

**RESOLUTION R-21-107**

**A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA TO EXECUTE THE GRANT AGREEMENT FOR THE HOME CARE FOR THE ELDERLY PROGRAM.**

**WHEREAS**, Manatee County has determined that continuation of the Home Care for the Elderly Program is in the best interest for the health and welfare of the citizens of Manatee County; and

**WHEREAS**, Manatee County has previously entered in an agreement with the Senior Connection Center, Inc. for the Home Care for the Elderly Program.

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

1. The submission and acceptance of the Home Care for the Elderly 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 Grant Agreement and all related documents for the Home Care for the Elderly 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: Debi Jessner

RESOLUTION B-21-090  
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 \$18,681 of grant revenues in the Grants fund for the FY21/22 Home Care for the Elderly (HCE) grant awarded from Senior Connections Center, Inc for effective dates July 1, 2021 to June 30, 2022. The grant does not require a local match. The agreement is being presented to the Board along with this budget amendment.

Batch ID: AM51121C/D

Reference: BU21000319

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 21<sup>st</sup> DAY OF June, 2021.

ATTEST: Angelina Colonnese  
Clerk of Circuit Court

By: Wade Lesmer  
Deputy Clerk.



BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

By: [Signature]  
Chairman

**PROGRAM AND SERVICE CONTRACT  
HOME CARE FOR THE ELDERLY PROGRAM**

**THIS CONTRACT** is entered into between the 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 \$93,403.00, 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
Home Care for the Elderly	General Revenue	65001	\$93,403.00
<b>TOTAL FUNDS CONTAINED IN THIS CONTRACT:</b>			<b>\$93,403.00</b>

**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: 6/8/21

DATE: 06/23/2021



FEDERAL ID NUMBER: 59-6000727

SUBRECIPIENT FISCAL YEAR END DATE: 9/30

ATTEST: Angelina Colonnese  
Clerk of the Circuit Court

By: Webi Jessner

**ATTACHMENT I**

**HOME CARE FOR THE ELDERLY PROGRAM**

**1. Program Acronyms**

- (1) Adult Protective Services (APS)
- (2) Activities of Daily Living (ADL)
- (3) Adult Protective Services Referral Tracking Tool (ARTT)
- (4) Assessed Priority Consumer List (APCL)
- (5) Client Information and Registration Tracking System (CIRTS)
- (6) Community Care for Disabled Adults (CCDA)
- (7) Community Care for the Elderly (CCE)
- (8) Corrective Action Plan (CAP)
- (9) Department of Children and Families (DCF)
- (10) Department of Elder Affairs (DOEA or the “department”)
- (11) Florida Statutes (F.S.)
- (12) Home Care for Disabled Adults (HCDA)
- (13) Home Care for the Elderly (HCE)
- (14) Institutional Care Program (ICP)
- (15) Instrumental Activities of Daily Living (IADL)
- (16) Notice of Instruction (NOI)
- (17) Planning and Service Area (PSA)
- (18) Service Provider Application (SPA)
- (19) Summary of Programs and Services (SOPS)
- (20) 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 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 a NOI.
- (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) **Notice of Instruction (NOI):** 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](http://www.seniorconnectioncenter.org)).
- (5) **Program Highlights:** Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services to demonstrate how programs and services help elders, families, and caregivers.
- (6) **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 HCE program.

(7) **Summary of Programs and Services (SOPS):** A document produced by the Department of Elder Affairs 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. HCE Program Mission Statement**

The HCE program supports family style living arrangements, on a non-profit basis, as an alternative to nursing homes or other institutional care. Through the program, a caregiver for three or fewer elders living in a private home provides basic services of maintenance and supervision as well as coordinating other necessary specialized services.

### **5. Statement of Purpose**

The purpose of the HCE program is to assist caregivers of three (3) or fewer elders, living in private homes, through the provision of a Basic Subsidy for maintenance and supervision, as reimbursement for some of their expenses each month for caring for the client(s). Caregivers may also receive a Special Subsidy for other necessary services and essential supplies.

