

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 11/16/11- 11/17/11 Division: CAD

Bulk Item: Yes No Department: Social Services/Nutrition

Staff Contact Person/Phone #: Ellen Caron X4522

AGENDA ITEM WORDING: Request approval of Contract US-1251 between the Alliance for Aging, Inc. and Monroe County Board of County Commissioners.

ITEM BACKGROUND: This contract allows for reimbursement to the County for congregate and home delivered meals provided to clients of the Nutrition Program.

PREVIOUS RELEVANT BOCC ACTION: Approval of Amendment 001 to Contract US -1151 on December 15, 2010, which adjusted the total amount of the contract.

CONTRACT/AGREEMENT CHANGES: New Contract effective 10/1/11-12/31/2012.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$29,787 **BUDGETED:** Yes No

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: \$0 **SOURCE OF FUNDS:** Older Americans Act - USDA

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty [Signature] OMB/Purchasing _____ Risk Management [Signature]

DOCUMENTATION: Included Not Required

DISPOSITION: _____

AGENDA ITEM # _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Alliance for Aging, Inc. Contract # US - 1251
 Effective Date: October 1, 2011
 Expiration Date: December 31, 2012

Contract Purpose/Description:
 Reimburses the County for congregate and home delivered meals provided to the clients of the Monroe County Nutrition Program.

Contract Manager: Sheryl Graham 4510 Social Services/ Stop #1
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on November 16, 2011 Agenda Deadline: November 1, 2011

CONTRACT COSTS

Total Dollar Value of Contract: \$ 29,787 Current Year Portion: \$ _____
 Budgeted? Yes No Account Codes: 125-6153111- _____
125-6153211- _____
 Grant: \$ 29,787 125-6153112- _____
 County Match: \$ 0 125-6153212- _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>11-1-11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11-1-11</u>
Risk Management	<u>10-31-11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>10-31-11</u>
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11/1/11</u>
County Attorney	_____	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>10/27/11</u>

Comments: * PG. 6, ATTACHMENT E, PARAGRAPH D1 HAS A TYPO THAT NEEDS TO BE CORRECTED -> LINE 2 OF SUBPARAGRAPH 1 SAYS "BEGINNING OCTOBER 1, 2012" IT SHOULD BE "OCTOBER 1, 2011". PLEASE INSERT CORRECTION. NO NEED TO RE-SUBMIT FOR REVIEW ONCE CORRECTION HAS BEEN MADE.

**NUTRITION SERVICES INCENTIVE PROGRAM
2011-2012 CONTRACT**

THIS CONTRACT is entered into between the Alliance for Aging, Inc., hereinafter referred to as the "Alliance", and **Monroe County Board of Commissioners**, hereinafter referred to as the "recipient

The total amount and the reimbursement rate included in this initial contract are subject to change based on the official funding allocation and unit reimbursement rate is published by DOEA.

I. Recipient Agrees:

A. Services to be Provided:

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

B. Requirements of Section 287, Florida Statutes:

These requirements are herein incorporated by reference.

C. Final Request for Payment:

The Recipient **must** submit the final request for payment to the Alliance no more than 30 days after the contract ends or is terminated; **if the Recipient fails to do so, all right to payment is forfeited, and the Alliance will not honor any requests submitted after the aforesaid time period.** Any payment due under the terms of this contract may be withheld until all reports due from the Recipient, and necessary adjustments thereto, have been approved by the Alliance.

D. Additional Reporting Requirements:

1. If the Alliance has sanctioned the recipient, while the sanctions are in effect the recipient shall provide to the Alliance, on a monthly basis, the recipient's financial statements that reflect the current, un-audited revenues and expenditures and the recipient's cash position as well as any other documentation that may be requested by the Alliance.
2. If the recipient is required to prepare a corrective action plan, supporting documentation as requested by the Alliance shall be provided.

II. The Alliance Agrees:

A. Contract Amount:

To pay for services according to the conditions of Attachment I in an amount not to exceed **\$29,787.00**, subject to the availability of funds.

