

APPROVED in Open Session
6/8/2021
Manatee County Board of County
Commissioners

RESOLUTION R-21-106

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA TO EXECUTE THE GRANT AGREEMENT FOR THE ALZHEIMER'S DISEASE INITIATIVE PROGRAM.

WHEREAS, Manatee County has determined that continuation of the Alzheimer's Disease Initiative Program is in the best interest for the health and welfare of the citizens of Manatee County; and

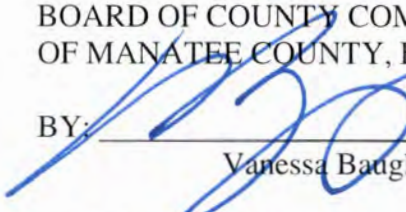
WHEREAS, Manatee County has previously entered into an agreement with the Senior Connection Center, Inc. for the Alzheimer's Disease Initiative Program.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Manatee County, Florida that:

1. The submission and acceptance of the Alzheimer's Disease Initiative Program Grant Agreement from the Senior Connection Center, Inc. is authorized.
2. The Chairman of the Manatee County Board of County Commissioners is authorized to execute the Agreement and all related documents for the Alzheimer's Disease Initiative Program.
3. The Director of the Neighborhood Services Department or designee is authorized to sign any documents which may be required in connection to the administrative functions pursuant to the terms of the Agreement.

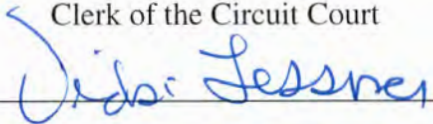


BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: 
Vanessa Baugh

TITLE: Chairman

ATTEST: Angelina Colonnese
Clerk of the Circuit Court

BY: 

RESOLUTION B-21-088
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2020-2021

WHEREAS, Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

- a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.
- b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.
- c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2020-2021 budget is hereby amended in accordance with FS 129.06 as described on the attached summary and specified in the budget adjustment batch files which are listed below:

Department: Neighborhood Services
Fund: GRANTS > 7/03
Description: Appropriates \$431,428 of grant revenues in the Grants fund for the FY21/22 Alzheimer's Disease Initiative (ADI) grant awarded from Senior Connections Center, Inc for effective dates July 1, 2021 to June 30, 2022. The grant approximates \$19,599 of copy revenues. The agreement is being presented to the Board along with this budget amendment.

Batch ID: AM51121A/B

Reference: BU21000318

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 8th DAY OF

June, 2021.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: 
Chairman

ATTEST: Angelina Colonnese
Clerk of Circuit Court

By: 
Deputy Clerk



**PROGRAM AND SERVICE CONTRACT
ALZHEIMER'S DISEASE INITIATIVE PROGRAM**

THIS CONTRACT is entered into between Senior Connection Center, Inc., hereinafter referred to as the "agency", and Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the "subrecipient." This contract is subject to all provisions contained in the MASTER CONTRACT executed between the agency and the subrecipient, Contract No. M-21/23-MAN, and its successor, incorporated herein by reference.

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. Services to be Provided

The subrecipient agrees 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.

2. Effective Dates

(1) This contract shall begin on July 1, 2021 or on the date the contract has been signed by both parties, whichever is later.

(2) Delivery of services shall end on June 30, 2022. This contract shall end on September 30, 2022, in order to provide for the maximization of resources and to allow greater flexibility to pay for services rendered on or before June 30, 2022. Services provided after June 30, 2022 cannot be reimbursed under this contract.

3. Contract Amount

The agency agrees to pay for services according to the conditions of ATTACHMENT I in an amount not to exceed \$431,428.00, subject to the availability of funds.

4. Payment

The agency's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature passed through the Department of Elder Affairs to the agency, and the subrecipient strictly performing the terms and conditions of this contract. Nothing in this contract supersedes the contingency to payment described in Paragraph 49 of the Master Contract. Payment under this contract shall at all times be subject to Paragraph 49 of the Master Contract.

5. 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 subrecipient pursuant to this contract are in the state grants and aids appropriations and consist of the following:

Program Title	Funding Source	CSFA #	Fund Amounts
Alzheimer's Disease Initiative – Respite Services	General Revenue/TSTF	65004	\$431,428.00
Alzheimer's Disease Initiative – Specialized Alzheimer's Services	General Revenue/TSTF	65002	\$0.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:			\$431,428.00

6. Final Budget Revisions and Request for Payment

- (1) Final requests for budget revisions or adjustments to contract funds based on expenditures for services provided through **June 30, 2022** must be submitted to the agency by **June 30, 2022**.
- (2) The subrecipient must submit the final request for payment invoice to the agency by **August 10, 2022**. If the subrecipient fails to do so, all right to payment is forfeited, and the agency 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 subrecipient, and necessary adjustments thereto, have been approved by the agency.
- (3) If the contract is terminated prior to the contract end date, the subrecipient must submit the final request for payment to the agency no more than **45 days** after the contract is terminated. If the subrecipient fails to do so, all right to payment is forfeited, and the agency will not honor any requests submitted after the aforesaid time period.

7. Notice, Contact, and Payee Information

(1) The name, address, and telephone number of the program manager for the agency for this contract is:

Kaley Hayes, Contract Manager
 Senior Connection Center, Inc.
 8928 Brittany Way
 Tampa, Florida 33619
 (813) 740-3888

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

Ava Ehde, Director
 Neighborhood Services Department
 Manatee County Board of County Commissioners
 P.O. Box 1000
 Bradenton, Florida 34206
 (941) 749-3030

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

Manatee County Board of County Commissioners
Neighborhood Services Department
P.O. Box 1000
Bradenton, Florida 34206

8. Subcontractors and Vendors

(1) Notwithstanding the pass-through language contained in the Master Contract, the subrecipient maintains responsibility for the performance of all subcontractors and vendors in accordance with all applicable federal (Code of Federal Regulations (CFR) Title 45, Chapter XIII, Part 1321.25) and state laws.

(2) If this contract involves the use of a subcontractor or third party, the subrecipient 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 sixty (60) days or more of the initiation of the subcontract or in the performance of the subcontractor, the subrecipient shall notify the agency in writing of such delay.

(3) The subrecipient shall not permit a subcontractor to perform services related to this contract without having a binding subcontractor agreement executed. The agency shall not be responsible or liable for any obligations or claims resulting from such action.

9. Renegotiations or Modifications

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this contract if revisions of any applicable laws or regulations make changes in this contract necessary.

10. Termination, Suspension, Enforcement, and Survival

The causes and remedies for suspension or termination of this contract shall follow the same procedures as outlined in the Master Contract. Nothing in this paragraph shall be construed to limit Section 55 of the Master Contract regarding the survival of various obligations.

11. Indemnification and Litigation Expenses

(1) The subrecipient agrees to indemnify, save, defend, and hold harmless the Department, the agency, and the Department's and agency's officers, agents, and employees (collectively the "Indemnified Parties") from any and all claims, demands, actions, causes of action of whatever nature or character, expenses, including reasonable attorney fees, arising out of or by reason of the execution of this contract, any HIPAA business associate agreement, or performance of the services provided for therein. It is understood and agreed that the subrecipient is not required to indemnify the Indemnified Parties for claims, demands, actions or causes of action arising solely out of the Department's or agency's negligence.

(2) The subrecipient shall indemnify the agency for any financial consequences, withholding or reduction of payments, and fines or penalties imposed on the agency by the State of Florida Department of Elder Affairs as a result of the subrecipient's failure to perform this contract, any HIPAA business associate agreement, or performance of the services provided therein. All such amounts described in the previous sentence solely caused by subrecipient shall be deemed to be subrecipient-caused Financial Damages in this section. If the DOEA imposes subrecipient-caused Financial Damages on the agency, subrecipient shall pay the agency the amount of such subrecipient-caused Financial Damages within thirty (30) days of written notice by the agency to subrecipient. The subrecipient shall not be required to indemnify the agency for the agency's own negligence or breach of contract.

