

LOCAL SERVICE PROGRAMS

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc, hereinafter referred to as the "Council," and **City of Hollywood, Florida/Fred Lippman Multi-Purpose Center**, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties."

**WITNESSETH THAT:**

**WHEREAS**, the Council 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 Council.

**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), area plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals, or desk books and Master Contract number JM014-29-2017, as an integral part of the contract, except to the extent that the contract explicitly provides 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 will begin on July 1, 2015 or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, local time in Tallahassee, Florida, on June 30, 2016.

**4. Contract Amount:**

The Council agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$228,000.00** 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. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):**

- 1. The name, address, and telephone number for the Council for this Contract is:

Edith Lederberg, Executive Director  
Areawide Council on Aging of Broward County, Inc.  
5300 Hiatus Road  
Sunrise, FL 33351  
(954) 745-9567

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

Marjorie Cooper, Elder Grant Coordinator  
City of Hollywood, Florida  
Fred Lippman Multi-Purpose Center  
PO Box 229045  
Hollywood, FL 33022-9045  
954-921-3408

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 (Contractor name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made:

City of Hollywood, Florida  
Fred Lippman Multi-Purpose Center  
PO Box 229045  
Hollywood, FL 33022-9045

5. The name, address, and telephone number of the Contract Manager for the Council for this contract is:

Tanisha Brown  
Areawide Council on Aging of Broward County, Inc.  
5300 Hiatus Road  
Sunrise, FL 33351  
(954) 745-9567

**6. All Terms and Conditions Include:**

This contract and its Attachments I-V, 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.

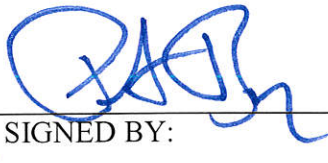
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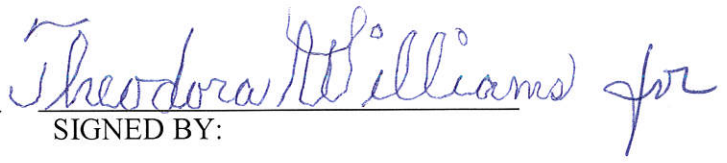
By signing this contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS THEREOF, the parties hereto have caused this 16 page contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:**  
**City of Hollywood, Florida /**  
**Fred Lippman Multi-Purpose Center**  
  
BOARD PRESIDENT OR AUTHORIZED  
DESIGNEE

**Areawide Council on Aging of**  
**Broward County, Inc.,**

*Mr*  
*Co*  




PETER BOBER  
NAME:

DEBORAH G. RAND  
NAME:

MAYOR  
TITLE:

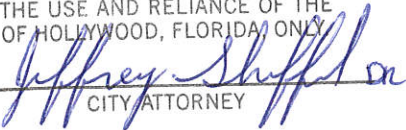
PRESIDENT  
TITLE:

DATE: *9/1/15*

DATE: *9-4-2015*

FEDERAL ID NUMBER: 59-6000338  
FISCAL YEAR-END DATE: June 30

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND RELIANCE OF THE  
CITY OF HOLLYWOOD, FLORIDA, ONLY

BY:   
CITY ATTORNEY

**ATTACHMENT I**

**LOCAL SERVICE PROGRAM  
STATEMENT OF WORK**

**SECTION I: SERVICES TO BE PROVIDED**

**1.1. DEFINITIONS OF TERMS AND ACRONYMS**

**1.1.1. Contract Acronyms**

Activities of Daily Living (ADL)  
Assessed Priority Consumer List (APCL)  
Client Information and Registration Tracking System (CIRTS)  
Corrective Action Plan (CAP)  
Department of Elder Affairs (DOEA)  
Instrumental Activities of Daily Living (IADL)  
Local Services Program (LSP)  
Planning and Service Area (PSA)  
Service Provider Application (SPA)

**1.1.2. Program Specific Terms**

**Area Plan:** A plan developed by the Council outlining a comprehensive and coordinated service delivery system, in the respective planning and service area, in accordance with the Section 306 of the Older Americans Act (42 U.S.C. 3026), and Department of Elder Affairs instructions. The Area Plan includes performance measures and unit rates per service offered per county.

