Civil Rights Compliance**

- a. The sub-recipient will execute assurances 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 sub-recipient further assures that all of their subcontractors, vendors 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.
- b. The sub-recipient will retain, on file, during the term of this agreement a timely, complete and accurate Civil Rights Compliance Questionnaire (DOEA forms 101 A and B).
- c. The sub-recipient agrees to 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.
- d. These assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the sub-recipient, its successors, transferees, and assignees for the period during which such assistance is provided. The sub-recipient further assures that all of their subcontractor's, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the sub-recipient understands that the AAAPP/DOEA may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

10. **Provision of Services**

The sub-recipient will provide services in the manner described in Attachment I.

11. **Monitoring by the AAAPP**

The sub-recipient permits persons duly authorized by the AAAPP/DOEA to inspect and copy any records, papers, documents, facilities, goods and services of the sub-recipient which are relevant to this contract, and to interview any clients, employees and their subcontractor/vendor employees to assure the AAAPP of the satisfactory performance of the terms and conditions of this contract. Following such review, the AAAPP will deliver to the sub-recipient a written report of its findings and request for development, by the sub-recipient, of a corrective action plan where appropriate. The sub-recipient hereby agrees to timely correct all deficiencies identified in the corrective action plan.

12. **Indemnification**

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

13. Insurance and Bonding

- a. To 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 the sub-recipient is a state agency or subdivision as defined by subsection 768.28(2), F.S., the sub-recipient accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the sub-recipient and the clients to be served under this contract. The limits of coverage under each policy maintained by the sub-recipient do not limit the liability and obligations under this contract. The sub-recipient shall ensure that the AAAPP 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 AAAPP reserves the right to require additional insurance as specified in this contract.
- b. Throughout the term of this agreement, the sub-recipient agrees to maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the sub-recipient 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.

14. Confidentiality of Information

The sub-recipient 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.

15. Health Insurance Portability and Accountability Act

Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated there under (45 CFR Parts 160, 162, and 164).

16. Incident Reporting

- a. The sub-recipient shall notify the AAAPP immediately, but no later than forty-eight (48) hours, from the awareness or discovery of conditions that may materially affect the sub-recipient or their subcontractor's ability to perform, such as problems, delays or adverse conditions which may impair the ability to meet the objectives of this contract.
- b. To 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 both the sub-recipient and its employees.

17. Sponsorship and Publicity

- a. As required by section 286.25, F.S., if the sub-recipient 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 Pasco County Board of County Commissioners and the State of Florida, Department of Elder Affairs/AAAPP." 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.
- b. The sub-recipient shall not use the words "The State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed unless, specific authorization has been obtained by the

DOEA prior to use.

18. **Assignments**

- a. The sub-recipient shall not assign the rights and responsibilities under this Contract without the prior written approval of the AAAPP/DOEA, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the AAAPP/DOEA will constitute a material breach of the contract.
- b. The State of Florida shall at all times be 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 AAAPP. In the event the AAAPP approves transfer of the obligations, the sub-recipient remains responsible for all work performed and all expenses incurred in connection with the contract.
- c. This contract shall remain binding upon the successors in interest of either the sub-recipient or the AAAPP.

19. **Subcontracts**

- a. The sub-recipient is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the sub-recipient or their subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the AAAPP/DOEA deems necessary. The sub-recipient further agrees that the AAAPP shall not be liable to their subcontractors in any way or for any reason. The sub-recipient, at its expense, will defend the AAAPP/DOEA against any such claims.
- b. The sub-recipient shall promptly pay any of their subcontractors upon receipt of payment from the AAAPP. Failure to make payments to any subcontractor in accordance with s. 287.0585, F.S., unless otherwise stated in the contract between the sub-recipient and subcontractor, will result in a penalty as provided by statute.

20. **Independent Capacity of Sub-recipient**

It is the intent and understanding that the sub-recipient or any of their sub-contractors are independent sub-recipients and are not employees of the AAAPP/DOEA and shall not hold themselves out as employees or agents of the AAAPP/DOEA. It is the further intent and understanding that the AAAPP/DOEA does not control the employment practices of the sub-recipient and shall not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the sub-recipient or their subcontractors. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the sub-recipient shall be the sole responsibility of the sub-recipient.

21. **Payment**

The AAAPP will pay the sub-recipient within seven (7) working days upon receipt of payment from the State of Florida, Department of Financial Services; provided a correct invoice for payment is submitted by the due date. Requests for payment returned to the sub-recipient due to preparation errors or lack of supporting documentation must be resubmitted for the following request for payment cycle.

A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5665.

22. Return of Funds

The sub-recipient will return to the AAAPP 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 sub-recipient by the AAAPP. In the event that the sub-recipient or their independent auditor discovers that an overpayment has been made, the sub-recipient shall repay said overpayment immediately without prior notification from the AAAPP. In the event that the AAAPP first discovers an overpayment has been made, the AAAPP will notify the sub-recipient by letter of such findings. Should repayment not be made forthwith, the sub-recipient will be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after AAAPP notification or discovery.

