

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

This Memorandum of Understanding is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_, 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; CIRTIS 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 DOE A.
- 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.

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### **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**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ADRC Partner**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Matrix Table*

Potential activities or functions to be offered by the ADRC Partner	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		
Trained staff or volunteer(s) to assist consumers with computer access or use a language line interpreter		
Physical Accessibility		
Staff access to computers to access Statewide Community Resource Database and CIRTIS Proaram.		
Staff access to fax machine, Staff access to copy machine, Staff access to printer		

ADRC Partner Initials

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