(3) Except to the extent permitted by s. 768.28, F.S., or other Florida law, this section is not applicable to contracts executed between the agency and state agencies or subdivisions defined in s. 768.28(2), F.S.

(4) The prevailing party in any litigation, administrative, or other proceeding arising out of the enforcement or interpretation of this contract will be entitled to recover from the other party the following fees, costs, and expenses:

- (a) Reasonable attorney fees in or prior to mediation, arbitration, trial court, appellate court, or before any administrative body;
- (b) All court, mediation, and arbitration costs;
- (c) Costs charged by the attorney, any consultant, or expert witness for copying, postage, long distance telephone calls, or preparing exhibits;
- (d) Travel costs charged by the attorney, any consultant, or expert witness while working on the dispute or claim including travel costs for investigation, review, or analysis; or in preparing audits; or in preparing opinions, reviewing documents, contracts, or accounting records; or in preparing for or attending depositions, conferences, meetings, court, mediation, or arbitration;
- (e) Court reporter fees and costs;
- (f) Attorney, consultant or expert witness fees for all time spent in investigation, review, or analysis; or in preparing audits; or in preparing opinions, reviewing documents, contracts, or accounting records; or in research; or in preparing for or attending depositions, conferences, meetings, court, mediation, or arbitration; and
- (g) Certified public accountant fees for all time spent working for the prevailing party on the dispute, including, but not limited to, time spent in investigation, review, or analysis; or on preparing audits; or in preparing opinions, reviewing documents, contracts, or accounting records; or in preparing for or attending depositions, conferences, meetings, court, mediation, or arbitration. Nothing in this paragraph will be construed as requiring arbitration.

12. Contract Signatures

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 15 page contract to be executed by their undersigned officials as duly authorized.

**SUBRECIPIENT: Manatee County,
a political subdivision
of the State of Florida**

AGENCY: Senior Connection Center, Inc.

SIGNED BY: _____

NAME: Vanessa Baugh

TITLE: Chairman

DATE: 6/8/2021

FEDERAL ID NUMBER: 59-6000727

SUBRECIPIENT FISCAL YEAR END DATE: 9/30

ATTEST: Angelina Colonnese
Clerk of the Circuit Court

By: Vanessa Baugh

SIGNED BY: _____

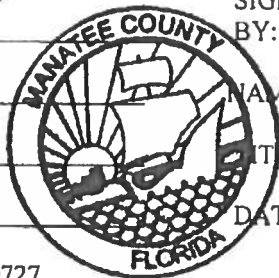
Rebecca McIntyre

NAME: Rebecca McIntyre

TITLE: Chair, Board of Directors

DATE: 06/23/2021

Digitally signed by Rebecca McIntyre
DN: cn=Rebecca McIntyre, o=Senior Connection Center, ou=Chair, Board of Directors, email=kristina.melling@sccmail.org, c=US
Date: 2021.06.23 16:02:36 -04'00'



ATTACHMENT I

ALZHEIMER'S DISEASE INITIATIVE PROGRAM

1. Program Acronyms

- (1) Activities of Daily Living (ADL)
- (2) Adult Protective Services (APS)
- (3) Alzheimer's Disease Initiative (ADI)
- (4) Alzheimer's Disease (AD)
- (5) Assessed Priority Consumer List (APCL)
- (6) Client Information and Registration Tracking System (CIRTS)
- (7) Community Care for Disabled Adults (CCDA)
- (8) Corrective Action Plan (CAP)
- (9) Department of Elder Affairs (DOEA or the "department")
- (10) Florida Administrative Code (F.A.C.)
- (11) Florida Statutes (F.S.)
- (12) Home Care for Disabled Adults (HCDA)
- (13) Instrumental Activities of Daily Living (IADL)
- (14) Memory Disorder Clinic (MDC)
- (15) Planning and Service Area (PSA)
- (16) Service Provider Application (SPA)
- (17) Summary of Programs and Services (SOPS)
- (18) United States Code (U.S.C.)

2. Program Specific Terms

- (1) **Aging Out Clients:** Individuals reaching 60 years of age who are being transitioned from the Department of Children and Families Community Care for the Disabled Adults or Home Care for Disabled Adults services to the department's community-based services.
- (2) **Department of Elder Affairs Programs and Services Handbook:** An official document of the State of Florida, DOEA. The Handbook includes program policies, procedures, and standards applicable to agencies which are recipients/providers of DOEA funded programs. An annual update is provided through Notice of Instruction.
- (3) **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.
- (4) **Memory Disorder Clinic:** Research oriented programs created pursuant to Section 430.502(1) and (2), F.S., to provide diagnostic and referral services, conduct basic and service-related multidisciplinary research, and develop training materials and educational opportunities for lay and professional caregivers of individuals with Alzheimer's disease.
- (5) **Notice of Instruction:** The agency's established method to communicate to the subrecipient the requirement to perform a particular task or activity. NOIs are located on the agency's website (www.seniorconnectioncenter.org).
- (6) **Program Highlights:** Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services to include information that helps tell the story of how programs and services help elders, families, and caregivers.

(7) **Service Provider Application:** The plan developed by the subrecipient and any revisions thereto, approved by the agency, which outlines the services and service delivery system to be used to fulfill the program requirements of the agency, the department, and the ADI program.

(8) **Summary of Programs and Services:** A document produced by the Department and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

3. DOEA Mission Statement

The department's mission is to foster an environment that promotes well-being for Florida's elders and enables them to remain in their homes and communities. The department's vision is of all Floridians aging with dignity, purpose, and independence. The agency, lead agencies and local service providers as partners and stakeholders in Florida's aging services network are expected to support the department's mission, vision, and program priorities.

4. ADI Program Mission Statement

The ADI program ensures that persons afflicted with AD and other forms of dementia, are given essential services to help them age in place, in an elder-friendly environment, with security, dignity, and purpose. The program also provides support to family members and caregivers of persons afflicted with AD or other related disorders.

5. Statement of Purpose

The primary purpose of the ADI program is to provide a continuum of services that address the special needs of individuals with AD or other related disorders, their families and caregivers.

6. Major Program Goal

The major goal of the ADI program is to provide services to meet the needs of caregivers and individuals with AD or other related disorders.

7. Statutory Authority

The relevant references to statutory authority governing the ADI program are:

- (1) Rule 58D-1, Florida Administrative Code.
- (2) Sections 430.501, 430.502, 430.503, 430.504, and 429.918, F.S.
- (3) The Catalogue of State Financial Assistance (CSFA) Number 65.004 and 65.002.

8. Scope of Service

The subrecipient is responsible for the programmatic, fiscal, and operational management of ADI. The services shall be provided in a manner consistent with and described in the subrecipient's SPA, and any revisions thereto approved by the agency, and the current DOEA Programs and Services Handbook, located on the agency's official website (www.seniorconnectioncenter.org). The subrecipient agrees to be bound by all revisions to the Handbook, which are received through subsequent contract amendments or Notices of Instruction.

9. Individuals to be Served

The ADI program addresses the special needs of individuals with Alzheimer's disease and their caregivers. To be eligible, individuals must:

- (1) Be 18 years of age or older and have a diagnosis of AD or a related disorder, or be suspected of having AD or a related disorder; and
- (2) Not be enrolled in a Medicaid capitated long-term care program.

10. 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.

11. General Service Tasks

In order to achieve the goals of the ADI program, the subrecipient shall ensure the following tasks are performed:

- (1) Determine client eligibility as shown in ATTACHMENT I, Section 9;
- (2) Perform assessments and prioritization of service delivery for new clients;
- (3) Deliver services to eligible clients; and
- (4) Monitor the performance of vendors and subcontractors.

