

**AREA AGENCY ON AGING OF PASCO-PINELLAS, INC.  
STANDARD CONTRACT**

**LOCAL SERVICE PROGRAMS**

**THIS CONTRACT** is entered into between the Area Agency on Aging of Pasco-Pinellas, Inc. (AAAPP) and Pasco County Board of County Commissioners (Sub-Recipient), 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 Sub-Recipient 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 set forth herein, 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, forms, 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 and/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 at twelve (12:00) A.M., Eastern Standard Time **January 1, 2022** or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **June 30, 2022**.

**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 **\$48,406.00**, 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 Section 287.058(1)(g), Florida Statutes (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 this section shall apply.

**6.1.1** The Sub-Recipient shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200, 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 Section 306 of the Clean Air Act as amended (42 United States Code (U.S.C.) § 7401, et seq.), Section 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 2 CFR Part 1500. The Sub-Recipient shall report any violations of the above to the AAAPP.

**6.1.3** Neither the Sub-Recipient nor any agent acting on behalf of the Sub-Recipient may use any federal funds received in connection with this contract to influence legislation or appropriations pending before

Congress or any state legislature. The Sub-recipient must complete all disclosure forms as required, specifically The Certification and Assurances Attachment, which must be completed and returned to the AAAPP prior to the execution of this contract.

**6.1.4** In accordance with Appendix II to 2 CFR Part 200, 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 regulations 41 CFR Part 60 and in Department of Health and Human Services regulations 45 CFR Part 92, if applicable.

**6.1.5** A contract award with an amount expected to equal or exceed \$25,000.00 and certain other contract awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 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 shall 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 the Certifications and Assurances Attachment prior to the execution of this contract.

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

**6.3** If the Sub-Recipient is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N), and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Sub-Recipient must notify the AAAPP in writing within thirty (30) days of receiving the IRS notice of revocation.

**6.4** The Sub-Recipient shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

**6.5** Unless exempt under 2 CFR § 170.110(b), the Sub-Recipient shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.

**6.6** To comply with Presidential Executive Order 12989, as amended, and State of Florida Executive Order Number 11-116, Sub-Recipient agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Sub-Recipient during the contract term. Sub-Recipient shall include in related subcontracts a requirement that Subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment of all new employees hired by the Subcontractor during the contract term. Sub-Recipient meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

## **7. Compliance with State Law:**

**7.1** 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 Florida law, including Florida provisions for conflict of laws.

**7.2** If this contract contains state financial assistance funds, the Sub-Recipient shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with laws, rules, and regulations including, but not limited to, the Reference Guide for State Expenditures.

**7.3** The Sub-Recipient shall comply with the requirements of Section 287.058, F.S., as amended.

**7.3.1** The Sub-Recipient shall perform all tasks contained in Attachment I.

**7.3.2** The Sub-Recipient shall provide units of deliverables, including reports, findings, and drafts, as specified in Attachment I, to be received and accepted by the AAAPP prior to payment.

**7.3.3** The Sub-Recipient shall comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Attachment I, Section III. Method of Payment.

**7.3.4** The Sub-Recipient shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.

**7.3.5** If itemized payment for travel expenses is permitted in this contract, the Sub-Recipient shall submit invoices for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this contract.

**7.3.6** The Sub-Recipient shall allow public access to all documents, papers, letters, or other public records as defined in Section 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 will constitute an immediate breach of contract for which the AAAPP may unilaterally terminate this contract.

**7.4** If clients are to be transported under this contract, the Sub-Recipient shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, Florida Administrative Code (F.A.C).

**7.5** Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.

**7.6** The Sub-Recipient shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

**7.7** The AAAPP may, at its option, terminate the Contract if the Sub-Recipient is found to have submitted a false certification as provided under Section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Sub-Recipient has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel.

## **8. Background Screening:**

The Sub-Recipient shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the DOEA's level 2 background screening pursuant to Sections 430.0402(2)-(3), F.S. The Sub-Recipient must also comply with any applicable rules promulgated by the DOEA and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S. To demonstrate compliance with this provision, Sub-Recipient shall submit the Background Screening Affidavit of Compliance (Screening Form) to the AAAPP within thirty (30) days of execution of this contract. Should the AAAPP have a completed Screening Form on file for the Sub-Recipient, a new Screening Form will be required every twelve (12) months.

**8.1** Further information concerning the procedures for background screening may be found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

## **9. Grievance Procedures:**

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

## **10. Public Records and Retention:**

**10.1** By execution of this contract, Sub-Recipient agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

**10.1.1** Keep and maintain public records required by the AAAPP to perform the contracted services.

**10.1.2** Upon request from the AAAPP the Sub-Recipient shall provide the AAAPP a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

**10.1.3** Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Sub-Recipient does not transfer the records to the AAAPP.

**10.1.4** Upon completion of the contract, the Sub-Recipient will either transfer, at no cost to the AAAPP, all public records in possession of the Sub-Recipient to the AAAPP or will keep and maintain public records required by the AAAPP. If the Sub-Recipient transfers all public records to the AAAPP upon completion of the contract, Sub-Recipient shall destroy any duplicate public records that are exempt, or confidential and

exempt, from public records disclosure requirements. If the Sub-Recipient keeps and maintains public records upon completion of the contract, the Sub-Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AAAPP in a format that is compatible with the information technology systems of the AAAPP.

- 10.2** The AAAPP may unilaterally cancel this contract, notwithstanding any other provisions of this contract, for refusal by the Sub-Recipient to comply with Section 10 of this contract by not allowing public access to all documents, papers, letters, or other material made or received by the Sub-Recipient in conjunction with this contract, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.
- 10.3** Upon termination of this contract, whether for convenience or for cause as detailed in section 53 of this contract, the Sub-Recipient and Subcontractors shall, at no cost to the AAAPP, transfer all public records in their possession to the AAAPP and destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All records stored electronically shall be provided to the AAAPP in a format that is compatible with the information technology systems of the AAAPP.

## **11. Audits, Inspections, Investigations:**

- 11.1** The Sub-Recipient shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest, and expenditures of funds provided by the AAAPP under this contract. Sub-Recipient shall adequately safeguard all such assets and ensure that they are used solely for the purposes authorized under this contract. Whenever appropriate, financial information should be related to performance and unit cost data.
- 11.2** The Sub-Recipient shall retain and maintain 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.
- 11.3** Upon demand, at no additional cost to the AAAPP, the Sub-Recipient shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 11.4** The Sub-Recipient shall ensure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the AAAPP.
- 11.5** At all reasonable times for as long as records are maintained, persons duly authorized by the AAAPP and federal auditors, pursuant to 45 CFR Part 75, 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.
- 11.6** The Sub-Recipient shall provide a Financial and Compliance Audit to the AAAPP as specified in this contract and ensure that all related third-party transactions are disclosed to the auditor.
- 11.7** Sub-Recipient agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. Sub-Recipient further agrees that it shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to this contract agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), F.S. By execution of this contract the Sub-Recipient understands and will comply with this subsection.

## **12. Nondiscrimination-Civil Rights Compliance:**

- 12.1** The Sub-Recipient shall execute Assurances as stated in the Assurances-Non-Construction Programs Attachment 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, Sub-grantees, 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.

- 12.2** During the term of this contract, the Sub-Recipient shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, attached to this contract.
- 12.3** The Sub-Recipient shall 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.
- 12.4** 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 any 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 the contract and denial of further assistance.

**13. Monitoring by the AAAPP:**

The Sub-Recipient shall permit persons duly authorized by the AAAPP 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 of the satisfactory performance of the terms and conditions of this contract. Following such review, the AAAPP will provide a written report of its findings to the Sub-Recipient and, where appropriate, the Sub-Recipient shall develop a Corrective Action Plan (CAP). The Sub-Recipient hereby agrees to correct all deficiencies identified in the CAP in a timely manner as determined by the AAAPP.

**14. Provision of Services:**

The Sub-Recipient shall provide services in the manner described in Attachment I.

**15. Indemnification:**

The Sub-Recipient shall indemnify, save, defend, and hold harmless the AAAPP/DOEA and its agents and employees from any and all claims, demands, actions, and causes of action of whatever nature or character arising out of, or by reason of, the execution of this contract 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 negligence of the AAAPP/DOEA.

- 15.1** Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 15 is not applicable to contracts executed between the AAAPP/DOEA and state agencies or subdivisions defined in Section 768.28(2), F.S.

**16. Insurance and Bonding:**

- 16.1** The Sub-Recipient shall 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 Section 768.28(2), F.S., the Sub-Recipient accepts full responsibility for identifying and determining the type(s) and extent of liability insurance coverage 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.
- 16.2** Throughout the term of this contract, the Sub-Recipient shall 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.

**17. 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.

**18. Health Insurance Portability and Accountability Act:**

Where applicable, the Sub-Recipient shall comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

**19. Incident Reporting:**

**19.1** 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's or Subcontractor's ability to perform the services required to be performed under this contract. Such notice shall be made orally to the AAAPP (by telephone) with an email to immediately follow.

**19.2** The Sub-Recipient shall 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 the Sub-Recipient, its Subcontractors, and their employees.

**20. Bankruptcy Notification:**

During the term of this contract, the Sub-Recipient shall immediately notify the AAAPP if the Sub-Recipient, its assignees, Subcontractors, or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Sub-Recipient must also provide the following information to the AAAPP: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and (4) the name, address, and telephone number of the bankruptcy attorney.

**21. Sponsorship and Publicity:**

**21.1** As required by Section 286.25, F.S., if the Sub-Recipient is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Sub-Recipient's name) and the State of Florida, Department of Elder Affairs and the AAAPP." If the sponsorship reference is in written material, the words "State of Florida, Department of Elder Affairs and the AAAPP" shall appear in at least the same size letters or type as the name of the organization.

**21.2** The Sub-Recipient shall not use the words "State of Florida, Department of Elder Affairs and the AAAPP" to indicate sponsorship of a program otherwise financed, unless specific written authorization has been obtained by the AAAPP/DOEA prior to such use.

**22. Assignments:**

**22.1** The Sub-Recipient shall not assign the rights and responsibilities under this contract without the prior written approval of the AAAPP. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the AAAPP shall constitute a material breach of the contract. In the event the State of Florida approves assignment of the Sub-Recipient's obligations, the Sub-Recipient remains responsible for all work performed and all expenses incurred in connection with this contract.

