AGREEMENT FOR ADULT DAYCARE
COMMUNITY CARE FOR THE ELDERLY SERVICES

THIS AGREEMENT is entered into by and between the County of Manatee, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Meals on Wheels Plus of Manatee, Inc., a not for profit corporation, existing under the laws of the State of Florida, hereinafter referred to as "Provider".

WHEREAS, the County has been designated the "Lead Agency" to administer certain "Core Services" under the Community Care for the Elderly Program (CCE) per (F.S. 410.021, et. Seq., as amended) for citizens of said county.

WHEREAS, the County has determined that the Provider can perform the required CCE Core Services as described in Article 1.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE. The Provider covenants and represents to County that Provider shall provide CCE Core Service as described in Attachment A, hereinafter referred to as the "Program".

ARTICLE 2: CONTRACT DOCUMENTS. The Provider shall comply with the following attachments which are attached and made a part of this Agreement:

Attachment "A" – Scope of Services
Attachment "B" – Payments
Attachment "C" – Special Conditions
Attachment "D" – Insurance

In the event of a conflict between the terms and conditions provided in Articles in this part of the Agreement and any attachment or exhibit, the provisions contained within these Articles shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS. Provider shall be paid by County an amount not to exceed $14,850 in accordance with Attachment B for the provision of the Program. Provider has been advised that no agent or employee of the County may authorize an increase in the above amount as evidenced by the initials of Provider's representative in the margin. Any increase in total compensation must be authorized in writing by the Board of County Commissioners.

ARTICLE 4: CONTRACT TERM. A. Unless renewed or terminated as provided in this Agreement, this Agreement shall be for a period of twelve months, commencing on July 1, 2020 and ending on June 30, 2021. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Provider in accordance with all requirements and terms of this Agreement.

B. County shall have the right to renew this Agreement for up to two additional twelve month periods, based on the availability of funds, and unit cost established in Attachment "B". County shall provide Provider with written notice of such renewal which shall also establish the amount of total budget for each service and the total payments during the period of the renewal. Such renewal shall be by Addendum to Article 4.A., Article 3 and Attachment B and Amendments to such other provisions as may be agreed to in writing by the parties.

ARTICLE 5: TERMINATION. A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Provider upon determining that Provider has failed to comply with the terms of this Agreement. If Provider fails to comply with the terms of this Agreement, the County Administrator may, upon written notification to Agency withhold payment until Provider complies with the conditions or terms. The notice shall specify the manner in which the Provider has failed to comply with this Agreement.

B. In the event the funds become unavailable, the County may terminate the Agreement upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be delivered by certified mail, returned receipt requested, or in person with proof of delivery. The County shall be the final authority as to the availability of funds.

C. Upon expiration or termination of this Agreement for any reason, the Provider shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Provider's final request for payment and other documents required shall be submitted to County within fifteen (15) calendar days after termination of this Agreement. County shall not be responsible for any charges claims or demands not received within the fifteen (15) day period.

ARTICLE 6: NOTICES. All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to Agency:	MEALS ON WHEELS PLUS OF MANATEE, INC. ATTN: EXECUTIVE DIRECTOR 811 23RD AVE. EAST BRADENTON, FL 34208
If by hand delivery:	MEALS ON WHEELS PLUS OF MANATEE, INC. 811 23RD AVE. EAST BRADENTON, FL 34208
If mailed to County:	MANATEE COUNTY NEIGHBORHOOD SERVICES DEPARTMENT ATTN: DIRECTOR P.O. BOX 1000 BRADENTON, FL 34206
If by hand delivery:	MANATEE COUNTY NEIGHBORHOOD SERVICES DEPARTMENT 1112 MANATEE AVENUE WEST SUITE 303 BRADENTON, FL 34205

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery.

ARTICLE 7: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS; AUDITS

i. Provider shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Provider shall provide County all necessary information, books, records, documents (including electronic storage media) and contracts required by this Agreement as requested by County for monitoring and evaluating services. Provider's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client's confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, Provider shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by any local, State or Federal auditors, pursuant to 45CFR, part 92.24(e), (1) and (2). Provider shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Provider for at least five (5) years after the termination of this Agreement, or if an audit has been initiated an audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. 1. The performance of this Agreement shall be in compliance with all applicable laws, orders, ordinance and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally, Provider covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by Provider, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

2. Provider shall comply with the following applicable Federal and State laws, Regulations and Ordinances;

a. 45 CFR, Part 74, and/or 45 CFR, Part 92, F.S. 410.021, et. Seq, and other regulations and rules promulgated for the administration of F.S, Chapter 410-410.029.

b. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) code, 29CFR, Part 1910.1030.

c. Chapter 415, Florida Statutes and shall immediately report knowledge or suspicion of abuse, neglect or exploitation of a child, aged person, or disabled adult to the central abuse registry and tracking system of the Department of Children and Family Services using the toll free telephone number (1-800-96-ABUSE).

