

**FLORIDA DEPARTMENT OF ELDER AFFAIRS
STANDARD CONTRACT
OLDER AMERICANS ACT PROGRAM TITLE III**

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 term Sub-recipient for this purpose may designate a vendor, subgrantee or subrecipient.

WITNESSETH THAT:

WHEREAS, the AAAPP has determined that it is in need of certain services as described herein; and
WHEREAS, the Sub-recipient has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent contractor of the AAAPP.
NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract

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

2. Incorporation of Documents within the Contract

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department of Elder Affairs (DOEA) handbooks, manuals or desk books, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the Proposal(s) or other general materials not specific to this contract document and identified attachments.

3. Term of Contract

This contract shall begin on January 1, 2010 or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Saint Petersburg, Florida, on December 31, 2010.

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 **\$644,417.62**, 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 of the parties, in accordance with s. 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 AAAPP and the availability of funds.

6. Compliance with Federal Law

6.1. If this contract contains federal funds the following shall apply:

6.1.1. The sub-recipient shall comply with the provisions of 45 CFR 74 and/or 45 CFR 92, and other applicable regulations.

6.1.2. If this contract contains federal funds and is over \$100,000.00, the sub-recipient shall comply with all applicable standards, orders, or regulations issued under s. 306 of the Clean Air Act as amended (42 U.S.C. 7401, et seq.), s. 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 40 CFR 30. The sub-recipient shall report any violations of the above to the AAAPP/DOEA.

6.1.3 The sub-recipient, or agent acting for the sub-recipient, may not use any federal funds received in connection with this contract to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000.00, the sub-recipient must, prior to contract execution, complete the Certification Regarding Lobbying form, **ATTACHMENT II**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the AAAPP, prior to payment under this contract.

6.1.4. That if this contract contains \$10,000.00 or more of federal funds, the sub-recipient shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR 60 and 45 CFR 92, if applicable.

6.1.5. That if this contract contains federal funds and provides services to children up to age 18, the sub-recipient shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

6.1.6. That a contract award with an amount expected to equal or exceed \$25,000.00 and certain other contract awards shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The sub-recipient will comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to this contract. The sub-recipient shall complete and sign **ATTACHMENT V** prior to the execution of this contract.

6.2. The sub-recipient shall not employ an unauthorized alien. The AAAPP shall consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324 a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation shall be cause for unilateral cancellation of this contract by the AAAPP.

7. Compliance with State Law

7.1. 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.

7.2. Requirements of s. 287.058, F.S.

7.2.1. 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.

7.2.2. 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.

7.2.3. If itemized payment for travel expenses is permitted in this contract, the sub-recipient will submit bills for any travel expenses in accordance with s. 112.061, F.S., or at such lower rates as may be provided in this contract.

7.2.4. The sub-recipient will allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., made or received by the sub-recipient in conjunction with this contract except for those records which are made confidential or exempt by law. The sub-recipient's refusal to comply

with this provision shall constitute an immediate breach of contract for which the AAAPP may unilaterally terminate the contract.

7.3. If clients are to be transported under this contract, the sub-recipient shall comply with the provisions of Chapter 427, F.S., and Rule 41-2, F. A. C.

7.4. Sub-recipients who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of s. 287.134, F.S.

7.5. The sub-recipient will comply with the provisions of s. 11.062, F.S., and s. 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

8. Grievance Procedures

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

9. Audits, Inspections, Investigations, Public Records and Retention

9.1. 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.

9.2. 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 the AAAPP.

9.3. Upon demand, at no additional cost to the AAAPP, the sub-recipient will facilitate the duplication and transfer of any records or documents during the required retention period in Paragraph 9.2.

9.4. To assure that the records described in Paragraph 9 shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the AAAPP.

9.5. At all reasonable times for as long as records are maintained, persons duly authorized by the AAAPP and Federal auditors, pursuant to 45 CFR 92.36(i) (10), shall be allowed full access to and the right to examine any of the sub-recipient's contracts and related records and documents pertinent to this specific contract, regardless of the form in which kept.

9.6. To provide a financial and compliance audit to the AAAPP as specified in this contract and in **ATTACHMENT III** and to ensure that all related party transactions are disclosed to the auditor.

9.7. 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.

10. Nondiscrimination-Civil Rights Compliance

10.1. The sub-recipient will execute assurances in **ATTACHMENT X** 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 contractors, subcontractors, subgrantees, 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.