### **6. Major Program Goals**

The major goals of the HCE program are to ensure that:

- (1) A Basic subsidy is provided to the caregiver of each client; and
- (2) A Special Subsidy is provided when essential to the well-being of the client

### **7. Statutory Authority**

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

- (1) Rule 58H-1, Florida Administrative Code
- (2) Sections 430.601 through 430.608, F.S.
- (3) The catalog of State Financial Assistance (CSFA) Number 65001.

### **8. Scope of Service**

The subrecipient is responsible for the programmatic, fiscal, and operational management of HCE. 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](http://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**



Clients eligible to receive services under this contract must meet the following requirements in accordance with Rule 58H-1.005, F.A.C.:

- (1) Be at least 60 years of age or older;
- (2) Be a current resident of the State of Florida with the intent to remain in the state; and
- (3) Meet the criteria for functional and financial eligibility set forth below:
  - (a) Be at risk of nursing home placement based on a DOEA 701 B assessment, and
  - (b) Have a self-declared income and assets which do not exceed the ICP limits established by Medicaid and DCF, or
  - (c) Receive Supplemental Security Income (SSI), or
  - (d) Receive benefits as a Qualified Medicare Beneficiary (QMB) or as a Special Low-Income Medicare Beneficiary (SLMB); and
  - (e) Have an approved caregiver who meets the caregiver requirements pursuant to Rule 58H-1.006, F.A.C., and the dwelling requirements pursuant to Rule 58H-1.007, F.A.C.
- (4) Be aging out, as defined in **ATTACHMENT I, Section 2(1)**, of this contract.
- (5) The department shall have final authority for the determination of client eligibility.

Caregivers eligible to receive services under this contract must meet the following requirements:

- (1) Be at least 18 years of age;
- (2) Be capable of providing a family-type living environment for the home care client/recipient;
- (3) Be a relative or a friend who has been accepted by the client as a surrogate family, or is a responsible adult with whom the client has made an arrangement to provide home care services;
- (4) Be willing to accept responsibility for the social, physical and emotional needs of the home care client/recipient;
- (5) Be physically present and live in the home to provide supervision and to assist in arrangement of services for the client;
- (6) Maintain the residential dwelling free of conditions that pose an immediate threat to the life, safety, health and well-being of the home care client in accordance with Rule 58H-1.007, F.A.C.; and
- (7) Be without record of conviction of abuse, neglect or exploitation of another person.

#### **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 HCE 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 eligible clients;
- (3) Deliver services to eligible clients; and
- (4) Monitor the performance of vendors and subcontractors.
- (5) Maintain adequate staffing levels to ensure performance of the tasks, responsibilities, and duties identified in this contract, and ensure that the staff responsible for performing any duties or functions under this contract have the qualifications, as specified in the DOEA Programs and Services Handbook.

#### **12. Specific Service Tasks**

- (1) In assessing and prioritizing 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.

- (2) The subrecipient shall use the following criteria to prioritize new clients in the sequence below for service delivery:
- (a) Imminent Risk individuals 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 one (1) month or very likely within three (3) months.
  - (b) Transitioning Aging Out individuals receiving CCDA and HCDA services through DCF to community-based services provided through the agency, when services are not currently available.
  - (c) The subrecipient shall use the following priority criteria for determining service delivery for other assessed Individuals regardless of referral source, to the extent funding is available. Priority should be given to applicants at the higher levels of frailty and risk of nursing home placement. For individuals assessed at the same priority and risk of nursing home placement, priority will be given to applicants with the lesser ability to pay for services.

### **13. Delivery of Service to Eligible Clients**

Through intake, case management and case aide services, the HCE client's needs are documented and needed services are planned, arranged and coordinated for the client.