23. Data Integrity and Safeguarding Information

The sub-recipient shall ensure an appropriate level of data security for the information the sub-recipient is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all employees that request system or information access and ensuring that user access has been removed from all terminated employees. The sub-recipient, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must 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 sub-recipient shall ensure all of their subcontractors maintain written procedures for computer system back up and recovery. The sub-recipient shall complete and sign Attachment IV prior to the execution of this contract.

24. Conflict of Interest

The sub-recipient will 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 sub-recipient or their subcontractors shall participate in selection, or in the award or administration of an agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sub-recipient or their subcontractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from sub-recipients, potential sub-recipients, or parties to subcontracts. The board members and management must disclose to the AAAPP any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) days of the commencement of this contract. The sub-recipient employees and subcontractors must make the same disclosures described above to their board of directors. Compliance with this provision will be monitored.

25. Dispute Resolution

Any dispute concerning performance of the contract shall be decided by the AAAPP, who shall reduce the decision to writing and serve a copy to the sub-recipient.

26. No Waiver of Sovereign Immunity

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

27. **Venue**

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

28. **Entire Contract**

This contract contains all the terms and conditions agreed upon. No oral agreements or representations shall be valid or binding upon the AAAPP or the sub-recipient unless expressly contained herein or by a written amendment to this contract.

29. **Force Majeure**

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its 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.

30. **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.

31. **Condition Precedent to Contract: Appropriations**

The parties agree that the AAAPP's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. In the event such an appropriation is not made, the sub-recipient shall not be entitled to file a claims bill.

32. **Addition/Deletion**

The parties agree that DOEA reserves the right to add or to delete any of the services required under this contract when deemed to be in the State's best interest. The parties shall negotiate compensation for any additional services added.

33. **Waiver**

The delay or failure by the AAAPP to exercise or enforce any of its rights under this contract shall not constitute or be deemed a waiver of the AAAPP's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

34. **Compliance**

The sub-recipient agrees to 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 sub-recipient to abide by these laws shall be deemed an event of default of the sub-recipient, and subject the contract to immediate, unilateral cancellation of the contract at the discretion of the AAAPP.

35. **Final Invoice**

The sub-recipient shall submit the final invoice for payment to the AAAPP as specified in Section 3.3.5 (date for final request for payment) of Attachment I. If sub-recipient fails to submit final request for payment by the deadline, then all rights to payment are forfeited and the AAAPP will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may

be withheld until all reports due from the sub-recipient and necessary adjustments thereto have been approved by the AAAPP.

36. **Renegotiations or Modifications**

Modifications of the provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriate process and approved by the AAAPP.

37. **Termination**

- a. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the AAAPP or the representative of the responsible for administration of the contract.
- b. In the event funds for payment pursuant to this contract become unavailable, the AAAPP may terminate this contract upon no less than twenty-four (24) hours notice in writing to the sub-recipient. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the AAAPP or the representative of the responsible for administration of the contract. The AAAPP shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the sub-recipient will be compensated for any work satisfactorily completed.
- c. This contract may be terminated for cause upon no less that twenty-four (24) hours notice in writing to the sub-recipient If applicable, the AAAPP may employ the default provisions in Rule 60A-1.006(3) F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the AAAPP's right to remedies at law or in equity.
- d. Failure to have performed any contractual obligations with the AAAPP in a manner satisfactory to the AAAPP will be a sufficient cause for termination. To be terminated as a sub-recipient under this provision, the sub-recipient must have (1) previously failed to satisfactorily perform in a contract with the AAAPP, been notified by the AAAPP of the unsatisfactory performance and failed to correct the unsatisfactory performance to the satisfaction of the AAAPP; or (2) had a contract terminated by the AAAPP for cause.

38. **Official Payee and Representatives (Names, Addresses, and Telephone Numbers):**

a.	The 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 is:	Pasco County Board of County Commissioners 38053 Live Oak Avenue Dade City, Florida 33523-3894
b.	The name of the sub-recipient's contact person and street address where financial and administrative records are maintained is:	Daniel Johnson, Assistant County Administrator (Public Services) 7530 Little Road Public Works Utility Building – Room 108 New Port Richey, Florida 34654
c.	The name, address, and telephone number of the representative of the sub-recipient responsible for administration of the program under this contract is:	Daniel Johnson, Assistant County Administrator (Public Services) 7530 Little Road Public Works Utility Building – Room 108 New Port Richey, Florida 34654 727-847-2411
d.	The section and location within the AAAPP where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Sally D. Gronda, Executive Director 9887 4th Street N, Suite 100 St. Petersburg, Florida 33702 727-570-9696
e.	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
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.		

39. **All Terms and Conditions Included**

This contract and its and 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.

40. **Public Entity Crime**

Pursuant to s. 287.133 F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the AAAPP/DOEA. 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 sub-recipient, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

41. **Emergency Preparedness and Continuity of Operations**

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 sub-recipient shall, within 30 days of the execution of this contract, submit to the AAAPP verification of an emergency preparedness plan. In the event of an emergency, the sub-recipient shall notify the AAAPP of emergency provisions.