12. Specific Service Tasks

(1) **Prioritizing New Clients:** The subrecipient shall ensure the following criteria are used to prioritize new clients for service delivery. It is not the intent of the agency or the department to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

- (a) **Imminent Risk Individuals:** Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within a month, or very likely within three (3) months.
- (b) **Service priority for individuals not included in item (1) above, regardless of referral source, will be determined through the department's functional assessment administered to each applicant, to the extent funding is available. The subrecipient shall ensure that first priority is given to applicants at the highest levels of frailty and risk of nursing home placement.**

(2) **Staffing Requirements:** The subrecipient shall dedicate the staff necessary to meet the obligations of this contract and ensure that subcontractors dedicate adequate staff accordingly. Staff responsible for performing any duties or functions within this contract must have the qualifications as specified in the DOEA Programs and Services Handbook.

13. Delivery of Service to Eligible Clients

The subrecipient shall ensure the provision of a continuum of services that addresses the diverse needs of individuals with AD and their caregivers. Caregivers will benefit from receiving training, respite and related support services to assist them in caring for the ADI client. The subrecipient shall ensure services are performed in accordance with the department's Program and Services Handbook. The services include the following:

- (1) Caregiver Training/Support
- (2) Case Aide
- (3) Case Management
- (4) Counseling (Gerontological)
- (5) Counseling (Mental Health/Screening)
- (6) Education/Training
- (7) Intake
- (8) Respite (Facility-Based)
- (9) Respite (In-Home)

- (10) Specialized Alzheimer's Services
- (11) Specialized Medical Equipment, Services, and Supplies
- (12) Transportation

14. Memory Disorder Clinics

The subrecipient shall maintain coordination with MDCs, the Alzheimer's Disease Brain Bank, Silver Alert, and all other components of the Alzheimer's Disease Initiative. MDCs are required annually to provide four hours of in-service training to all respite, in-facility respite, model day care, and specialized Alzheimer's services center staff in their designated service areas. In-service training topics may include physiological, behavioral and emotional aspects of AD and related diseases as well as caregiver techniques, coping strategies, and information regarding Silver Alert. The subrecipient shall collaborate with MDCs to assist in the effort to carry out Silver Alert protocol activities. The subrecipient will respond to requests for evaluation information and statistical data concerning its consumers, based on information requirements of the Memory Disorder Clinics and Brain Bank.

15. Specialized Alzheimer's Services

- (1) The subrecipient will ensure Specialized Alzheimer's Services are provided according to Section 429.918, F.S. Specialized Alzheimer's Services mean therapeutic, behavioral, health, safety, and security interventions; clinical care; support services; and educational services that are customized for the specialized needs of a participant's caregiver and the participant who is affected by Alzheimer's disease or an irreversible, degenerative condition resulting in dementia.
- (2) Specialized Alzheimer's services must be provided at a Specialized Alzheimer's Services Adult Day Care Center, which is licensed in accordance with Section 429.918, F.S.
- (3) Specialized Alzheimer's services, offered in day care centers include, but are not limited to, those listed below:
 - (a) Providing education and training on the specialized needs of persons with Alzheimer's disease or related memory disorders and caregivers;
 - (b) Providing specialized activities that promote, maintain, or enhance the ADI client's physical, cognitive, social, spiritual, or emotional health;
 - (c) Providing therapeutic, behavioral, health, safety, and security interventions; clinical care, and support services for the ADI client and caregiver.
- (4) Any client enrolled in Specialized Alzheimer's services must have a documented diagnosis of Alzheimer's disease or a dementia-related disorder (ADRD) from a licensed physician, licensed physician assistant, or a licensed advanced registered nurse practitioner.

16. Service Unit Measurements

The unit of measurement for each of the allowable ADI services is identified in the department's Programs and Services Handbook.

17. Reports

- (1) The subrecipient is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the agency and the department. The subrecipient must establish due dates for vendors or subcontractors that permit the subrecipient to meet the agency's and the department's reporting requirements.

(2) The subrecipient must submit Program Highlights referencing specific events that occurred in SFY/FFY 2021-2022 by September 7, 2022. The subrecipient must provide a new success story, quote, testimonial, or human-interest vignette. The highlights must be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the subrecipient must provide a brief description of their mission or role. The active tense must be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight. The subrecipient must review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the agency.

18. Service Cost Report

The subrecipient is required to submit an annual service cost report which reflects actual costs of providing each service. This report provides information for planning and negotiating unit rates. The annual Service Cost Report must be submitted to the agency by August 15, 2022.

19. Surplus/Deficit Report

The subrecipient must submit to the agency a consolidated surplus/deficit report in a format provided by the agency by the 15th of each month.

20. CIRTS Data Requirements

The subrecipient must ensure the collection and maintenance of all required client and service data in the CIRTS database on a monthly basis. The subrecipient must run monthly CIRTS reports to validate the client and service data in CIRTS is accurate prior to submitting a request for payment invoice.

21. Performance Outcome Measurements

- (1) The subrecipient shall submit all required reports in a timely manner.
- (2) The subrecipient shall submit all required CIRTS client information in a timely manner.
- (3) The subrecipient shall ensure services performed in this contract are in accordance with the current department's Programs and Services Handbook.
- (4) The performance of the subrecipient in providing the services described in this contract shall be measured by the current SPA strategies for the following criteria:
 - (a) Percentage of most frail elders who remain at home or in community instead of going into a nursing home;
 - (b) Percentage of active clients eating two or more meals per day;
 - (c) Percentage of new service recipients whose ADL assessment score has been maintained or improved;
 - (d) Percentage of new service recipients whose IADL assessment score has been maintained or improved;
 - (e) After service intervention, the percentage of caregivers who self-report being very confident about their ability to continue to provide care;
 - (f) Percentage of clients who are at imminent risk of nursing home placement who are served with community-based services; and
 - (g) Percentage of elders assessed with high or moderate risk environments who improved their environment score.

22. Monitoring and Performance Evaluation

The agency shall review and evaluate the performance of the subrecipient under the terms of this contract. The agency shall, at its own discretion, conduct monitoring concerning any aspect of the subrecipient's performance of this contract. Monitoring shall be conducted through direct contact with the subrecipient through telephone, in writing, or on site visit. The agency's determination of acceptable performance shall be conclusive. The subrecipient agrees to cooperate with the agency in monitoring the progress of completion of the service tasks and deliverables identified in this contract.

23. Co-Payment Collections

(1) The amount of the subrecipient's annual co-payment goal shall be **\$19,599.00** for Respite and other services. Co-payment collections must be reported on a monthly basis with the Request for Payment.

(2) Pursuant to Section 430.204(8), the dollar amount for co-payment associated with any Alzheimer's Disease Initiative programs must be calculated by applying the current federal poverty guidelines published by the U.S. Department of Health and Human Services.

(3) No co-payments will be assessed on a client whose income is at, or below, the federal poverty level (FPL), as established each year by the U.S. Department of Health and Human Services.

(4) No client may have their services terminated for inability to pay their assessed co-payment. The subrecipient must establish procedures to remedy financial hardships associated with co-payments, and ensure there is no interruption in services for inability to pay. If a client's co-payment is reduced or waived entirely, a written explanation for the change must be placed in the client file.

24. Use of Service Dollars

The subrecipient is expected to expend all federal, state and other funds provided by the agency for the purpose specified in the contract. The subrecipient must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period. If the agency determines the subrecipient is not spending service funds accordingly, the agency may transfer funds to another service provider during the contract period and/or adjust subsequent funding allocations, as allowable under state and federal law.

25. Remedies for Nonconforming Services

(1) The subrecipient shall ensure that all goods and/or services provided under this contract are delivered timely, completely and commensurate with required standards of quality as identified in the current DOEA Programs and Services Handbook. Such goods and/or services shall only be delivered to eligible program participants.

