



## City of Sweetwater

### SPECIAL COMMISSION MEETING

MEETING DATE: MONDAY, SEPTEMBER, 28, 2015 AT 8:15 PM COMMISSION CHAMBERS, 500 SW 109 AVENUE

1. ROLL CALL.
2. PLEDGE OF ALLEGIANCE.
3. INVOCATION.
4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE 2016 NUTRITION SERVICES INCENTIVE PROGRAM (NSIP) GRANT AGREEMENT WITH THE ALLIANCE FOR AGING, INC., TO PROVIDE CONGREGATE AND HOME-DELIVERED MEALS; PROVIDING FOR SUBSEQUENT RENEWALS; AND PROVIDING AN EFFECTIVE DATE.  
MAYOR LOPEZ/GRANTS ADMINISTRATOR
5. ADJOURNMENT.

THIS MEETING WAS CALLED AT THE REQUEST OF MAYOR LOPEZ

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. PERSONS WHO NEED AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT CITY CLERK MARIE SCHMIDT AT 221-0411 BY NOON ON THE DAY BEFORE THE MEETING IN ORDER TO REQUEST SUCH ASSISTANCE.



Mayor Orlando Lopez

## MEMORANDUM

**Date:** September 21, 2015  
**To:** Honorable Jose Diaz, Commission President and Members of  
The City Commission  
**From:** Mayor Orlando Lopez  
**Re:** 2015-16 LSP Contract

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### DESCRIPTION OF ITEM

This resolution is for the execution of a 2016 Nutrition Services Incentive Program (NSIP) grant agreement with the Alliance for Aging. This award funds expenditures from the Claude and Mildred Pepper Senior Center for congregate and home-delivered meals. The Alliance provides an additional \$0.72 reimbursement to the City for each congregate or home-delivered meal served at the Center. This resolution also provides authorization for the Mayor to renew the agreement yearly for up to two additional (see contract attached).

### BACKGROUND

The City receives funding from the Alliance for Aging annually for providing congregate and home-delivered meals. This funding will be applied to fund these meals served. The contract begins from October 1, 2015 and ends September 30, 2016.

### FISCAL IMPACT

This 2015-16 grant award is in the amount of \$79,336.71.

### RECOMMENDATION

It is recommended to approve the contract to fund provision of meals at the senior center. Moreover, because this grant is provided on an annual basis, this resolution authorizes the Mayor to renew the agreement, as per contract stipulations, for up to two additional years.

J. David Borrero  
Department / Section Director

**RESOLUTION NO. 15 –**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE 2016 NUTRITION SERVICES INCENTIVE PROGRAM (NSIP) GRANT AGREEMENT WITH THE ALLIANCE FOR AGING, INC., TO PROVIDE CONGREGATE AND HOME-DELIVERED MEALS; PROVIDING FOR SUBSEQUENT RENEWALS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City and The Alliance for Aging Inc. have partnered to provide congregate and home-delivered meals to the elderly for many years; and

**WHEREAS**, in order to continue this partnership this grant agreement must be executed; and

**WHEREAS**, the amount of the grant is \$76,336.71.

**BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:**

**Section 1.** The memorandum and Agreement attached hereto are incorporated herein.

**Section 2.** The City Commission authorizes the Mayor to execute the Agreement with Alliance for Aging, Inc. with such non-material changes as may be acceptable to the Mayor, and approved as to form by the City Attorney, is hereby approved.

**Section 3.** The Commission authorizes the Mayor to receive and expend the aforementioned grant proceeds as provided in the Agreement.

The City Commission authorizes the Mayor to administratively renew this grant agreement for the following fiscal years: 2016-2017 and 2017-2018.