10.2. The sub-recipient must return a complete and accurate Civil Rights Compliance Checklist (**ATTACHMENT X**) to the AAAPP.

10.3. 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.

10.4. If this contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the sub-recipient, its successors, transferees, and assignees for the period during which such assistance is provided. The sub-recipient further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the sub-recipient understands that the AAAPP 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.

11. Provision of Services

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

12. Monitoring by the AAAPP

The sub-recipient will permit 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 subcontractor employees of the sub-recipient to assure the AAAPP/DOEA of the satisfactory performance of the terms and conditions of this contract. Following such review, the AAAPP/DOEA 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.

13. Indemnification

13.1. 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/DOEA's negligence.

13.2. Except to the extent permitted by s. 768.28, F.S., or other Florida law, paragraph 13.1 is not applicable to contracts executed between the AAAPP and state agencies or subdivisions defined in s. 768.28(2), F.S.

14. Insurance and Bonding

14.1. 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 it 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 sub-recipient's 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.

14.2. 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.

15. 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.

16. Health Insurance Portability and Accountability Act

Where applicable, the sub-recipient will comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45 CFR 160, 162, and 164).

17. Incident Reporting

17.1. The sub-recipient shall notify the AAAPP immediately, but no later than forty-eight (48) hours from, the sub-recipient's awareness or discovery of conditions that may materially affect the sub-recipient or subcontractor's ability to perform the services required to be performed under this contract.

17.2. 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.

18. Sponsorship and Publicity

18.1. As required by s. 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**, Area Agency On Aging of Pasco-Pinellas, Inc. and the State of Florida, Department of Elder Affairs." If the sponsorship reference is in written material, the words "Area Agency On Aging of Pasco-Pinellas, Inc." and "State of Florida, Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

18.2. The sub-recipient shall not use the words "Area Agency On Aging of Pasco-Pinellas, Inc." nor "The State of Florida, Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless, specific authorization has been obtained by the AAAPP and/or DOEA prior to use.

19. Assignments

19.1. 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.

19.2. 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 sub-recipient's obligations, the sub-recipient remains responsible for all work performed and all expenses incurred in connection with the contract.

19.3. This contract shall remain binding upon the successors in interest of either the sub-recipient or the AAAPP.

20. Subcontracts

20.1 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 its 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/DOEA shall not be liable to the subcontractor in any way or for any reason. The sub-recipient, at its expense, will defend the AAAPP/DOEA against any such claims.

20.2 If the sub-recipient utilizes subcontractors for this contract, the sub-recipient shall pay the subcontractor within seven (7) days upon receipt of payment from the AAAPP. Failure to make payments to any subcontractor will result in a penalty as provided by statute 287.0585, F.S.

21. Independent Capacity of Sub-recipient

It is the intent and understanding of the parties that the sub-recipient, or any of its subcontractors, 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 of the parties 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 its 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.

22. 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. The AAAPP will have final approval of the invoice for payment, and will approve the invoice for payment only if the sub-recipient has met all terms and conditions of the contract, unless the bid specifications, purchase order, or this contract specify otherwise. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of s. 215.422 F.S. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5665.

23. 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 its 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 s. 55.03, F.S., after AAAPP notification or sub-recipient discovery.

24. Data Integrity and Safeguarding Information

The sub-recipient shall insure 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 sub-recipient 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

insure 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 insure all 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.

25. 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 subcontractor shall participate in selection, or in the award of an agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner, or; (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sub-recipient or 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 sub-recipient's 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) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of this contract. The sub-recipient's employees and subcontractors must make the same disclosures described above to the sub-recipient's board of directors. Compliance with this provision will be monitored.

26. 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. 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.

27. Patents, Copyrights, Royalties

If any discovery, invention or copyrightable material is developed or produced in the course of or as a result of work or services performed under this contract, the sub-recipient shall refer the discovery, invention or material to the AAAPP to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S.

28. Emergency Preparedness and Continuity of Operations

28.1. If the tasks to be performed pursuant to this contract include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the sub-recipient shall, within thirty (30) calendar 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.

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

30. Use of State Funds to Purchase or Improve Real Property

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

31. 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 on the sub-recipient.

33. 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.

34. Venue

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

35. Entire Contract

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

36. 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.

37. 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.

38. 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.