B. Obligation to Pay:

The Alliance's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature and passed through the Department of Elder Affairs.

C. Source of Funds:

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

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Nutrition Services Incentive Program	2011- 2012	OAA	93.053	\$29,787.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$29,787.00

III. Recipient and Alliance Mutually Agree:

A. Effective Date:

1. This contract shall begin on October 1, 2011.
2. Delivery of services shall end on **September 30, 2012**. This contract shall end on December 31, 2012. See Attachment I, Section III.E.

B. Termination, Suspension, and/or Enforcement:

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

C. Recipient Responsibility:

The provider agrees to comply with applicable parts of Rule Chapter 58C-1, Florida Administrative Code promulgated for administration of Sections 430.201 through 430.207, Florida Statutes, and the **Department of Elder Affairs 2012 Home and Community-Based Services Handbook**.

D. Notice, Contact, and Payee Information:

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

Max B. Rothman, JD, LL.M.
 President/CEO
 760 W 107th Avenue, Suite 214
 Miami, FL 33156

(305) 670-6500

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

Sheryl Graham
GATO Building – 1100 Simonton Street
Key West, FL 33040
(305) 292-4573

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

Monroe County Board of Commissioners
GATO Building – 1100 Simonton Street
Key West, FL 33040
(305) 292-4573

E. Renegotiation or Modification:

1. Modifications or changes to the funding in this contract and corresponding services related to the increase or decrease, may be made in the form of a written Notice of Award Increase/Decrease signed by the Alliance's President and Director of Administration. The Board President or its Designee of the recipient shall sign the Notice of Award Increase/Decrease and return it to the Alliance within fourteen (14) days or sooner if requested by the Alliance. By signing Notice of Award Increase/Decrease, the Board President or its Designee of the recipient acknowledges the receipt of and agreement with the terms contained in the Notice.
2. Upon Receipt of a Notice of Award Increase/Decrease, the recipient shall update affected information in budget summaries, deliverable schedules, unit rate information contained in the unit cost methodology, or any other applicable financial information contained in the service provider application or required in this contract. This shall be done within ten working days of receipt of such notice.

IN WITNESS THEREOF, the parties hereto have caused this 7-page contract to be executed by their undersigned officials as duly authorized.

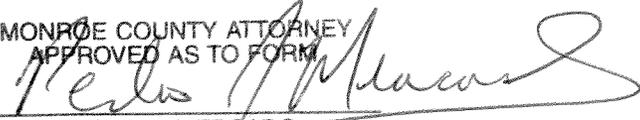
RECIPIENT:
MONROE COUNTY BOARD OF
COMMISSIONERS

ALLIANCE FOR AGING, INC.

BOARD PRESIDENT OR
AUTHORIZED DESIGNEE

SIGNED BY: _____
NAME: _____
TITLE: _____
DATE: _____

SIGNED BY: _____
Max B. Rothman, JD, LL.M.
NAME: _____
TITLE: President / CEO
DATE: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 10/27/11

FEDERAL ID NUMBER: 59-6000749
RECIPIENT FISCAL YEAR END DATE: 09/30

**ATTACHMENT I
NUTRITION SERVICES INCENTIVE PROGRAM**

I. STATEMENT OF PURPOSE

The Nutrition Services Incentive Program (NSIP) is authorized by Section 311 of the Older Americans Act of 2000, as amended. The NSIP is the new name for the former United States Department of Agriculture (USDA) cash or commodity program known as the Nutrition Program for the Elderly. NSIP provides reimbursement for the purchase of United States produced agricultural and other food commodities for use in nutrition projects operating under approved Older Americans Act Title III contracts.

II. SERVICES TO BE PROVIDED

A. Services:

Upon receipt of a prior authorization for services from Alliance staff, to provide the following services: The purchase of United States produced agricultural and other food commodities for use in nutrition projects operating under approved Title III contracts for nutrition services with the Recipient. Prior authorization for these services will be provided by the Alliance.