(2) If the subrecipient 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 reimbursement under this contract. The subrecipient's signature on the request for payment form certifies maintenance of supporting documentation and acknowledgement that the subrecipient shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The agency requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

26. Financial Consequences for a Contract Surplus

The subrecipient shall ensure the provision of services to the projected number of clients in accordance with the subrecipient's SPA, and any revisions thereto approved by the agency, and within the contract amount. The subrecipient shall ensure expenditure of 100% of the contract amount budgeted for services to clients at the unit rates established in the subrecipient's SPA. In the event the subrecipient has a surplus of 1% or more at the end of the contract term, the agency shall reallocate 1% of the budget for the next contract term to other providers found to be serving clients to the fullest extent of their allocated budgets. The agency's authority in this paragraph including the authority to reallocate a percentage of the budget is in addition to any other agency remedies in this contract or the Master Contract.

27. Budget Summary

The agency has established a spending authority based on services and rates detailed in the SPA and the Budget Summary, **ATTACHMENT III**, and any revisions thereto approved by the agency. Any changes in the total amounts of the funds identified on the Budget Summary require a contract amendment.

28. Continuity of Service

(1) The subrecipient shall ensure that contract services will be provided until the end of the service period. The agency reserves the right to reduce payments if units billed exceed the goal for the period. Unit achievement for the last quarter may not deviate from the contract units for the period by more than **five percent (5%)**. The agency may waive this provision if the subrecipient guarantees in writing that other funding resources will be utilized to maintain the quality and quantity of contract service(s).

(2) In order to enable the subrecipient to better manage the services under this contract and to maximize the use of available resources, the agency has established a spending authority as identified in the Budget Summary, **ATTACHMENT III**. The subrecipient is responsible for managing the spending authority, including the unit achievement levels for authorized services, so that the maximum number of consumers can be served. Final unit achievement levels may vary with the budget shown in the approved SPA as long as the net reimbursements do not exceed the total spending authority.

29. Unduplicated Clients

The unduplicated clients must be fully funded, identifiable and trackable for the contract period to the ADI funding source.

30. Program Guidance and Technical Assistance

The agency will provide guidance and technical support to assist the subrecipient in meeting the requirements of this contract. The support, or lack thereof, shall not relieve the subrecipient from full performance of contract requirements.

31. Method of Payment

The method of payment for this contract includes cost reimbursement and fixed rate for services. The subrecipient 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.

32. Request for Payment Invoices

(1) All request for payment invoices shall be submitted through the agency's approved on-line billing system. The agency may require additional request for payment forms in order to obtain required signatures or authorizations.

Duplication or replication of agency request for payment forms via data processing equipment is permissible, provided all data elements are in the same format as included on agency forms.

(2) The subrecipient shall consolidate all requests for payment from subcontractors and vendors for submission to the agency.

(3) Request for payment invoices shall be based on the submission of monthly expenditure reports beginning with the first month of the contract, as shown in ATTACHMENT II.

(4) Payments shall be authorized only for allowable expenditures, which are in accordance with the limits specified in ATTACHMENT III, Budget Summary.

(5) The subrecipient shall maintain documentation to support payment requests which shall be available to the agency, the department, the Department of Financial Services, or other authorized state and federal personnel upon request.

(6) Any payment due from the agency under the terms of this contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the subrecipient, and any adjustments thereto, including any disallowances not resolved as outlined in the Master Contract.

(7) The final request for payment invoice shall be due to the agency by August 10, 2022.

(8) All payments under the terms of this contract are contingent upon an annual appropriation by the Legislature, and subject to the availability of funds.

33. Consequences for Non-Compliance

(1) The subrecipient shall ensure that 100% of the deliverables identified in ATTACHMENT I, Section 8, Scope of Services, for the services identified in ATTACHMENT III, Budget Summary, of this contract, are performed pursuant to the contract requirements. The subrecipient shall perform these services, or ensure its subcontractors perform these services, in accordance with the current DOE Programs and Services Handbook, and the service tasks described in ATTACHMENT I, Section 11, General Service Tasks.

(2) If at any time the subrecipient is notified by the agency that it has failed to correctly, completely, or adequately perform the required deliverables identified in this contract, the subrecipient will have ten (10) days to issue a Corrective Action Plan (CAP) to the agency addressing the deficiencies and stating how the deficiencies will be remedied within the specified time period. The agency shall assess a Financial Consequence of two percent (2%) of the monthly value of the contract for each business day the deficiency identified in the CAP is not corrected pursuant to the CAP. The reduction of payment will begin on the first business day following the agency's notification to the subrecipient that the identified deficiency has not been cured or satisfactorily addressed in accordance with the CAP. The agency will also assess a Financial Consequence for failure to submit a timely CAP.

(3) In the event the subrecipient fails to correct an identified deficiency within the timeline specified in the CAP, the agency shall deduct from the payment for the invoice of the following month, two percent (2%) of the monthly value of the contract for each business day the deficiency is not corrected. The reduction of payment will begin on the first business day following the agency's notification to the subrecipient that the identified deficiency has not been cured or satisfactorily addressed in accordance with the CAP.

(4) If the subrecipient fails to submit a timely CAP, the agency shall deduct two percent (2%) of the monthly value of the contract for each business day the CAP is overdue, beginning with the 11th day after notification of the deficiency by the agency. The deduction will be made from the payment for the invoice of the following month. The agency's authority in this paragraph 33 is in addition to any other agency remedies in this contract or the Master Contract. All

Financial Consequences in this paragraph 33 shall not be considered a penalty, but a withholding of funds to assist agency in ensuring all funds are expended as required and available for funding to meet program services.

(5) Exceptions may be granted solely, in writing, by the agency's contract manager.

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ATTACHMENT II

ALZHEIMER'S DISEASE INITIATIVE PROGRAM

INVOICE SCHEDULE

<u>Report Number</u>	<u>Based On</u>	<u>CIRTS Updated By</u>	<u>INVOICE Finalized By</u>
1	July Expenditure Report	August 7	August 10
2	August Expenditure Report	September 7	September 10
3	September Expenditure Report	October 7	October 10
4	October Expenditure Report	November 7	November 10
5	November Expenditure Report	December 7	December 10
6	December Expenditure Report	January 7	January 10
7	January Expenditure Report	February 7	February 10
8	February Expenditure Report	March 7	March 10
9	March Expenditure Report	April 7	April 10
10	April Expenditure Report	May 7	May 10
11	May Expenditure Report	June 7	June 10
12	June Expenditure Report	July 7	July 10
13	Final Expenditure and Request for Payment Report	August 7	August 10
14	Closeout Report	N/A	August 20

Note #1: Submission of expenditure reports may or may not generate a payment request. If the final expenditure report reflects funds due back to the agency, payment must accompany the report.

Note #2: The annual Service Cost Report is due August 15, 2022.

ATTACHMENT III

BUDGET SUMMARY

Provider: Manatee County Neighborhood Services Department

Program: Alzheimer's Disease Initiative

Period for Delivery of Services: July 1, 2021 - June 30, 2022

Service	Total Amount	Units of Service	Unit Rate	Undupl Clients
ADI Spending Authority:				
Total Amount not to exceed	\$ 431,428.00			
Authorized services and rates:				
Case Management (CM)	\$ -	-	\$ 68.23	-
Respite In-Home (RESP)	\$ -	-	\$ 23.72	-
Telephone Reassurance (TERACV)	\$ -	-	\$ 22.20	-
	\$ -	-	\$ 0.00	-
	\$ -	-	\$ 0.00	-
	\$ -	-	\$ 0.00	-
	\$ -	-	\$ 0.00	-
	\$ -	-	\$ 0.00	-
TOTAL ADI Funding	\$ 431,428.00			
Add: Cash Match	\$ -			
Add: In-Kind Match	\$ -			
Add: Co-Pay Used as Match	\$ -			
Add: Co-Pay Not Used as Match	\$ 19,599.00			
Add: Non-Match Other Resources	\$ -			
TOTAL ADI Budget	\$ 451,027.00			

**PROGRAM AND SERVICE CONTRACT
ALZHEIMER'S DISEASE INITIATIVE PROGRAM**

THIS CONTRACT is entered into between Senior Connection Center, Inc., hereinafter referred to as the "agency", and Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the "subrecipient." This contract is subject to all provisions contained in the MASTER CONTRACT executed between the agency and the subrecipient, Contract No. M-21/23-MAN, and its successor, incorporated herein by reference.

