

**STANDARD AGREEMENT
AREA AGENCY ON AGING**

Pasco County Board of County Commissioners

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

The parties agree:

I. Sub-recipient Agrees:

A. Services to be Provided:

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

B. Final Request for Adjustments and Payment:

1. Final requests for budget revisions or adjustments to contract funds based on expenditures for services provided through September 30, 2008 must be submitted to the AAAPP contract manager by October 1, 2008.
2. The final request for payment invoice must be submitted by December 21, 2008.

II. The AAAPP Agrees:

A. Contract Amount:

To pay for services according to the conditions of ATTACHMENT I in an amount not to exceed \$113,534.29, subject to the availability of funds.

B. Obligation to Pay:

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

C. Source of Funds:

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

Program Title	Funding Source	CFDA/CSFA #	Fund Amounts
Nutrition Services Incentive Program	OAA	93.053	\$113,534.29
TOTAL FUNDS CONTAINED IN THIS CONTRACT			\$113,534.29

III. Sub-recipient and AAAPP Mutually Agree:

A. Effective Date:

- 1. This contract shall begin on October 1, 2007 or on the date the contract has been signed by both parties, whichever is later.
- 2. This contract shall end on January 31, 2009.

B. Termination and/or Enforcement:

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

C. Sub-recipient Responsibility:

Notwithstanding the pass-through language contained in the Assignments and Subcontracts clause of the Master Contract, the sub-recipient maintains responsibility for the performance of all subcontractors and vendors in accordance with all applicable federal and state laws.

D. Notice, Contact, and Payee Information:

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

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

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

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

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

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

07/08

Agreement #EU008-PASCO

IN WITNESS THEREOF, the parties hereto have caused this 5 page contract to be executed by their undersigned officials as duly authorized.

PASCO COUNTY BOARD
OF COUNTY COMMISSIONERS

AREA AGENCY ON AGING
PASCO-PINELLAS, INC.

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: WILLIAM DENNIS

TITLE: CHAIRMAN

TITLE: PRESIDENT

DATE: _____

DATE: _____

FEDERAL ID NUMBER: 59-6000-793

SUB-RECIPIENT FISCAL YEAR ENDING DATE: 9/30

ATTEST:

BY; _____

JED PITTMAN
CLERK OF THE CIRCUIT COURT

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
OFFICE OF THE COUNTY ATTORNEY

ATTORNEY

ATTACHMENT I

NUTRITION SERVICES INCENTIVE PROGRAM

I. STATEMENT OF PURPOSE

The Nutrition Services Incentive Program (NSIP) is authorized by Section 311 of the Older Americans Act of 2000, as amended. NSIP cash reimbursements must be used to purchase United States (U.S.) agricultural commodities or other foods of U.S. origin for nutrition projects operating under approved OAA, Title III agreements.

II. SERVICES TO BE PROVIDED

A. Services:

Authorized OAA nutrition providers will deliver nutritious meals to older adults participating in approved nutrition projects. All nutrition project meals must be prepared with the U.S. agricultural commodities for other foods of U.S. origin.

B. Manner of Service Provision:

The services will be provided in a manner consistent with and described in the sub-recipient's application for state fiscal year 2007 and the Department of Elder Affairs (DOEA) Home and Community-Based Services Handbook. In the event the handbook is revised, such revision will automatically be incorporated into the agreement and the sub-recipient will be given a copy of the revisions.

III. METHOD OF PAYMENT

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

Service to be Provided	Unit of Service	Unit Rate	Maximum Units
Eligible Congregate and Home Delivered Meals	1 unit = 1 meal	0.6137002	185,000
<u>The prospective rate is based on the estimated OAA grant award.</u>			

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

1. The request for reimbursement shall be submitted on DOEA Form 117, Request for Reimbursement, NSIP Cash-In-Lieu of Commodities.
2. DOEA Form 118, PSA/Sub-recipient Monthly Meals Report must be submitted with the request for reimbursement.

3. A CIRTS report must be submitted with DOEA Forms 117 and 118 as supporting documentation for the total number of meals reported. The CIRTS report must match the number of meals reported on DOEA Form 118.
 4. Duplication or replication of the DOEA forms 117 and 118 via data processing equipment is permissible but replication must include all data elements in the same format as included on the DOEA forms.
 5. The due date for the request for reimbursement and report(s) shall be no later than the 15th day of the month following the month being reported.
- C. Invoices will be in sufficient detail for a proper pre-audit and post-audit thereof. The sub-recipient shall maintain documentation to support payment requests that shall be available to the AAAPP, the Comptroller and/or DOEA upon request.

D. Additional Reporting Conditions:

1. This agreement is for services provided during the 2007 Federal Fiscal Year beginning **October 1, 2007** through **September 30, 2008**, however, the agreement is in effect through **January 31, 2009**. The additional four months (**October 1, 2008** through **January 31, 2009**) are to allow rates to be adjusted for the twelve-month service period. Retroactive rates will be based on the final OAA grant award divided by the total eligible meals reported in Florida. This agreement shall automatically terminate after the final rate for the federal fiscal year has been established and the release of final payments is authorized by the AAAPP.
 2. In the event that the final reimbursement rate is greater or less than the rate in Attachment I, Section III.A., then this agreement shall be appropriately adjusted and the final rate shall be effective for the entire agreement period upon notice from the AAAPP's grant manager.
- E. Any payment due by the AAAPP under the terms of this agreement may be withheld pending the receipt and approval by the AAAPP of complete and accurate financial and programmatic reports due from the sub-recipient and any adjustments thereto, including any disallowance not resolved as outlined in Section I.P. of the Master Agreement.

IV. SPECIAL PROVISIONS

A. State Laws and Regulation:

1. The sub-recipient agrees to comply with applicable parts of Florida Statutes, Rule 58A-1, Florida administrative code and the Department of Elder Affairs Home and Community-Based Services Handbook.
2. The AAAPP and sub-recipient agree to provide services and implement the provisions of this agreement in accordance with Federal, State, and Local laws, rules, regulations, and policies that pertain to the Nutrition Services Incentive Program cash payments and Older Americans Act.