(1) **Basic Subsidies:** The subrecipient shall ensure that the Basic Subsidy is a cash payment of at least \$160.00 made to an approved caregiver each month to reimburse expenses incurred in caring for the client, as detailed herein and in the current DOEA Programs and Services Handbook. The subrecipient shall further ensure that existing clients receiving a subsidy greater than \$160.00 as of October 24, 2018, continue to receive the higher subsidy as specified in the agency's NOI #030119 issued March 1, 2019, and incorporated herein by reference. The basic subsidy is provided for support and maintenance of the home care client/recipient, including housing, food, clothing, and medical costs not covered by Medicaid, Medicare or any other insurance. A basic subsidy shall be paid to authorized caregivers when the client is in the home for any part of the month.

(2) **Special Subsidy Services:** Though every eligible HCE client receives a basic subsidy, special subsidy payments are pre-authorized and are based on additional specialized medical or health care services, supplies or equipment needed to maintain the health and well-being of the individual elder. The special subsidy for additional medical support and special services is a cash payment to reimburse the costs of any other service or special care not covered by Medicaid, Medicare, or private insurance when these services are determined to be essential to maintain the well-being of the home care client/recipient. A special subsidy shall be paid to authorized caregivers when the client is in the home for any part of the month. Special Subsidy Services may be authorized through a vendor agreement. All special subsidy services must be performed in accordance with the department's current Programs and Services Handbook. Special subsidy services include:

- (a) Adult Day Care
- (b) Adult Day Health Care
- (c) Caregiver Training/Support
- (d) Chore
- (e) Chore (Enhanced)
- (f) Counseling (Gerontological)
- (g) Counseling (Mental Health/Screening)
- (h) Home Delivered Meals
- (i) Home Health Aide Service
- (j) Homemaker
- (k) Housing Improvement
- (l) Material Aid
- (m) Occupational Therapy
- (n) Other
- (o) Personal Care

- (p) Physical Therapy
- (q) Respite (Facility Based or In-Home)
- (r) Skilled Nursing Services
- (s) Specialized Medical Equipment, Services and Supplies
- (t) Speech Therapy
- (u) Transportation

#### **14. Service Unit Measurements**

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

#### **15. 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.

#### **16. 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**.

#### **17. Surplus/Deficit Report**

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

#### **18. CIRTS Data Requirements**

(1) 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.

(2) The subrecipient must ensure all data for HCE subsidies is entered in CIRTS by the 15<sup>th</sup> of each month. HCE subsidy data entered into CIRTS by the 15<sup>th</sup> of the month shall be for payments incurred between the 16<sup>th</sup> of the previous month and the 15<sup>th</sup> of the current month. Case management units of service for the previous month must be entered into CIRTS by the 7<sup>th</sup> of the following month according to the invoice schedule shown in **ATTACHMENT II**.

(3) The subrecipient shall ensure data entry for HCE subsidies will cease on the 15<sup>th</sup> of the month and the CIRTS Monthly Service Utilization Report, by consumer and by worker identification is generated.

(4) The subrecipient will ensure the monthly Utilization Report, by consumer and by worker identification is verified, corrected, and certified no later than the 20<sup>th</sup> of the month in which the report is generated.

#### **19. 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.

#### **20. 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.

#### **21. 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.

#### **22. 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.

### **23. 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.

### **24. 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. Special subsidy payments for each client and for the program overall must be approved by the agency and maintained within the amount of program funding available.

### **25. 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.

### **26. Unduplicated Clients**

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

### **27. 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.

### **28. Method of Payment**

- (1) The method of payment for this contract includes subsidy payments and fixed rate for services.
- (2) The subrecipient shall ensure subsidy payments and fixed rates 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.
- (3) In order to facilitate the process of making monthly payments to approved caregivers for Basic and Special Subsidies authorized by the subrecipient, funding allocated for all subsidies shall be retained by the agency. The agency shall issue all monthly checks to approved caregivers for Basic and Special Subsidies authorized by the subrecipient.