**Section 4. Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
ORLANDO LOPEZ, Mayor

\_\_\_\_\_  
JOSE M. DIAZ, Commission President and Vice Mayor

ATTEST:

\_\_\_\_\_  
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
GUILLERMO CUADRA, CITY ATTORNEY

**VOTE UPON ADOPTION:**

JOSE M. DIAZ, COMMISSION PRESIDENT	_____
JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT	_____
PRISCA BARRETO, COMMISSIONER	_____
MANUEL DUASSO, COMMISSIONER	_____
IDANIA LLANIO, COMMISSIONER	_____

ISOLINA MAROÑO, COMMISSIONER  
EDUARDO M. SUAREZ, COMMISSIONER

\_\_\_\_\_  
\_\_\_\_\_

**FLORIDA DEPARTMENT OF ELDER AFFAIRS  
CONTRACT**

**NUTRITION SERVICES INCENTIVE PROGRAM**

**THIS CONTRACT** is entered into between the **Alliance for Aging, Inc.** hereinafter referred to as the "**Alliance**", and **City of Sweetwater** (Contractor), and collectively referred to as the "Parties."

**WITNESSETH THAT:**

**WHEREAS**, the **Alliance** has determined that it is in need of certain services as described herein; and

**WHEREAS**, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the Alliance.

**NOW THEREFORE**, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

**1. Purpose of Contract**

The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments, forms, exhibits and references incorporated, 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 handbooks, manuals, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

**3. Term of Contract**

This contract shall begin on **October 1, 2015** and shall end on **September 30, 2016**.

Delivery of services shall end on **September 30, 2016**. This contract shall end on **December 31, 2016**. See Attachment I, Section III.

**4. Contract Amount**

The Alliance agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$79,336.71** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

**5. Renewals**

The contract may be renewed on a yearly basis for no more than two additional years. Such renewals shall be contingent upon satisfactory performance evaluations as determined by the Alliance and the availability of funds. Any renewal of a contract shall be subject to mutual agreement, confirmed in writing, and subject to the same terms and conditions set forth in the initial contract. 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.

In the event that a subsequent agreement may not be executed prior to the July 1<sup>st</sup> start date, the Alliance may, at its discretion, extend this Agreement upon written notice for up to 90 days to ensure continuity of service. Services provided under this extension will be paid for out of the succeeding agreement amount.

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

a.	The Contractor name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	City of Sweetwater 500 SW 109 <sup>th</sup> Avenue Miami, FL 33174
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Mayor-Jose M. Diaz Mayor 500 SW 109 <sup>th</sup> Avenue Miami, FL 33174
c.	The name, address, and telephone number of the representative of the Contractor responsible for administration of the program under this contract is:	Mayor-Jose M. Diaz Mayor 500 SW 109 <sup>th</sup> Avenue Miami, FL 33174
d.	The section and location within the Alliance where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Laurie Semo, CFO The Alliance for Aging, Inc. 760 NW 107 <sup>th</sup> Avenue, Suite 214, 2 <sup>nd</sup> Floor Miami, FL 33172
e.	The name, address, and telephone number of the Contract Manager for this contract is:	Julissa Fernandez 760 NW 107 <sup>th</sup> Avenue, Suite 214, 2 <sup>nd</sup> Floor Miami, FL 32172 (305) 670-6500
<p>Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.</p>		

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

This contract and its Attachments, I, III, VII, and H and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between

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

**Contractor: City of Sweetwater**

**ALLIANCE FOR AGING, INC.**

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

TITLE: President and CEO

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**ATTACHEMENT I**

**STATEMENT OF WORK  
THE ALLIANCE FOR AGING, INC.**

**NUTRITION SERVICES INCENTIVE PROGRAM**

**SECTION I: SERVICES TO BE PROVIDED**

**1.1 GENERAL DESCRIPTION**

**1.1.1 General Statement**

The NSIP is intended to provide incentives for the effective delivery of nutritious meals to older individuals. NSIP allows programs to increase the number and/or the quality of meals served. NSIP is a cash allotment or commodity program that supplements funding or food used in meals served under the OAA. Florida has opted for cash payments in lieu of donated foods.