39. Addition/Deletion

The parties agree that the 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 and reduced to a written amendment signed by both parties. The parties shall negotiate compensation for any additional services added.

40. 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.

41. 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.

42. Final Invoice

The sub-recipient shall submit the final invoice for payment to the AAAPP as specified in Paragraph 3.3.4. (date for final request for payment) of **ATTACHMENT I**. If the sub-recipient fails to submit final request for payment by the deadline, then all rights to payment may be forfeited and the AAAPP may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the sub-recipient and necessary adjustments thereto have been approved by the AAAPP.

43. 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.

44. Termination

44.1. 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 sub-recipient responsible for administration of the contract.

44.2. 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 sub-recipient 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 prior to the date of termination.

44.3. This contract may be terminated for cause upon no less than 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 or the sub-recipient's rights to remedies at law or in equity.

44.4. 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.

45. 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 contact person and street address where financial and administrative records are maintained is:	Paula S. O’Neil, Pasco County Clerk & Comptroller 38053 Live Oak Avenue Dade City, Florida 33523-3894
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 R. Johnson, Assistant County Administrator (Public Services) Pasco County Board of County Commissioners Facilities Management 7220 Osteen Road New Port Richey, Florida 34653 (727) 834-3480
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.		

46. All Terms and Conditions Included

This contract and its Attachments, I – XI 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.

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 **44-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: PAT MULIERI, Ed.D._____

NAME: SALLIE PARKS_____

TITLE: CHAIRMAN_____

TITLE: PRESIDENT_____

DATE: _____

DATE: _____

Federal Tax ID: 59-6000-793
Fiscal Year Ending Date: 9/30

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

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**DEPARTMENT OF ELDER AFFAIRS
STATEMENT OF WORK
OLDER AMERICANS ACT PROGRAM TITLE III**

SECTION I: SERVICES TO BE PROVIDED

1.1. DEFINITIONS OF TERMS AND ACRONYMS

1.1.1. CONTRACT ACRONYMS

- ADL - Activities of Daily Living
- APS - Adult Protective Services
- AIRS - Alliance of Information & Referral Systems
- ADA - Americans with Disabilities Act
- AAA - Area Agency on Aging
- APCL - Assessed Priority Consumer List
- CIRTS - Client Information and Registration Tracking System
- FLAIRS - Florida Alliance of Information and Referral Services
- I&R - Information and Referral
- IADL - Instrumental Activities of Daily Living
- MOA - Memorandum of Agreement
- MOU - Memorandum of Understanding
- OAA - Older Americans Act
- PSAs - Planning and Service Areas
- WebDB - Web-based Database System

1.1.2. PROGRAM SPECIFIC TERMS

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

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

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

Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood, marriage or adoption and who lives with the child; is the primary caregiver of the child because the biological or adoptive

parents are unable or unwilling to serve as the primary caregiver of the child; and has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

1.2. DOEA MISSION STATEMENT

DOEA's mission is to foster an optimal quality of life for elder Floridians. The DOEA's vision and shared values are to foster a social, economic and intellectual environment for all ages, and especially those age 60 and older, where all can enjoy Florida's unparalleled amenities in order to thrive and prosper. Area agencies, lead agencies and local service providers as partners and stakeholders in Florida's aging services network are expected to support the DOEA's mission, vision, and program priorities.

1.2.1. Older Americans Act Program Mission Statement

The Older Americans Act (OAA) Program is a federal program initiative 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 individuals by helping them to remain independent and productive.

1.3. GENERAL DESCRIPTION

1.3.1. General Statement

The primary purpose of the OAA program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. The OAA program uses these systems to assist older individuals to attain and maintain maximum independence and dignity in a home environment and allows for the capability of selfcare with appropriate supportive services.

1.3.2. Authority

The relevant references authority governing the OAA program are:

- (1) Older Americans Act of 2006, as amended;
- (2) Rule 58A-1, Florida Administrative Code; 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 the Title IIIC1 and IIIC2 programs of the Older Americans Act within its designated county. The scope of service includes planning, coordinating and assessing the needs of older persons, and assuring the availability and quality of services. The 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 Services Handbook.

1.3.4. Major Program Goals

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

1.4. INDIVIDUALS TO BE SERVED

1.4.1. Eligibility (Title III Programs)

1.4.1.1. OAA Title III, General

Consumers shall not be dually enrolled in an OAA program and a Medicaid capitated long-term care program.