**22.2** This contract shall remain binding upon the successors in interest of the Sub-Recipient and the AAAPP.

**23. Subcontracts:**

**23.1** 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 deems necessary. The Sub-Recipient further agrees that the AAAPP will not be liable to the Subcontractor in any way or for any reason. The Sub-Recipient, at its expense, shall defend the AAAPP against any such claims.

**23.2** The Sub-Recipient shall promptly pay any Subcontractors upon receipt of payment from the AAAPP or other state agency. Failure to make payments to any Subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Sub-Recipient and Subcontractor, will result in a penalty as provided by statute.

**24. Independent Capacity of Sub-Recipient:**

It is the intent and understanding of the Parties that the Sub-Recipient and any of its Subcontractors are independent Sub-Recipient and are not employees of the AAAPP, and that they shall not hold themselves out as employees or

agents of the AAAPP without prior specific authorization from the AAAPP. It is the further intent and understanding of the Parties that the AAAPP does not control the employment practices of the Sub-Recipient and will 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 are the sole responsibility of the Sub-Recipient.

**25. Payment:**

Payments shall be made to the Sub-Recipient for all completed and approved deliverables (units of service) as defined in Attachment I. The AAAPP will have final approval of the Sub-Recipient's invoice submitted 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. The approved invoice will be submitted to the AAAPP's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S. A Vendor Ombudsman has been established within the Florida Department of Financial Services and may be contacted at 800-342-2762.

**26. Return of Funds:**

The Sub-Recipient shall 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 in writing of such findings. Should repayment not be made forthwith, the Sub-Recipient shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after AAAPP notification or Sub-Recipient discovery.

**27. Data Integrity and Safeguarding Information:**

The Sub-Recipient shall ensure an appropriate level of data security for the information the Sub-Recipient is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all 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 shall be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Sub-Recipient shall ensure all Subcontractors maintain written procedures for computer system backup and recovery. The Sub-Recipient shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans, and Cooperative Agreements prior to the execution of this contract.

**28. Computer Use and Social Media Policy:**

The DOEA has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, Other Personal Services (OPS) employees and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Sub-Recipients and subcontractors. Any entity that uses the DOEA's computer resource systems must comply with the DOEA's policy regarding social media. Social Media includes, but is not limited to, blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube. This policy is available on the DOEA's website at: <http://elderaffairs.state.fl.us/doea/financial.php>.

**29. Conflict of Interest:**

The Sub-Recipient shall 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 the selection or in the award of a contract 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 individuals, has a financial or other interest in the firm being selected for award. The Sub-Recipient's or Subcontractor's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors, 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.

### **30. Public Entity Crime:**

Pursuant to Section 287.133, F.S., 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 Section 287.017, F.S., for CATEGORY TWO for a period of thirty six (36) months following the date of being placed on the Convicted Vendor List.

### **31. Purchasing:**

**31.1** The Sub-Recipient shall procure products and/or services required to perform this contract in accordance with section 413.036, F.S.

**31.1.1** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

**31.1.2** Pursuant to sections 413.036(1) and (4), F.S., the Sub-Recipient shall not be required to procure a product or service from RESPECT if: (a) the product or service is not available within a reasonable delivery time, (b) the Sub-Recipient is required by law to procure the product or service from any agency of the state, or (c) the Sub-Recipient determines that the performance specifications, price, or quality of the product or service is not comparable to the Sub-Recipient 's requirements.

**31.1.3** This act shall have precedence over any law requiring state agency procurement of products or services from any other nonprofit corporation unless such precedence is waived by the AAAPP in accordance with its rules.

**31.1.4** Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

**31.2** The Sub-Recipient shall procure any recycled products or materials which are the subject of, or are required to carry out, this contract when the Department of Management Services determines that those products are available, in accordance with the provisions of section 403.7065, F.S.

**31.3** The Sub-Recipient shall procure products and/or services required to perform this contract in accordance with section 946.515, F.S.

**31.3.1** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

**31.3.2** The corporation identified is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Additional information about PRIDE and the commodities or contractual services it offers is available at <https://pride-enterprises.org/>.



**32. Patents, Copyrights, Royalties:**

If this contract is awarded state funding and 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 or in any way connected with this contract, or if ownership of any discovery, invention, or copyrightable material was purchased 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 copyrightable 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. Pursuant to Section 287.0571(5)(k), F.S., the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract.

- 32.1 If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this Section 34.
- 32.2 If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR § 200.315 or 45 CFR § 75.322, as applicable.
- 32.3 Notwithstanding the foregoing provisions, if the Sub-Recipient or one of its Subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the AAAPP shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Sub-Recipients, Subcontractors, or Assignees of any resulting patented, copyrighted, or trademarked work products.

**33. Emergency Preparedness and Continuity of Operations:**

- 33.1 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.
- 33.2 In the event a situation results in a cessation of services by a Subcontractor, the Sub-Recipient shall remain responsible for performance under this contract and must follow procedures to ensure continuity of operations without interruption.

**34. Equipment:**

- 34.1 No equipment, Real Property or Information Technology Resources (ITR) shall be purchased under this contract.

**35. PUR 1000 Form:**

The PUR 1000 Form is hereby incorporated by reference and available at:

[http://www.myflorida.com/apps/vbs/adoc/F7740\\_PUR1000.pdf](http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf)

In the event of any conflict between the PUR 1000 Form and any terms or conditions of this contract, the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

**36. 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 five (5) years from the date of purchase or the completion of the improvements or as further required by law.

**37. 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.

**38. Financial Consequences:**

If the Sub-Recipient fails to meet the minimum level of service or performance identified in this contract, the AAAPP shall impose financial consequences as stated in Attachment I.

**39. No Waiver of Sovereign Immunity:**

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

**40. Venue:**

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

**41. 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.

**42. Force Majeure:**

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their 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.

**43. 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.

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

The Parties agree that the AAAPP's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

**45. Addition/Deletion:**

The Parties agree that the AAAPP reserves the right to add or to delete any of the services required under this contract when deemed to be in the State of Florida's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

**46. Waiver:**

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

**47. Compliance:**

The Sub-Recipient shall 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.

**48. Final Invoice:**

The Sub-Recipient shall submit the final invoice for payment to the AAAPP no later than thirty (30) days after the contract ending date unless otherwise specified in Attachment I. If the Sub-Recipient fails to do so, all right to payment is forfeited and the AAAPP shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract shall be withheld until all required documentation and reports due from the Sub-Recipient and necessary adjustments thereto have been approved by the AAAPP.

**49. Renegotiations of Modifications:**

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

**50. Suspension of Work:**

The AAAPP may, in its sole discretion, suspend any or all activities under the contract or purchase order, at any time, when in the interest of the State to do so. The AAAPP shall provide the Sub-Recipient written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints,

declaration of emergency, or other such circumstances. After receiving a suspension notice, the Sub-Recipient shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Sub-Recipient, the AAAPP shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Sub-Recipient to any additional compensation.

## **51. Termination:**

**51.1 Termination for Convenience.** The AAAPP, by written notice to the Sub-Recipient, may terminate this contract in whole or in part when the AAAPP determines in its sole discretion that it is in the State's interest to do so. The Sub-Recipient shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this contract, if any. The Sub-Recipient shall not be entitled to recover any cancellation charges or lost profits.

**51.2 Termination for Cause.** The AAAPP may terminate this contract if the Sub-Recipient fails to: (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Sub-Recipient shall continue work on any work not terminated. Except for defaults of Subcontractors at any tier, the Sub-Recipient shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Sub-Recipient. If the failure to perform is caused by the default of a Subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Sub-Recipient and the Subcontractor, and without the fault or negligence of either, the Sub-Recipient shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Sub-Recipient to meet the required delivery schedule. If, after termination, it is determined that the Sub-Recipient was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the AAAPP. The rights and remedies of the AAAPP in this clause are in addition to any other rights and remedies provided by law or under the contract.

## **52. Electronic Records and Signature:**

The AAAPP authorizes, but does not require, the Sub-Recipient to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this contract. A Sub-Recipient that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the Uniform Electronic Transaction Act, Section 668.50, F.S. All electronic records must be fully auditable; are subject to Florida's Public Records Law, Chapter 119, F.S.; must comply with contract Section 29, Data Integrity and Safeguarding Information; must maintain all confidentiality, as applicable; and must be retained and maintained by the Sub-Recipient to the same extent as non-electronic records are retained and maintained as required by this contract.

**52.1** The AAAPP's authorization pursuant to this section does not authorize electronic transactions between the Sub-Recipient and the AAAPP. The Sub-Recipient is authorized to conduct electronic transactions with the AAAPP only upon further written consent by the AAAPP.

**52.2** Upon request by the AAAPP, the Sub-Recipient shall provide the AAAPP with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the AAAPP of any document that was originally in electronic form with an electronic signature must identify the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

***REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK***

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

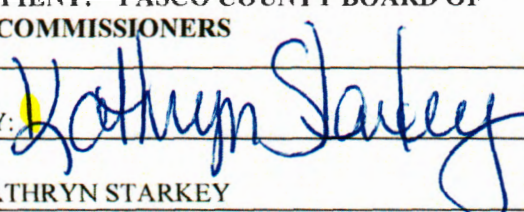

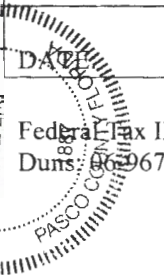
a.	The Sub-Recipient name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	Pasco County Board of County Commissioners 37918 Meridian Avenue Dade City, FL 33525
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Nikki Alvarez-Sowles, Esq. Pasco County Clerk and Comptroller Pasco County Board of County Commissioners 38053 Live Oaks Avenue Dade City, FL 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:	Cathy Pearson Assistant County Administrator (Public Services) Pasco County Board of County Commissioners 8600 Galen Wilson Boulevard Port Richey, FL 34668 (727) 834-3480
d.	The section and location within the AAAPP where Requests for Payment and Receipt and Expenditure forms are to be emailed is:	Finance Department 9549 Koger Boulevard Gadsden Building Suite 100 Saint. Petersburg, Florida 33702 <b>Finance@aaapp.org</b>
e.	The name, address, and telephone number of the AAAPP for this contract is:	Ann Marie Winter, Executive Director, 9549 Koger Boulevard, Suite 100 Saint. 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.		