**1.1.2 Authority**

The relevant authority governing NSIP are:

- (1) Older Americans Act of 2006, as amended, Section 311 (42 U.S.C. § 3030a)
- (2) 42 U.S.C. 303a, 42 U.S.C. 604
- (3) Section 430.101, Florida Statutes
- (4) Catalog of Federal Domestic Assistance (CFDA) 93.05

**1.1.3 Scope of Service**

The Contractor is responsible for the programmatic, fiscal and operational management of the NSIP, involving oversight of the nutrition service operations of its subcontracted providers. The program services provided under this contract shall be provided in a manner consistent with and described in the Contractor's current area plan update, which is incorporated by reference, and the current DOEA Program and Services Handbook, which is also incorporated by reference.

**1.2.3.1** In fulfilling the terms of this agreement, the Contractor's scope of services shall consist of completion of the following service tasks: (1) Client Eligibility Determination; (2) Program Eligibility Compliance; (3) Program Coordination and Oversight; (4) Ensuring Compliance with Prescribed Nutrition Requirements; (5) Ensuring Compliance with Prescribed Food Origin Requirements; (6) Compliance with Program Reporting and Records Management Requirements; and (7) Monitoring the Performance of Subcontractors.

**1.2.3.2** The Contractor shall use the NSIP funding under this contract to supplement funding for food used in meals served under the OAA.

**1.2.4 Term of Provision of Services**

The term of this contract for the delivery of services shall be as referenced in Paragraph 3 of this contract. However, for the purpose of settling upon the appropriate meal reimbursement rate, as provided by USDA, the contract shall remain open until December 31, 2016. Notwithstanding this three (3) month reconciliation period, this contract makes no provisions for the payment of any services provided beyond September 30, 2016.

**1.2.5 Major Program Goals**

The major goals of the NSIP program are as follows:

October 2015 – December 2016

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

### **1.3 INDIVIDUALS TO BE SERVED**

#### **1.3.1 Congregate Meals**

Client eligibility for congregate meals is as follows:

- (1) Individuals age 60 or older;
- (2) Spouses (regardless of age) attending the dining center with their eligible spouse;
- (3) Persons with a disability, regardless of age, residing in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;
- (4) Persons with disabilities residing at home with and accompanying an eligible person to the dining center; and
- (5) Volunteers, regardless of age, providing essential services on a regular basis during meal hours.

#### **1.3.2 Home Delivered Meals**

Client eligibility for congregate meals is as follows:

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

#### **1.3.3 Restrictions**

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

## **SECTION II: MANNER OF SERVICE PROVISION**

### **2.1 SERVICE TASKS**

#### **2.1.1 Client Eligibility Determination**

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this **ATTACHMENT I, Section II 2.1.2.**

#### **2.1.2 Program Eligibility Requirements**

Entities must meet the following criteria in order to be eligible for program participation:

- (1) An agency that has received a grant under the OAA Title III (OAA section 311(42 U.S.C.3030a)); and

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- (2) A nutrition service provider that serves meals and is under the jurisdiction, control, management and audit authority of the Area Agency on Aging and the Department of Elder Affairs.

### **2.1.3 Oversight of Provider's Nutrition Service Operations**

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

### **2.1.4 Prescribed Nutritional Requirements**

The Contractor shall ensure that each meal provided under this NSIP contract meets the following criteria:

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

### **2.1.5 Food Origin and Commodities Requirements**

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

### **2.1.6 Compliance with Program Reporting and Records Management Requirements**

- (1) The Contractor shall ensure that all program reporting requirements evidencing service delivery are timely met. The Contractor must establish interim report submittal due dates for its providers or Subcontractors to permit the Contractor to meet the Department's reporting deadlines.
- (2) In addition to any special reports that may be requested by the Department, the Contractor shall comply with the reporting and records management requirements as referenced in this **ATTACHMENT II**, sections 2.4 through 2.5.1.

