

**AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.  
VENDOR AGREEMENT**

This seven-page Agreement is made between the Areawide Council on Aging of Broward County, Inc. (hereinafter, "Council") and **Broward County, Florida, a political subdivision of the State of Florida** (hereinafter, "Vendor").

Funding under this Vendor Agreement is provided with unrestricted local match funds and is administered by the Council.

Whereas, the Council desires to make certain services available to eligible Broward County seniors (Consumers) (as defined in Vendor section below), and

Whereas, the Vendor desires to provide such services as stipulated,

It is therefore agreed by both parties that such services will be rendered by the Vendor and reimbursed by the Council in accordance with the following provisions:

The Vendor will:

1. Provide services specified in Attachment I, Local Match Funds Budget Summary, to Consumers referred by the Council.
2. Case manage Consumers receiving Adult Day Care (ADC) services by:
  - a. Assessing Consumers referred by Council for ADC services using the Florida Department of Elder Affairs (DOEA) Form 701B format located on the DOEA's website: <https://elderaffairs.org/resource-directory/701-forms/>;
  - b. Completing a care plan for each Consumer receiving ADC services;
  - c. Completing the Vendor authorization form for each Consumer receiving ADC services;
  - d. Documenting in a narrative format all interactions with or on behalf of the Consumer receiving ADC services;
  - e. Maintaining a complete file (including all of the above documents); and
  - f. Providing case management for each Consumer receiving ADC services for a maximum of 24 hours annually. Any additional hours must be pre-authorized by the Council prior to the provision of service.
3. Secure prior authorization from the Council for any and all other services listed in this Agreement.
4. Case manage Consumers authorized to receive any services under this Agreement other than ADC in the same manner as described in item 2.
5. Provide services to Consumers as identified by the Council;
  - a. Consumer eligibility – In order to received services under this Agreement, an applicant must:
    - i. Be at least 60 years of age and be functionally impaired pursuant to Section 430.203(7), F.S. as determined through the functional assessment (a comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement) and at least an annual assessment;

- ii. Be aging out as herein defined; the condition of reaching 60 years of age and being transitioned from the Department of Families Services (DCF), Community Care for Disabled Adults (CCDA) or Home Care for Disabled Adults (HCDA) services to the State of Florida, Department of Elder Affairs' (DOEA's) community-based services.
    - iii. Consumer cannot be enrolled in the Community Care for the Elderly Program (CCE) or a Medicaid capitated long-term care program.
  - b. Consumers eligible for these services must be released by the Council;
  - c. Services provided under this Agreement must be in compliance with the service descriptions, delivery standards or special conditions, provider qualifications, and record keeping and reporting requirements in the most current DOEA Programs and Services Handbook.
6. Submit a monthly invoice to the Council no later than the 8th calendar day of the month following the month of service using DOEA Form 105CB NDP-CCE Receipts and Unit Cost Report and DOEA Form 106CB NDP-CCE Contract Payment Request Local Match Funds in the format provided in Attachment II.
7. Enter the units of service provided by the Vendor and its subcontractor(s) in the DOEA Client Information Registration and Tracking System (CIRTS).
8. Allow Vendor's records, papers, documents, facilities, goods and services that are relevant to this Agreement to be inspected by persons duly authorized by the Council, as well as to interview any Consumers, employees of the Vendor and employees of a subcontractor of the Vendor, as applicable, to assure the Council of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the Council will deliver to the Vendor a written report of its findings and request the Vendor to develop a corrective action plan whenever appropriate. The Vendor hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Council.

The Council will:

1. Identify and refer Consumers eligible for services under this Agreement to the Vendor.
2. Provide technical assistance and oversight on matters bearing on the provision of services or on the administration of these funds.
3. Review and evaluate the performance of the Vendor under the terms of this Agreement (as noted in the Vendor section above). Conduct monitoring through direct contact with the Vendor through telephone, in writing, or an on-site visit. The Council's determination of acceptable performance will be conclusive. The Vendor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables.
4. Provide, upon request, an electronic copy of the DOEA Programs and Services Handbook, which also is available at the DOEA Internet site, <https://elderaffairs.org/news-events/notices-of-instruction-2022/notices-of-instruction-2020/>
5. Process monthly invoices and reimburse the Vendor in a timely manner (as noted in the Vendor section above) and as determined by Council.

Services rendered under this Agreement are from October 1, 2023, to September 30, 2024. The Council agrees to pay for contracted services according to the terms and conditions of this Agreement in an amount not to exceed **\$1,082,028.00** subject to the availability of funds. Any costs or services paid for under any other agreement or from any other source are not eligible for payment under this Agreement. This Agreement is contingent upon final execution of the FY 2024 Agreement 24-EVSD-8210-01 in the amount of \$684,920.00 between the Council and the Vendor for Local Match Funding of Senior Services and Technology Project.