1.4.1.2. OAA Title IIIC1 and C2, Nutrition Services, General

General factors that should be considered in establishing priority for Nutrition Services, both C1 and C2, include those older persons who:

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

1.4.1.2.1. OAA Title IIIC1, Congregate Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in **ATTACHMENT I**, Paragraph 1.4.1.2., individuals must be mobile, not homebound and physically, mentally and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include:

- (1) Individuals age 60 or older; and
- (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.

1.4.1.2.2. OAA Title IIIC2, Home Delivered Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in **ATTACHMENT I**, paragraph 1.4.1.2., individuals must be homebound and physically, mentally or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include:

- (1) Individuals age 60 or older who are also frail and homebound by reason of illness, disability or isolation;
- (2) The spouse 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 other isolated and unable to attend a congregate nutrition site.

1.4.2. Targeted Groups

Preference shall be given to those with the greatest economic and social needs, with particular attention to low-income older individuals, including those that are low-income minorities, have limited English proficiency, and older individuals residing in rural areas.

SECTION II – MANNER OF SERVICE PROVISION**2.1. SERVICE TASKS**

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

- (1) Client eligibility determination as listed in **ATTACHMENT I**, Paragraph 1.4;
- (2) Targeting and screening of service delivery for new clients;
- (3) Delivery of services to eligible clients;

- (4) Use of volunteers to expand the provision of available services; and
- (5) Monitoring the performance of its subcontractors.

2.1.1 Client Eligibility Determination as listed in **ATTACHMENT I, Paragraph 1.4.**

2.1.2. Targeting and Screening of Service Delivery for New Clients

The sub-recipient shall develop and implement policies and procedures consistent with OAA targeting and screening criteria.

2.1.3. Delivery of Services to Eligible Clients

The sub-recipient shall provide a continuum of services that meets the diverse needs of elders and their caregivers. The sub-recipient shall perform and report performance of the following services in accordance with Department of Elder Affairs Program & Services Handbook. The services funded pursuant to this contract are in accordance with the OAA, Title III, sections 331 and 336 as follows:

- (1) Section 331, Title IIIC1 Congregate Nutrition Services;
- (2) Section 336, Title IIIC2 Home Delivered Nutrition Services.

2.1.3.1. Congregate Nutrition Services

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

- (1) Congregate meals;
- (2) Nutrition education and nutrition counseling; and
- (3) Outreach.

2.1.3.2. Home Delivered Nutrition Services

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

- (1) Home delivered meals;
- (2) Nutrition education and nutrition counseling; and
- (3) Outreach.

2.1.4. Monitoring the Performance of Vendors/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 vendor/subcontractor. The sub-recipient shall perform fiscal, administrative and programmatic monitoring of each vendor/subcontractors to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations.

2.1.4.1 Use of Subcontractors

The sub-recipient shall not permit a subcontractor to perform services related to this agreement without having a binding subcontractor agreement executed. In accordance with Paragraph 21 of the Standard Agreement, the department will not be responsible or liable for any obligations or claims resulting from such action.

2.2. SERVICE LOCATION AND EQUIPMENT

2.2.1. Service Times

The sub-recipient shall ensure the provision of the services listed in the contract during normal business hours unless other times are more appropriate to meet the performance requirements of the contract, and it shall monitor its subcontractors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service community.

2.3. Equipment

2.3.1. No Equipment may be purchased with these dollars.

2.4. DELIVERABLES

2.4.1 Service Unit

The sub-recipient shall provide the services described in the contract in accordance with Department of Elder Affairs Program & Services handbook. The chart below lists the services to be performed and the unit of measurement for this contract.

Service	Unit of Service
Nutrition Counseling	Hour
Nutrition Education Outreach	Episode
Congregate and Home Delivered Meals	Meal

2.5. 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 the AAAPP/DOEA.

2.5.1 Sub-recipient Application Update

The sub-recipient is required to submit an updated application for revision(s) to the contract.

2.5.2. 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 data accuracy.

2.5.3. Service Costs Reports

The sub-recipient shall submit 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. The reports are due to the AAAPP with the Request for Payment for the months of June and December as stated on **ATTACHMENT VII, CONTRACT REPORT CALENDAR.**

2.5.4. Surplus/Deficit Report

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

2.5.5. Title III Quarterly Reports

Sub-recipient is required to submit a completed AAA Form 002 that will be provided the AAAPP program manager, on a quarterly basis. This "Quarterly Report" will include Service Category Information, Percentage of Achievement - Unduplicated Persons and Units, Waitlists and significant events affecting performance. This report will be due to their Program Manager on April 10th, July 10th, October 10th and January 10th reflecting reporting information for the previous three months.