In the event a situation results in a cessation of services by the sub-recipient, the AAAPP will retain responsibility for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

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

IN WITNESS THEREOF, the parties hereto have caused this 35 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: JACK MARIANO NAME: WILLIAM L. DENNIS

TITLE: CHAIRMAN TITLE: PRESIDENT

DATE: _____ DATE: _____

FEDERAL ID NUMBER: 59-6000-793

SUB-RECIPIENT FISCAL YEAR ENDING DATE: 09/30

ATTEST:

BY: _____

PAULA S. O'NEIL
PASCO COUNTY CLERK AND COMPTROLLER

1.2. Nutrition Services Incentive Program Mission Statement

ATTACHMENT I

**STATEMENT OF WORK
NUTRITION SERVICES INCENTIVE PROGRAM**

SECTION I: SERVICES TO BE PROVIDED

1.1. DEFINITIONS OF TERMS AND ACRONYMS

**1.1.1. CONTRACT ACRONYMS NOTE: DO YOU WANT TO ADD AAAPP AND
DOEA TO DEFINITIONS?**

Area Agency on Aging (AAA)
Client Information and Registration Tracking System (CIRTS)
Dietary Reference Intake (DRI)
Nutrition Services Incentive Program (NSIP)
Older Americans Act (OAA)
Planning and Service Area (PSA)
Web-based Database System (WebDB)
United States Department of Agriculture (USDA)

The Nutrition Services Incentive Program (NSIP) is intended to provide incentives for the effective delivery of nutritious meals to older individuals. NSIP allows programs to increase the number and/or the quality of meals served.

1.3. GENERAL DESCRIPTION

1.3.1. General Statement

The NSIP is intended to provide incentives for the effective delivery of nutritious meals to older individuals. NSIP is a cash allotment or commodity program that supplements funding or food used in meals served under the Older Americans Act. Florida has opted for cash payments in lieu of donated foods.

1.3.2. Authority

- (1) Older Americans Act of 2006, as amended, Section 311;
- (2) 42 U.S.C. 303a, 42 U.S.C. 604, 42 U.S.C. 3057; and
- (3) Section 430.101, Florida Statutes

1.3.3. Scope of Service

The sub-recipient is responsible for the programmatic, fiscal, and operational management of NSIP. The scope of services associated with this contract shall include ensuring that the following program service tasks are addressed: (1) program eligibility requirements are met; (2) meals served are compliant with prescribed nutritional requirements; and (3) meals served comply with U.S. origin food requirements.

The sub-recipient is also responsible for overseeing the nutrition service operations of the provider to ensure that the expected results are achieved. Services shall be provided in a manner consistent with and described in the current sub-recipient's application and the current Department of Elder Affairs Programs and Summary Handbook.

The sub-recipient shall use the NSIP funding under this contract to supplement funding for

food used in meals served under the OAA.

1.3.4. Term of Provision of Services

The term of this contract for the delivery of services shall be as referenced in Section 3. of the Standard Contract. However, for the purpose of settling upon the appropriate meal reimbursement rate, as provided by USDA, the contract shall remain open until December 31, 2009. Notwithstanding this three (3) month reconciliation period, this contract makes no provisions for the payment of any services delivered beyond September 30, 2009.

1.3.5. Major Program Goals

The major goals of the Nutrition Services Incentive Program (NSIP) program are to:

- (1) Supplement funding for food used in meals served by Older Americans Act Nutrition Program Providers; and
- (2) Provide incentives for the effective delivery of nutritious meals to older individuals.

1.4. INDIVIDUALS TO BE SERVED

1.4.1. Individual Eligibility

Congregate Meals:

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

Home Delivered Meals:

- (1) Individuals age 60 or older who are also frail and homebound by reason of illness, disability or isolation;
- (2) The recipient's spouse or caregiver of a homebound eligible individual, regardless of age if the provision of the collateral meal supports maintaining the person at home;
- (3) Individuals with disabilities, regardless of age, who reside at home with eligible individuals and are dependent on them for care; and
- (4) Persons at nutritional risk who have physical, emotional or behavioral conditions, which would make their presence at the congregate site inappropriate; and persons at nutritional risk who are socially or otherwise isolated and unable to attend a congregate nutrition site.

SECTION II: MANNER OF SERVICE PROVISION

2.1. SERVICE TASKS

2.1.1. Task List

In order to achieve the goals of the NSIP, the sub-recipient shall ensure the following tasks are performed:

2.1.1.1. Individual (Recipient) Eligibility

Client eligibility determination as listed in ATTACHMENT I, Paragraph 1.4.

2.1.1.2. Program Eligibility Requirements

The program must meet the following criteria:

- (1) An agency that has received a grant under the OAA Title III must serve the meal (Ref. OAA section 311(42 U.S.C.3030a)); and
- (2) A nutrition service provider who is under the jurisdiction, control, management and audit authority of the AAAPP/DOEA must serve the meal.

2.1.1.3. Prescribed Nutritional Requirements

Each meal provided must meet the following criteria:

- (1) Comply with the current Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the Department of Agriculture; and
- (2) Provide a minimum of 33 1/3 percent of the dietary reference intakes/adequate intakes for an age 70+ female as established by the Food and Nutrition Board of the National Academy of Sciences.

2.1.1.4. Food Origin and Commodities Requirements

Consistent with existing requirements of this program, the sub-recipient and/or its service providers may use NSIP cash to purchase foods of U.S. origin for their nutrition projects under Title III of the OAA. NSIP funds must be used to expand meal services to older adults.