B. Manner of Service Provision:

The services will be provided in a manner consistent with and described in the recipient's service provider application update for federal fiscal year 2012 and the Department of Elder Affairs Home and Community-Based Services Handbook. In the event the handbook is revised, such revision will automatically be incorporated into the contract and the recipient will be given a copy of the revisions.

III. METHOD OF PAYMENT

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

Service to be Provided	Units of Service	Unit Rate	Maximum Units
Eligible Congregate and Home Delivered Meals	1 unit = 1 meal	0.68	43,804

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

- B.** All requests for reimbursement shall be in accordance with policy regarding reimbursable meals and Client Information Registration and Tracking System (CIRTS) policy regarding data entry for reimbursable meals. All requests for reimbursement shall include:
1. The request for reimbursement shall be submitted on DOEA Form 117, Request for Reimbursement, USDA Cash-In-Lieu of Commodities.
 2. DOEA Form 118, PSA/Recipient Monthly Meals Report must be submitted with the request for reimbursement.
 3. A CIRTS report must be submitted with DOEA Forms 117 and 118 as supporting documentation for the total number of meals reported. The CIRTS report must match the number of meals reported on DOEA Form 118.
 4. Duplication or replication of the DOEA forms 117 and 118 via data processing equipment is permissible but replication must include all data elements in the same format as included on the departmental forms.
 5. The due date for the request for reimbursement and report(s) shall be no later than the 10th day of the month following the month being reported.
- C.** Invoices will be in sufficient detail for a proper pre-audit and post-audit thereof. The recipient shall maintain documentation to support payment requests which shall be available to the Comptroller, the Department of Elder Affairs or the Alliance, upon request.

D. Additional Reporting Conditions:

1. This contract is for services provided during the 2012 Federal Fiscal Year beginning October 1, 2011 through September 30, 2012; however, the contract is in effect through December 31, 2012. The additional four months (October 1, 2012 through December 31, 2012) are to allow rates to be adjusted for the twelve-month service period. Retroactive rates will be based on the final OAA grant award divided by the total eligible meals reported in Florida. This contract shall automatically terminate after the final rate for the federal fiscal year has been established and the Department of Elder Affairs authorizes the release of final payments.
2. In the event that the final reimbursement rate is greater or less than the rate in Attachment I, Section III.A., then this contract shall be

appropriately adjusted and the final rate shall be effective for the entire contract period upon notice from the department's contract manager.

- E.** Any payment due by the Alliance under the terms of this contract may be withheld pending the receipt and approval by the Alliance of complete and accurate financial and programmatic reports due from the recipient and any adjustments thereto.

IV. SPECIAL PROVISIONS

A. State Laws and Regulation:

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

THIS AMENDMENT, entered into between the Alliance for Aging, Inc. hereinafter referred to as the "Alliance", and Monroe County Board of Commissioners.

The purpose of this amendment is to decrease the contract amount by \$2,898, for a total contract of \$ 29,787. Payments will be made based on availability of funds.

- 1. This amendment shall begin on November 1, 2010 or the date it has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract are hereby amended to conform with this amendment.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this 1-page amendment to be executed by their undersigned officials as duly authorized.

PROVIDER:

Monroe County Board of Commissioners.

ALLIANCE FOR AGING, INC.

SIGNED BY: [Signature]

SIGNED BY: [Signature]

NAME: Heather Carruthers

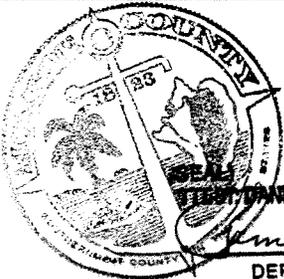
NAME: Max B. Rothman, JD, LL.M.

TITLE: Mayor

TITLE: President & CEO

DATE: December 15, 2010

DATE: 12/17/10



DANNY L. KOHAGE CLERK
[Signature]
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[Signature]
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 11/23/10