**Area Plan Update:** A revision to the area plan wherein the Council enters LSP specific data in the Client Information and Registration Tracking System (CIRTS). An update may also include other revisions to the area plan as instructed by the Department of Elder Affairs.

**Functional Assessment:** A comprehensive, systematic, and multidimensional review of a person's ability to remain independent and in the least restrictive living arrangement. DOEA Form 701B is used by case managers to conduct the functional assessment.

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

**Service Provider Application:** A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system, in the respective service area, in accordance with the Section 306 of the Older Americans Act (42 U.S.C. 3026), and the Council instructions.

**1.2. GENERAL DESCRIPTION**

**1.2.1. General Statement**

Local Services Program provides funding to expand long-term care alternatives enabling elders to maintain an acceptable quality of life in their own homes and avoid or delay nursing home placement. The LSP provides community-based services to preserve elder independence, support caregivers, and target at-risk persons. Through the provision of meals, transportation services, caregiver support, in-

home services and expanded respite and day care services, LSP assist elders to live in the least restrictive environment that meets their needs.

**1.2.2. Authority**

The relevant authority governing the LSP is General Appropriations Act, State of Florida

**1.2.3. Scope of Service**

The Contractor is responsible for the programmatic, fiscal, and operational management of LSP. The Contractor will provide services in a manner consistent with and described in the service provider application and the current Department of Elder Affairs Programs and Services Handbook.

**1.3. INDIVIDUALS TO BE SERVED**

**1.3.1. General Description**

The LSP is targeted to elders who are able to maintain an acceptable quality of life in their own home through the receipt of long-term care alternatives that assist them in delaying or avoiding nursing home placement.

**1.3.2. Individual Eligibility**

In order to receive services under this contract, an applicant must:

- (1) Be 60 years of age or older unless otherwise specified in Proviso authorizing the service; and
- (2) Not be enrolled in any Medicaid capitated long-term care program.

**1.3.3. 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.

**SECTION II: MANNER OF SERVICE PROVISION**

**2.1. SERVICE TASKS**

In order to achieve the goals of LSP, the Contractor shall ensure the following tasks are performed:

- (1) Client Eligibility Determination;
- (2) Assessment and Prioritization of Service Delivery for New Clients; and
- (3) Delivery of Services to Eligible Clients; and
- (4) Supporting and Monitoring the Performance of Subcontractors.(if applicable)

**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 ATTACHMETN I, Section 1.3.

**2.1.2 Assessment and Prioritization of Service Delivery for New Clients**

It is not the intent of the Council to remove existing clients from any services in order to serve new clients being assessed and prioritized for service delivery. The following are the criteria to prioritize new clients for service delivery:

- (1) Individuals in nursing homes under Medicaid who could be transferred to the community;
- (2) Individuals in a nursing home whose Medicare coverage is exhausted and may be diverted to the community;
- (3) Individuals in nursing homes that are closing and can be discharged to the community; or



- (4) Individuals whose mental or physical health condition has deteriorated to the degree self care is not possible, there is no capable caregiver, and institutional placement will occur within 72 hours.

**2.1.2.1. Priority Criteria for Service Delivery for Other Assessed Individuals**

The assessment and provision of services should always consider the most cost effective means of service delivery. Functional impairment will be determined through the Department Elder Affairs' client assessment form (701) administered to each applicant. The most frail individuals not prioritized above will receive services to the extent funding is available.