2.6. RECORDS AND DOCUMENTATION

The sub-recipient will ensure the collection and maintenance of client and service information on a monthly basis from the CIRTS or any such system designated by the AAAPP/DOEA. Maintenance includes valid exports and backups of all data and systems according to AAAPP/DOEA standards.

2.6.1. Each sub-recipient and any of their subcontractors, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of sub-recipient functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location. The sub-recipient shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures shall be made available to the department upon request. These policies and procedures shall be made available to the AAAPP upon request.

2.7. PERFORMANCE SPECIFICATIONS**2.7.1. Outcomes**

- (1) The sub-recipient shall submit reports to the AAAPP as required.
- (2) The sub-recipient shall ensure services in this contract are in accordance with DOEA's Programs & Services Handbook, which was previously provided.

2.7.2. The performance of the sub-recipient in providing the services described in this contract shall be measured by the current sub-recipient application strategies for the following criteria:

- (1) Percent of most frail elders who remain at home or in the community instead of going into a nursing home;
- (2) Percent of Adult Protective Services (APS) referrals who are in need of immediate services to prevent further harm who are served within 72 hours;
- (3) Average monthly savings per consumer for home and community-based care versus nursing home care for comparable client groups;
- (4) Percent of elders assessed with high or moderate risk environments who improved their environment score;
- (5) Percent of new service recipients with high-risk nutrition scores whose nutritional status improved;
- (6) Percent of new service recipients whose ADL assessment score has been maintained or improved;
- (7) Percent of new service recipients whose IADL assessment score has been maintained or improved;
- (8) Percent of family and family-assisted caregivers who self-report they are very likely to provide care;
- (9) Percent of caregivers whose ability to continue to provide care is maintained or improved after one year of

service intervention (as determined by the caregiver and the assessor); and

- (10) Percent of customers who are at imminent risk of nursing home placement who are served with community based services.

2.7.3. 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 in monitoring the progress of completion of the service tasks and deliverables.

2.8. SUB-RECIPIENT'S FINANCIAL OBLIGATIONS

2.8.1. Matching, Level of Effort, and Earmarking Requirements

The sub-recipient will match 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. Match must be reported by title each month. At the end of the contract period, all OAA funds must be properly matched.

2.8.2. 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;
- (3) Accumulated voluntary contributions are to be used prior to requesting federal reimbursement; and
- (4) Voluntary contributions are to be used only to expand services.

2.8.3. Use of Service Dollars

The sub-recipient is expected to spend all federal, state and other funds provided by the AAAPP for the purpose specified in the 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 sub-recipient during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

2.8.4. The sub-recipient agrees to distribute funds as detailed in the sub-recipient application and the Financial and Compliance Audit (**ATTACHMENT III, EXHIBIT-1**) to this contract. Any changes in the amounts of federal or general revenue funds identified on the Financial and Compliance Audit (**ATTACHMENT III, EXHIBIT-1**) form require a contract amendment.

2.8.5. Title III Funds

The sub-recipient assures compliance with Section 306 of the Older Americans Act 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 maintain a contractual or commercial relationship that is not carried out to implement Title III.

2.9. AAAPP RESPONSIBILITIES

2.9.1. 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.

2.9.2. Contract Monitoring

The AAAPP shall, at its own discretion, conduct monitoring concerning any aspect of the sub-recipient's performance of this contract.

SECTION III: METHOD OF PAYMENT**3.1. General Statement of Method of Payment**

The method of payment for this contract includes advances, and fixed rate for services. The sub-recipient shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The sub-recipient shall submit all requests for payment and expenditure reports that support requests for payment to the AAAPP on DOEA forms 106A (**ATTACHMENT IX**) and 105AS (**ATTACHMENT VIII**).

3.1.1. The sub-recipient agrees to implement the distribution of funds as detailed in **ATTACHMENT III, EXHIBIT-1 FINANCIAL AND COMPLIANCE AUDIT**. An amendment is required to change the total amount of the contract.

3.2. Advance Payments

3.2.1. The sub-recipient may request up to two months of advances at the start of the contract period, if available, to cover service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department by the State of Florida ("budget release"). The sub-recipient shall provide the AAAPP's Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed.