2.1.1.5. Oversight of Provider's Nutrition Service Operations

The AAA must oversee the nutrition service operations of the provider to ensure that the requirements of Attachment I, Paragraphs 2.1.1.1. and 2.1.1.2. are met as well as any other applicable regulations and policies prescribed by the Department of Health and Human Services, USDA, state and local health departments or any other agency designated to inspect meal quality for the State.

2.1.2. Task Limits

Meals served to an elderly individual under the Medicaid Waiver, Community Care for the Elderly funded meals or other means tested program may not be included in the NSIP count.

2.2. Monitoring the Performance of Subcontractors

If the sub-recipient has vendor agreements/contracts with vendors/subcontractors the sub-recipient shall conduct at least one monitoring per year of each subcontractor/vendor. The sub-recipient shall perform fiscal, administrative and programmatic monitoring of each subcontractor/vendor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.

2.3. SERVICE LOCATION AND EQUIPMENT**2.3.1. Service Times**

The sub-recipient shall ensure the provision of the services listed in this contract are available at times appropriate to meet client service needs at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m.

2.4. DELIVERABLES

2.4.1. Service Unit

The sub-recipient shall provide the services described in the contract in accordance with the current Department of Elder Affairs Programs and Services Handbook. The chart below lists the services that can be performed and the unit of measurement:

<u>Service</u>	<u>Unit of Service</u>
Congregate Meals	Meal
Home Delivered Meals	Meal

2.4.2. Reports

The sub-recipient is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by AAAPP/DOEA

Client Information and Registration Tracking System (CIRTS) Reports

The sub-recipient is required to use CIRTS reports in the web-based CIRTS database system to ensure CIRTS data accuracy. The report categories include:

- (1) Client Reports;
- (2) Monitoring Reports;
- (3) Services Reports;
- (4) Miscellaneous Reports;
- (5) Fiscal Reports;
- (6) Aging Resource Center Reports; and
- (7) Outcome Measurement Reports.

Service Costs Reports

The sub-recipient shall submit to the AAAPP semi-annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates.

Surplus/Deficit Report

The sub-recipient will submit a consolidated surplus/deficit report monthly.

2.4.3. Records and Documentation

The sub-recipient will ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRTS) or any such system designated by the AAAPP/DOEA

2.5. PERFORMANCE SPECIFICATIONS

2.5.1. Outcomes and Outputs

- (1) The sub-recipient shall submit reports to the AAAPP as required.
- (2) The sub-recipient shall submit timely to the AAAPP all information described in **Attachment I**, Paragraph 2.4.3 Records And Documentation;
- (3) The sub-recipient shall ensure services in this contract are in accordance with the current Department of Elder Affairs Programs and Services Handbook.

2.5.2. Monitoring and Evaluation Methodology

The AAAPP will review and evaluate the performance of the sub-recipient under the terms of this contract. Monitoring shall be conducted through direct contact with the sub-recipient through telephone, in writing, or an on-site visit. The AAAPP’s determination of acceptable performance shall be conclusive. The sub-recipient agrees to cooperate with the AAAPP/DOEA in monitoring the progress of completion of the service tasks and deliverables.

2.6. SUB-RECIPIENT’S FINANCIAL OBLIGATIONS

2.6.1. Use of Service Dollars and Assessed Priority Consumer List Management

The sub-recipient is expected to spend all federal, state and other funds provided by the AAAPP/DOEA, for the purpose specified in each contract. The sub-recipient 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 sub-recipient. If the AAAPP determines that the sub-recipient is not spending service funds accordingly, the AAAPP may transfer funds to other meal providers during the contract period and/or adjust subsequent funding allocations accordingly.

The sub-recipient agrees to distribute funds as detailed in the Service Provider Application. Any changes in the total amounts of the funds identified in this contract, number of meals served or meal rate require a contract amendment.

2.7. AAAPP RESPONSIBILITIES

2.7.1. AAAPP Obligations

2.7.1.1. Program Guidance and Technical Assistance

The AAAPP will provide to the sub-recipient guidance and technical assistance as needed to ensure the successful fulfillment of the contract by the sub-recipient.

2.7.1.2. Program/Contract Monitoring

The AAAPP shall, at its own discretion, conduct monitoring concerning any aspect of the performance of this contract.

SECTION III: METHOD OF PAYMENT

3.1. STATEMENT OF METHOD OF PAYMENT

This is a fixed rate contract. The AAAPP shall make payment to the sub-recipient for provision of services up to a maximum number of units of service and at the prospective rate stated below:

<u>Service to be Provided</u>	<u>Unit of Service</u>	<u>Unit Rate</u>	<u>Maximum Units</u>
Eligible Congregate and Home Delivered Meals	1 unit = 1 meal	\$0.6051040	157,429

The prospective rate is based on the estimated OAA grant award.

3.2. REQUESTS FOR PAYMENT

3.2.1. Date for Final Request for Payment

- (1) The final request for payment will be due to the AAAPP no later than **December 22, 2009**. This contract is for services provided during the 2008 Federal Fiscal Year beginning **October 1, 2008** through **September 30, 2009**; however, the contract is in effect through **December 31, 2009**. The additional three months (**October 1, 2009** through **December 31, 2009**) are to allow rates to be adjusted for the service period. This contract shall automatically terminate after the final rate for the federal fiscal year has been established and the release of final payments are authorized by the DOEA.
- (2) In the event that the final reimbursement rate is greater or less than the rate in Attachment I, Paragraph 3.1, then this contract shall be appropriately adjusted upon notice from the AAAPP's contract manager.