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

The Contractor shall ensure the provision of a continuum of services addressing the diverse needs of functionally impaired elders. The Contractor shall ensure services are performed in accordance with the current Department of Elder Affairs Programs and Services Handbook. Service categories include:

- |                               |  |
|-------------------------------|--|
| (1) Adult Day Care;           | (14) Legal Assistance;   |
| (2) Chore;                    | (15) Material Aid;   |
| (3) Case Aide;                | (16) Nutrition Education   |
| (4) Case Management;          | (17) Outreach  |
| (5) Congregate Meals;         | (18) Personal Care;  |
| (6) Counseling;               | (19) Recreation  |
| (7) Education/Training;       | (20) Respite (Facility Based);                                   |
| (8) Emergency Alert Response; | (21) Respite (In-Home);  |
| (9) Health Support;           | (22) Screening/Assessment  |
| (10) Home Delivered Meals;    | (23) Specialized Medical Equipment,<br>Service and Supplies; and |
| (11) Homemaker;               | (24) Transportation  |
| (12) Housing Improvement;     |  |
| (13) Intake;                  |  |

**2.1.4. 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 Council's Contract Manager and the Council's Finance Director in writing of such delay.

- 2.1.4.1 The Contractor shall not permit a Subcontractor to perform services related to this agreement without having a binding Subcontractor agreement executed. In accordance with Paragraph 23.1 of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

**2.1.4.2. Monitoring the Performance of Subcontractors**

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

## **2.2. SERVICE TIMES AND EQUIPMENT**

### **2.2.1. Service Times**

The Contractor shall ensure the provision of the services listed in this contract are available at times appropriate to meet client service needs, at a minimum, during normal business hours, or as otherwise specified in Proviso or the Contractor's approved service provider application. 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 provide the services described in this contract in accordance with the Department of Elder Affairs Programs and Services Handbook and the service tasks described in ATTACHMENT I, Section 2. 1. ATTACHMENT IV lists the services that can be performed under this contract. Units of service will be paid pursuant to the rate established in the Service Provider Application and approved by the Council.

## **2.4. REPORTS**

The Contractor shall respond to additional routine and/or special requests required by the Council 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 Council and/or the Department of Elder Affairs' reporting requirements.

### **2.4.1. Service Provider Application Update and All Revisions Thereto**

The Contractor is required to submit a service provider application update, wherein the Council enters new information or revisions to LSP specific data, into Client Information and Registration Tracking System (CIRTS).

### **2.4.2. Client Information and Registration Tracking System (CIRTS)**

The Contractor shall input LSP 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; and
- (6) Outcome Measurement Reports

### **2.4.3. Service Costs Reports**

The Contractor is required to submit to the Council a semi-annual and annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The first semi-annual report encompassing the six months ending 12/31/2015 is due on February 19, 2016. The second semi-annual report encompassing the twelve months ending 6/30/2016 is due on August 19, 2016.

### **2.4.4. Surplus/deficit Report**

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council to the Council's Contract Manager by the 5th of each month. This report is for all agreements and/or contracts between the Contractor and the Council. The report will include the following:

- (1) A list of all services and their current status regarding surplus or deficit;
- (2) The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the Contractor's Board of Directors on resolution of spending issues, if applicable
- (5) Number of clients currently on Assessed Priority Consumer List (APCL) that receive a priority ranking score of 4 or 5; and
- (6) Number of clients currently on the APCL designated as Imminent Risk.

#### **2.4.5. Incorporation of Reference Memoranda**

In accordance with section 287 F.S., as amended, and Department of Financial Services', Chief Financial Officer Memoranda, the following memoranda are provided for informational purposes and hereby incorporated by reference:

- (1) CFO Memo No. 02: Release date, August 20, 2010;
- (2) CFO Memo No. 03: Release date, June 29, 2010; and
- (3) CFO Memo No. 06: Release date, June 30, 2010.

### **2.5. RECORDS AND DOCUMENTATION**

- 2.5.1.** The Contractor shall ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRTS) or any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.
- 2.5.2.** 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 will 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 Council upon request.

### **2.6. PERFORMANCE SPECIFICATIONS**

#### **2.6.1. Outcomes**

- (1) The Contractor shall ensure services provided under this contract are in accordance with the current Department of Elder Affairs Programs and Service Handbook;
- (2) The Contractor shall timely submit to the Council all reports described in ATTACHMENT I, Section 2.4. REPORTS;
- (3) The Contractor shall timely submit to the Council all information described in ATTACHMENT I, Section 2.5. RECORDS AND DOCUMENTATION by the due dates assigned by the Council;
- (4) The Contractor shall provide all funded services in ATTACHMENT I, Section 2.1.3 in accordance with the current Department of Elder Affairs Programs and Services Handbook.