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. Services to be Provided

The subrecipient agrees 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.

2. Effective Dates

(1) This contract shall begin on July 1, 2021 or on the date the contract has been signed by both parties, whichever is later.

(2) Delivery of services shall end on June 30, 2022. This contract shall end on September 30, 2022, in order to provide for the maximization of resources and to allow greater flexibility to pay for services rendered on or before June 30, 2022. Services provided after June 30, 2022 cannot be reimbursed under this contract.

3. Contract Amount

The agency agrees to pay for services according to the conditions of ATTACHMENT I in an amount not to exceed \$431,428.00, subject to the availability of funds.

4. Payment

The agency's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature passed through the Department of Elder Affairs to the agency, and the subrecipient strictly performing the terms and conditions of this contract. Nothing in this contract supersedes the contingency to payment described in Paragraph 49 of the Master Contract. Payment under this contract shall at all times be subject to Paragraph 49 of the Master Contract.

5. 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 subrecipient pursuant to this contract are in the state grants and aids appropriations and consist of the following:

Program Title	Funding Source	CSFA #	Fund Amounts
Alzheimer's Disease Initiative – Respite Services	General Revenue/TSTF	65004	\$431,428.00
Alzheimer's Disease Initiative – Specialized Alzheimer's Services	General Revenue/TSTF	65002	\$0.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:			\$431,428.00

6. Final Budget Revisions and Request for Payment

- (1) Final requests for budget revisions or adjustments to contract funds based on expenditures for services provided through **June 30, 2022** must be submitted to the agency by **June 30, 2022**.
- (2) The subrecipient must submit the final request for payment invoice to the agency by **August 10, 2022**. If the subrecipient fails to do so, all right to payment is forfeited, and the agency 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 subrecipient, and necessary adjustments thereto, have been approved by the agency.
- (3) If the contract is terminated prior to the contract end date, the subrecipient must submit the final request for payment to the agency no more than **45 days** after the contract is terminated. If the subrecipient fails to do so, all right to payment is forfeited, and the agency will not honor any requests submitted after the aforesaid time period.

7. Notice, Contact, and Payee Information

- (1) The name, address, and telephone number of the program manager for the agency for this contract is:

Kaley Hayes, Contract Manager
 Senior Connection Center, Inc.
 8928 Brittany Way
 Tampa, Florida 33619
 (813) 740-3888

- (2) The name, address, and telephone number of the representative of the subrecipient responsible for administration of the program under this contract is:

Ava Ehde, Director
 Neighborhood Services Department
 Manatee County Board of County Commissioners
 P.O. Box 1000
 Bradenton, Florida 34206
 (941) 749-3030

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

Manatee County Board of County Commissioners
Neighborhood Services Department
P.O. Box 1000
Bradenton, Florida 34206

8. Subcontractors and Vendors

(1) Notwithstanding the pass-through language contained in the Master Contract, the subrecipient maintains responsibility for the performance of all subcontractors and vendors in accordance with all applicable federal (Code of Federal Regulations (CFR) Title 45, Chapter XIII, Part 1321.25) and state laws.

(2) If this contract involves the use of a subcontractor or third party, the subrecipient 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 sixty (60) days or more of the initiation of the subcontract or in the performance of the subcontractor, the subrecipient shall notify the agency in writing of such delay.

(3) The subrecipient shall not permit a subcontractor to perform services related to this contract without having a binding subcontractor agreement executed. The agency shall not be responsible or liable for any obligations or claims resulting from such action.

9. Renegotiations or Modifications

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this contract if revisions of any applicable laws or regulations make changes in this contract necessary.

10. Termination, Suspension, Enforcement, and Survival

The causes and remedies for suspension or termination of this contract shall follow the same procedures as outlined in the Master Contract. Nothing in this paragraph shall be construed to limit Section 55 of the Master Contract regarding the survival of various obligations.

11. Indemnification and Litigation Expenses

(1) The subrecipient agrees to indemnify, save, defend, and hold harmless the Department, the agency, and the Department's and agency's officers, agents, and employees (collectively the "Indemnified Parties") from any and all claims, demands, actions, causes of action of whatever nature or character, expenses, including reasonable attorney fees, arising out of or by reason of the execution of this contract, any HIPAA business associate agreement, or performance of the services provided for therein. It is understood and agreed that the subrecipient is not required to indemnify the Indemnified Parties for claims, demands, actions or causes of action arising solely out of the Department's or agency's negligence.

(2) The subrecipient shall indemnify the agency for any financial consequences, withholding or reduction of payments, and fines or penalties imposed on the agency by the State of Florida Department of Elder Affairs as a result of the subrecipient's failure to perform this contract, any HIPAA business associate agreement, or performance of the services provided therein. All such amounts described in the previous sentence solely caused by subrecipient shall be deemed to be subrecipient-caused Financial Damages in this section. If the DOEA imposes subrecipient-caused Financial Damages on the agency, subrecipient shall pay the agency the amount of such subrecipient-caused Financial Damages within thirty (30) days of written notice by the agency to subrecipient. The subrecipient shall not be required to indemnify the agency for the agency's own negligence or breach of contract.

(3) Except to the extent permitted by s. 768.28, F.S., or other Florida law, this section is not applicable to contracts executed between the agency and state agencies or subdivisions defined in s. 768.28(2), F.S.

(4) The prevailing party in any litigation, administrative, or other proceeding arising out of the enforcement or interpretation of this contract will be entitled to recover from the other party the following fees, costs, and expenses:

- (a) Reasonable attorney fees in or prior to mediation, arbitration, trial court, appellate court, or before any administrative body;
- (b) All court, mediation, and arbitration costs;
- (c) Costs charged by the attorney, any consultant, or expert witness for copying, postage, long distance telephone calls, or preparing exhibits;
- (d) Travel costs charged by the attorney, any consultant, or expert witness while working on the dispute or claim including travel costs for investigation, review, or analysis; or in preparing audits; or in preparing opinions, reviewing documents, contracts, or accounting records; or in preparing for or attending depositions, conferences, meetings, court, mediation, or arbitration;
- (e) Court reporter fees and costs;
- (f) Attorney, consultant or expert witness fees for all time spent in investigation, review, or analysis; or in preparing audits; or in preparing opinions, reviewing documents, contracts, or accounting records; or in research; or in preparing for or attending depositions, conferences, meetings, court, mediation, or arbitration; and
- (g) Certified public accountant fees for all time spent working for the prevailing party on the dispute, including, but not limited to, time spent in investigation, review, or analysis; or on preparing audits; or in preparing opinions, reviewing documents, contracts, or accounting records; or in preparing for or attending depositions, conferences, meetings, court, mediation, or arbitration. Nothing in this paragraph will be construed as requiring arbitration.

12. Contract Signatures

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 15 page contract to be executed by their undersigned officials as duly authorized.

**SUBRECIPIENT: Manatee County,
a political subdivision
of the State of Florida**

AGENCY: Senior Connection Center, Inc.