### **2.1.7 Use of Subcontractors**

If this contract involves the use of a Subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the Subcontractor. If any circumstances occur that may result in a delay for a period of 60 days or more of the initiation of the Subcontract or in the performance of the Subcontractor, the Contractor shall notify the Contract Manager and the Alliance's Chief Financial Officer in writing of such delay.

The Contractor shall not permit a Subcontractor to perform services related to this agreement without having a binding Subcontractor agreement executed. The Alliance will not be responsible or liable for any obligations or claims resulting from such action.

### **2.1.8 Monitoring the Performance of Subcontractors**

The Contractor shall monitor at least once per year each of its Subcontractors, Subrecipients, Vendors and/or Consultants paid from funds provided under this contract. The Contractor shall perform fiscal, administrative and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods and other performance goals stated in this contract are achieved.

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**2.2 SERVICE TIMES**

**2.2.1 Service Times**

The Contractor shall ensure the services listed in this contract are available at times appropriate to meet client service needs, at a minimum, during normal business hours. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm.

**2.3 DELIVERABLES**

**2.3.1 Service Unit**

The Contractor shall ensure the provision of the services described in the contract in accordance with the current Department of Elder Affairs Programs and Services Handbook and the service tasks described in **ATTACHMENT I, SECTION II Part 2.1**. The chart below lists the type of services allowed and the unit of measurement:

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

## **2.4 REPORTS**

The Contractor shall respond to additional routine and/or special requests for information and reports required by the Alliance in a timely manner as determined by the Contract Manager. The Contractor shall establish due dates for any Subcontractors that permit the Contractor to meet the Alliance's reporting requirements.

### **2.4.1 Client Information and Registration Tracking System (CIRTS) Reports**

The Contractor shall input NSIP specific data into CIRTS to ensure CIRTS data accuracy. The Contractor shall use CIRTS generated reports which include the following:

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

## **2.5 RECORDS AND DOCUMENTATION**

The Contractor shall ensure the collection and maintenance of client and service information on a monthly basis from the CIRTS or any such system designated by the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards.

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

## **2.6 PERFORMANCE SPECIFICATIONS**

### **2.6.1 Outcomes**

The Contractor shall ensure services provided under this contract are in accordance with the current DOEA Programs and Services Handbook.

The Contractor shall timely submit to the Alliance all reports and information described in **ATTACHMENT I, SECTION II 2.4 and 2.5.**

## **2.7 ALLIANCE RESPONSIBILITIES**

### **2.7.1 Program Guidance and Technical Assistance**

The Alliance will provide the Contractor with guidance and technical assistance as needed to ensure the successful fulfillment of the contract by the Contractor.

### **2.7.2 Contract Monitoring**

The Alliance will review and evaluate the performance of the Contractor under the terms of this contract.

Monitoring shall be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit. The Alliance's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Alliance in monitoring the progress of completion of the service tasks and deliverables. The Alliance may use, but is not limited to, one or more of the following methods for monitoring:

- (1) Desk reviews and analytical reviews;
- (2) Scheduled, unscheduled and follow-up on-site visits;
- (3) Client visits;
- (4) Review of independent auditor's reports;
- (5) Review of third-party documents and/or evaluation;
- (6) Review of progress reports;
- (7) Review of customer satisfaction surveys;
- (8) Agreed-upon procedures review by an external auditor or consultant;
- (9) Limited-scope reviews; and
- (10) Other procedures as deemed necessary.