- 2.6.2.** The performance of the Contractor in providing the services described in this contract shall be measured by the current Council's area plan strategies for the following:



- (1) Percent of most frail elders who remain at home or in the community instead of going into a nursing home;
- (2) Average monthly savings per consumer for home and community-based care versus nursing home care for comparable client groups;
- (3) Percent of elders assessed with high or moderate risk environments who improved their environment score;
- (4) Percent of new service recipients with high-risk nutrition scores whose nutritional status improved;
- (5) Percent of new service recipients whose ADL assessment score has been maintained or improved;
- (6) Percent of new service recipients whose IADL assessment score has been maintained or improved;
- (7) Percent of family and family-assisted caregivers who self-report they are very likely to provide care;
- (8) Percent of caregivers whose ability to provide care is maintained or improved after one year of service intervention (as determined by the caregiver and the assessor);
- (9) Percent of customers who are at imminent risk of nursing home placement who are served with community based services.

## **2.7. CONTRACTOR'S FINANCIAL OBLIGATIONS**

### **2.7.1. Use of Service Dollars and Assessed Priority Consumer List Management**

The Contractor is expected to spend all federal, state and other funds provided by the Council, for the purpose specified in each contract. The Contractor must manage service funds in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other service areas during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

## **2.8. COUNCIL'S RESPONSIBILITIES**

### **2.8.1. Program Guidance and Technical Assistance**

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

### **2.8.2. Contract Monitoring**

The Council will review and evaluate the performance of the Contractor under the terms of this contract. Monitoring will be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit. The Council's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables. The Council 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**

The method of payment for this contract includes advances and fixed rate for services. The Contractor shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and will submit to the Council on forms 106 and 105 (ATTACHMENT V).

- 3.1.1. The Contractor agrees to distribute funds as detailed in the Service Provider Application and Budget Summary, ATTACHMENT IV. Any changes in the total amounts of the funds identified on the Budget Summary Form require a contract amendment.

#### **3.2. ADVANCE PAYMENTS**

- 3.2.1. The Contractor may request up to two months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department of Elder Affairs by the State of Florida (“budget release”). The Contractor will provide the Council’s Finance Director documentation justifying the need for an advance and describing how the funds will be distributed.
- 3.2.2. The Contractor’s requests for advance require the approval of the Council’s Finance Director. If sufficient budget is available, the Council will issue approved advance payments after July 1, 2015.
- 3.2.3. All advance payments made to the Contractor shall be returned to the Council as follows: one – twelfth of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number three, in accordance with the Invoice Schedule, ATTACHMENT III to this contract.
- 3.2.4. The Contractor may temporarily place advanced funds in a FDIC insured interest bearing account. All interest earned on contract fund advances must be returned to the Council within thirty (30) days of the end of each quarter of the contract period.

#### **3.3. INVOICE SUBMITTAL AND REQUESTS FOR PAYMENT**

All requests for payment and expenditure reports submitted to support requests for payment shall be on DOE forms 106 and 105 (ATTACHMENT V). The Contractor shall include with its request for payment documentation of services provided, the units of services provided, and the rates for the services provided in conformance with the requirements as described in the deliverables and service tasks.

##### **3.3.1 Remedies- 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 will only be delivered to eligible program participants.

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 Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

- 3.3.2.** All payment requests will be based on the submission of actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is ATTACHMENT III (INVOICE SCHEDULE) to this contract.
- 3.3.3.** Payment may be authorized only for allowable expenditures, which are in accord with the limits specified in ATTACHMENT IV (BUDGET SUMMARY).
- 3.3.4** Any payment due by the Council under the terms of this contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 26 of the Master Contract.
- 3.3.5. Date for Final Request For Budget Revisions**  
Final requests for budget revision or adjustments to contract funds based on expenditures for services provided through June 30, 2016, must be submitted to the Contract Manager and the Finance Director, no later than July 15, 2016.
- 3.3.6. Date for Final Request for Payment**  
The final request for payment will be due to the Council no later than July 22, 2016.