3.2.2. The sub-recipient's requests for advance require the approval of the AAAPP's Contract Manager. If sufficient budget is available, the AAAPP will issue approved advance payments after January 1, 2010.

3.2.3. Requests for the first through the twelfth months shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests, if available is shown on **ATTACHMENT VII** of this contract.

3.2.4. All advance payments made to the sub-recipient shall be recouped in accordance with the Reporting Schedule, **ATTACHMENT VII** of this contract.

3.2.5. Interest earned on advances must be identified separately by source of funds, state or federal. Sub-recipients shall maintain advances of federal funds in interest bearing accounts unless otherwise excepted in accordance with 45 CFR 74.22(k).

3.3. Invoice Submittal and Requests for Payment

All requests for payment and expenditure reports submitted to support requests for payment shall be on DOEA forms 106A (**ATTACHMENT IX**) and 105AS (**ATTACHMENT VIII**). Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on DOEA forms.

3.3.1. All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is **ATTACHMENT VII** to this contract.

3.3.2. Any payment due by the AAAPP under the terms of this contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the sub-recipient and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 22 of this contract.

3.3.3. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in **ATTACHMENT III, EXHIBIT-1 FINANCIAL AND COMPLIANCE AUDIT**. Any changes in the amounts of federal or general revenue funds identified on the Financial and Compliance Audit (**ATTACHMENT III, EXHIBIT-1**) form require a contract amendment.

3.3.4. Date for Final Request for Payment

The final request for payment will be due to the AAAPP no later than February 25, 2011.

3.4. Documentation for Payment

The sub-recipient shall maintain documentation to support payment requests that shall be available to the AAAPP or authorized individuals, such as Department of Financial Services, upon request.

3.4.1. The sub-recipient is required to enter all required data per DOEA's CIRTSS Policy Guidelines for clients and services in the CIRTSS database. The data must be entered into CIRTSS by the 5th of the following month for which the sub-recipient is requesting. The data must be entered into the CIRTSS before the sub-recipients submit their request for payment and expenditure reports to the AAAPP .

3.4.2. The sup-recipient will run monthly CIRTSS reports and verify that client and service data in CIRTSS is accurate. This report must be submitted to the AAAPP with the monthly request for payment and expenditure report and must be reviewed by the AAAPP before the sub-recipient's request can be approved by the AAAPP.

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 subcontractors 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

_____ Signature	_____ Date
<u>Pat Mulieri, Ed.D. Chairman</u> Name of Authorized Individual	<u>EA010-PASCO-NUTRITION</u> Application or Agreement Number

ATTEST
BY: _____
Paula S. O'Neil
Pasco County Clerk and Comptroller

Pasco County Board of County Commissioners
37918 Meridian Avenue
Dade City, Florida 33525
Name and Address of Organization

ATTACHMENT III**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the AAAPP/DOEA to the sub-recipient may be subject to audits and/or monitoring by the AAAPP/DOEA, 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 AAAPP/DOEA 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 Department of Elder Affairs. In the event the AAAPP/DOEA 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 AAAPP/DOEA 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 \$500,000.00 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 AAAPP/DOEA 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 AAAPP/DOEA. 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 \$500,000.00 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 \$500,000.00 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 Department of Elder Affairs 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 AAAPP/DOEA shall be fully disclosed in the audit report with reference to the AAAPP/DOEA 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 AAAPP/DOEA 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 \$500,000.00 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. EXHIBIT I to this agreement indicates state financial assistance awarded through the AAAPP/DOEA 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 AAAPP/DOEA, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or passthrough 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 \$500,000.00 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 \$500,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, 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 AAAPP/DOEA 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 AAAPP/DOEA shall be fully disclosed in the audit report with reference to the AAAPP/DOEA 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 AAAPP/DOEA 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, AAAPP/DOEA 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, Florida 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 East 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, Inc. 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, Florida 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 the following:

The Area Agency on Aging of Pasco-Pinellas, Inc. at the following address:

**Area Agency on Aging of Pasco-Pinellas, Inc.
Attn: Sally Gronda
9887 4th Street North, Ste 100
St. Petersburg, Florida 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 AAAPP/DOEA 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 AAAPP/DOEA, 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 AAAPP/DOEA.