**54. All Terms and Conditions Included:**

This contract and its Attachments I-VII & IX-XIII, including 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 WHEREOF**, the Parties hereto have caused this fifty-one (51) 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:  AnnMarie Winter (Feb 11, 2022 13:51 EST)
NAME: KATHRYN STARKEY	NAME: CHARLES ROBINSON
TITLE: CHAIRMAN	TITLE: PRESIDENT
DATE: 	DATE: Feb 11, 2022

Federal Tax ID 59-6000-793  
Duns: 06-967-7953

APPROVED  
IN SESSION

FEB 08 2022

PASCO COUNTY  
BCC

RECEIVED  
MAR 29 2022  
PASCO COUNTY, CLERK & COMPTROLLER

By:   
 Nikki Alvarez-Sowles, Esq., Clerk & Comptroller  
 JUNE 2nd  
 PASCO COUNTY BOARD OF COUNTY COMMISSIONERS

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## ATTACHMENT I STATEMENT OF WORK

### I. SERVICES TO BE PROVIDED

#### A. Definitions of Terms

##### 1. Acronyms

**ADLs** – Activities of Daily Living

**AAA** – Area Agency on Aging

**APCL** -Access Priority Consumer List

**CAP** - Corrective Action Plan

**CFR** – Code of Federal Regulations

**CIRTS** - Client Information and Registration Tracking System

**DOEA or Department** – Florida Department of Elder Affairs

**F.A.C.** – Florida Administrative Code

**F.S.** - Florida Statutes

**IADLs** – Instrumental Activities of Daily Living

**LSP** - Local Services Program

**NOI** - Notice of Instruction

**PSA** - Planning and Service Area

**SOPS** - Summary of Programs and Services

**U.S.C.** – United States Code

##### 2. Program-Specific Terms

**Sub-Recipient Current Application Update:** A revision to the Sub-Recipient’s current approved application wherein the Sub-Recipient enters LSP specific data into the CIRTS. An update may also include other revisions to the Sub-Recipient’s current approved application as instructed by the AAAPP.

**Department of Elder Affairs Programs and Services Handbook (DOEA Handbook):** An official document of DOEA. The Handbook includes program policies, procedures, and standards applicable to agencies which are recipients/providers of DOEA-funded programs. An annual update is provided through a Notice of Instruction.

**Functional Assessment:** A comprehensive, systematic, and multidimensional review of a person's ability to remain independent and in the least restrictive living arrangement.

**Notice of Instruction (NOI):** The Department’s established method to communicate to the Sub-Recipient the requirement to perform specific tasks or activities in a particular manner. NOIs are located on the DOEA’s website at <http://elderaffairs.state.fl.us/doea/nois.php>.

**Proviso:** Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

**Program Highlights:** Success stories, quotes, testimonials, or human-interest vignettes that are used in the AAAPP’s SOPS, to include information that helps tell the story of how programs and services help elders, families, and caregivers.

**Summary of Programs and Services (SOPS):** A document produced by the DOEA and updated yearly to provide the public and the Legislature with information about programs and services for Florida’s elders.

## **B. GENERAL DESCRIPTION**

### **1. General Statement**

The LSP provides long-term care alternatives enabling elders to maintain an acceptable quality of life in their own homes and to avoid or delay nursing home placement.

### **2. Local Services Program (LSP)**

The LSP provides community-based services to preserve elders' independence, support caregivers, and target at-risk persons. Through the provision of meals, transportation, caregiver support, in-home services, expanded respite, adult day care, or other services authorized by proviso, the LSP assists elders to live in the least restrictive environment that meets their needs.

### **3. Authority**

The relevant authority governing the LSP includes:

- a. Sections 430.201 – 430.207, F.S.;
- b. The State of Florida General Appropriations Act; and
- c. The Catalog of State Financial Assistance (CSFA) Number 65.009.

### **4. Scope of Service**

The Sub-Recipient is responsible for the programmatic, fiscal, and operational management of LSP. LSP services shall be provided in a manner consistent with the Sub-Recipient's current application, as updated, and the current DOEHA Handbook, which are incorporated by reference.

### **5. Major Program Goals**

The major goals of the LSP are to ensure that:

- a. LSP services are provided to individuals who need long-term care alternatives to maintain an acceptable quality of life in their own home; and
- b. Nursing home placement is delayed or avoided because of the services provided in this program.

## **C. Clients to be Served**

### **1. General Eligibility**

The LSP provides long-term care alternatives which assist elders in delaying or avoiding nursing home placement.

### **2. Client Eligibility**

Clients eligible to receive services under this contract must:

- a. Be sixty (60) years of age or older, unless otherwise specified in the proviso authorizing the service; and
- b. Not be enrolled in any Medicaid capitated long-term care program, except consumers in need of Legal Assistance services and Congregate Nutrition Services, including transportation to and from congregate meal sites, provided through providers following Older Americans Act (OAA) program guidelines.

### **3. Targeted Groups**

Priority for services provided under this contract shall be given to those eligible persons assessed to be at risk of placement in an institution or as otherwise specified in the authorizing proviso.

### **4. Client Determination**

The AAAPP shall have final authority for the determination of client eligibility.

## **II. MANNER OF SERVICE PROVISION**

### **A. Service Tasks**

To achieve the goals of the LSP, the Sub-Recipient shall perform, or ensure that its subcontractors perform, the following tasks:

### **1. Client Eligibility Determination**

The Sub-Recipient shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in Sections I.C.2 and I.C.3 above.

### **2. Assessment and Prioritization of Service Delivery for New Clients**

The Sub-Recipient shall ensure use of the following criteria to prioritize new clients for service delivery. It is not the intent of the AAAPP to remove existing clients from services to serve new clients being assessed and prioritized for service delivery.

- a. **Imminent Risk Individuals:** Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.
- b. Regardless of referral source, individuals determined through the AAAPP's functional assessment to be at the higher levels of frailty and risk of nursing home placement shall be given first priority.

### **3. Program Services**

The Sub-Recipient shall ensure the provision of program services is consistent with the Sub-Recipient's current application, as updated and approved by the AAAPP, and the current DOEA Handbook.

## **B. Staffing Requirements**

### **1. Staffing Levels**

The Sub-Recipient shall assign its own administrative and support staff as needed to perform the tasks, responsibilities, and duties under this contract and ensure that subcontractors dedicate adequate staff accordingly.

### **2. Professional Qualifications**

The Sub-Recipient shall ensure that staff responsible for performing any duties or functions within this contract have the qualifications as specified in the current DOEA Handbook.

### **3. Service Times**

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

### **4. Use of Subcontractors**

If this contract involves the use of a subcontractor or third party, then the Sub-Recipient shall not delay the implementation of its agreement with the subcontractor. If any circumstance occurs that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or the performance of the subcontractor, the Sub-Recipient shall notify the AAAPP in writing of such delay. The Sub-Recipient shall not permit a subcontractor to perform services related to this contract without having a binding subcontractor agreement executed prior to the subcontractor's performance. The AAAPP will not be responsible or liable for any obligations or claims resulting from such action.

#### **a. Copies of Subcontracts**

The Sub-Recipient shall submit a copy of all subcontracts to the AAAPP within thirty (30) days of the subcontract being executed.

#### **b. Monitoring the Performance of Subcontractors**

The Sub-Recipient shall monitor, at least once per year, each of its subcontractors, sub-recipients, vendors, and/or consultants paid from funds provided under this contract. The Sub-Recipient shall perform fiscal, administrative, and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws, rules, and regulations. The Sub-Recipient shall monitor to ensure that the budget is met, the scope of work is accomplished within the specified time periods, and all other performance goals stated in this contract are achieved.



**c. Copies of Subcontractor Monitoring Reports**

The Sub-Recipient shall forward a copy of all subcontractor monitoring reports to the AAAPP within thirty (30) days of the report being issued to the subcontractors, sub-recipients, vendors, and/or consultants.

**C. Deliverables**

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the tasks specified in this contract.

**1. Delivery of Services to Eligible Clients**

The Sub-Recipient shall ensure the provision of services to address the diverse needs of functionally impaired elders. The Sub-Recipient shall not provide direct services to clients, unless specifically authorized in proviso. The Sub-Recipient shall ensure performance and reporting of the following services per the Sub-Recipient's current AAAPP-approved application, the current DOEA Handbook, and Section II.A.1-3 of this contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The services include the following:

**Transportation**

**2. Services and Service Units**

The Sub-Recipient shall ensure that the provision of services described in this contract is performed in accordance with the current DOEA Handbook and the service tasks described in Section II.A. Attachment XIII, Service Rate Report, lists the services that can be performed, the highest reimbursement unit rate, the method of payment, and the service unit type. Units of service will be paid pursuant to the rate established in the Sub-Recipient as updated, as shown in Attachment XIII, and approved by the AAAPP.

**3. Administrative Responsibilities**

The Sub-Recipient shall provide management and oversight of LSP operations in accordance with the current DOEA Handbook and the AAAPP-approved Sub-Recipient's current application. Management and oversight of LSP operations include the following:

- a. Developing an application and updating it annually, at a minimum, as directed by the AAAPP.
- b. Designating appropriate and capable local service providers and establishing vendor agreements at the AAAPP level, when applicable for local service providers and LSP services according to authorizing proviso, manuals, rules and agreement procedures of DOEA.
- c. Providing technical assistance and training to local service providers, subcontractors, and vendors to ensure provision of quality services.
- d. Monitoring and evaluating local service providers, subcontractors, and vendors for fiscal, administrative, and programmatic compliance.
- e. Appropriately and timely submitting payments to subcontractors.
- f. Establishing procedures for handling recipient complaints and ensuring that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, complaints regarding provider and direct service workers, and any other issues related to complaints (other than termination, suspension, or reduction in services) that require the grievance process as described in Appendix D of the current DOEA Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint, and the determination of each complaint.
- g. Ensuring compliance with Client Information and Registration Tracking System (CIRTS) regulations.
- h. Establishing and monitoring performance objective achievements specific to authorizing proviso in

accordance with targets set by the subcontractor.

- i. Conducting annual client satisfaction surveys to evaluate and improve service delivery.

