

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.” This Contract is subject to all provisions contained in the MASTER CONTRACT executed between the Council and the Contractor, Contract No. JM014-29-2017, and its successor, incorporated herein by reference

I. Contractor 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 contract.

B. Final Request for Adjustments:

1. Final request for budget revisions or adjustments to contract funds based on expenditures for services provided through June 30, 2015 must be submitted to the Council by June 15, 2015.

II. The Council Agrees:

A. 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.

B. Obligation to Pay:

The Council’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the State 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 Contractor pursuant to this contract are derived from state grant and aids appropriations through the State of Florida Department of Elder Affairs and consist of the following:

Program Title	Year	Funding Source	CSFA#	Fund Amounts
Local Services Program	2014-2015	General Revenue	65009	\$228,000.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$228,000.00

III. Contractor and Council Mutually Agree:

A. Term of Contract

This contract will begin on July 1, 2014 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, 2015

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 Paragraph 51 and Paragraph 53 of the Master Contract.

C. Contractor Responsibility

Notwithstanding the pass through language contained in Paragraph 23 of the Master Contract, the Contractor maintains responsibility for the performance of all subcontractors in accordance with all applicable federal and state laws.

D. Notice, Contact, and Payee Information

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

IN WITNESS THEREOF, the parties hereto have caused this 14 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.,**

SIGNED BY:

NAME:

TITLE:

DATE:

FEDERAL ID NUMBER: 59-6000338

FISCAL YEAR-END DATE: June 30

SIGNED BY:

MARY TODD

NAME:

PRESIDENT

TITLE:

DATE:

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)
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:

- (1) General Appropriations Act, State of Florida

1.2.2.1 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.

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;
- (4) Supporting and Monitoring the Performance of Subcontractors.

2.1.1. Client Eligibility Determination

The Contractor will ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in 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;
- (2) Counseling;
- (3) Congregate Meals;
- (4) Home Delivered Meals;
- (5) Homemaker;
- (6) Material Aid;
- (7) Nutrition Education
- (8) Personal Care;
- (9) Recreation Respite (Facility Based);
- (10) Respite (In-Home);
- (11) Transportation

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 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 will 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 will 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 Section 2. 1. The chart below lists the services that can be performed and the unit of measurement: Units of service will be paid pursuant to the rate established in the Service Provider Application and approved by the Council.

Service		Service Unit
Adult Day Care Counseling Homemaker Nutrition Education	Recreation Respite (Facility Based) Respite (In-Home)	Hour
Material Aid		Episode
Transportation		One-Way Trip
Congregate Meals Home Delivered Meals		Meal

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 must 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 12/31/2014 is due on February 20, 2015. The second semi-annual report encompassing the twelve months ending 6/30/2015 is due on August 20, 2015.

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.

2.5. RECORDS AND DOCUMENTATION

- 2.5.1.** The Contractor will 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 will timely submit to the Council all reports described in Section 2.4. REPORTS;
- (3) The Contractor will timely submit to the Council all information described in Section 2.5. RECORDS AND DOCUMENTATION by the due dates assigned by the Council;

- (4) The Contractor will provide all funded services in Section 2.1.3 in accordance with the current Department of Elder Affairs Programs and Services Handbook.

2.6.2. The Contractor shall develop and document strategies in the Service Provider Application to support the performance achievement of 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 IV).

- 3.1.1.** The Contractor agrees to distribute funds as detailed in the Service Provider Application and Budget Summary, ATTACHMENT III. 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, 2014.

- 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 Scheduler, ATTACHMENT III (INVOICE SCHEDULE) 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 IV). 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.

- 3.3.1.1** 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 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 II (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 III (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.** Payment may be authorized only for allowable expenditures, which are in accord with the limits specified in ATTACHMENT III (BUDGET SUMMARY).
- 3.3.6. Date for Final Request for Payment**
The final request for payment will be due to the Council no later than July 24, 2015.
- 3.4. DOCUMENTATION FOR PAYMENT**
The Contractor will maintain documentation to support payment requests that will 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.
- 3.4.1.** The Contractor will 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.
- 3.4.2.** 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.

ATTACHMENT II

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 5
5	September Expenditure Report	October 7
6	October Expenditure Report	November 7
7	November Expenditure Report	December 5
8	December Expenditure Report	January 8
9	January Expenditure Report	February 6
10	February Expenditure Report	March 6
11	March Expenditure Report	April 7
12	April Expenditure Report	May 7
13	May Expenditure Report	June 5
14	June Expenditure Report	July 8
15	Final Expenditure and Closeout Report	July 24

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 III

LOCAL SERVICE PROGRAMS

BUDGET SUMMARY

FIXED SERVICES	Total Units	Unit Rate	LSP Funds	Total Reimbursement
Recreation	114.5	\$1,677.03	\$191,181.97	\$191,181.97
Transportation	2,977	\$12.37	\$36,818.03	\$36,818.03
TOTAL LSP AGREEMENT AMOUNT			\$228,000.00	\$228,000.00

ATTACHMENT IV

EXCEL Forms will be emailed in July 2014