SIGNED
BY: _____

SIGNED
BY: _____

NAME: Vanessa Baugh

NAME: Rebecca McIntyre

TITLE: Chairman

TITLE: Chair, Board of Directors

DATE: 6/8/2021

DATE: _____



FEDERAL ID NUMBER: 59-6000727
SUBRECIPIENT FISCAL YEAR END DATE: 9/30

ATTEST: Angelina Colonnese
Clerk of the Circuit Court

By: Urbia J. Jones

ATTACHMENT I

ALZHEIMER'S DISEASE INITIATIVE PROGRAM

1. Program Acronyms

- (1) Activities of Daily Living (ADL)
- (2) Adult Protective Services (APS)
- (3) Alzheimer's Disease Initiative (ADI)
- (4) Alzheimer's Disease (AD)
- (5) Assessed Priority Consumer List (APCL)
- (6) Client Information and Registration Tracking System (CIRTS)
- (7) Community Care for Disabled Adults (CCDA)
- (8) Corrective Action Plan (CAP)
- (9) Department of Elder Affairs (DOEA or the "department")
- (10) Florida Administrative Code (F.A.C.)
- (11) Florida Statutes (F.S.)
- (12) Home Care for Disabled Adults (HCDA)
- (13) Instrumental Activities of Daily Living (IADL)
- (14) Memory Disorder Clinic (MDC)
- (15) Planning and Service Area (PSA)
- (16) Service Provider Application (SPA)
- (17) Summary of Programs and Services (SOPS)
- (18) United States Code (U.S.C.)

2. Program Specific Terms

- (1) **Aging Out Clients:** Individuals reaching 60 years of age who are being transitioned from the Department of Children and Families Community Care for the Disabled Adults or Home Care for Disabled Adults services to the department's community-based services.
- (2) **Department of Elder Affairs Programs and Services Handbook:** An official document of the State of Florida, DOEA. The Handbook includes program policies, procedures, and standards applicable to agencies which are recipients/providers of DOEA funded programs. An annual update is provided through Notice of Instruction.
- (3) **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.
- (4) **Memory Disorder Clinic:** Research oriented programs created pursuant to Section 430.502(1) and (2), F.S., to provide diagnostic and referral services, conduct basic and service-related multidisciplinary research, and develop training materials and educational opportunities for lay and professional caregivers of individuals with Alzheimer's disease.
- (5) **Notice of Instruction:** The agency's established method to communicate to the subrecipient the requirement to perform a particular task or activity. NOIs are located on the agency's website (www.seniorconnectioncenter.org).
- (6) **Program Highlights:** Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services to include information that helps tell the story of how programs and services help elders, families, and caregivers.

(7) **Service Provider Application:** The plan developed by the subrecipient and any revisions thereto, approved by the agency, which outlines the services and service delivery system to be used to fulfill the program requirements of the agency, the department, and the ADI program.

(8) **Summary of Programs and Services:** A document produced by the Department and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

3. DOEA Mission Statement

The department's mission is to foster an environment that promotes well-being for Florida's elders and enables them to remain in their homes and communities. The department's vision is of all Floridians aging with dignity, purpose, and independence. The agency, lead agencies and local service providers as partners and stakeholders in Florida's aging services network are expected to support the department's mission, vision, and program priorities.

4. ADI Program Mission Statement

The ADI program ensures that persons afflicted with AD and other forms of dementia, are given essential services to help them age in place, in an elder-friendly environment, with security, dignity, and purpose. The program also provides support to family members and caregivers of persons afflicted with AD or other related disorders.

5. Statement of Purpose

The primary purpose of the ADI program is to provide a continuum of services that address the special needs of individuals with AD or other related disorders, their families and caregivers.

6. Major Program Goal

The major goal of the ADI program is to provide services to meet the needs of caregivers and individuals with AD or other related disorders.

7. Statutory Authority

The relevant references to statutory authority governing the ADI program are:

- (1) Rule 58D-1, Florida Administrative Code.
- (2) Sections 430.501, 430.502, 430.503, 430.504, and 429.918, F.S.
- (3) The Catalogue of State Financial Assistance (CSFA) Number 65.004 and 65.002.

8. Scope of Service

The subrecipient is responsible for the programmatic, fiscal, and operational management of ADI. The services shall be provided in a manner consistent with and described in the subrecipient's SPA, and any revisions thereto approved by the agency, and the current DOEA Programs and Services Handbook, located on the agency's official website (www.seniorconnectioncenter.org). The subrecipient agrees to be bound by all revisions to the Handbook, which are received through subsequent contract amendments or Notices of Instruction.

9. Individuals to be Served

The ADI program addresses the special needs of individuals with Alzheimer's disease and their caregivers. To be eligible, individuals must:

- (1) Be 18 years of age or older and have a diagnosis of AD or a related disorder, or be suspected of having AD or a related disorder; and
- (2) Not be enrolled in a Medicaid capitated long-term care program.

10. 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.

11. General Service Tasks

In order to achieve the goals of the ADI program, the subrecipient shall ensure the following tasks are performed:

- (1) Determine client eligibility as shown in **ATTACHMENT I, Section 9**;
- (2) Perform assessments and prioritization of service delivery for new clients;
- (3) Deliver services to eligible clients; and
- (4) Monitor the performance of vendors and subcontractors.

12. Specific Service Tasks

(1) **Prioritizing New Clients:** The subrecipient shall ensure the following criteria are used to prioritize new clients for service delivery. It is not the intent of the agency or the department to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

- (a) **Imminent Risk Individuals:** Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within a month, or very likely within three (3) months.
- (b) **Service priority for individuals not included in item (1) above, regardless of referral source, will be determined through the department's functional assessment administered to each applicant, to the extent funding is available. The subrecipient shall ensure that first priority is given to applicants at the highest levels of frailty and risk of nursing home placement.**

(2) **Staffing Requirements:** The subrecipient shall dedicate the staff necessary to meet the obligations of this contract and ensure that subcontractors dedicate adequate staff accordingly. Staff responsible for performing any duties or functions within this contract must have the qualifications as specified in the DOEA Programs and Services Handbook.

13. Delivery of Service to Eligible Clients

The subrecipient shall ensure the provision of a continuum of services that addresses the diverse needs of individuals with AD and their caregivers. Caregivers will benefit from receiving training, respite and related support services to assist them in caring for the ADI client. The subrecipient shall ensure services are performed in accordance with the department's Program and Services Handbook. The services include the following:

- (1) Caregiver Training/Support
- (2) Case Aide
- (3) Case Management
- (4) Counseling (Gerontological)
- (5) Counseling (Mental Health/Screening)
- (6) Education/Training
- (7) Intake
- (8) Respite (Facility-Based)
- (9) Respite (In-Home)

- (10) Specialized Alzheimer's Services
- (11) Specialized Medical Equipment, Services, and Supplies
- (12) Transportation

14. Memory Disorder Clinics

The subrecipient shall maintain coordination with MDCs, the Alzheimer's Disease Brain Bank, Silver Alert, and all other components of the Alzheimer's Disease Initiative. MDCs are required annually to provide four hours of in-service training to all respite, in-facility respite, model day care, and specialized Alzheimer's services center staff in their designated service areas. In-service training topics may include physiological, behavioral and emotional aspects of AD and related diseases as well as caregiver techniques, coping strategies, and information regarding Silver Alert. The subrecipient shall collaborate with MDCs to assist in the effort to carry out Silver Alert protocol activities. The subrecipient will respond to requests for evaluation information and statistical data concerning its consumers, based on information requirements of the Memory Disorder Clinics and Brain Bank.