**SECTION III: METHOD OF PAYMENT**

**3.1 GENERAL STATEMENT OF METHOD OF PAYMENT**

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

Service to be Provided	Unit of Service	Unit Rate	Maximum Units
Eligible Congregate and Home Delivered Meals	1 unit = 1 meal	\$ .72	110,190

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

**3.2 REQUESTS FOR PAYMENT**

**3.2.1 Date for Final Request for Payment**

- (1) The final request for payment is due to the Alliance no later than **October 15, 2016**. This contract is for services provided during the 2014 Federal Fiscal Year beginning **October 1, 2015** through **September 30, 2016**; however, the contract is in effect through **December 31, 2016**. The additional three months (**October 1, 2016** through **December 31, 2016**) are to allow rates to be adjusted for the service period. This contract shall automatically terminate after the final rate for the federal fiscal year has been established and the release of final payments are authorized by the Alliance.
- (2) In the event that the final reimbursement rate is greater or less than the rate in **ATTACHMENT I, Section 3.1**, then this contract shall be appropriately adjusted upon notice from the Contract Manager.
- (3) In the event of a conflict between this paragraph and any other provision in the contract, this section shall supersede.

**3.2.2 Documentation for Payment**

The Contractor shall submit all requests for reimbursement in accordance with (**ATTACHMENT I**) All requests for reimbursement must include the following:

- (1) The Contractor shall submit the request for reimbursement on DOE Form 117NSIP, NSIP Request for Reimbursement, (**ATTACHMENT VII**);
- (2) The Contractor shall submit a CIRTS report with DOE Form 117NSIP as supporting documentation

for the total number of meals reported. The CIRTIS report must match the number of meals reported on DOE Form 117NSIP;

- (3) The due date for the request for reimbursement and report(s) is no later than the **10th day of the month** following the month being reported, except for the final request for reimbursement, which is due no later than **October 15, 2016**. The Recipient **must** submit the final request for payment to the Alliance no more than **15** 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.
- (4) **Additional Reporting Requirements:** 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.
- (5) If the recipient is required to prepare a corrective action plan, supporting documentation as requested by the Alliance shall be provided.
- 3.2.2.1** The Contractor shall maintain documentation to support payment requests that shall be available to the Alliance or authorized individuals, such as the Alliance of Financial Services, upon request.
- 3.2.2.2** 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 Contractor and any adjustments thereto, including any disallowance not resolved or pending resolution.
- 3.2.2.3** The Contractor must enter all required data per (**ATTACHMENT I**). The data must be entered into the CIRTIS before the Subcontractors submit their request for payment and expenditure reports to the Contractor. The Contractor shall establish time frames to assure compliance with due dates for the submission of requests for payment and expenditure reports to the Alliance.
- 3.2.2.4** The Contractor must run monthly CIRTIS reports and verify client and service data in the CIRTIS is accurate. This report must be submitted to the Contractor with the monthly request for payment and expenditure report and must be reviewed by the Contractor before the Subcontractor's request for payment and expenditure reports can be approved by the Contractor.
- 3.2.3 Remedies for Nonconforming Services**  
The Contractor 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 shall only be delivered to eligible program participants.
- 3.2.3.1** If the Contractor 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 Contractor's signature on the request for payment form certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Alliance requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.
- 3.2.4 Consequence for Noncompliance/ Financial Consequences**  
The Contractor shall ensure 100% of the deliverables identified in **ATTACHMENT I** are performed pursuant to contract requirements. The Service Tasks identified in **Section 2.1** are Major Deliverables in this contract.
- 3.2.4.1** If at any time the Contractor is notified by the Alliance's Contract Manager that it has failed to correctly, completely, or adequately perform the Major Deliverables, the Contractor will have 10 days to issue a Corrective Action Plan ("CAP") to the Contract Manager or delegee that addresses the deficiencies and states how the deficiencies will be remedied within the specified time period. The Alliance shall assess a Financial Consequence of 1%

of the monthly value of the contract for Non-Compliance on the Contractor for each Deficiency identified in the CAP which is not corrected pursuant to the CAP. The Alliance will also assess a Financial Consequence for failure to timely submit a CAP.

**3.2.4.2** In the event the Contractor fails to correct an identified deficiency within the timeline specified in the CAP, the Alliance shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the contract for each day the deficiency is not corrected.