#### **D. Reports**

The Sub-Recipient shall respond within ten (10) business days, or within deadlines established by the AAAPP, to the AAAPP's request for routine and/or special requests for information and ad hoc reports. The Sub-Recipient must establish due dates for any subcontractors that permit the Sub-Recipient to meet the AAAPP's reporting requirements.

##### **1. Application Update and All Revisions Thereto**

The Sub-Recipient is required to submit an annual application update wherein the Sub-Recipient enters LSP-specific data into CIRTS. The Sub-Recipient may also be required to submit revisions to the application as instructed by the AAAPP.

##### **2. CIRTS Reports**

The Sub-Recipient shall input LSP-specific data into CIRTS. To ensure CIRTS data accuracy, the Sub-Recipient shall use CIRTS-generated reports which include the following:

- a. Client Reports;
- b. Monitoring Reports;
- c. Services Reports;
- d. Miscellaneous Reports;
- e. Fiscal Reports;
- f. Aging and Disability Resource Center Reports; and
- g. Outcome Measurement Reports.

##### **3. Annual Service Cost Reports**

The sub-Recipient shall submit Annual Service Cost Reports, which reflect actual costs of providing each service by program.

##### **4. Surplus/Deficit Report**

The Sub-Recipient shall submit to the AAAPP by the 8<sup>th</sup> of each month a Surplus/Deficit Report, in a format provided by the AAAPP. This Surplus/Deficit Report must include the following:

- a. A list of all subcontractors and their current status regarding surplus/deficit;
- b. The Sub-Recipient's detailed plan on how the surplus/deficit spending exceeding the threshold specified by the AAAPP will be resolved;
- c. Input from the Sub-Recipient's Board of Directors on resolution of spending issues, if applicable;
- d. Number of clients currently on the APCL that receive a priority ranking score of 4 or 5; and
- e. Number of clients currently on the APCL designated as Imminent Risk.

##### **5. Program Highlights**

The Sub-Recipient shall submit Program Highlights referencing specific events that occurred in SFY/FFY 2021- 2022 by August 15, 2022. The Sub-Recipient shall provide a new success story, quote, testimonial, or human- interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the Sub-Recipient shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, to identify the specific individual or entity that performed the activity described in the highlight. The Sub-Recipient shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the AAAPP.

**E. Records and Documentation****1. Requests for Payment**

The Sub-Recipient shall maintain documentation to support Requests for Payment that shall be available to the AAAPP or authorized individuals, such as the Florida Department of Financial Services, upon request.

**2. CIRTS Data and Maintenance**

The Sub-Recipient shall ensure monthly collection and maintenance of client and service information in CIRTS or any such system designated by the AAAPP.

**3. CIRTS Data and Maintenance**

The Sub-Recipient shall work with the AAAPP to ensure client addresses are correct in CIRTS for disaster preparedness efforts. At least annually, and more frequently as needed, the AAAPP will provide direction on how to validate CIRTS addresses to ensure these can be mapped. The Sub-Recipient will receive a list of unmatched addresses that cannot be mapped and the Sub-Recipient will be responsible for working with the local service providers to correct addresses, and send a list to the AAAPP with confirmed addresses. The AAAPP will use this information to update maps, client rosters, and unmatched addresses to disseminate to the local service providers.

**4. Data Integrity and Back up Procedures**

The Sub-Recipient shall 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. A copy of the backup data shall be stored in a secure, offsite location.

**5. Policies and Procedures for Records and Documentation**

The Sub-Recipient shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors. These policies and procedures shall be made available to the AAAPP upon request.

**F. Performance Specifications****1. Outcomes and Outputs (Performance Measures)**

The Sub-Recipient must:

- a. Ensure the prioritization of clients and provision of services to clients in accordance with Section II.A.1.-3. of this contract;
- b. Ensure that provision of the services described in this contract are in accordance with the current DOEA Handbook and Section II.C. of this contract;
- c. Timely and accurately submit to the AAAPP all required documentation and reports described in Section II.D.; and
- d. Timely and accurately submit Attachments XI, and XII, and supporting documentation in accordance with Attachment X, Invoice Report Schedule.

**2. Monitoring and Evaluation Methodology**

The AAAPP will review and evaluate the performance of the Sub-Recipient under the terms of this contract. Monitoring shall be conducted through direct contact with the Sub-Recipient through telephone, in writing, and/or on-site visit(s). The primary, secondary, or signatory of the contract must be available for any on-site programmatic monitoring visit. The AAAPP's determination of acceptable performance shall be final. The Sub-Recipient agrees to cooperate with the AAAPP in monitoring the progress of completion of the service tasks and deliverables. The AAAPP may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled, and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor's reports;

- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and
- j. Other procedures as deemed necessary by the AAAPP.

## **G. Sub-Recipient Responsibilities**

### **1. Sub-Recipient Accountability**

All service tasks and deliverables pursuant to this contract are solely and exclusively the responsibility of the Sub-Recipient and are tasks and deliverables for which, by execution of this contract, the Sub-Recipient agrees to be held accountable.

### **2. Coordination with Other Providers and/or Entities**

Notwithstanding that services for which the Sub-Recipient is held accountable involve coordination with other entities in performing the requirements of this contract, the failure of other entities does not alleviate the Sub-Recipient from any accountability for tasks or services that the Sub-Recipient is obligated to perform pursuant to this contract.

## **H. AAAPP Responsibilities**

### **1. AAAPP Obligations**

The AAAPP may, within its resources, provide technical support and/or assistance to the Sub-Recipient to assist the Sub-Recipient in meeting the required tasks in Section II. The AAAPP's support and/or assistance, or lack thereof, shall not relieve the Sub-Recipient from full performance of contract requirements.

### **2. AAAPP Determinations**

The AAAPP reserves the exclusive right to make certain determinations in the tasks and approaches used to perform tasks required by this contract. The absence of the AAAPP setting forth a specific reservation of rights does not mean that all other areas of this contract are subject to mutual agreement.

## **III. METHOD OF PAYMENT**

### **A. Payment Methods Used**

The method of payment for this contract is a fixed-fee/unit rate, subject to the availability of funds and Sub-Recipient performance. The AAAPP will pay the Sub-Recipient upon satisfactory completion of the Tasks/Deliverables, as specified in Section II., Manner of Service Provision, and in accordance with other terms and conditions of this contract.

#### **1. Fixed Fee/Unit Rate**

Payments for Fixed Fee/Unit Rate shall not exceed amounts established in Attachment XIII, Service Rate Report.

### **B. Funding Distribution**

The Sub-Recipient agrees to distribute funds as detailed in the application and the Annual Budget Summary (Attachment IX). Any changes in the total amounts of the funds identified on the Annual Budget Summary form require a contract amendment.

### **C. Method of Invoice Payment**

Payment shall be made upon the Sub-Recipient's presentation of an invoice and subsequent acceptance and approval by the AAAPP of the deliverables shown on the invoice. The form and substance of each invoice submitted by the Sub-Recipient shall be as follows:

1. Have a Remittance Address that corresponds exactly to the "Remit To" address provided to Sub-Recipient current Application;
2. Request payment monthly for the units of services established in the Sub-Recipient's approved

application, provided in conformance with the requirements as described in the current DOEA Handbook, at the rates established in the Service Rate Report (Attachment XIII) of this contract. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit, with calculations that equal the total invoice amount. Any requested changes to the approved budget subsequent to the execution of this contract must be submitted to the AAAPP for written approval. Any change to the total contract amount requires a formal contract amendment;

3. The Sub-Recipient shall consolidate all subcontractors' Requests for Payment and Expenditure Reports that support requests for payment and shall submit to the AAAPP the Request for Payment form (Attachment XI), Receipt and Expenditure Report (Attachment XII), and
4. All requests for payment shall be based on the submission of monthly Receipt and Expenditure Reports beginning with the first month of this contract.

#### **D. Payment Withholding**

Any payment due by the AAAPP under the terms of this contract may be withheld pending the receipt and approval by the AAAPP of all financial and programmatic reports due from the Sub-Recipient and any adjustments thereto, including any disallowance not resolved.

#### **E. Final Invoice Instructions**

The Sub-Recipient shall submit the final Request for Payment to the AAAPP no later than August 1, 2022.

#### **F. CIRTIS Data Entries for Subcontractors**

The Sub-Recipient shall enter all required data for clients and services in the CIRTIS database in accordance with the current DOEA Handbook and the CIRTIS User Manual – Aging Provider Network users (located in Documents on the CIRTIS Enterprise Application Services). Subcontractors must enter this data into the CIRTIS prior to submitting their requests for payment and expenditure reports to the Sub-Recipient. The Sub-Recipient shall establish deadlines for completing CIRTIS data entry and ensure compliance with due dates for the requests for payment and expenditure reports that Sub-Recipient must submit to the AAAPP.

#### **G. Sub-Recipient Monthly CIRTIS Reports**

The Sub-Recipient shall run monthly CIRTIS reports and verify client and service data in the CIRTIS is accurate. This report must be submitted to the AAAPP with the monthly request for payment and expenditure report.

