

**STANDARD CONTRACT
AREA AGENCY ON AGING**

THIS CONTRACT is entered into between the State of Florida, Department of Elder Affairs, hereinafter referred to as the "department", and the _____, hereinafter referred to as the "recipient". This contract is subject to all provisions contained in the MASTER AGREEMENT executed between the department and the recipient, Agreement No. M003, and its successor, incorporated herein by reference.

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 Department no more than 45 days after the contract ends or is terminated; **if the Recipient fails to do so, all right to payment is forfeited, and the Department 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 Department.

D. Additional Reporting Requirements:

1. If the department has sanctioned the recipient, while the sanctions are in effect the recipient shall provide to the department, 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 department.
2. If the recipient is required to prepare a corrective action plan, supporting documentation as requested by the department shall be provided.

II. The Department Agrees:

A. Contract Amount:

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

B. Obligation to Pay:

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

C. Source of Funds:

The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract. The funds awarded to the 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	2003-2004	OAA	10.570	
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				

III. Recipient and Department Mutually Agree:**A. Effective Date:**

1. This contract shall begin on October 1, 2003 or on the date the contract has been signed by both parties, whichever is later.
2. Delivery of services shall end on September 30, 2004. This contract shall end on January 31, 2005. 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:

Notwithstanding the pass through language contained in Section I.S.1. of the Master Agreement, the recipient maintains responsibility for the performance of all subrecipients in accordance with all applicable federal and state laws.

D. Notice, Contact, and Payee Information:

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

 Department of Elder Affairs
 4040 Esplanade Way, Suite 335
 Tallahassee, Florida 32399-7000
 (850) 414-2000 SC 994-2000

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

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:

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 department's Secretary and Director of Administrative Services. The Board President or its Designee of the Area Agency on Aging shall sign the Notice of Award Increase/Decrease and return it to the Department within fourteen (14) days or sooner if requested by the department. By signing Notice of Award Increase/Decrease, the Board President or its Designee of the Area Agency on Aging 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 Web-DB, or any other applicable financial information contained in the area plan 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:

STATE OF FLORIDA,
DEPARTMENT OF ELDER AFFAIRS

BOARD PRESIDENT OR
AUTHORIZED DESIGNEE

SIGNED

BY: _____

SIGNED

BY: _____

NAME: _____

NAME: TERRY F. WHITE

TITLE: _____

TITLE: SECRETARY

DATE: _____

DATE: _____

FEDERAL ID NUMBER:

RECIPIENT FISCAL YEAR END DATE:

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 Department 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 Department or its designee.

B. Manner of Service Provision:

The services will be provided in a manner consistent with and described in the recipient's area plan update for state fiscal year 2003 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 department 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:

<u>Service to be Provided</u>	<u>Units of Services</u>	<u>Unit Rate</u>	<u>Maximum Units</u>
Eligible Congregate and Home Delivered Meals	1 unit = 1 meal	_____	_____

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 20th 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 or the department upon request.
- D. Additional Reporting Conditions:**
1. This contract is for services provided during the 2004 Federal Fiscal Year beginning October 1, 2003 through September 30, 2004, however, the contract is in effect through January 31, 2005. The additional four months (October 1, 2004 through January 31, 2005) 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 release of final payments are authorized by the department.
 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 department under the terms of this contract may be withheld pending the receipt and approval by the department of complete and accurate financial and programmatic reports due from the recipient and any

adjustments thereto, including any disallowance not resolved as outlined in Section I.T. of the Master Agreement.

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 department 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.