3.2.2. Documentation for Payment

All requests for reimbursement shall be in accordance with policy regarding reimbursable meals and Client Information and Registration Tracking System (CIRTS) policy regarding data entry for reimbursable meals. All requests for reimbursement shall include:

- (1) The request for reimbursement shall be submitted on DOEA Form 117, NSIP Request for Reimbursement, (**Attachment VII**);
- (2) A CIRTS report must be submitted with DOEA Form 117 as supporting documentation for the total number of meals reported. The CIRTS report must match the number of meals reported on DOEA Form 117;
- (3) Duplication or replication of the DOEA form 117 via data processing equipment is permissible but replication must include all data elements in the same format as included on DOEA form; and
- (4) The due date for the request for reimbursement and report(s) shall be no later than the **15th** day of the month following the month being reported, except for the final request for reimbursement (December 2009) shall be no later than **December 22, 2009**.

Invoices shall be in sufficient detail for a proper pre-audit and post-audit thereof. The sub-recipient shall maintain documentation to support payment requests that shall be available to the AAAPP upon request.

Any payment due by the AAAPP under the terms of this contract may be withheld pending the receipt and approval by the AAAPP of complete and accurate financial and programmatic reports due from the sub-recipient and any adjustments thereto, including any disallowance not resolved as outlined in s. 23 of this contract.

ATTACHMENT II

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
AGREEMENTS**

The undersigned 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 officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, an employee of a member of congress, or an officer or employee of the state legislator, in connection with the awarding 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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.

Signature

Date

Chairman

Title

ATTEST:

BY: _____

PAULA S. O'NEIL
PASCO COUNTY CLERK AND COMPTROLLER

EU009-PASCO

Pasco County Board of County Commissioners
38053 Live Oak Avenue
Dade City, Florida 33523-3894

ATTACHMENT III**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the DOE/AAAPP to the sub-recipient may be subject to audits and/or monitoring by the DOE/AAAPP, as described in this section.

In addition to reviews of audits conducted in accordance with 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 DOE/AAAPP staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the sub-recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the DOE/AAAPP. In the event the DOE/AAAPP determines that a limited scope audit of the sub-recipient is appropriate, the sub-recipient agrees to comply with any additional instructions provided by the DOE/AAAPP to the sub-recipient regarding such audit. The sub-recipient 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 sub-recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the sub-recipient expends \$500,000 or more in Federal awards during its fiscal year, the sub-recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the DOE/AAAPP by this agreement. In determining the Federal awards expended in its fiscal year, the sub-recipient shall consider all sources of Federal awards, including Federal resources received from the DOE/AAAPP. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the sub-recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the sub-recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the sub-recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the sub-recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from sub-recipient resources obtained from other than Federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to agreements with the DOE/AAAPP shall be based on the agreement's requirements, including any rules, regulations, or statutes referenced in the agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the DOE/AAAPP shall be fully disclosed in the audit report with reference to the DOE/AAAPP

agreement involved. If not otherwise disclosed as required by Section .310(b) (2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by agreement number for each agreement with the DOEA/AAAPP 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 sub-recipient's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the sub-recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event that the sub-recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such sub-recipient (for fiscal years ending September 30, 2004 or thereafter), the sub-recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. to this agreement indicates state financial assistance awarded through the DOEA/AAAPP by this agreement. In determining the state financial assistance expended in its fiscal year, the sub-recipient shall consider all sources of state financial assistance, including state financial assistance received from the DOEA/AAAPP, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

If the sub-recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the sub-recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the sub-recipient resources obtained from other than State entities).

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

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the sub-recipient directly to each of the following:

The AAAPP at each of the following addresses:

Area Agency on Aging of Pasco – Pinellas, Inc.
Attn: Sally Gronda
9887 4th Street North, Ste 100
St. Petersburg, FL 33702

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d) (1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised. Pursuant to Sections .320(f), OMB Circular A-133, as revised, the sub-recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Area Agency On Aging of Pasco - Pinellas at each of the following addresses:

Area Agency on Aging of Pasco – Pinellas, Inc.
Attn: Sally Gronda
9887 4th Street North, Ste 100
St. Petersburg, FL 33702

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

The AAAPP at each of the following addresses:

Area Agency on Aging of Pasco – Pinellas, Inc.
Attn: Sally Gronda
9887 4th Street North, Ste 100
St. Petersburg, FL 33702

The Auditor General's Office at the following address:

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

Any reports, management letter, or other information required to be submitted to the Area Agency on Aging of Pasco-Pinellas, Inc. pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Sub-recipients, when submitting financial reporting packages to the Area Agency on Aging of Pasco-Pinellas, Inc. for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the sub-recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The sub-recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued, and shall allow the DOEA/AAAPP or its designee, the CFO or Auditor General access to such records upon request. The sub-recipient shall ensure that audit working papers are made available to the DOEA/AAAPP, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the DOEA/AAAPP.