**3.4 Consequences for Non-Compliance**

The Contractor shall ensure 100% of the deliverables identified in ATTACHMENT I, Section 1.2.3 Scope of Services are performed pursuant to contract requirements, and as described in ATTACHMENT I, Section 2.3 are identified as major deliverables in this contract. If at any time the Contractor is notified by the Council that it has failed to correctly, completely, or adequately perform these major deliverables, the Contractor will have 10 days to submit a Corrective Action Plan ("CAP") to the Council that addresses the deficiency and states how the deficiency will be remedied within a time period approved by the Contract Manager. The Council shall assess a Financial Consequence for Non-Compliance on the Contractor for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP. In the event Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct, from the payment of the invoice for the following month, 1% of the monthly value of the contract funds for each day the deficiency is not corrected. The Council may also deduct, from the payment of the invoice for the following month, 1% of the monthly value of the contract funds for each day the Contractor fails to timely submit a CAP, beginning the 11th day after notification by the Council of the deficiency. The deduction will be made from the payment for the invoice of the following month. If, or to the extent, there is any conflict between this paragraph and paragraphs 39.1 and 39.2 of the Master Contract, this paragraph shall have precedence.

**3.5. DOCUMENTATION FOR PAYMENT**

The Contractor will maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation will be provided upon request to the Council or the Department of Financial Services.

- 3.5.1. The Contractor shall enter all required data per the Department of Elder Affairs' CIRTIS Policy Guidelines for clients and services in the CIRTIS database. The data must be entered into the CIRTIS before the subcontractors submit their request for payment and expenditure reports to the Contractor. The Contractor will establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Council.
- 3.5.2. The Contractor is required to run monthly CIRTIS reports and verify that client and service data in the CIRTIS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council.

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**ATTACHMENT III**

**1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSISTS OF THE FOLLOWING:**

Program Title	Year	Funding Source	CFDA/ CSFA #	Amount
<b>TOTAL FUNDS CONTAINED IN THIS CONTRACT:</b>				

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

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS**

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
<b>TOTAL STATE AWARD</b>			<b>\$0</b>

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Local Services Program	General Revenue	65009	<b>\$228,000.00</b>
<b>TOTAL AWARD</b>			<b>\$228,000.00</b>

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



**ATTACHMENT III**

**LOCAL SERVICES PROGRAM  
INVOICE REPORT SCHEDULE**

<u>Report Number</u>	<u>Based On</u>	<u>Submit to Council On This Date</u>
1	July Advance*	July 1
2	August Advance*	July 1
3	July Expenditure Report	August 7
4	August Expenditure Report	September 8
5	September Expenditure Report	October 7
6	October Expenditure Report	November 6
7	November Expenditure Report	December 7
8	December Expenditure Report	January 8
9	January Expenditure Report	February 8
10	February Expenditure Report	March 7
11	March Expenditure Report	April 7
12	April Expenditure Report	May 6
13	May Expenditure Report	June 7
14	June Expenditure Report	July 7
15	Final Expenditure and Closeout Report	July 22

Legend: \* Advance based on projected cash need.

Note # 1: Report #1 and #2 for Advance Basis Contracts cannot be submitted to the Department of Financial Services (DFS) prior to July 1 or until the Contract with the Council has been executed and a copy sent to DFS. Actual submission of the vouchers to DFS is dependent on the accuracy of the expenditure report.

Note # 2: Report numbers 3 through 14 will reflect an adjustment of one twelfth of the total advance amount, on each of the reports respectively, repaying advances on the contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month will be processed the following month. This rule will be strictly enforced.