### **29. 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.

### **30. 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 **11<sup>th</sup>** 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 30 is in addition to any other agency remedies in this contract or the Master Contract. All Financial Consequences in this paragraph 30 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**

**HOME CARE FOR THE ELDERLY PROGRAM**

**INVOICE SCHEDULE**

<u>Report Number</u>	<u>Based On</u>	<u>CIRTS Updated By</u>	<u>INVOICE Finalized By</u>
<b>For Services, not including Subsidies:</b>			
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: Home Care for the Elderly

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

Service	Total Amount	Units of Service	Unit Rate	Undupl Clients
HCE Spending Authority:				
Total Amount not to exceed	\$ 93,403.00			
Authorized services and rates:				
Case Management (CMV)	\$ -	-	\$ 65.50	-
Basic Subsidies (BASI)	\$ -	-	Cost Reimb.	-
Spec.Med.Equip.Srv.Supp.(SCSM)	\$ -	-	Cost Reimb.	-
Telephone Reassurance (TERACV)	\$ -	-	\$ 22.20	-
	\$ -			-
	\$ -			-
	\$ -			-
<b>TOTAL HCE Funding</b>	<b>\$ 93,403.00</b>			
Add: Cash Match	\$ -			
Add: In-Kind Match	\$ -			
Add: Co-Pay Used as Match	\$ -			
Add: Co-Pay Not Used as Match	\$ -			
Add: Non-Match Other Resources	\$ -			
<b>TOTAL HCE Budget</b>	<b>\$ 93,403.00</b>			

**PROGRAM AND SERVICE CONTRACT  
HOME CARE FOR THE ELDERLY PROGRAM**

**THIS CONTRACT** is entered into between the 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 \$93,403.00, 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
Home Care for the Elderly	General Revenue	65001	\$93,403.00
<b>TOTAL FUNDS CONTAINED IN THIS CONTRACT:</b>			<b>\$93,403.00</b>

**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: 6/8/21



SIGNED  
BY: \_\_\_\_\_

NAME: Rebecca McIntyre

TITLE: Chair, Board of Directors

DATE: \_\_\_\_\_

FEDERAL ID NUMBER: 59-6000727

SUBRECIPIENT FISCAL YEAR END DATE: 9/30

ATTEST: Angelina Colonnese  
Clerk of the Circuit Court

By: \_\_\_\_\_

Webi Jessner

**ATTACHMENT I**

**HOME CARE FOR THE ELDERLY PROGRAM**

**1. Program Acronyms**

- (1) Adult Protective Services (APS)
- (2) Activities of Daily Living (ADL)
- (3) Adult Protective Services Referral Tracking Tool (ARTT)
- (4) Assessed Priority Consumer List (APCL)
- (5) Client Information and Registration Tracking System (CIRTS)
- (6) Community Care for Disabled Adults (CCDA)
- (7) Community Care for the Elderly (CCE)
- (8) Corrective Action Plan (CAP)
- (9) Department of Children and Families (DCF)
- (10) Department of Elder Affairs (DOEA or the “department”)
- (11) Florida Statutes (F.S.)
- (12) Home Care for Disabled Adults (HCDA)
- (13) Home Care for the Elderly (HCE)
- (14) Institutional Care Program (ICP)
- (15) Instrumental Activities of Daily Living (IADL)
- (16) Notice of Instruction (NOI)
- (17) Planning and Service Area (PSA)
- (18) Service Provider Application (SPA)
- (19) Summary of Programs and Services (SOPS)
- (20) 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 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 a NOI.
- (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) **Notice of Instruction (NOI):** 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](http://www.seniorconnectioncenter.org)).
- (5) **Program Highlights:** Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services to demonstrate how programs and services help elders, families, and caregivers.
- (6) **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 HCE program.

(7) **Summary of Programs and Services (SOPS):** A document produced by the Department of Elder Affairs 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. HCE Program Mission Statement**

The HCE program supports family style living arrangements, on a non-profit basis, as an alternative to nursing homes or other institutional care. Through the program, a caregiver for three or fewer elders living in a private home provides basic services of maintenance and supervision as well as coordinating other necessary specialized services.