**ATTACHMENT III**

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

<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CFDA</b>	<b>AMOUNT</b>
Nutrition Services Incentive Program	FGTF	93.053	\$79,336.71
<b>TOTAL FEDERAL AWARD</b>			<b>\$79,336.71</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 Requirement for Federal Awards.

**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 Sec. 215.97, F.S.**

<b>PROGRAM TITLE</b>	<b>FUNDING SOURCE</b>	<b>CSFA</b>	<b>AMOUNT</b>
<b>TOTAL AWARD</b>			

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

N/A

**ATTACHMENT III  
EXHIBIT 1**

**PART I: AUDIT RELATIONSHIP DETERMINATION**

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Providers who are determined to be Recipients or Subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97, Fla. Stat. Regardless of whether the audit requirements are met, providers who have been determined to be Recipients or Subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

**In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 69I-5.006, FAC, provider has been determined to be:**

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

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

NOTE: If a provider is determined to be a Recipient /Subrecipient of federal and or state financial assistance and has been approved by the Department to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006(2), FAC [state financial assistance] and Section 400 OMB Circular A-133 [federal awards].

**PART II: FISCAL COMPLIANCE REQUIREMENTS**

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

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

2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

OMB Circular A-102 – Administrative Requirements

OMB Circular A-133 – Audit Requirements

Reference Guide for State Expenditures

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

**NON-PROFIT ORGANIZATIONS MUST FOLLOW:**

2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

OMB Circular A-133 – Audit Requirements

Reference Guide for State Expenditures

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

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

2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

OMB Circular A-133 – Audit Requirements

Reference Guide for State Expenditures

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

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

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

Section 215.97, Fla. Stat.

Chapter 69I-5, Fla. Admin. Code

State Projects Compliance Supplement

Reference Guide for State Expenditures

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

**REQUEST FOR REIMBURSEMENT**  
**Nutrition Services Incentive Program**

PROVIDER NAME, ADDRESS, PHONE# and FEID#	TYPE OF REPORT : Payment Request: Regular _____ Final _____	THIS REQUEST PERIOD: From _____ To _____ Report # _____ Contract Period _____ To _____ Contract # _____ PSA # _____		
CERTIFICATION: I hereby certify that to the best of my knowledge the information in this report is accurate and complete and that all outlays reported herein were for purposes set forth in the contract documents.				
Prepared by: _____	Date: _____	Approved by: _____		
PART A: REIMBURSEMENT COMPUTATION  1. Number of Meals Served  2. Line 1 Times \$ .72 cents per Meal	YEAR TO DATE		CURRENT MONTH	
	CONGREGATE	HOME DELIVERED	CONGREGATE	HOME DELIVERED
	0	0	0	0
	\$0.00	\$0.00	\$0.00	\$0.00
	Year To Date Total Meals _____ 0		Current Month Total Meals _____ 0	
Year To Date Total Reimbursed _____ \$0.00		Total Reimbursement Requested _____ \$0.00		
PART B: CONTRACT SUMMARY  1. Approved Contract Amount 2. Previous Reimbursements Requested 3. Contract Balance 4. Amount to be Reimbursed - This Report 5. Contract Balance	_____ \$0.00 _____ \$0.00 _____ \$0.00 _____ \$0.00 _____ \$0.00			

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**ATTACHMENT H**

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

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

- (1) The Contractor understands that pursuant to s. 287.135 F.S., any company at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, that is on the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Sector List (collectively, “the Lists”) is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with the Department of Elder Affairs (Department) for goods or services of \$1 million or more.
- (2) The Contractor understands that, pursuant to s. 287.135 F.S., any company that submits a false certification to the Department is subject to civil penalties, attorney’s fees and costs and any costs for investigations that led to the finding of false certification.
- (3) The Contractor understands that the contract to which this form is an attachment may be terminated by the Department if the Contractor submits a false certification or has been placed on the Lists.

This certification, required by Florida law, is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

\_\_\_\_\_  
Signature  
(Same as contract signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name