**ATTACHMENT III
EXHIBIT – 1**

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Nutrition Services Incentive Program	Older Americans Act	93.053	95,260.94
	TOTAL FEDERAL AWARD		\$95,260.94

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
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	TOTAL FEDERAL AWARD		\$0
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STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
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	TOTAL FEDERAL AWARD		\$0
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COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

**ATTACHMENT III
EXHIBIT-2**

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers 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. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers 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 Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

- Vendor or exempt entity and not subject to OMB Circular A-133 and/or Section 215.97, F.S.
- Sub-recipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /sub-recipient of federal and or state financial assistance and has been approved by the AAAPP/DOEA to subcontract, they must comply with Section 215.97(7), F.S., and Rule 691-.006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR Part 230 Cost Principles for Non-Profit Organizations (Formerly OMB Circular A-122 – Cost Principles)*
- 2 CFR Part 215 Administrative Requirements (Formerly OMB Circular A-110 – Administrative Requirements)
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

STATE FINANCIAL ASSISTANCE. Providers 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:

- Section 215.97, Fla. Stat.
- Chapter 69I-5, Fla. Admin. Code
- State Projects Compliance Supplement
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT IV

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

The undersigned, an authorized representative of the sub-recipient named in the contract or agreement to which this form is an attachment, hereby certifies that:

- (1) The sub-recipient and any sub-sub-recipients of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all agreement supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
(2) Management Information Systems used by the sub-recipient, sub-contractor(s), or any outside entity on which the AAAPP 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, the AAAPP 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.

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 sub-recipient 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 AAAPP, and without interruption to the ongoing business of the state, time being of the essence.

- (4) The sub-recipient and any sub-contractor(s) of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

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

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

Name and Address of sub-recipient

Pasco County Board of County Commissioners
38053 Live Oak Avenue
Dade City, Florida 33523-3894

Signature Title Date

ATTEST:
BY: PAULA S. O'NEIL
PASCO COUNTY CLERK AND COMPTROLLER

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

(1) The prospective sub-recipient certifies, by signing this certification, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective sub-recipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

Signature

Chairman
Title

Date

Pasco County Board of County Commissioners
Agency/Organization

(Certification signature should be same as Contract signature.)

ATTEST:

BY: _____
PAULA S. O'NEIL
PASCO COUNTY CLERK AND COMPTROLLER

Instructions for Certification

1. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "person," "primary covered transaction," and "voluntarily excluded," as used herein, have the meanings set out in the sections of rules implementing Executive Order 12549. (2 CFR 180.5-180.1020, as supplemented by 2 CFR 376.10-376.995). You may contact the Contract Manager for assistance in obtaining a copy of those regulations.
2. This certification is a material representation of facts upon which reliance was placed when the parties entered into this transaction. If it is later determined that the sub-recipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the AAAPP/DOEA may pursue available remedies, including suspension and/or debarment.
3. The sub-recipient will provide immediate written notice to the Contract Manager if at any time the sub-recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The sub-recipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant to a lower tier covered transaction may, but is not required to, check the Excluded Parties List System (EPLS).
4. The sub-recipient will include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" in all its lower tier covered transactions and in all solicitations for lower tier covered transactions.

5. The sub-recipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation, unless otherwise authorized by the federal government.
6. If the sub-recipient knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the AAAPP/DOEA may pursue available remedies, including suspension, and/or debarment.
7. The sub-recipient may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

(Revised June 2008)

ATTACHMENT VI

**MINIMUM GUIDELINES FOR RECIPIENT GRIEVANCE PROCEDURES
APPLICABLE TO ALL ADVERSE ACTIONS DEEMED TERMINATIONS, SUSPENSIONS, OR
REDUCTIONS IN SERVICE**

Medicaid Waiver clients have the right to request a fair hearing from the Department of Children and Families (DCAF) Office of Appeal Hearings in addition to or as an alternative to these procedures.

NOTICE TO THE RECIPIENT OF THE ADVERSE ACTION TO BE TAKEN AND EXPLANATION OF THE GRIEVANCE PROCEDURES FOR REVIEWING THAT DECISION

- The recipient must be informed by the decision maker of the action, in writing, no less than 10 calendar* days prior to the date the adverse action will be taken. (Prior notice is not applicable where the health or safety of the individual is endangered if action is not taken immediately; however, notice must be made as soon thereafter as practicable.)
- Services cannot be reduced or terminated, nor any adverse action taken during the 10 day period.
- The Notice must contain:
 - a statement of what action is intended to be taken;
 - the reasons for the intended action;
 - an explanation of:
 - 1) the individual's right to a grievance review if requested in writing and delivered within 10 calendar* days of the Notice postmark (assistance in writing, submitting and delivering the request must be offered and available to the individual);
 - 2) in Medicaid Waiver actions, the individual's right to request a fair hearing from DCAF;
 - 3) the individual's right, after a grievance review, for further appeal;
 - 4) the right to seek redress through the courts if applicable;a statement that current benefits will continue if a grievance review is requested, and will continue until a final decision is made regarding the adverse action; and
a statement that the individual may represent himself/herself or use legal counsel, a relative, a friend, or other qualified representative in the requested review proceedings.
- All records of the above activities must be preserved in the client's file.