d. F.S. Section 216.347 which prohibits expenditure of CCE grant funds for the purpose of lobbying the Legislature or a State Agency.

e. Manatee County Procurement Code Ordinance 84-02 and Public Contracting and Environmental Crimes Certification ordinance 93-05.

f. F.S. Section 286.25 whereby an organization which provides services funded all or in part by the Department of Elder Affairs and/or Area Agency on Aging under this Agreement shall, in all publications, advertisements, or descriptions acknowledge the sponsorship of the program by stating: "Sponsored by Manatee County Board of County Commissioners, Senior Connection Center, Inc. and the State of Florida, Department of Elder Affairs" and shall appear in the same size letters and type as the names of the organization. The Provider must obtain prior written approval from the County and the Senior Connection Center, Inc. Fiscal Director before using the name of any of the aforementioned agencies.

g. Florida Department of Elder Affairs Level II background screening for service providers.

C: LICENSES. Provider shall obtain any licenses required to provide the Program and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to the County within ten days after receipt by Provider.

D: CONTRACTUAL LIABILITY. The relationship of the Provider to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Provider or any of the officers, employees, personnel, agents, or subcontractors of the Provider any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Provider in connection with the Program or for debts or claims accruing to such parties. Provider shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

E: SUBCONTRACTORS. Provider agrees that the Program shall be provided by employees of Provider and not by subcontractors. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for Provider's program.

F: NON-ASSIGNABILITY. Provider may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

G: PROVIDER'S REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, Provider shall provide the County with a list of representatives authorized to sign documents and act on behalf of the Provider.

ARTICLE 8: INDEMNIFICATION. Provider shall indemnify, keep and save harmless the County, its agents, officials and employees, against all injuries, deaths, loses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Provider or its employees, or of the subcontractors or its employees, if any. Provider shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the provider shall, at its own expense, satisfy and discharge the same. Provider expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Provider, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

The indemnity hereunder shall continue until such time as any and all claims arising out of Provider's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County at once shall give notice thereof in writing to Provider at the above listed address. Upon receipt of notice, Provider, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Provider attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 9: INSURANCE. Without limiting any of the other obligations or liabilities of the Provider, the Provider shall, at the Provider's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type as follows: Commercial General Liability insurance shall be carried in an amount not less than $1,000,000 aggregate, Worker's Compensation/Employers liability shall be carried in an amount not less than $100,000, Business Auto Liability insurance shall be carried in an amount not less than $300,000 single limit, Professional Liability insurance shall be carried in an amount not less than $500,000 and bond shall be carried in an amount not less than $10,000 per occurrence. Upon due notice from County, Provider shall procure additional insurance as may reasonably be requested by the County to protect the county from liability.

Until such time as the insurance is no longer required, the Provider shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration, replacement or cancellation of the insurance for which a previous certificate has been provided. In the event a renewal, cancellation or replacement certificate is not available Provider shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage, and entitled to notice of cancellation or terminations. Further, Manatee County will be provided with copies of all underlying additional insured endorsements County shall be under no obligation to pay agency for any services provided or for any costs associated with Agency's Program for any period of time not covered by the insured required under this Agreement.

ARTICLE 10: COUNTY'S REPRESENTATIVE. The Director of County's Community Services Department or such other employee as may be designated in writing by the County Administrator shall serve as County's Representative and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Provider's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with County's Representative shall be referred to the County Administrator or his designee.

ARTICLE 11: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by the governing bodies of both parties.

ARTICLE 12: SEVERABILTY. In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 13: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 14: AUTHORITY TO EXECUTE. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives.

WITNESSES

Sign Name: _____

Print Name: William Grenier

Sign Name: _____

Print Name: Kristina Atkinson

PROVIDER

By: _____

Print Name: Maribeth Phillips

Title: President & CEO

Phone Number: 941-749-0100

Date of Execution: 7-15-20

ATTEST: Angelina Colonneso
Clerk of the Circuit Court

By: _____

COUNTY
COUNTY OF MANATEE, FLORIDA
by and through its
Board of County Commissioners

By: _____
Betsy Benac
Chairman

Date of Execution: _____

ATTACHMENT "A" – SCOPE OF SERVICES

1. **ADULT DAYCARE:**

a. Provider shall provide Adult Daycare, hereinafter "Program" to elderly persons determined to be eligible to receive services by the County Case Manager (hereinafter clients) based upon a written and updated care plan which includes at a minimum the number of units to be provided per week to the client as prepared by the Case Manager.

b. A unit of service is defined as one hour of client attendance at the Daycare site. It does not include transit time. Units of service shall be rounded to the nearest quarter hour.