### **5. Statement of Purpose**

The purpose of the HCE program is to assist caregivers of three (3) or fewer elders, living in private homes, through the provision of a Basic Subsidy for maintenance and supervision, as reimbursement for some of their expenses each month for caring for the client(s). Caregivers may also receive a Special Subsidy for other necessary services and essential supplies.

### **6. Major Program Goals**

The major goals of the HCE program are to ensure that:

- (1) A Basic subsidy is provided to the caregiver of each client; and
- (2) A Special Subsidy is provided when essential to the well-being of the client

### **7. Statutory Authority**

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

- (1) Rule 58H-1, Florida Administrative Code
- (2) Sections 430.601 through 430.608, F.S.
- (3) The catalog of State Financial Assistance (CSFA) Number 65001.

### **8. Scope of Service**

The subrecipient is responsible for the programmatic, fiscal, and operational management of HCE. 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](http://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**

Clients eligible to receive services under this contract must meet the following requirements in accordance with Rule 58H-1.005, F.A.C.:

- (1) Be at least 60 years of age or older;
- (2) Be a current resident of the State of Florida with the intent to remain in the state; and
- (3) Meet the criteria for functional and financial eligibility set forth below:
  - (a) Be at risk of nursing home placement based on a DOEA 701 B assessment, and
  - (b) Have a self-declared income and assets which do not exceed the ICP limits established by Medicaid and DCF, or
  - (c) Receive Supplemental Security Income (SSI), or
  - (d) Receive benefits as a Qualified Medicare Beneficiary (QMB) or as a Special Low-Income Medicare Beneficiary (SLMB); and
  - (e) Have an approved caregiver who meets the caregiver requirements pursuant to Rule 58H-1.006, F.A.C., and the dwelling requirements pursuant to Rule 58H-1.007, F.A.C.
- (4) Be aging out, as defined in **ATTACHMENT I, Section 2(1)**, of this contract.
- (5) The department shall have final authority for the determination of client eligibility.

Caregivers eligible to receive services under this contract must meet the following requirements:

- (1) Be at least 18 years of age;
- (2) Be capable of providing a family-type living environment for the home care client/recipient;
- (3) Be a relative or a friend who has been accepted by the client as a surrogate family, or is a responsible adult with whom the client has made an arrangement to provide home care services;
- (4) Be willing to accept responsibility for the social, physical and emotional needs of the home care client/recipient;
- (5) Be physically present and live in the home to provide supervision and to assist in arrangement of services for the client;
- (6) Maintain the residential dwelling free of conditions that pose an immediate threat to the life, safety, health and well-being of the home care client in accordance with Rule 58H-1.007, F.A.C.; and
- (7) Be without record of conviction of abuse, neglect or exploitation of another person.

#### **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 HCE 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 eligible clients;
- (3) Deliver services to eligible clients; and
- (4) Monitor the performance of vendors and subcontractors.
- (5) Maintain adequate staffing levels to ensure performance of the tasks, responsibilities, and duties identified in this contract, and ensure that the staff responsible for performing any duties or functions under this contract have the qualifications, as specified in the DOEA Programs and Services Handbook.

#### **12. Specific Service Tasks**

- (1) In assessing and prioritizing 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.



- (2) The subrecipient shall use the following criteria to prioritize new clients in the sequence below for service delivery:
- (a) Imminent Risk individuals 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 one (1) month or very likely within three (3) months.
  - (b) Transitioning Aging Out individuals receiving CCDA and HCDA services through DCF to community-based services provided through the agency, when services are not currently available.
  - (c) The subrecipient shall use the following priority criteria for determining service delivery for other assessed Individuals regardless of referral source, to the extent funding is available. Priority should be given to applicants at the higher levels of frailty and risk of nursing home placement. For individuals assessed at the same priority and risk of nursing home placement, priority will be given to applicants with the lesser ability to pay for services.

### **13. Delivery of Service to Eligible Clients**

Through intake, case management and case aide services, the HCE client's needs are documented and needed services are planned, arranged and coordinated for the client.