GRIEVANCE REVIEW PROCEDURE UPON TIMELY RECEIPT OF A WRITTEN REQUEST FOR REVIEW

- Within 7 calendar* days of the receipt of a request for review, the provider must acknowledge receipt of the request by a written statement delivered to the requester. This statement must also provide notice of:
 - the time and place scheduled for the review;
 - the designation of one or more impartial reviewers who have not been involved in the decision at issue;
 - the opportunity to examine, at a reasonable time before the review, the individual's own case record, and to a copy of such case record at no cost to the individual;
 - the opportunity to informally present argument, evidence, or witnesses without undue interference at a reasonable time before or during the review;
 - a contact person for any accommodations required under the Americans with Disabilities Act; and assistance, if needed, in order to attend the review; and the stopping of the intended action until all appeals are exhausted.
- All grievance reviews must be conducted at a reasonable time, date and place by one or more impartial reviewers who have not been directly involved in the initial determination of the action in question.

- The reviewer(s) must provide written notification to the requester, within 7 calendar* days after the grievance review, stating:

the decision, the reasons therefore in detail; the effect the decision has on current benefits, if favorable, or the circumstances regarding continuation of current benefits until all appeals are exhausted;
the individual's right to appeal an adverse decision to the Area Agency on Aging by written request within 7 calendar* days, except in decisions involving the professional judgment of a legal assistance provider;
the availability of assistance in writing, submitting and delivering the appeal to the appropriate agency;
the opportunity to be represented by himself/herself or by legal counsel, a relative, a friend or other qualified representative; for legal assistance service appeals, the individual's right to file a grievance with the Florida Bar regarding complaints related to the actual legal representation provided.

PROCEDURE FOR APPEALS OF A GRIEVANCE REVIEW DECISION UPON TIMELY RECEIPT OF A WRITTEN APPEAL TO THE AREA AGENCY ON AGING

- Within 7 calendar* days of the receipt of a notice of appeal of a grievance review decision, the AAA must acknowledge receipt of the notice of appeal by a written statement delivered to the appellant. This statement must also provide notice of:

the time and place scheduled for the appeal;
the designation of one or more impartial AAA officials who have not been involved in the decision at issue;
the opportunity to examine at a reasonable time before the appeal the individual's own case record to date, and to a copy of such case record at no cost to the individual;
the opportunity to informally present argument, evidence, or witnesses without undue interference during the appeal;
assistance, if needed, in order to attend the appeal;
and the stopping of the intended action until all appeals are exhausted.

- All appeals of grievance reviews must be conducted at a reasonable time, date and place by one or more impartial AAA officials who have not been directly involved in the initial determination of the action in question.
- The designated AAA official(s) must provide written notification to the requester within 7 calendar* days after considering the grievance review appeal, stating:

the decision, and the reasons therefore in detail;
the effect the decision has on current benefits, if favorable, or the circumstances regarding continuation of current benefits until all appeals are exhausted;
the individual's right to appeal, if applicable.
Except for Medicaid Waiver actions, the decision of the AAA shall be the final decision;
and the availability of assistance in requesting a fair hearing, including a notice regarding accommodations as required by the ADA.

- All records of the above activities must be preserved and remain confidential. A copy of the final decision must be placed in the client's file.

* In computing any period of time prescribed or allowed by these guidelines, the last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

ATTACHMENT VI

INTERMEDIATE MEASURES

INDICATORS Section 430.04 (2), F.S.	MEASUREMENT	INTERMEDIATE MEASURES Section 430.04 (2), F.S.
<p>Lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated</p>	<p>Failure within the same fiscal year in which due to pay short-term loans Failure to transfer at the appropriate time, due to lack of funds</p> <ul style="list-style-type: none"> o Taxes withheld on the income of employees o Employer and employee contributions for federal social security or any pension, retirement, or benefit plan for an employee <p>• Failure for one pay period to pay, due to lack of funds</p> <ul style="list-style-type: none"> o Wages and salaries owed to employees o Retirement benefits owed to former employees <p>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</p>	<p>Temporary assumption of operations and functions related to the problem area within the agency Placement on probationary status for a specified period sufficient to address identified problems Impose a time limited moratorium on agency Reduce any advances for the following year to 30 days and examine surpluses for redistribution.</p>
<p>An intentional or negligent act of the agency has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program</p>	<ul style="list-style-type: none"> • Intentional or Repeated violations of the requirement to serve APS clients within 72 hours • Any other verifiable report of such actions 	<ul style="list-style-type: none"> • Impose a time limited moratorium on agency • Temporary assumption of operations and functions related to the problem area within the agency
<p>Committed multiple or repeated violations of legal and regulatory requirements or AAAPP/DOEA standards</p>	<ul style="list-style-type: none"> • Achievement levels from monitoring reviews • Any other verifiable report of such actions 	<ul style="list-style-type: none"> • Unannounced special monitoring • Reduction in advances for following year and review of surpluses for redistribution • Appropriate Corrective action

ATTACHMENT VI (cont.)