15. Specialized Alzheimer's Services

- (1) The subrecipient will ensure Specialized Alzheimer's Services are provided according to Section 429.918, F.S. Specialized Alzheimer's Services mean therapeutic, behavioral, health, safety, and security interventions; clinical care; support services; and educational services that are customized for the specialized needs of a participant's caregiver and the participant who is affected by Alzheimer's disease or an irreversible, degenerative condition resulting in dementia.
- (2) Specialized Alzheimer's services must be provided at a Specialized Alzheimer's Services Adult Day Care Center, which is licensed in accordance with Section 429.918, F.S.
- (3) Specialized Alzheimer's services, offered in day care centers include, but are not limited to, those listed below:
 - (a) Providing education and training on the specialized needs of persons with Alzheimer's disease or related memory disorders and caregivers;
 - (b) Providing specialized activities that promote, maintain, or enhance the ADI client's physical, cognitive, social, spiritual, or emotional health;
 - (c) Providing therapeutic, behavioral, health, safety, and security interventions; clinical care, and support services for the ADI client and caregiver.
- (4) Any client enrolled in Specialized Alzheimer's services must have a documented diagnosis of Alzheimer's disease or a dementia-related disorder (ADRD) from a licensed physician, licensed physician assistant, or a licensed advanced registered nurse practitioner.

16. Service Unit Measurements

The unit of measurement for each of the allowable ADI services is identified in the department's Programs and Services Handbook.

17. Reports

- (1) The subrecipient is responsible for responding in a timely fashion to additional routine and/or special requests for information and reports required by the agency and the department. The subrecipient must establish due dates for vendors or subcontractors that permit the subrecipient to meet the agency's and the department's reporting requirements.

(2) The subrecipient must submit Program Highlights referencing specific events that occurred in SFY/FFY 2021-2022 by **September 7, 2022**. The subrecipient must provide a new success story, quote, testimonial, or human-interest vignette. The highlights must be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, the subrecipient must provide a brief description of their mission or role. The active tense must be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight. The subrecipient must review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to the agency.

18. Service Cost Report

The subrecipient is required to submit an annual service cost report which reflects actual costs of providing each service. This report provides information for planning and negotiating unit rates. The annual Service Cost Report must be submitted to the agency by **August 15, 2022**.

19. Surplus/Deficit Report

The subrecipient must submit to the agency a consolidated surplus/deficit report in a format provided by the agency by the 15th of each month.

20. CIRTS Data Requirements

The subrecipient must ensure the collection and maintenance of all required client and service data in the CIRTS database on a monthly basis. The subrecipient must run monthly CIRTS reports to validate the client and service data in CIRTS is accurate prior to submitting a request for payment invoice.

21. Performance Outcome Measurements

- (1) The subrecipient shall submit all required reports in a timely manner.
- (2) The subrecipient shall submit all required CIRTS client information in a timely manner.
- (3) The subrecipient shall ensure services performed in this contract are in accordance with the current department's Programs and Services Handbook.
- (4) The performance of the subrecipient in providing the services described in this contract shall be measured by the current SPA strategies for the following criteria:
 - (a) Percentage of most frail elders who remain at home or in community instead of going into a nursing home;
 - (b) Percentage of active clients eating two or more meals per day;
 - (c) Percentage of new service recipients whose ADL assessment score has been maintained or improved;
 - (d) Percentage of new service recipients whose IADL assessment score has been maintained or improved;
 - (e) After service intervention, the percentage of caregivers who self-report being very confident about their ability to continue to provide care;
 - (f) Percentage of clients who are at imminent risk of nursing home placement who are served with community-based services; and
 - (g) Percentage of elders assessed with high or moderate risk environments who improved their environment score.

22. Monitoring and Performance Evaluation

The agency shall review and evaluate the performance of the subrecipient under the terms of this contract. The agency shall, at its own discretion, conduct monitoring concerning any aspect of the subrecipient's performance of this contract. Monitoring shall be conducted through direct contact with the subrecipient through telephone, in writing, or on site visit. The agency's determination of acceptable performance shall be conclusive. The subrecipient agrees to cooperate with the agency in monitoring the progress of completion of the service tasks and deliverables identified in this contract.

23. Co-Payment Collections

(1) The amount of the subrecipient's annual co-payment goal shall be **\$19,599.00** for Respite and other services. Co-payment collections must be reported on a monthly basis with the Request for Payment.

(2) Pursuant to Section 430.204(8), the dollar amount for co-payment associated with any Alzheimer's Disease Initiative programs must be calculated by applying the current federal poverty guidelines published by the U.S. Department of Health and Human Services.

(3) No co-payments will be assessed on a client whose income is at, or below, the federal poverty level (FPL), as established each year by the U.S. Department of Health and Human Services.

(4) No client may have their services terminated for inability to pay their assessed co-payment. The subrecipient must establish procedures to remedy financial hardships associated with co-payments, and ensure there is no interruption in services for inability to pay. If a client's co-payment is reduced or waived entirely, a written explanation for the change must be placed in the client file.

24. Use of Service Dollars

The subrecipient is expected to expend all federal, state and other funds provided by the agency for the purpose specified in the contract. The subrecipient must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period. If the agency determines the subrecipient is not spending service funds accordingly, the agency may transfer funds to another service provider during the contract period and/or adjust subsequent funding allocations, as allowable under state and federal law.

25. Remedies for Nonconforming Services

(1) The subrecipient shall ensure that all goods and/or services provided under this contract are delivered timely, completely and commensurate with required standards of quality as identified in the current DOEA Programs and Services Handbook. Such goods and/or services shall only be delivered to eligible program participants.

(2) If the subrecipient 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 reimbursement under this contract. The subrecipient's signature on the request for payment form certifies maintenance of supporting documentation and acknowledgement that the subrecipient shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The agency requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

26. Financial Consequences for a Contract Surplus

The subrecipient shall ensure the provision of services to the projected number of clients in accordance with the subrecipient's SPA, and any revisions thereto approved by the agency, and within the contract amount. The subrecipient shall ensure expenditure of 100% of the contract amount budgeted for services to clients at the unit rates established in the subrecipient's SPA. In the event the subrecipient has a surplus of 1% or more at the end of the contract term, the agency shall reallocate 1% of the budget for the next contract term to other providers found to be serving clients to the fullest extent of their allocated budgets. The agency's authority in this paragraph including the authority to reallocate a percentage of the budget is in addition to any other agency remedies in this contract or the Master Contract.

27. Budget Summary

The agency has established a spending authority based on services and rates detailed in the SPA and the Budget Summary, **ATTACHMENT III**, and any revisions thereto approved by the agency. Any changes in the total amounts of the funds identified on the Budget Summary require a contract amendment.

28. Continuity of Service

(1) The subrecipient shall ensure that contract services will be provided until the end of the service period. The agency reserves the right to reduce payments if units billed exceed the goal for the period. Unit achievement for the last quarter may not deviate from the contract units for the period by more than **five percent (5%)**. The agency may waive this provision if the subrecipient guarantees in writing that other funding resources will be utilized to maintain the quality and quantity of contract service(s).

(2) In order to enable the subrecipient to better manage the services under this contract and to maximize the use of available resources, the agency has established a spending authority as identified in the Budget Summary, **ATTACHMENT III**. The subrecipient is responsible for managing the spending authority, including the unit achievement levels for authorized services, so that the maximum number of consumers can be served. Final unit achievement levels may vary with the budget shown in the approved SPA as long as the net reimbursements do not exceed the total spending authority.

29. Unduplicated Clients

The unduplicated clients must be fully funded, identifiable and trackable for the contract period to the ADI funding source.

30. Program Guidance and Technical Assistance

The agency will provide guidance and technical support to assist the subrecipient in meeting the requirements of this contract. The support, or lack thereof, shall not relieve the subrecipient from full performance of contract requirements.

31. Method of Payment

The method of payment for this contract includes cost reimbursement and fixed rate for services. The subrecipient 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.

32. Request for Payment Invoices

(1) All request for payment invoices shall be submitted through the agency's approved on-line billing system. The agency may require additional request for payment forms in order to obtain required signatures or authorizations.

Duplication or replication of agency request for payment forms via data processing equipment is permissible, provided all data elements are in the same format as included on agency forms.