**ATTACHMENT IV**

**LOCAL SERVICE PROGRAMS**

**BUDGET SUMMARY**

<b>FIXED SERVICES</b>	<b>Total Units</b>	<b>Unit Rate</b>	<b>LSP Funds</b>	<b>Total Reimbursement</b>
Recreation	111.5	\$1,728.06	\$191,815.20	\$191,815.20
Transportation	2,784	\$13.00	\$36,184.80	\$36,184.80
<b>TOTAL LSP AGREEMENT AMOUNT</b>			<b>\$228,000.00</b>	<b>\$228,000.00</b>

July 1, 2015 – June 30, 2016

Contract JL115-29-2016

**ATTACHMENT V**

EXCEL Forms will be emailed in July 2015

**AGING AND DISABILITY RESOURCE CENTER  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made effective this 4th day of September, 2015 between the Area wide Council on Aging of Broward County, Inc., operating as the Aging and Disability Resource Center (ADRC) for Planning and Service Area (PSA) 10, hereinafter referred to as ADRC and City of Hollywood, Florida, an ADRC access point, hereinafter referred to as ADRC Partner. The ADRC of Broward County, in consultation with its Advisory Council, considers each ADRC access point as a partner in this endeavor, and thus has chosen to designate the Broward County access points as "Partners."

The purpose of this agreement is to set forth the roles and responsibilities of each party to implement the functions of the ADRC. Senate Bill 1226, approved June 30, 2004 created Section 430.2053 of the Florida Statutes, which establishes the Aging Resource Center (ARC). In April 2004, the department received a grant from the Administration on Aging (AoA) and Centers for Medicare and Medicaid Services (CMS) to implement ADRCs in Florida. The concepts are very similar, except the ADRC will provide Information and Referral (I/R) services to adults with Severe and Persistent Mental Illness (SPMI). The ADRC will ensure multiple entry access to publicly funded, long-term care services, those provided by community organizations (for-profits, faith-based institutions, etc.), and other public assistance programs such as Medicaid, Food Stamps and Temporary Cash Assistance. The ADRC will offer multiple access points to a single point unified system for comprehensive and standardized I/R services regarding aging, mental health and long-term care resources. I/R related to mental health will focus on the SPMI population. I/R can be accessed by telephone, direct contact with an I/R specialist or through a web-based portal. Other ADRC functions include intake, screening, triage, resource counseling, as well as eligibility determination processes for access to specific publicly funded long-term care and financial assistance programs.

**I. Objectives**

- A. To maintain a climate of cooperation in order to achieve maximum efficiency and effectiveness.
- B. To participate in the provision of information and referral services regarding aging, mental health, and long-term care resources.
- C. To promote "no wrong door" access to designated ADRC long-term care and economic services for all elders, adults with SPMI, and their families, regardless of ability to pay.
- D. To facilitate and support the ADRC's operation as the single gate-keeping entity, accessible to individuals through multiple physical and virtual points.
- E. To ensure elders, adults with SPMI, and those that assist them with client friendly, seamless, and efficient access to long-term care and mental health services that are appropriate, adequate and cost effective.

**II. Under this Agreement, the ADRC Partner agrees to the following:**

- B. To provide, through use of the Statewide Online Database, consistent and uniform

information and referral services, regardless of geographical location. To provide, through use of the Statewide Online Database, the most appropriate and cost efficient service alternatives, including private pay and community organizations.

- C. Ensure all employees that perform I & R services, complete required training on the statewide web-based database of Community Services; CIRTTS Training; and ADRC operational policies and procedures.
- D. Dedicate appropriate and adequate staff and resources to support and facilitate the I/R services.
- E. Educate staff on the purpose, goals, requirements, and functions of the ADRC and with emphasis on serving the target population of persons with SPMI (ages 18 & over).
- F. To log and track referrals, including follow up as required by DOEA.
- G. Safeguard each consumer's confidentiality in compliance with State and Federal laws, and comply with all requirements of the Federal Insurance Portability Accountability Act (HIPAA).
- H. To adhere to policies and procedures as outlined in the ADRC operational procedures and protocol manual, including attachments or updates.
- I. To provide the ADRC with a monthly report of contacts, referrals, follow up contacts made, and other data as requested by the ADRC in the report format provided.
- J. To provide services in a manner that is both Americans with Disabilities Act (ADA) compliant and culturally appropriate.
- K. In consultation with the ADRC, implement a policy to govern self-referrals. Minimally, the policy must address when self-referral is appropriate and when referral outside of the ADRC Partner site is most appropriate, including the provision of long- term care options counseling.
- L. To implement a policy to govern Adult Protective Service referrals. Minimally, the policy must address when a referral is appropriate and how a referral is made. Preference should be given to referrals received from Adult Protective Services.
- M. To complete the attached ADRC Partner matrix, as applicable.
- N. To provide screening services:
  - a. Utilizing the Florida Department of Elder Affairs (DOEA) 701A form or its successors, in accordance with the ADRC operational procedures and protocols.
  - b. To enter screening data into the DOEA Client Information and Tracking