ATTACHMENT III

EXHIBIT – 1

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

SERVICE	PROGRAM TITLE	FUNDING SOURCE	CFDA	UNITS	UNIT RATE	AMOUNT
Meals	Older Americans Act Administration Title IIC1 – Congregate Meals	U.S. Health and Human Services	93.045	51,646	\$4.75	245,320.50
Counseling	"	"	"	9	\$72.80	\$655.60
Education	"	"	"	1,001	\$2.16	\$2161.72
Outreach	"	"	"	1,013	\$14.79	\$14,980.77
Total III-C1 Services						\$263,118.59

SERVICE	PROGRAM TITLE	FUNDING SOURCE	CFDA	UNITS	UNIT RATE	AMOUNT
Meals	Older Americans Act Administration Title IIC2 – Home Delivered Meals	U.S. Health and Human Services	93.045	60,492	\$6.15	\$372,025.75
Counseling	"	"	"	36	\$72.80	\$2,620.40
Education	"	"	"	451	\$2.16	\$974.00
Outreach	"	"	"	384	\$14.79	\$5,678.88
Total III-C2 Services						\$381,299.03

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL 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 subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 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 subrecipients 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 69I-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.

Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97, F.S.

NOTE: If a provider is determined to be a recipient /subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-.006(2), FAC [state financial assistance] and Section _ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

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

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR Part 225 Cost Principles for State, Local and Indian Tribal Governments (Formerly OMB Circular A-87)*
- OMB Circular A-102 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR Part 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)
- Requirements)
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

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

- 2 CFR Part 220 Cost Principles for Educational Institutions OMB (Formerly Circular A-21 – 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

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

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

- Section 215.97, 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-contractors 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, 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. All versions of these products offered by the sub-recipient (represented by the undersigned) and purchased by the State will be verified for accuracy and integrity of data prior to transfer.

In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the 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 subagreements, subgrants, 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 2 CFR Part 215 (formerly OMB Circular A-110).

Pasco County Board of County Commissioners
37918 Meridian Avenue
Dade City, Florida 33525
Name and Address of Sub-recipient

	<u>Chairman</u>	
Signature	Title	Date

Pat Mulieri, Ed.D.
Name of Authorized Signer
(Revised June 2008)

ATTEST
BY: _____
Paula S. O'Neil
Pasco County Clerk and Comptroller

ATTACHMENT V

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	Date
<u>Chairman</u>	<u>Pasco County Board of County Commissioners</u>
Title	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 may pursue available remedies, including suspension and/or debarment.
3. The sub-recipient will provide immediate written notice to the AAAPP’s 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 Department 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

ASSURANCES—NON-CONSTRUCTION PROGRAMS

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

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

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

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

These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

January 2010

Contract #EA010-PASCO-NUTRITION

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Chairman
APPLICANT ORGANIZATION Pasco County Board of County Commissioners 37918 Meridian Avenue Dade City, Florida 33525	DATE SUBMITTED

ATTEST

BY: _____

Paula S. O'Neil
Pasco County Clerk and Comptroller

**CONTRACT REPORT CALENDAR
ADVANCE BASIS CONTRACT**

Report	Based On	Submit to the AAAPP on this Date
1	January Advance*	January 1
2	February Advance*	January 1
3	January Expenditure Report	February 10
4	February Expenditure Report	March 10
5	March Expenditure Report	April 10
6	April Expenditure Report	May 10
7	May Expenditure Report	June 10
8	June Expenditure Report	July 10
9	July Expenditure Report	August 10
10	August Expenditure Report	September 10
11	September Expenditure Report	October 10
12	October Expenditure Report	November 10
13	November Expenditure Report/Jan. Adv. Reconciliation**	December 10
14	December Expenditure Report/Feb. Adv. Reconciliation**	January 10
15	Final Expenditure and Request for Payment Report	February 25
16	Closeout Report	March 5

Legend: * Advance based on projected cash need.

** Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the AAAPP, payment is to accompany the report.

Note # 1:

Report #1 for Advance Basis Agreements cannot be submitted to the State Comptroller prior to January 1 or until the agreement with the DOEA has been executed and a copy sent to the Comptroller. Actual submission of the vouchers to the DOEA is dependent on the accuracy of the expenditure report

Note # 2:

The last two months of the recipient's fiscal reports covering actual expenditures shall reflect an adjustment repaying advances for the first two months of the agreement, if advances have not been recouped.