#### **H. Corrective Action Plan**

1. Sub-Recipient shall ensure that one hundred percent (100%) of the deliverables identified in Section II.C.1.-3. of this contract are performed pursuant to contract requirements.
2. If at any time the Sub-Recipient is notified by the AAAPP that it has failed to correctly, completely, and/or adequately perform contract deliverables identified in Section II.C.1.-3. of this contract, the Sub-Recipient will have ten (10) days to submit a Corrective Action Plan (CAP) to the AAAPP that addresses the deficiencies and states how the deficiencies will be remedied within the time approved by the AAAPP. The AAAPP shall assess a Financial Consequence for Non-Compliance on the Sub-Recipient as referenced in Section III.I. of this contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The AAAPP will also assess a Financial Consequence for failure to timely submit a CAP.
3. If the Sub-Recipient fails to correct an identified deficiency within the approved time specified in the CAP, the AAAPP shall deduct the percentage established in Section III.I. of this contract from the payment for the invoice of the following month.
4. If the Sub-Recipient fails to timely submit a CAP, the AAAPP shall deduct the percentage established in Section III.I. of this contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

#### **I. Financial Consequences**

1. The AAAPP will withhold or reduce payment if the Sub-Recipient fails to perform the deliverables to the satisfaction of the AAAPP according to the requirements referenced in Section II.C. of this contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole

the performance criteria as outlined in Section II.C. of this contract:

- a. Delivery of services to eligible clients as referenced in Section II.A.1.-2. and Section II.C.1. of this contract – Failure to comply with established assessment and prioritization criteria, as evidenced by CIRT reports, will result in a two percent (2%) reduction of payment per business day. The reduction of payment will begin on the first business day following the AAAPP’s notification to the Sub-Recipient that the identified deficiency was not cured or satisfactorily addressed in accordance with the AAAPP- approved CAP, referenced in Section III.H.;
  - b. Administrative duties as referenced in Section II.C.3. of this contract – Failure to perform management and oversight of LSP operations will result in a two percent (2%) reduction of payment per business day. The reduction of payment will begin the first business day following the AAAPP’s notification to the Sub-Recipient that the identified deficiency was not cured or satisfactorily addressed in accordance with the AAAPP-approved CAP, referenced in Section III.H.; and
  - c. Timely submission of a CAP – Failure to timely submit a CAP within ten (10) business days after notification of a deficiency by the AAAPP will result in a two percent (2%) reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the AAAPP’s notification to the Sub-Recipient that the identified deficiency was not cured or satisfactorily addressed in accordance with the AAAPP approved CAP, referenced in Section III.H.
2. Exceptions may be granted solely, in writing, by the AAAPP.

#### IV. SPECIAL PROVISIONS

##### A. Final Budget and Funding Revision Requests

Final requests for budget revisions or adjustments to contract funds based on expenditures for provided services must be submitted to the AAAPP in writing no later than June 15, 2022; email requests are considered acceptable.

##### B. Sub-Recipient’s Financial Obligations

**Use of Service Dollars and Management of the Assessed Priority Consumer List** - The Sub-Recipient is expected to spend all funds provided by the AAAPP for the purpose specified in this contract. For each program managed by the Sub-Recipient, the Sub-Recipient must manage the service dollars in such a manner as to avoid having a wait list and a surplus of funds at the end of the contract period. If the AAAPP determines that the Sub-Recipient is not spending service funds accordingly, the AAAPP may transfer funds to other AAAs during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

##### C. Contract Limits

In no case shall the Sub-Recipient be required to incur costs in excess of the contract amount in providing services to the clients.

##### D. Remedies for Nonconforming Services

1. The Sub-Recipient shall ensure that all goods and/or services provided under this contract are delivered timely, completely, and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Sub-Recipient fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. The Sub-Recipient’s signature on the Request for Payment form certifies maintenance of supporting documentation and acknowledgement that the Sub-Recipient shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The AAAPP requires immediate notice of any significant and/or systemic infractions that compromise the quality, security, or continuity of services to clients.

##### E. Incident Reporting

The Sub-Recipient shall notify the AAAPP immediately but no later than forty-eight (48) hours from the Sub-Recipient awareness or discovery of changes that may materially affect the Sub-Recipient or any subcontractor’s

ability to perform the services required to be performed under this contract and in authorizing proviso. Such notice shall be made orally to the AAAPP (by telephone) with an email to immediately follow, including the Sub-Recipient's plan for provision of services authorized in proviso.

#### **F. Investigation of Criminal Allegations**

Any report that implies criminal intent on the part of the Sub-Recipient or any subcontractors and referred to a governmental or investigatory agency must be sent to the AAAPP. If the Sub-Recipient has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or other governmental agency, the Sub-Recipient shall notify the AAAPP immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Sub-Recipient or subcontractors, must be sent to the AAAPP with a summary of the investigation and allegations.

#### **G. Volunteers**

The Sub-Recipient shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Sub-Recipient shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service).

#### **H. Enforcement**

In accordance with Section 430.04, F.S., the AAAPP shall rescind designation of an area agency on aging or take intermediate measures against the Sub-Recipient, including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by the AAAPP, placement on probationary status, imposing a moratorium on Sub-Recipient action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S., if the AAAPP finds that any of the following have occurred:

1. An intentional or negligent act of the Sub-Recipient has materially affected the health, welfare, or safety of clients, or substantially and negatively affected the operation of an aging services program;
  2. The Sub-Recipient lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
  3. The Sub-Recipient has committed multiple or repeated violations of legal and regulatory requirements or AAAPP standards;
  4. The Sub-Recipient has failed to continue the provision or expansion of services after the declaration of a state of emergency;
  5. The Sub-Recipient has exceeded its authority or otherwise failed to adhere to the terms of this contract with the AAAPP or has exceeded its authority or otherwise failed to adhere to the provisions specifically provided by statute or rule adopted by the AAAPP;
  6. The Sub-Recipient has failed to properly determine client eligibility as defined by the AAAPP or efficiently manage program budgets; or
  7. The Sub-Recipient has failed to implement and maintain a AAAPP-approved client grievance resolution procedure.
- I. In making any determination under this provision, the AAAPP may rely upon findings of another state or federal agency or other regulatory body. Any claims for damages for breach of contract are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Pinellas County, Florida. In the event the AAAPP initiates action to rescind an area agency on aging designation, the AAAPP shall follow the procedures set forth in 42 U.S.C. § 3025(b).

***END OF ATTACHMENT I***

## ATTACHMENT II

### FINANCIAL AND COMPLIANCE AUDIT

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

#### MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly 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 staff, limited scope audits and/or other procedures. By entering into this contract, the Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Sub-Recipient. In the event the AAAPP determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the AAAPP to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the Sub-Recipient is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Sub-Recipient expends \$750,000.00 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 2 CFR Part 200. Financial and Compliance Audit Attachment, Exhibit 2 indicates federal resources awarded through the AAAPP by this contract. 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. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Sub-Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 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 2 CFR § 200.508.

If the Sub-Recipient expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Sub-Recipient expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, 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 contracts with the AAAPP shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the AAAPP shall be fully disclosed in the audit report with reference to the AAAPP contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the AAAPP in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Sub-Recipient's fiscal year end.



**PART II: STATE FUNDED**

This part is applicable if the Sub-Recipient is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Sub-Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Sub-Recipient, the Sub-Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Financial Compliance Audit Attachment, Exhibit 2 indicates state financial assistance awarded through the AAAPP by this contract. 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, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state 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), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., 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 \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Sub-Recipient expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state 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 contracts with the AAAPP shall be based on the contract'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 contract. All questioned costs and liabilities due to the AAAPP shall be fully disclosed in the audit report with reference to the AAAPP contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the AAAPP in effect during the audit period. For local governmental entities, 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 non-profit or for-profit organizations, financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Sub-Recipient's fiscal year end. Notwithstanding the applicability of this portion, the AAAPP retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

**PART III: REPORT SUBMISSION**

Copies of financial reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR § 200.512 by or on behalf of the Sub-Recipient directly to each of the following:

**Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132**

Pursuant to 2 CFR § 200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Sub-Recipient shall submit a copy of any management letter issued by the auditor directly to the Area Agency on Aging of Pasco-Pinellas, Inc.

**Area Agency on Aging of Pasco-Pinellas, Inc.  
Attn: Ann Marie Winter, Executive Director  
9549 Koger Blvd., Suite 100, Gadsden Building  
St. Petersburg, FL 33702**

Additionally, copies of financial reporting packages required by this contract's Financial Compliance Audit Attachment, Part II, shall be submitted by or on behalf of the Sub-Recipient directly to each of the following:

The AAAPP at the following address:

**Area Agency on Aging of Pasco-Pinellas, Inc.  
Attn: Ann Marie Winter, Executive Director  
9549 Koger Blvd., Suite 100, Gadsden Building  
St. Petersburg, FL 33702**

The Auditor General's Office at the following address:

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

Any reports, management letters, or other information required to be submitted to the AAAPP pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Sub-Recipient, when submitting financial reporting packages to the AAAPP for audits done in accordance with 2 CFR Part 200 or Chapter 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 contract for a period of six (6) years from the date the audit report is issued, and shall allow the AAAPP or its designee, the CFO, or Auditor General access to such records upon request. The Sub-Recipient shall ensure that audit working papers are made available to the AAAPP or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the AAAPP.

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**ATTACHMENT II-EXHIBIT 1****PART I: AUDIT RELATIONSHIP DETERMINATION**

Sub-Recipient who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Sub-Recipient who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Sub-Recipient who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.38 and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Sub-Recipient who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Sub-Recipient has been determined to be:

Vendor not subject to 2 CFR § 200.38 and/or Section 215.97, F.S.

Recipient/sub-recipient subject to 2 CFR §§ 200.86 and 200.93 and/or Section 215.97, F.S.

Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Sub-Recipient is determined to be a recipient/sub-recipient of federal and/or state financial assistance, and has been approved by the AAAPP to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and/or 2 CFR § 200.330 [federal awards].

**PART II: FISCAL COMPLIANCE REQUIREMENTS**

**FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS.** Sub-Recipient who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules, and regulations:

**STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:**

- 2 CFR § 200.416 - § 200.417 – Special Considerations for States, Local Governments, and Indian Tribes\*
- 2 CFR § 200.201 – Administrative Requirements\*\*
- 2 CFR § 200 Subpart F – 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 § 200.400 - § 200.411 – Cost Principles\*
- 2 CFR § 200.100 – Administrative Requirements
- 2 CFR § 200 Subpart F – 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 § 200.418 – § 200.419 – Special Considerations for Institutions of Higher Education\*
- 2 CFR § 200.100 – Administrative Requirements
- 2 CFR § 200 Subpart F – 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 2 CFR §200.400(5)(c).

\*\*For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

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

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules, and regulations

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**ATTACHMENT II-EXHIBIT 2  
FUNDING SUMMARY (2021-2022)**

**Note:** Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

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

<b>GRANT AWARD (FAIN#):</b>		<b>FEDERAL AWARD DATE:</b>	
<b>DUNS NUMBER:</b>			
<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CFDA</b>	<b>AMOUNT</b>
<b>TOTAL FEDERAL AWARD</b>			

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

**FEDERAL FUNDS:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.  
OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS**

<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CFDA</b>	<b>AMOUNT</b>
<b>TOTAL STATE AWARD</b>			

**STATE FINANCIAL ASSISTANCE SUBJECT TO SECTION 215.97, F.S.**

<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CSFA</b>	<b>AMOUNT</b>
Local Service Programs	General Revenue	65.009	\$48,406.00
<b>TOTAL AWARD</b>			<b>\$48,406.00</b>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:**

**STATE FINANCIAL ASSISTANCE**

Sections 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C., State Projects Compliance Supplement Reference Guide for State Expenditures  
Other fiscal requirements set forth in program laws, rules, and regulations.