System (CIRTS)

- O. To utilize the ADRC triage services for the release of clients awaiting funded registered services as required.
- P.

**III. Under this Agreement, the Aging and Disability Resource Center (ADRC) agrees to the following:**

- A. To provide for easier access to long-term care services for elders, adults (age 18 and older) with SPMI, and those that assist them, including their families and caregivers, by facilitating the participation of entities as ADRC Partners.
- B. To provide or arrange for training, and to provide technical assistance to ADRC Partners.
- C. To provide ADRC Partners with displayable certificate designating them as an ADRC Partner.
- D. To provide on-site monitoring of the ADRC Partners. On-site monitoring will be provided at least quarterly during the first year of this agreement. During the second and subsequent years, on-site monitoring will be provided annually, with desk reviews conducted monthly. More frequent on-site monitoring or desk reviews may be conducted should it be determined during the course of either the on-site monitoring or desk reviews that the ADRC Partner would benefit from more frequent contact, either through monitoring or through the provision of technical assistance.
- E. To monitor the ADRC Partner's referrals and follow up contacts to assure appropriate participation in the provision of information and referral services, and appropriate handling of calls.
- F. To monitor the ADRC Partner to ensure the provision of consistent information and referral, regardless of geographical location.
- G. To ensure collection of ADRC grant data elements.
- I. To provide the ADRC Partners copies of the ADRC written policies and procedures that have been developed in accordance with the Florida Department of Elder Affairs, that address the provision of information and referral, intake, screening and triage activities.

**IV. Termination**

In the event this agreement is terminated, the ADRC and the ADRC Partner agree to submit, at the time notice of intent to terminate is delivered, a transition plan which identifies procedures to ensure the provision of information and referral services to consumers will not be interrupted or suspended by the termination.

**A. Termination at Will**

This agreement may be terminated by either party upon no less than thirty (30) calendar days notices without cause, unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

**B. Termination for Breach**


Unless a breach is waived by the ADRC in writing, or the parties fail to cure the breach within the time specified by the ADRC, the ADRC may, by written notice to the parties, terminate the agreement upon no less than twenty-four (24) hours' notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

**V. Terms of Memorandum**

This Memorandum of Understanding is effective on the date of the last agency signature. The Memorandum has no expiration date. This Memorandum of Understanding will be reviewed annually by the signing parties. Amendments will be made as deemed necessary and agreed to by the signing parties.

In witness whereof, the parties have caused this \_\_\_\_ page agreement to be executed by their undersigned officials as duly authorized.

**ADRC**  
*Theodora Williams*  
 Signature  
 Theodora Williams  
 Print name  
 1<sup>st</sup> Vice President  
 Title  
 9-4-2015  
 Date

**ADRC Partner**  
  
 Signature  
 Peter Bober  
 Print name  
 Mayor  
 Title  
 9/1/15  
 Date

APPROVED AS TO FORM AND LEGALITY  
 FOR THE USE AND RELIANCE OF THE  
 CITY OF HOLLYWOOD, FLORIDA, ONLY.  
 BY: *Jeffrey Shuffel*  
 CITY ATTORNEY

Matrix Table

**Place an X for activities or functions to be provided**  
 (note: for sake of clarity, ADRC will enter N/A in this column for any activity that will not be performed.) **Description of Activities/Functions to be Performed**