ATTACHMENT VIII

**OLDER AMERICAN ACT
RECEIPTS AND EXPENDITURE REPORT**

SUB-RECIPIENT NAME, ADDRESS, PHONE# AND FEID#	Program Funding Source: IIIB _____ IIC1 _____ IIC2 _____ IID1 _____ IID2 _____	THIS REPORT PERIOD FROM: _____ TO: _____ CONTRACT PERIOD: CONTRACT # REPORT # PSA		
CERTIFICATION: I certify to the best of my knowledge and belief that this report is complete and all outlays herein are for purposes set forth in the contract.				
Prepared by : _____ Date : _____ Approved by : _____ Date : _____				
PART A : BUDGETED INCOME/ RECEIPTS	1. Approved Budget	2. Actual Receipts For This Report	3. Total Receipts Year to Date	4. Percent of Approver Budget
1. Federal Funds	\$0.00	\$0.00	\$0.00	_____ %
2. State Funds	\$0.00	\$0.00	\$0.00	_____ %
3. Program Income	\$0.00	\$0.00	\$0.00	_____ %
4. Cash Match (CCE, HCE and Other)	\$0.00	\$0.00	\$0.00	_____ %
5. SUBTOTAL: CASH RECEIPTS	\$0.00	\$0.00	\$0.00	_____ %
6. Local In-Kind Match	\$0.00	\$0.00	\$0.00	_____ %
7. TOTAL RECEIPTS	\$0.00	\$0.00	\$0.00	_____ %
PART B: EXPENDITURES	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approver Budget
1. Meals/Meal Agreement	\$0.00	\$0.00	\$0.00	_____ %
2. Service Subcontractor	\$0.00	\$0.00	\$0.00	_____ %
3. Other	\$0.00	\$0.00	\$0.00	_____ %
4. Indirect	\$0.00	\$0.00	\$0.00	_____ %
5. TOTAL EXPENDITURES	\$0.00	\$0.00	\$0.00	_____ %
PART C : OTHER EXPENDITURES (For tracking purposes only)				
1. Match:				
a. Other and Inkind	\$0.00	\$0.00	\$0.00	_____ %
b. Local Match	\$0.00	\$0.00	\$0.00	_____ %
2. USDA Cash Received	\$0.00	\$0.00	\$0.00	_____ %
3. Total Other	\$0.00	\$0.00	\$0.00	_____ %
PART D: OTHER REVENUE AND EXPENDITURES	2. Addition Cost Alternative Program Income a. Approved Budget \$ _____ b. Received YTD \$ _____ c. Expenditures \$ _____	2. Interest a. Earned on GR Advances \$ _____ b. Returned on GR Advances \$ _____ c. Other Earned \$ _____		
1. Program income (PI) a. OAA Unbudgeted PI Receipts YTD \$ _____				

ATTACHMENT IX

**REQUEST FOR PAYMENT
RECEIPTS AND EXPENDITURE REPORT**

SUB-RECIPIENT NAME, ADDRESS, PHONE# AND FEID#	TYPE OF REPORT: Advance _____ Reimbursement _____	THIS REQUEST PERIOD Report # Agreement #: Agreement Period: PSA
-----------------------------------------------	-------------------------------------------------------------	-----------------------------------------------------------------------------

CERTIFICATION: I certify to the best of my knowledge that this request conforms with the terms and the purposes set forth in the above agreement.

Prepared by : _____ Date : _____ Approved by : _____ Date : _____

Part A: BUDGET SUMMARY	(1) ADMIN	(2) III-B	(3) III-C1	(4) III-C2	(5) III-D1	(6) III-D2	(7) Title III-E	(8) TOTAL
1. Approved Agreement Amount.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Previous Funds RECEIVED for Agreement period	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Agreement Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Previous Funds REQUESTED for Agreement period	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Agreement Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PART B: FUNDS REQUESTED								
1. 1 st -2 nd Months Request Only	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Net Expenditure For Month	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Additional Cash Needs(Attach Doc.)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Total								
PART C: NET FUNDS REQUESTED:								
1. Less: Over-Advance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Agreement Funds are Hereby Requested For	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

DOEA FORM 106A revised 01/07



ATTACHMENT X

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

Program/Facility Name	County	AAA/Sub-recipient
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, national origin or handicap? If NA or NO, explain. NA YES NO

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? If NA or NO, explain. NA YES NO

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

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 DOEA 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.

ATTACHMENT XI

**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 sub-recipient 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.