(1) **Basic Subsidies:** The subrecipient shall ensure that the Basic Subsidy is a cash payment of at least \$160.00 made to an approved caregiver each month to reimburse expenses incurred in caring for the client, as detailed herein and in the current DOE Programs and Services Handbook. The subrecipient shall further ensure that existing clients receiving a subsidy greater than \$160.00 as of October 24, 2018, continue to receive the higher subsidy as specified in the agency's NOI #030119 issued March 1, 2019, and incorporated herein by reference. The basic subsidy is provided for support and maintenance of the home care client/recipient, including housing, food, clothing, and medical costs not covered by Medicaid, Medicare or any other insurance. A basic subsidy shall be paid to authorized caregivers when the client is in the home for any part of the month.

(2) **Special Subsidy Services:** Though every eligible HCE client receives a basic subsidy, special subsidy payments are pre-authorized and are based on additional specialized medical or health care services, supplies or equipment needed to maintain the health and well-being of the individual elder. The special subsidy for additional medical support and special services is a cash payment to reimburse the costs of any other service or special care not covered by Medicaid, Medicare, or private insurance when these services are determined to be essential to maintain the well-being of the home care client/recipient. A special subsidy shall be paid to authorized caregivers when the client is in the home for any part of the month. Special Subsidy Services may be authorized through a vendor agreement. All special subsidy services must be performed in accordance with the department's current Programs and Services Handbook. Special subsidy services include:

- (a) Adult Day Care
- (b) Adult Day Health Care
- (c) Caregiver Training/Support
- (d) Chore
- (e) Chore (Enhanced)
- (f) Counseling (Gerontological)
- (g) Counseling (Mental Health/Screening)
- (h) Home Delivered Meals
- (i) Home Health Aide Service
- (j) Homemaker
- (k) Housing Improvement
- (l) Material Aid
- (m) Occupational Therapy
- (n) Other
- (o) Personal Care

- (p) Physical Therapy
- (q) Respite (Facility Based or In-Home)
- (r) Skilled Nursing Services
- (s) Specialized Medical Equipment, Services and Supplies
- (t) Speech Therapy
- (u) Transportation

#### **14. Service Unit Measurements**

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

#### **15. 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.

#### **16. 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**.

#### **17. Surplus/Deficit Report**

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

#### **18. CIRTS Data Requirements**

(1) 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.

(2) The subrecipient must ensure all data for HCE subsidies is entered in CIRTS by the 15<sup>th</sup> of each month. HCE subsidy data entered into CIRTS by the 15<sup>th</sup> of the month shall be for payments incurred between the 16<sup>th</sup> of the previous month and the 15<sup>th</sup> of the current month. Case management units of service for the previous month must be entered into CIRTS by the 7<sup>th</sup> of the following month according to the invoice schedule shown in **ATTACHMENT II**.

(3) The subrecipient shall ensure data entry for HCE subsidies will cease on the 15<sup>th</sup> of the month and the CIRTS Monthly Service Utilization Report, by consumer and by worker identification is generated.

(4) The subrecipient will ensure the monthly Utilization Report, by consumer and by worker identification is verified, corrected, and certified no later than the 20<sup>th</sup> of the month in which the report is generated.

#### **19. 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.

#### **20. 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.

#### **21. 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.

#### **22. 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.

### **23. 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.

### **24. 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. Special subsidy payments for each client and for the program overall must be approved by the agency and maintained within the amount of program funding available.

### **25. 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.

### **26. Unduplicated Clients**

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

### **27. 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.

### **28. Method of Payment**

- (1) The method of payment for this contract includes subsidy payments and fixed rate for services.
- (2) The subrecipient shall ensure subsidy payments and fixed rates 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.
- (3) In order to facilitate the process of making monthly payments to approved caregivers for Basic and Special Subsidies authorized by the subrecipient, funding allocated for all subsidies shall be retained by the agency. The agency shall issue all monthly checks to approved caregivers for Basic and Special Subsidies authorized by the subrecipient.