## ATTACHMENT II

## EXHIBIT 3

## Instructions to Auditors for the Statement of Functional Expenses as Required by DOEA:

### INTRODUCTION

The Auditor General's Report No. 02-047 revealed that the functional expense statements contained in the audit reports of the recipients and sub-recipients of the Department of Elder Affairs (Department) funds varied widely both in presentation and in allocation methodology. As a result, the Auditor General's report recommended that a functional expense statement template be designed and utilized to provide for more uniform consistency and comparability between organizations as well as comparability between actual, audited historical costs and the contracted rates. These instructions are to help guide auditors when preparing the functional expense statement in the form prescribed by contract by the Department of Elder Affairs (see contract between recipient/sub-recipient and the Department of Elder Affairs).

In accordance with Statement of Financial Accounting Standards No. 117, *voluntary health and welfare organizations* are required to provide a statement of functional expenses in their general-purpose external financial statements. Most of the organizations receiving funds directly or indirectly from the DOEA are considered voluntary health and welfare organizations.

For those organizations reporting under the voluntary health and welfare organization model, the total on the functional expense statement shall articulate to the statement of activities.

If the statement of functional expenses as prescribed by the DOEA is included in the audited financial statements as supplementary information, the auditor should provide "in-relation-to" assurance in the auditor's report.

Functional categories on the prescribed statement should include a section "program services" which would include functional classifications as services provided by service providers and lead agencies. Also, a section "supporting services" should be included which accounts for the management and general, fundraising, unallowable and other support services expenses.

### SERVICE PROVIDERS AND LEAD AGENCIES

Service Providers and Lead Agencies paid under unit rate contracts funded through awards passed through the DOEA/AAAPP shall provide a statement of functional expenses in accordance with the sample template provided (see sample A) in their audited financial statements. The functional expense template should be organized such that the natural classifications, defined expense line items (see definitions below) are in the left column, with each service, functional classification, performed by the provider as a column heading extending across the top. The services shown on the functional expense statement are those services as defined by the DOEA in the Client Services Manual. Currently, the DOEA is in the rule-making process for the service definition portion of the Client Services Manual. Once finalized, those services should be used for the columnar headings. Costs for each expense line item are broken out by service, with unallowable expenses shown separately. If there are no unallowable costs, please show a zero total in this column. See below for further discussion of unallowable costs.

A row should be included indicating the total number of units by service provided for the period under audit. If the service column or service is not unit-based, enter "N/A" for the number of units in the appropriate column.

Revenues derived from DOEA-administered awards are based on units of service produced. It is therefore requested that the program outputs or results (number of units of service provided) be tested to provide reasonable assurance that documentation exists to support that services were delivered for which revenues were earned.<sup>1</sup>

### CLASSIFICATION OF COSTS

As identified in the Auditor General's review of contracted services administered by the Department of Elder Affairs, administrative costs reported in the audited financial statements of the contractors and subcontractors varied widely. In an attempt to more consistently report administrative costs, the following guidelines should help to more clearly identify the appropriate classification and allocation of administrative costs. These guidelines apply to the preparation of the Statement of Functional Expenses, (see template) as well as to the unit cost methodology used in determining future contracted unit rates and actual unit costs.

<sup>1</sup> Footnote 6 to paragraph 27 of FASB Statement No. 117

**Administrative Costs:** Costs incurred for supporting activities such as management and general, and fund raising. *Management and general* activities are those that are not identifiable with a single program or fund-raising activity but that are indispensable to the conduct of those activities and to an organization's existence. They include oversight, business management, general record keeping, budgeting, financing, and all management and administration except for direct conduct of program services or fund-raising activities. The costs of oversight and management usually include the salaries and expenses of the governing board, the chief executive officer of the organization, and the supporting staff. However, if such staff spend a portion of their time directly supervising program services, their salaries and expenses should be allocated among those functions, proportionate to time spent on those activities. The costs of disseminating information to inform the public of the organization's "stewardship" should similarly be classified as management and general expenses.<sup>2</sup> According to the Office of Management and Budget, general administration and general expenses are those that have been incurred for the overall general executive and administrative offices of the organization and other expenses of a general nature which do not relate solely to any major function of the organization.

This category shall also include its allocable share of fringe benefit costs, operation and maintenance expense, depreciation and use allowances, membership dues, corporate filing fees and other costs to maintain general business operations. Examples of this category include central offices, such as the director's office, the office of finance, business services, budget and planning, personnel, safety and risk management, general counsel, management information systems, and library costs.<sup>3</sup>

(NOTE: Indirect cost is not synonymous with administrative costs.)

The following expense line items should be displayed on the functional expense statement as management and general (administrative):

1. Salaries – should include the executive director, fiscal office, human resources office, data processing office and all related supporting personnel for those offices.
2. Payroll taxes and benefits – should include the payroll taxes and fringe benefits associated with the personnel included in number 1.
3. Travel – should include all travel and related expenses associated with the personnel included in number 1.
4. Communications/Postage – should include all telephone, cell phone, pagers, and internet service for the administrative offices associated with the personnel in number 1. Also includes mailing costs of materials for the benefit of the organization as a whole.
5. Utilities- electric, water, sewer, and other utilities for the administrative offices associated with the personnel in number 1.
6. Advertising – Includes allowable public relations and advertisement costs related to recruitment of personnel as part of number 1, procurement of goods and services for the performance of an award, costs of communicating with the public and press pertaining to specific activities or accomplishments of an award and costs of conducting general liaison with news media and government public relations officers.
7. Insurance – Includes director's and officer's liability insurance and general liability insurance.
8. Maintenance & Repair – Costs incurred for necessary maintenance, repair, or upkeep of equipment associated with general and administrative functions which neither add to the permanent value of the property nor appreciably prolong its life.
9. Printing/ Supplies – Includes publication and printing costs Also includes necessary office supplies used in the administration of the organization.  
Building costs – direct prorated portion of the cost of rental or maintenance which is related to the administrative offices associated with the personnel in number 1.
10. Equipment – Items of a non-capital nature that were purchased for general and administrative use.
11. Professional fees/Legal/Audit – Audit related costs, legal and other professional and consulting fees of a general nature.
12. Sub-contractors – Not a management and general (administrative) expense, but shown on the functional expense statement as a program service expense.
13. Program Supplies – Not a management and general (administrative) expense, but shown on the functional expense statement as a program service expense. Includes such expenses as those for incontinence supplies, assistive devices, appliances purchased for HCE consumers, etc. Could include printing costs for program- or service-specific materials.
14. Depreciation – For those items of a capital nature that were purchased for general and administrative use.
15. Food & Food supplies- Not a management and general (administrative) expense, but shown on the functional expense statement as a program service expense. The cost of the food provisions, the caterer, or food service subcontract.
17. Other – All other expenses not listed above which are of a management and general (administrative) nature. The total of this line item should not exceed 5% of the total management and general (administrative) cost category. If it does, a further breakdown of the line item expenses should be displayed.

**Program Services Costs:** Costs associated with the activities that result in goods and services being distributed to customers that fulfill the purposes or mission for which the organization exists. Those services are the major purpose for and the major output of the organization and often related to several major programs. Expenses for program services should be reported by the kind of service function or group of functions. For example, a health and welfare organization may have programs for health and family services, research, disaster relief, among others.<sup>4</sup>

The following expense line items should be displayed on the functional expense statement as program service costs.

18. Salaries – should include the case managers, case aides, program managers, actual service workers, meal site coordinators, health professionals

<sup>2</sup> AICPA Audit and Accounting guide Not-for-Profit Organizations, Supporting Services paragraphs 13.33-13.34

<sup>3</sup> Office of Management and Budget Circular A-122, "Cost Principles for Non-Profit Organizations"

<sup>4</sup> AICPA Audit and Accounting guide Not-for-Profit Organizations, Program Services paragraph 13.30

service contractors, and all related supporting personnel for those offices.

Personnel and associated expenses that would be allocated directly to services would normally include the following positions:

Program Managers

Case Managers, Case Aides

I & R, Counseling, education, & Screening staff

In-home workers (Chore, Respite, Personal Care, Homemaker)

Congregate & Home Delivered Meal staff and Nutrition staff

Home Health Workers

Recreation, Medication Management Health Promotion and Health Support Staff

Adult Day Care, and Respite staff

Any other position dedicated full time to providing a particular service or variety of services defined by DOEA, which equals 100% of their time.

**\*\*Personnel positions normally associated with Management & General activities (and their supporting costs) are not usually allocable to program services.**

However, if such staff spend a portion of their time directly supervising program services, their salaries and expenses should be allocated among those functions, proportionate to time spent on those activities. (As supported by a personnel activity report as described in OMB Circular A-122, Attachment B, paragraph 7., M.)

19. Payroll taxes and benefits – should include the payroll taxes and fringe benefits associated with the personnel included in number 18.
20. Travel – should include all travel and related expenses associated with the personnel included in number 18.
21. Communications/utilities – should include all telephone, electric, water, sewer, and other utilities for program service offices associated with the personnel in number 18.
22. Advertising – Includes allowable public relations and advertisement costs as a required service described in an award, and costs of communicating with the public and press pertaining to specific activities, events, or other accomplishments under an award.
23. Insurance – Includes general liability insurance for building space occupied by programs staff.
24. Maintenance & Repair – Costs incurred for necessary maintenance, repair, or upkeep of equipment associated with program functions which neither add to the permanent value of the property nor appreciably prolong its life.
25. Printing/Postage/Supplies – Includes the publication and printing, distribution, and mailing costs of materials for the benefit of a program (funding source) or specific service(s).
26. Building costs – The direct prorated portion of the cost of rental or maintenance, which is related to the program services offices associated with the personnel in number 18.
27. Equipment – Items of a non-capital nature that were purchased for program services use.
28. Professional fees/Legal/Audit – Audit related costs, legal and other professional and consulting fees specifically related to a program or service(s).
29. Sub-contractors – the revenues paid to individuals or entities for performance of a specific service or services required under the programs. Not a management and general (administrative) expense, but shown on the functional expense statement as a program service expense.
30. Program Supplies – Health aids, medical equipment, program-specific supplies, etc.
31. Depreciation – For those items of a capital nature that were purchased or for program service use.
32. Other – All other expenses not listed above which are related directly to program service activities. The total of this line item should not exceed 5% of the total expenses. If it does, a further breakdown of the line item expenses should be displayed.
33. Units of Services provided for the program must be listed on the Statement of Functional Expense by Service Type.