INTERMEDIATE MEASURES

INDICATORS Section 430.04 (2), F.S.	MEASUREMENT	INTERMEDIATE MEASURES Section 430.04 (2), F.S.
Failed to adhere to terms of its contract with the AAAPP	<ul style="list-style-type: none"> •Achievement levels from monitoring reviews •Adherence to Area Plan •Any other verifiable report of such action 	<ul style="list-style-type: none"> •Placement on probationary status for a specified period to address identified problems •Financial penalties •Re-allotment of surplus funds to other planning and service areas •Appropriate Corrective action
Failed to implement and maintain AAAPP approved client grievance resolution procedure	<ul style="list-style-type: none"> •Achievement levels from monitoring reviews •Any other verifiable report of such action 	<ul style="list-style-type: none"> •Appropriate Corrective action
Failed to continue the provision or expansion of services after the declaration of a state of emergency	<ul style="list-style-type: none"> •Achievement levels from monitoring reviews •Any other verifiable report of such action 	<ul style="list-style-type: none"> •Temporary assumption of agency operations and functions to implement emergency service plan

ATTACHMENT VII

**REQUEST FOR REIMBURSEMENT
NUTRITION SERVICES INCENTIVE PROGRAM**

RECIPIENT NAME, ADDRESS, PHONE# and FEID# 	TYPE OF REPORT: A. PAYMENT REQUEST: Regular _____ Supplemental _____ B. METHOD OF PAYMENT: Reimbursement	THIS REQUEST PERIOD: _____ REPORT# _____ CONTRACT# _____ PSA# _____
CERTIFICATION: I hereby certify that to the best of my knowledge the information in this report is accurate and complete and that all outlays reported herein were for purposes set forth in the contract documents. Prepared By: _____ Date: _____ Approved By: _____ Date: _____		
PART A: REUMBURSEMENT COMPUTATION: 1. Number Contract Amount 2. Line 1 Times \$ ___ Pre Meal 3. Amount to be Reimbursed	YEAR TO DATE _____ _____ _____	CURRENT MONTH _____ _____ _____
PART B: CONTRACT SUMMARY: 4. Approved Contract Amount 5. Reimbursement Requested through Last Report 6. Contract Balance per Last Report 7. Amount to be Reimbursed – this report 8. Contract Balance		_____ _____ _____ _____ _____

ATTACHMENT VIII

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

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

PART I. READ THE REVERSE SIDE FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

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

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	%Hispanic	% Other	% Female		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	%Hispanic	% Other	% Female	% Handicap	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	%Hispanic	% Other	% Female	% Handicap	
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	%Hispanic	% Other	% Female	% Handicap	
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PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with DOEA? If NA or NO, explain.

NA YES NO

7. Compare staff composition to the population. Are staff representative of the population? If NA or NO, explain.

NA YES NO

8. Compare the client composition to the population. Are race and sex characteristics representative of the population? If NA or NO, explain.

NA YES NO

9. Are eligibility requirements for services applied to clients and applicants without NAYESNO regard to race, color, national origin, sex, age, religion or handicap? If NA or NO, explain.

NA YES NO

10. 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 handicap? If NA or NO, explain. NA YES NO

11. For in-patient services, are room assignments made without regard to race, color, NAYESNO national origin or handicap? If NA or NO, explain.

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

12. Is the program/facility accessible to non-English speaking clients? NA YES NO

If NA or NO, explain.

13. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? Verbal _____ Written _____ Poster _____ NA YES NO

If NA or NO, explain.

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

15. Is the program/facility physically accessible to mobility, hearing and sight impaired individuals? If NA or NO, explain. NA YES NO

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving handicapped individuals, and to make any necessary modifications? If NO, explain. YES NO

17. Is there an established grievance procedure that incorporates due process into the resolution of complaints? If NO, explain. YES NO

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO

19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of handicap? If NO, explain. YES NO

20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain.

YES NO

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000 OR MORE.

21. Do you have a written affirmative action program? If NO, explain.

YES NO

DOEA USE ONLY	
Reviewed By	In Compliance: YES <input type="checkbox"/> NO* <input type="checkbox"/>
Program Office	*Notice of Corrective Action Sent ___/___/___
Date	Telephone
	Response Due ___/___/___
On-Site <input type="checkbox"/> Desk Review <input type="checkbox"/>	Response Received ___/___/___

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asians/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and handicap. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and handicap. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex and handicap. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOE A recipients and their subgrantees. 45 CFR 80.4(a)
7. Is the race, sex, national origin composition 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?

Although some variance is acceptable, the relative absence of a particular group on staff may tend to exclude full participation of that group in the program/facility. Significant variances must be explained. 45 CFR 80.5(i) and (j)

8. Where there is significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons. 45 CFR 80.3 (b) (6)
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2)

10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or handicap. 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 handicap. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients. 45 CFR 80.3 (b)
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or handicap. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or handicap. 45 CFR 80.3 (a)
12. The program facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR 80.3(a)
13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available of their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility. 45 CFR 80.6(d)
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, handicap, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause or reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to handicapped individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - With the assistance of a disabled individual/organization, evaluate current practices and policies to identify any practices or policies which do not comply with Section 504.
 - Modify policies and practices that do not meet Section 504 requirements.
 - Take remedial steps to eliminate any discrimination that has been identified

- Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.) 45 CFR 84.6
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b)
 18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a)
 19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of handicap. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication. 45 CFR 84.8 (a)
 20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services. 45 CFR 84.52 (d)
 21. Programs/facilities with 50 or more employees and \$50,000 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.