### **29. 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.

### **30. 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 **11<sup>th</sup>** 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 30 is in addition to any other agency remedies in this contract or the Master Contract. All Financial Consequences in this paragraph 30 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**

**HOME CARE FOR THE ELDERLY PROGRAM**

**INVOICE SCHEDULE**

<u>Report Number</u>	<u>Based On</u>	<u>CIRTS Updated By</u>	<u>INVOICE Finalized By</u>
<b>For Services, not including Subsidies:</b>			
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: Home Care for the Elderly

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

<b>Service</b>	<b>Total Amount</b>	<b>Units of Service</b>	<b>Unit Rate</b>	<b>Undupl Clients</b>
<b>HCE Spending Authority:</b>				
Total Amount not to exceed	\$ 93,403.00			
<b>Authorized services and rates:</b>				
Case Management (CMV)	\$ -	-	\$ 65.50	-
Basic Subsidies (BASI)	\$ -	-	Cost Reimb.	-
Spec.Med.Equip.Srv.Supp.(SCSM)	\$ -	-	Cost Reimb.	-
Telephone Reassurance (TERACV)	\$ -	-	\$ 22.20	-
	\$ -			-
	\$ -			-
	\$ -			-
<b>TOTAL HCE Funding</b>	<b>\$ 93,403.00</b>			
Add: Cash Match	\$ -			
Add: In-Kind Match	\$ -			
Add: Co-Pay Used as Match	\$ -			
Add: Co-Pay Not Used as Match	\$ -			
Add: Non-Match Other Resources	\$ -			
<b>TOTAL HCE Budget</b>	<b>\$ 93,403.00</b>			





**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-21-107 AUTHORIZING EXECUTION OF AGREEMENT FOR THE HOME CARE FOR THE ELDERLY (HCE) GRANT FUNDS 21/22; ADOPTION OF BUDGET RESOLUTION B-21-090

### **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-21-107 authorizing the acceptance and execution of agreement HCE-21/22-MAN from the Senior Connection Center, Inc., for the Home Care for the Elderly grant program in the amount of \$93,403 State funds for the time period July 1, 2021 to September 30, 2022.

Adoption of Budget Resolution B-21-090 amending the annual budget for Manatee County, FL, for fiscal year 2021.

### **Enabling/Regulating Authority**

Florida Statute Chapter 125

### **Background Discussion**

- Agreement HCE-21/22-MAN will allow for the continuation of caregiver reimbursement services to clients under this program in Manatee County.
- The anticipated revenue from the funding amount is \$18,861 with the remainder being paid directly to clients from the State and is not budgeted by Manatee County.
- Approximately 40 clients will be assisted under this program annually.
- There is no County match required for this grant program.

- Manatee County was designated by the Department of Elder Affairs through the Senior Connection Center, Inc., as the Lead Agency for the HCE grant program on January 1, 1996.
- HCE grant funds are provided by the State through the Senior Connection Center, Inc., to provide Case Management, Basic and Special Subsidy services to persons sixty years of age or older to prevent or delay premature institutional placement.
- The HCE program, through a financial stipend, encourages the provision of care for the elderly in family type living arrangements in private homes as an alternative to nursing home or other institutional care settings.

**Attorney Review**

Not Reviewed (No apparent legal issues)

**Instructions to Board Records**

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

Return two originals of agreement, signed copy of the Resolution R-21-107, and signed copy of Resolution B-21-090 to Tracie Adams. One original agreement will be returned to Board Records when executed by the funding source.

Email the approved agenda item and the signed Resolution B-21-090 to [budget@mymanatee.org](mailto:budget@mymanatee.org) and [debbie.carpenter@mymanatee.org](mailto:debbie.carpenter@mymanatee.org).

**Cost and Funds Source Account Number and Name**

\$93,403 State Funds HCE FY 21/22 1739000926

**Amount and Frequency of Recurring Costs**

N/A