Distribute ADRC Brochures	
Provide ADRC Telephone number to potential ADRC customers	
Train staff to Provide information and Referrals	
Trained Intake/Screening staff	
Access to telephone to contact ADRC, Access to telephone with TDD/TTY/Florida Relay to contact ADRC	
Space to ensure customer privacy and confidentiality during interviews (HIPAA). Trained staff or volunteer staff to assist with telephone I TDD/TTY	
Access to a printer to print application(s) and/or summary (ies) from web application(s)	
Access to computers to access the online Statewide Database	
<u>Trained staff or volunteer(s) to assist consumers with computer access or use a language line interpreter</u>	
Physical Accessibility	
Staff access to computers to access Statewide Community Resource Database and CIRTS Proaram.	
Staff access to fax machine, Staff access to copy machine, Staff access to printer	

ADRC Partner Initials

ADRC Initials

RESOLUTION NO. R-2015-199

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ACCEPT THE AREAWIDE COUNCIL OF AGING OF BROWARD COUNTY, INC. GRANT IN THE AMOUNT OF \$228,000.00; AUTHORIZING THE EXECUTION OF THE ATTACHED GRANT CONTRACT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. AND THE CITY OF HOLLYWOOD TO PROVIDE ENHANCED SENIOR CITIZEN RECREATION PROGRAMS; AND AUTHORIZING THE ESTABLISHMENT OF CERTAIN ACCOUNTS TO RECOGNIZE AND APPROPRIATE THE GRANT FUNDING, AND FURTHER AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE ANY AND ALL APPLICABLE GRANT DOCUMENTS AND AGREEMENT(S).

WHEREAS, in its Fiscal Year 2001 budget process, the State of Florida through the Department of Elder Affairs appropriated funding in the amount of \$228,000.00 to the City of Hollywood; and

WHEREAS, this funding was approved by the State of Florida to be awarded to the City of Hollywood on a reoccurring annual basis, contingent upon the availability of such funds at State level; and

WHEREAS, in its Fiscal Year 2015/2016 budget process, the expected funds were appropriated by the State to the City; and

WHEREAS, for the past fourteen years, the City of Hollywood has received this funding from the State of Florida each year to be used for senior programming; and

WHEREAS, this funding is directed to the City of Hollywood through the State of Florida Department of Elder Affairs and administered through the Aging & Disability Resource Center of Broward County; and

WHEREAS, the grant funds will be utilized to continue the senior citizen recreation programs and services, including educational, cultural enrichment, field trips and tours, and will be offered through the Fred Lippman Multi-Purpose Center; and WHEREAS, the Department of Financial Services is hereby authorized to create certain accounts to recognize revenue and appropriate program funding; and



WHEREAS, to begin utilizing the anticipated appropriated grant funds for Fiscal Year 2015, it is necessary for the City of Hollywood and the Aging & Disability Resource Center of Broward County to enter into the attached contract and Memorandum of Understanding to establish their mutual programming goals, standards and other criteria established by the State of Florida;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby approves and authorizes the acceptance of the State of Florida Department of Elder Affairs grant funding for Fiscal Year 2015/2016.

Section 2: That it hereby approves and authorizes the execution, by the appropriate City Officials, of the attached grant contract and Memorandum of Understanding between the City of Hollywood and the Areaswide Council on Aging of Broward County, Inc. together with such non material changes as may subsequently be agreed to by the City Manager and approved as to form and legality by the City Attorney.

Section 3: That it hereby authorizes the Department of Financial Services to create certain accounts to recognize revenue and appropriate program funding.

Section 4: That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 8 day of July, 2015.



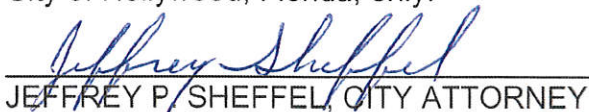
PETER BOBER, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY  
For the use and reliance of the  
City of Hollywood, Florida, only.

 or  
JEFFREY P. SHEFFEL, CITY ATTORNEY