### **UNALLOWABLE COSTS**

The costs of organized fund raising activities, while they may be necessary to the agency's operations, are unallowable, regardless of the purpose for which the funds will be used. Fund raising and investment activities shall be allocated an appropriate share of indirect costs.<sup>5</sup>

To be allowable, costs must:

- (1) demonstrate reasonableness for and comparability to current market conditions necessary for the performance of the contract to which they are allocated;
- (2) conform to any limitations or exclusions set forth in the Client Services Manual or in the contracts as to type or amount of cost items;
- (3) be consistent with policies and procedures that apply uniformly to both federally financed and general revenue activities of the DOEA/AAAPP;

<sup>5</sup> OMB Circular A-87, Attachment B, paragraph 21.



- (4) be accorded consistent treatment;
- (5) be determined in accordance with generally accepted accounting principles;
- (6) for OAA funds, not be included as a cost or used to meet cost sharing or matching requirements of any other federally financed program in either the current or prior funding period;
- (7) be adequately documented.

The principles to be applied in establishing the allowability or unallowability of certain items of cost based on 45 CFR, Parts 74 and 92, for nonprofit organizations and 41 CFR, Subpart 1-15.2 for for-profit organizations is incorporated by reference to OMB Circular 122, Cost Principles for Nonprofit Organizations, Attachment B in its entirety. These principles apply to all of the DOEA's programs whether a cost is treated as direct or indirect. Failure to mention a particular item of cost is not intended to imply that it is unallowable; rather, determination as to allowableness in each case should be based on the treatment or principles provided for similar or related items of cost. The items herein incorporated by reference in OMB Circular A-122, Cost Principles for Nonprofit Organizations, OMB A-87, Cost Principles for state, local and Indian Tribal governments and OMB A-21, Cost Principles for Educational Institutions apply to nonprofit organizations, local governments and institutions of higher education.

Expenditures prohibited from state or federal funds, as applicable, unless expressly provided by law include, but are not limited to:

Congratulatory telegrams;  
Flowers and/or telephone condolences;  
Presentation of plaques for outstanding service;  
Entertainment for visiting dignitaries;  
Refreshments such as coffee and doughnuts;  
Decorative items (globe, statues, potted plants, picture frames, wall hangings, etc.);  
Greeting Cards (section 286.27, F.S.);  
Alcoholic beverages;  
Portable heaters and fans, refrigerators, stoves, microwave ovens, coffee pots, coffee mugs, etc.;  
Clocks for private offices;  
Meals, except those served to inmates and clients of State Institutions;

**ATTACHMENT III  
CERTIFICATIONS AND ASSURANCES**

AAAPP will not award this contract unless Sub-Recipient completes this CERTIFICATIONS AND ASSURANCES. In performance of this contract, Sub-Recipient provides the following certifications and assurances:

- A. **Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. **Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. **Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. **Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. **Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. **Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreements**
- H. **Verification of Employment Status Certification**
- I. **Records and Documentation**
- J. **Certification Regarding Inspection of Public Records**

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The undersigned Sub-Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal AAAPP or agency;
2. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

**B. CERTIFICATION REGARDING LOBBYING – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.**

The undersigned Sub-Recipient certifies, to the best of its knowledge and belief, that:

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 Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan,

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and Sub-Recipient shall certify and disclose accordingly.

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

**C. NON- DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).** - As a condition of the Contract, Sub-Recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the AAAPP.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the AAAPP.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the AAAPP.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the AAAPP.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Sub-Recipient also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Sub-Recipient’s operation of the WIA Title I – financially assisted program or activity, and to all contracts Sub-Recipient makes to carry out the WIA Title I – financially assisted program or activity.

Sub-Recipient understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and Sub-Recipient shall provide this assurance accordingly.

**D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.**

Sub-Recipient hereby certifies that neither it, nor any person or affiliate of Sub-Recipient, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Sub-Recipient understands and agrees that it is required to inform DOEA immediately upon any change of circumstances regarding this status.

**E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).**

As a condition of the Contract, Sub-Recipient assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and Sub-Recipient shall provide this assurance accordingly.

**F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.**

In accordance with section 287.135, F.S., Sub-Recipient hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Sub-Recipient hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it is not engaged in business operations in Cuba or Syria.

Sub-Recipient understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the AAAPP terminating this contract and the submission of a false certification may subject Sub-Recipient to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Sub-Recipient is unable to certify any of the statements in this certification, Sub-Recipient shall attach an explanation to this contract.

**G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACTS, AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

1. The Sub-Recipient and any Subcontractors 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 contract 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, Subcontractors, or any outside entity on which the Sub-Recipient 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, Sub-Recipient 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.
4. 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 state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Sub-Recipient and any Subcontractors of services under this contract warrant that 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.

## H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the AAAPP, Sub-Recipient certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Sub-Recipient during the contract term to perform employment duties pursuant to this contract, and that any subcontracts include an express requirement that Subcontractors performing work or providing services pursuant to this contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the entire contract term.

The Sub-Recipient shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

## I. RECORDS AND DOCUMENTATION

The Sub-Recipient agrees to make available to AAAPP staff and/or any party designated by the AAAPP any and all contract related records and documentation. The Sub-Recipient shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the AAAPP. Maintenance includes valid exports and backups of all data and systems according to AAAPP standards.

## J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

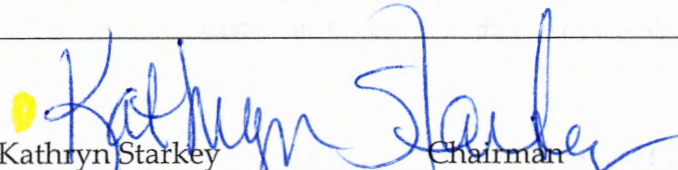
1. In addition to the requirements of Section 10 of the Standard Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the AAAPP is named in the civil action, Sub-Recipient agrees to indemnify and hold harmless the AAAPP for any costs incurred by the AAAPP and any attorneys' fees assessed or awarded against the AAAPP from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.
  - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the AAAPP and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity **which pertain to the public agency (Florida Department of Elder Affairs)** are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does  does not  provide for institutional memberships.

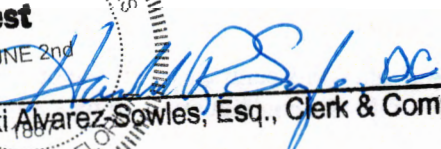
Sub-Recipient's signature below attests that records pertaining to the dues or membership application by the AAAPP are available for inspection if applicable, as stated above.

By execution of this contract, Sub-Recipient must include these provisions (A-J) in all related subcontract agreements (if applicable).

By signing below, Sub-Recipient certifies that the representations outlined in parts A through J above are true and correct.

 Kathryn Starkey Chairman	38053 Live Oaks Avenue
<b>Signature and Title of Authorized Representative</b>	<b>Street Address</b>
Pasco County Board of County Commissioners	Dade City, Florida 33523-3894
<b>Sub-Recipient</b>	<b>City, State, Zip code</b>



**Attest**  
 By:   
 Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

**APPROVED IN SESSION**  
 FEB 08 2022  
 PASCO COUNTY BCC

**ATTACHMENT IV ASSURANCES—  
NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average forty-five (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.

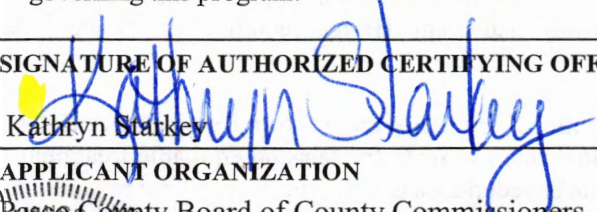
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**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.**

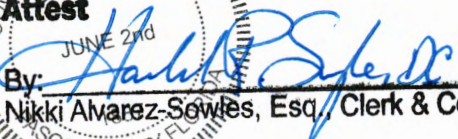
1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will 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) Sections 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 sub-contracts.
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 2 CFR Part 200.
18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b>  Kathryn Starkey	<b>TITLE</b> Chairman
<b>APPLICANT ORGANIZATION</b> Pasco County Board of County Commissioners	<b>DATE SUBMITTED</b> APPROVED IN SESSION FEB 08 2022



Attest  
 By:   
 Nikki Alvarez-Sowles, Esq., Clerk & Comptroller

FEB 08 2022  
 PASCO COUNTY  
 BCC



**ATTACHMENT V**

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

Program/Facility Name Pasco County Public Transportation	County Pasco	AAA/Contractor
Address 8620 Galen Wilson Blvd.	Completed By James Flaherty, Business & Compliance Manager	
City, State, Zip Code Port Richey, FL 34668	Date 12/14/2021	Telephone 727-834-3200

**PART I: READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION WHICH WILL HELP YOU COMPLETE THIS FORM.**

1. Briefly describe the geographic area served by the program/facility and the type of service provided:  
Provide Fixed Route and Demand Response Paratransit service to Pasco County citizens and visitors.

For questions 2-5 please indicate the following:		Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
2. Population of area served	Source of data:US Census	553,947	85.9	6.1	16.5	4.7	51.2	13.7	61.7
3. Staff currently employed	Effective date: 12/22/21	119	72	8	17	3	39	1	90
4. Clients currently enrolled/registered	Effective date: 12/22/21	449	76	9	11	4	66	59	96
5. Advisory/Governing Board if applicable		5	100	0	0	0	40	0	80

**PART II: USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE. IF N/A or NO, EXPLAIN.**

6. Is an Assurance of Compliance on file with DOEA? N/A YES NO

7. Compare the staff composition to the population. Is staff representative of the population? N/A YES NO

8. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? N/A YES NO

9. 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 disability? N/A YES NO

10. For in-patient services, are room assignments made without regard to race, color, national origin or disability? N/A YES NO  
 No in-patient services provided.