- (2) The subrecipient shall consolidate all requests for payment from subcontractors and vendors for submission to the agency.
- (3) Request for payment invoices shall be based on the submission of monthly expenditure reports beginning with the first month of the contract, as shown in **ATTACHMENT II**.
- (4) Payments shall be authorized only for allowable expenditures, which are in accordance with the limits specified in **ATTACHMENT III**, Budget Summary.
- (5) The subrecipient shall maintain documentation to support payment requests which shall be available to the agency, the department, the Department of Financial Services, or other authorized state and federal personnel upon request.
- (6) Any payment due from the agency under the terms of this contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the subrecipient, and any adjustments thereto, including any disallowances not resolved as outlined in the Master Contract.
- (7) The final request for payment invoice shall be due to the agency by **August 10, 2022**.
- (8) All payments under the terms of this contract are contingent upon an annual appropriation by the Legislature, and subject to the availability of funds.

33. Consequences for Non-Compliance

- (1) The subrecipient shall ensure that 100% of the deliverables identified in **ATTACHMENT I, Section 8, Scope of Services**, for the services identified in **ATTACHMENT III, Budget Summary**, of this contract, are performed pursuant to the contract requirements. The subrecipient shall perform these services, or ensure its subcontractors perform these services, in accordance with the current DOEA Programs and Services Handbook, and the service tasks described in **ATTACHMENT I, Section 11, General Service Tasks**.
- (2) If at any time the subrecipient is notified by the agency that it has failed to correctly, completely, or adequately perform the required deliverables identified in this contract, the subrecipient will have ten (10) days to issue a Corrective Action Plan (CAP) to the agency addressing the deficiencies and stating how the deficiencies will be remedied within the specified time period. The agency shall assess a Financial Consequence of **two percent (2%)** of the monthly value of the contract for each business day the deficiency identified in the CAP is not corrected pursuant to the CAP. The reduction of payment will begin on the first business day following the agency's notification to the subrecipient that the identified deficiency has not been cured or satisfactorily addressed in accordance with the CAP. The agency will also assess a Financial Consequence for failure to submit a timely CAP.
- (3) In the event the subrecipient fails to correct an identified deficiency within the timeline specified in the CAP, the agency shall deduct from the payment for the invoice of the following month, **two percent (2%)** of the monthly value of the contract for each business day the deficiency is not corrected. The reduction of payment will begin on the first business day following the agency's notification to the subrecipient that the identified deficiency has not been cured or satisfactorily addressed in accordance with the CAP.
- (4) If the subrecipient fails to submit a timely CAP, the agency shall deduct **two percent (2%)** of the monthly value of the contract for each business day the CAP is overdue, beginning with the **11th** day after notification of the deficiency by the agency. The deduction will be made from the payment for the invoice of the following month. The agency's authority in this paragraph 33 is in addition to any other agency remedies in this contract or the Master Contract. All

Financial Consequences in this paragraph 33 shall not be considered a penalty, but a withholding of funds to assist agency in ensuring all funds are expended as required and available for funding to meet program services.

(5) Exceptions may be granted solely, in writing, by the agency's contract manager.

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ATTACHMENT II

ALZHEIMER'S DISEASE INITIATIVE PROGRAM

INVOICE SCHEDULE

<u>Report Number</u>	<u>Based On</u>	<u>CIRTS Updated By</u>	<u>INVOICE Finalized By</u>
1	July Expenditure Report	August 7	August 10
2	August Expenditure Report	September 7	September 10
3	September Expenditure Report	October 7	October 10
4	October Expenditure Report	November 7	November 10
5	November Expenditure Report	December 7	December 10
6	December Expenditure Report	January 7	January 10
7	January Expenditure Report	February 7	February 10
8	February Expenditure Report	March 7	March 10
9	March Expenditure Report	April 7	April 10
10	April Expenditure Report	May 7	May 10
11	May Expenditure Report	June 7	June 10
12	June Expenditure Report	July 7	July 10
13	Final Expenditure and Request for Payment Report	August 7	August 10
14	Closeout Report	N/A	August 20

Note #1: Submission of expenditure reports may or may not generate a payment request. If the final expenditure report reflects funds due back to the agency, payment must accompany the report.

Note #2: The annual Service Cost Report is due **August 15, 2022**.

ATTACHMENT III

BUDGET SUMMARY

Provider: Manatee County Neighborhood Services Department
 Program: Alzheimer's Disease Initiative
 Period for Delivery of Services: July 1, 2021 - June 30, 2022

Service	Total Amount	Units of Service	Unit Rate	Undupl Clients
ADI Spending Authority:				
Total Amount not to exceed	\$ 431,428.00			
Authorized services and rates:				
Case Management (CM)	\$ -	-	\$ 68.23	-
Respite In-Home (RESP)	\$ -	-	\$ 23.72	-
Telephone Reassurance (TERACV)	\$ -	-	\$ 22.20	-
	\$ -	-	\$ 0.00	-
	\$ -	-	\$ 0.00	-
	\$ -	-	\$ 0.00	-
	\$ -	-	\$ 0.00	-
	\$ -	-	\$ 0.00	-
TOTAL ADI Funding	\$ 431,428.00			
Add: Cash Match	\$ -			
Add: In-Kind Match	\$ -			
Add: Co-Pay Used as Match	\$ -			
Add: Co-Pay Not Used as Match	\$ 19,599.00			
Add: Non-Match Other Resources	\$ -			
TOTAL ADI Budget	\$ 451,027.00			

APPROVED in Open Session
6/8/2021
Manatee County Board of County
Commissioners



Board of County Commissioners June 8, 2021 - Regular Meeting

SUBJECT

ADOPTION OF RESOLUTION R-21-106 AUTHORIZING EXECUTION OF AGREEMENT FOR THE ALZHEIMER'S DISEASE INITIATIVE (ADI) GRANT FUNDS 21/22; ADOPTION OF BUDGET RESOLUTION B-21-088

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Tracie Adams, Human Services Program Manager / ext. 3646

Ava Ehde, Neighborhood Services Director/ext. 3974

Action Requested

Adoption of Resolution R-21-106 authorizing the acceptance and execution of agreement ADI-21/22-MAN from the Senior Connection Center, Inc., for the Alzheimer's Disease Initiative grant program in the amount of \$451,027 (\$431,428 State Funds, \$19,599 Client Co-Payments) for the time period July 1, 2021 to September 30, 2022.

Adoption of Budget Resolution B-21-088 amending the annual budget for Manatee County, FL, for fiscal year 2021.

Enabling/Regulating Authority

Florida Statute, Chapter 125

Background Discussion

- Agreement ADI-21/22-MAN will allow for the continuation of in-home respite care services to Manatee County residents.
- The ADI grant requires no county match.
- Approximately 45 clients will receive services under this program annually.
- Manatee County has served as Lead Agency for the ADI program the past thirty years.

- ADI Funds are designated to provide Case Management and In-Home Respite service to prevent or delay premature institutional placement of Manatee County residents aged 18 or older afflicted with Alzheimer's Disease or some other form of a memory disorder.
- ADI Respite services are provided by the County through subcontract and Case Management is provided by the County directly.

Attorney Review

Not Reviewed (No apparent legal issues)

[Emailed and interoffice 6/10/2021](#)

Instructions to Board Records

Return two originals of agreement, signed copy of Resolution R-21-106, and signed copy of Budget Resolution B-21-088 to Tracie Adams. One original agreement will be returned to Board Records when executed by funding source.

Email approved agenda item and signed Budget Resolution B-21-088 to budget@mymanatee.org and debbie.carpenter@mymanatee.org.

Cost and Funds Source Account Number and Name

\$451,027 (\$431,428 State Funds, \$19,599 Client Co-Payments) ADI FY 21/22 1739000027

Amount and Frequency of Recurring Costs

N/A