Funds awarded pursuant to this Agreement consist of the following:

<b>Program Title</b>	<b>Year</b>	<b>Funding Source</b>	<b>Fund Amounts</b>
Non-DOEA Program (NDP)- Community Care for the Elderly	2021-2022	Unrestricted Local Match Funds Carry Forward	\$360,676.00
Non-DOEA Program (NDP)- Community Care for the Elderly	2022-2023	Unrestricted Local Match Funds Carry Forward	\$360,676.00
Non-DOEA Program (NDP)- Community Care for the Elderly	2023-2024	Unrestricted Local Match Funds	\$360,676.00
<b>TOTAL FUNDS CONTAINED IN THIS CONTRACT:</b>			<b>\$1,082,028.00</b>

**Notice, Contact, and Payee Information:**

1. The name, address, and telephone number of the contract manager for the Council for this Agreement is:

Charlotte Mather-Taylor, Executive Director  
 Areawide Council on Aging of Broward County, Inc.  
 5300 Hiatus Road  
 Sunrise, FL 33351  
 Voice: (954) 745-9567  
 Fax: (954) 745-9584

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

Andrea Busada, Director  
 Broward County Elderly and Veterans Services Division  
 1 N University Drive, Suite 4108B  
 Plantation, Florida 33324  
 Voice: (954) 357-6622  
 Fax: (954) 357-8815

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IN WITNESS THEREOF, the parties hereto have caused this 7-page Agreement to be executed by their undersigned officials as duly authorized.

**VENDOR: Broward County, Florida, a political subdivision of the State of Florida**

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

MAYOR OR AUTHORIZED DESIGNEE

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

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

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
TITLE:

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

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

FEDERAL ID NUMBER: 59-6000531  
FISCAL YEAR-END DATE: September 30

Reviewed and approved as to form:  
Andrew J. Meyers, County Attorney

By: \_\_\_\_\_  
Ronald J. Honick, III  
Assistant County Attorney

By: \_\_\_\_\_  
Karen S. Gordon  
Senior Assistant County Attorney

ATTACHMENT I

LOCAL MATCH FUNDS BUDGET SUMMARY

SERVICES	UNIT RATE	MAXIMUM REIMBURSEMENT
NDP FLEXIBLE CLIENT SERVICES		
ADULT DAY CARE DAYS *	\$109.57	N/A
CASE MANAGEMENT**	\$63.85	N/A
NDP FLEXIBLE CLIENT SERVICES – REQUIRES PRIOR AUTHORIZATION ***		
CHORE	\$31.52	N/A
CHORE (ENHANCED)	\$35.27	N/A
EMERGENCY ALERT RESPONSE	\$1.16	N/A
HOMEMAKER	\$26.38	N/A
PERSONAL CARE	\$26.48	N/A
RESPIRE IN - HOME	\$26.29	N/A
<b>TOTAL NDP CLIENT SERVICES</b>		<b>\$1,082,028.00</b>

\* Unit of Service: One unit equals eight (8) hours. Partial days must be reported in quarter increments. For example, if a client attends an Adult Day Care for six (6) hours, it would be reported as 0.75 unit. Enter units in CIRTS using code ADCO.

\*\* Case Management, for each Consumer, is authorized for a maximum of 24 hours annually. Any additional hours must be pre-authorized by the Council prior to the provision of the service. Unauthorized units above the maximum will not be reimbursed under this or any other Agreement.

\*\*\* NDP Flexible Client Services units not authorized prior to the provision of service will not be reimbursed under this or any other Agreement.