11. Is the program/facility accessible to non-English speaking clients? N/A YES NO

12. Are employees, applicants and participants informed of their protection against discrimination? If YES, how? N/A YES NO  
 Verbal  Written  Poster

13. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. N/A NUMBER  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

14. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? N/A YES NO  
    
 \_\_\_\_\_  
 \_\_\_\_\_

**PART III: THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES. IF NO, EXPLAIN.**

15. Has as a self-evaluation been conducted to identify any barriers to serving disabled individuals and to make any necessary modifications? YES NO  
   
 \_\_\_\_\_  
 \_\_\_\_\_

16. Is there an established grievance procedure that incorporates due process in the resolution of complaints? YES NO  
   
 \_\_\_\_\_  
 \_\_\_\_\_

17. Has a person been designated to coordinate Section 504 compliance activities? YES NO  
   
 \_\_\_\_\_  
 \_\_\_\_\_

18. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability? YES NO  
   
 \_\_\_\_\_  
 \_\_\_\_\_

19. Are auxiliary aids available to ensure accessibility of services to hearing and sight-impaired individuals? YES NO  
   
 \_\_\_\_\_  
 \_\_\_\_\_

**PART IV: FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.**

20. Do you have a written affirmative action plan? If NO, explain. YES NO  
   
 \_\_\_\_\_  
 \_\_\_\_\_

<b>DOEA USE ONLY</b>		
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 ____ / ____ / ____

**ATTACHMENT V**  
**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, sex, disability, and over the age of 40. 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 Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. 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, disability, and over the age of 40. Include the date that enrollment was counted.
  - a. Where there is a 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.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. 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 Part 80. This is usually a standard part of the contract language for DOEAs Recipients and their Sub-grantees. 45 CFR § 80.4(a).
7. Is the race, sex, and national origin 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?
8. 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.
9. 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 disability. 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 disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR § 80.3(b).
10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR § 80.3(a).
11. 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).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the AAAPP or the U.S. Department of Health and Human Services. 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.
13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and 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 of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).

- 14.** The program/facility must be physically accessible to mobility, hearing, and sight-impaired 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, and 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.
- 15.** 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:
  - a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
  - b. Modify policies and practices that do not meet Section 504 requirements.
  - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
  - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
- 16.** Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
- 17.** Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
- 18.** Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
- 19.** Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailled and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
- 20.** Programs or facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

**ATTACHMENT VI  
SUB-RECIPIENT'S STATE CONTRACT LIST**

## Sub-Recipient's State Contract List

**REPORT PERIOD:**

From:

To:

**SUB-RECIPIENT INFORMATION:**

Name:

Phone:

Address:

Email:

FEID:

Contact:

	Contract #	Contract/ Program Name	State Agency/ Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
<b>Total</b>									

SIGNATURE:

DATE:

TITLE:

### ATTACHMENT VII BACKGROUND SCREENING

Department of  
**ELDER AFFAIRS**  
STATE OF FLORIDA



Ron DeSantis  
Governor

Richard Prudom  
Secretary

#### BACKGROUNDSCREENING

#### Attestation of Compliance -Employer

**AUTHORITY:** This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term “employer” means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is “a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client’s living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities and volunteers.” § 430.0402(1)(b), Fla. Stat.

#### ATTESTATION:

As the duly authorized representative of

Pasco County Board of County Commissioners

*Employer Name*

located at 3798 Meridian Avenue Dade City FL 33525  
*Street Address City State ZIP code*

I, Kathryn Starkey do hereby affirm under penalty of  
*Name of Representative*

perjury that the above-named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

Kathryn Starkey  
*Signature of Representative*

Kathryn Starkey, Chairman

*Date*

APPROVED  
IN SESSION

FEB 08 2022

PASCO COUNTY  
BCC

Form 235, Attestation of Compliance - Employer, Effective January 19, 2021

Section 435.05(3),

Form available at: <http://elderaffairs.state.fl.us/english/backgroundscreening.php>

Attest  
By: Nikki Alvarez-Sowles, Esq., Clerk & Comptroller  
JUNE 2022  
PASCO COUNTY FLORIDA

**ATTACHMENT IX**  
**ANNUAL BUDGET SUMMARY**

**PSA: 5**

**Pasco County Board of County Commissioners**

1. Transportation	\$48,406.00
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<b>TOTAL</b>	<hr/> <b>\$48,406.00</b>
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**ATTACHMENT X  
INVOICE REPORT SCHEDULE**

<b>Report Number</b>	<b>Based On</b>	<b>Submit to AAAPP on this Date</b>
1	January Invoice	February 8th
2	February Invoice	March 8th
3	March Invoice	April 8th
4	April Invoice	May 8th
5	May Invoice	June 8th
6	June Invoice	July 8th
7	Final Invoice	August 5th
8	Closeout Report	August 15th
Note #1:	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.	

Monthly Request for Payment and Receipts and Expenditure reports should be submitted to AAAPP at:  
Finance@aaapp.org



**ATTACHMENT XI  
REQUEST FOR PAYMENT  
LOCAL SERVICE PROGRAM**

RECIPIENT NAME, ADDRESS, PHONE# and FEID#   	TYPE OF PAYMENT REQUEST :  Regular _____  Advance _____	This Request Period _____ PSA # _____ Report# _____ Contract # _____ Contract Period _____
---	---	--

CERTIFICATION: I hereby certify to the best of my knowledge that this request is complete and correct and conforms with the terms and the purposes of the above contract.

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_ Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

PART A: BUDGET SUMMARY	LSP		TOTAL
1. Approved Contract Amount	\$0.00		\$0.00
2. Previous Funds Received for Contract Period	\$0.00		\$0.00
3. Contract Balance (line 1 minus line 2)	\$0.00		\$0.00
4. Previous Funds Requested and Not Received for Contract Period	\$0.00		\$0.00
5. Contract Balance (line 3 minus line 4)	\$0.00		\$0.00

PART B: CONTRACT FUNDS REQUEST			
1. Anticipated Cash Needs (1st - 2nd month, Attach Justification)	\$0.00		\$0.00
2. Net Expenditures For Month (DOEA Form 105L Part B, Line 6)	\$0.00		\$0.00
3. TOTAL	\$0.00		\$0.00

PART C: NET FUNDS REQUESTED			
1. Less Advance Applied	\$0.00		\$0.00
2. Contract Funds are Hereby Requested (Part B, Line 3 minus Part C, Line 1)	\$0.00		\$0.00

List of Services / Units / Rates provided - See attached report.

## ATTACHMENT XII RECEIPT AND EXPENDITURE REPORT

### LOCAL SERVICE PROGRAM

PROVIDER NAME, ADDRESS, PHONE # and FEID# _____  ADVANCE _____  REGULAR _____	Program Funding Source : _____  _____  _____	THIS REPORT PERIOD: From _____ To _____  CONTRACT PERIOD: CONTRACT # _____  REPORT # _____  PSA# _____
---	--	--

CERTIFICATION : I certify to the best of my knowledge and belief that the report is complete and correct 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 Approved Budget
1. State Funds	\$0.00	\$0.00	\$0.00	#DIV/0!
2. Program Income	\$0.00	\$0.00	\$0.00	#DIV/0!
3. Local Cash Match	\$0.00	\$0.00	\$0.00	#DIV/0!
4. SUBTOTAL: Cash Receipts	\$0.00	\$0.00	\$0.00	#DIV/0!
5. Local In-Kind Match	\$0.00	\$0.00	\$0.00	#DIV/0!
6. TOTAL RECEIPTS	\$0.00	\$0.00	\$0.00	#DIV/0!

PART B : EXPENDITURES (From Approved Budget)	1. Approved Budget	2. Expenditures For This Report	3. Expenditures Year to Date	4. Percent of Approved Budget
1. Administrative Services	\$0.00	\$0.00	\$0.00	#DIV/0!
2. Meals / Meals Agreements	\$0.00	\$0.00	\$0.00	#DIV/0!
3. Service Subcontractors	\$0.00	\$0.00	\$0.00	#DIV/0!
4. Fixed Price	\$0.00	\$0.00	\$0.00	#DIV/0!
5. Indirect Costs	\$0.00	\$0.00	\$0.00	#DIV/0!
6. TOTAL EXPENDITURES	\$0.00	\$0.00	\$0.00	#DIV/0!

PART C : OTHER REVENUE AND EXPENDITURES  I. Interest 1. Earned on GR Advance \$ _____ 2. Return of GR Advance \$ _____ 3. Other Earned \$ _____	II. Advance Recoupment  1. Advance Recouped \$ _____
--	--

**ATTACHMENT XIII  
SERVICE RATE REPORT**

<b>SERVICE</b>	<b>FY 21/22 REIMBURSEMENT UNIT RATE</b>	<b>UNITS</b>	<b>FUNDING</b>	<b>METHOD OF PAYMENT</b>	<b>UNIT TYPE</b>
TRANSPORTATION	\$26.25	1,845	\$48,406.00	Fixed Fee/Unit Rate	TRIP


# EL021-PASCO TRANSPORTATION

Final Audit Report

2022-02-11

Created:	2022-02-11
By:	Zakiya Waller (zakiya.waller@aaapp.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsCT-I-QBR5oXm7sxb3C4jRjshEW-1sll

## "EL021-PASCO TRANSPORTATION" History

-  Document created by Zakiya Waller (zakiya.waller@aaapp.org)  
2022-02-11 - 6:39:16 PM GMT- IP address: 97.79.31.237
-  Document emailed to AnnMarie Winter (annmarie.winter@aaapp.org) for signature  
2022-02-11 - 6:42:17 PM GMT
-  Email sent to kschieble@gopasco.com bounced and could not be delivered  
2022-02-11 - 6:42:27 PM GMT
-  Email viewed by AnnMarie Winter (annmarie.winter@aaapp.org)  
2022-02-11 - 6:50:50 PM GMT- IP address: 97.79.31.237
-  Document e-signed by AnnMarie Winter (annmarie.winter@aaapp.org)  
Signature Date: 2022-02-11 - 6:51:18 PM GMT - Time Source: server- IP address: 97.79.31.237
-  Agreement completed.  
2022-02-11 - 6:51:18 PM GMT