NDP-CCE 2024

RECEIPTS AND UNIT COST REPORT

<b>PROVIDER NAME, ADDRESS, PHONE # and FEID#</b>  BROWARD COUNTY ELDERLY & VETERANS SERVICES DIVISION 1 N University Drive, Suite 4108B Plantation, Florida 33324  TEL: 954-357-6622 FAX: 954-357-8815 FEID #: 59-6000531	<b>FUNDING SOURCE:</b>  LOCAL MATCH FUNDS	<b>THIS REPORT PERIOD</b>  <b>PERIOD</b> <b>CONTRACT PERIOD: 10/01/2023 - 09/30/2024</b>  <b>CONTRACT #: CB00006-15-2024</b>  <b>REPORT #: 1</b>  <b>PSA #: 10</b>				
CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in this contract. Further, I certify that the attached monthly and YTD service units /undup clients' report (eCIRTS Reports) are correct.						
Prepared By:	Date:	Approved By:	Date:			
<b>PART a: INCOME / RECEIPTS</b>						
	<b>A. Approved Budget</b>	<b>B. Actual Receipts for this</b>	<b>C. Total Receipts Year to Date</b>	<b>D. % Of Approved Budget</b>		
1. Federal Funds						
2. State Funds						
3. Program Income						
4. Local Match Funds	\$1,082,028.00	\$0.00	\$0.00	0.00%		
5. SUBTOTAL: CASH RECEIPTS	<b>\$1,082,028.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	0.00%		
6. Local In-Kind Match						
7. TOTAL RECEIPTS	<b>\$1,082,028.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	0.00%		
<b>PART b: UNIT COST REPORT</b>						
(A)	(B)	(C)	(D)	(E)	(F)	(G)
SERVICE	CONTRACT AMOUNT	UNITS	UNIT RATE	AMOUNT EARNED THIS PERIOD	AMOUNT PREV. EARNED	AMOUNT EARNED YTD
<b>FLEXIBLE CLIENT SERVICES</b>						
	\$1,082,028.00					
ADULT DAY CARE DAYS		0.00	\$109.57	\$0.00	\$0.00	\$0.00
CHORE		0.00	\$31.52	\$0.00	\$0.00	\$0.00
CHORE (ENHANCED)		0.00	\$35.27	\$0.00	\$0.00	\$0.00
CASE MANAGEMENT		0.00	\$63.85	\$0.00	\$0.00	\$0.00
EARS		0.00	\$1.16	\$0.00	\$0.00	\$0.00
HOMEMAKER		0.00	\$26.38	\$0.00	\$0.00	\$0.00
PERSONAL CARE		0.00	\$26.48	\$0.00	\$0.00	\$0.00
RESPIRE IN-HOME		0.00	\$26.29	\$0.00	\$0.00	\$0.00
	<b>\$1,082,028.00</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>PART c: OTHER REVENUE / PROGRAM INCOME</b>						
	<b>A. Total - Current Month</b>			<b>B. Total - Year To Date</b>		
1. CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS)	\$0.00			\$0.00		
2. CLIENT CO-PAY ASSESSED	\$0.00			\$0.00		
3. CLIENT CO-PAY COLLECTIONS	\$0.00			\$0.00		
4. INTEREST (NET AMOUNT NOT RETURNED)	\$0.00			\$0.00		
5. MATCH VALUATION (INCLUDES CASH & IN-KIND)	\$0.00			\$0.00		

NDP-CCE 2024

CONTRACT #: CB00006-15-2024

CONTRACT PAYMENT REQUEST

LOCAL MATCH FUNDS

<b>PROVIDER NAME, ADDRESS, PHONE &amp; FEID #</b>  BROWARD COUNTY ELDERLY & VETERANS SERVICES DIVISION 1 N University Drive, Suite 4108B Plantation, Florida 33324 TEL: 954-357-6622 FAX: 954-357-8815 FEID #: 59-6000531	<b>TYPE OF REPORT:</b> <b>A. PAYMENT REQUEST:</b> Regular <input checked="" type="checkbox"/> <b>B. METHOD OF PAYMENT:</b> Advance      Reimbursement <input checked="" type="checkbox"/>	<b>THIS REQUEST PERIOD:</b> PERIOD  CONTRACT PERIOD: 10/01/2023 - 09/30/2024 CONTRACT #: CB00006-15-2024 PSA #: 10 REPORT #: 1  NDP-CCE 2024
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CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.

Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_ Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

PART A: CONTRACT FUNDS SUMMARY	OTHER CLIENT SERVICES	ADULT DAY CARE	CHORE	CHORE (ENHANCED)	CASE MANAGEMENT	EARS	HOMEMAKER	PERSONAL CARE	RESPIRE - IN HOME	TOTAL
1. Approved Contract Amount	\$ 1,082,028.00									\$ 1,082,028.00
2. Previous Funds Requested for Contract Period		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3 Contract Funds Available										\$ 1,082,028.00
<b>PART B: CONTRACT FUNDS REQUESTED:</b>										
1. Cash Advances (1st-2nd Months)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Amount Earned This Period (= to PSA #10 Form 105Z Part B , Column E )		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		<b>7005</b>	<b>7020</b>	<b>7023</b>	<b>7015</b>	<b>7040</b>	<b>7090</b>	<b>7100</b>	<b>7110</b>	<b>TOTAL</b>
<b>PART C: NET FUNDS REQUESTED:</b>										
1. Less Overadvance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 4 minus Part C line 1) Not to exceed Part A Line 3		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ADVANCE EARNED										
Advance Remaining										

FORM 106CB