2. **PROVIDER REQUIREMENTS AND RESPONSIBILITIES:**

a. Provider shall begin Adult Daycare services within seven (7) calendar days, or within twenty-four (24) hours in an emergency, after telephone notification and authorization has been made by the County's Case Manager. Adult Daycare services shall be provided Monday through Friday.

3. **STAFFING REQUIREMENTS:**

a. At least two staff members, both of which has CPR Training, must be on the premises during hours of operation.

4. **TRAINING REQUIREMENTS:**

a. Provider shall ensure that all staff (volunteers or paid) involved in Adult Daycare, must receive pre-service training. Training will be appropriate to respective job duties and responsibilities and must provide, at a minimum, instructions for performing assigned tasks.

b. Provider shall document that the required pre-service training was received to include the type of training.

c. Provider staff who have received prior equivalent pre-service training can substitute parts or all of the required pre-service training at the discretion of the Provider. The personnel files must include documentation of the substituted training.

d. Provider shall ensure that Adult Daycare staff is scheduled regularly for in-service training to augment or refresh their knowledge. Content and duration shall be documented by the Provider in staff personnel records.

5. **JOB DECRIPTIONS:**

Provider shall maintain job descriptions for all staff, paid or volunteer, involved in Adult Daycare which clearly described the duties for the respective job function. Education and training identified in the job description shall be appropriate for the level of responsibilities.

6. **LIAISON:**

Provider shall be fully responsible for carrying out all functions assigned to it by the County under the terms of the Agreement. All activities and decisions of the Provider shall be subject to review and approval by the County's Representative.

ATTACHMENT "B "– PAYMENTS

1. **ADULT DAYCARE:**

A. Provider shall be paid for the actual number of units of service it has provided in an amount not to exceed $14,850 for Adult Daycare.

1. Provider shall be paid monthly for the actual number of units of service during the term of the Agreement. Provider shall be paid at the rate of $13.50 by the County for each unit of service provided in accordance with Article 1, Attachment "A" and documented in accordance with Article 3, Attachment "B". Should the County elect to renew the Agreement pursuant to Article 4.B. the following unit costs shall apply to the respective renewal period.

	7/1/20 - 6/30/21
Adult Daycare	$ 13.50

2. To receive compensation from the County, the Provider shall submit all Requests for Payments on forms provided by the County by 5:00 p.m. on the date identified below as "Due in Human Services". Late payment request will only be accepted for the last seven (7) days of the billing cycle. To receive compensation from the County for late payment requests, the provider shall submit a late Request for Payment within five (5) days following the date identified below as "Due in Human Services", (excluding weekends and holidays). Any late Request for Payment after this date shall not be honored by the County and the Provider shall not be paid for the service provided.

B. 1. A cumulative statement of all units of service provided for the period from commencement of the Agreement through the end of the billing period for which the statement is being submitted.

2. A monthly statement of all units delivered, excluding the first statement, during the preceding billing period.

3. An invoice with supportive documentation identifying each Client by first and last name, social security number and each unit of service provided per week for which compensation is requested for payment during the billing period.

C. The chart below established invoice deadlines for the Community Care for the Elderly program for the contract period 7/1/20 through 6/30/21.

20/21 Billing Due Dates			
Pay Request Month	Cut Off Date	# of Weeks	Due Date: No Later Than:
July 2020	July 26, 2020	3.5	July 29, 2020
August 2020	August 23, 2020	4	August 26, 2020
September 2020	September 27, 2020	5	September 30, 2020
October 2020	October 25, 2020	4	October 28, 2020
November 2020	November 22, 2020	4	November 25, 2020
December 2020	December 27, 2020	5	December 30, 2020
January 2021	January 24, 2021	4	January 27, 2021
February 2021	February 21, 2021	4	February 24, 2021
March 2021	March 28, 2021	5	March 31, 2021
April 2021	April 25, 2021	4	April 28, 2021
May 2021	May 23, 2021	4	May 26, 2021
June 2021	June 30, 2021	5.5	July 2, 2021

ATTACHMENT C – SPECIAL CONDITIONS

The Provider shall comply with the following requirements:

1. Provider agrees not to charge staff for any expenses incurred for the Provider to meet OSHA requirements or any cost associated with obtaining FDLE Background or DCF Abuse Registry Hotline checks.

2. Provider shall have a fully operational office, open Monday through Friday from 8:00 a.m. to 5:00 p.m. with sufficient staff to deliver, supervise and administer services. Provider shall have emergency provisions whereby Provider can be contacted after normal working hours should an emergency arise.

3. Provider shall designate a staff member as telephone contact person for the County Case Managers. This person shall be available from 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.

4. Provider shall comply with provisions contained in DCF Manual 0-10-1 regarding the reporting of unusual incidents and utilize the Unusual Incident Report Form 251.

5. The Provider agrees to comply with the Adult Daycare service standards pursuant to the Department of Elder Affairs Handbook.

6. Provider agrees that all units of service delivered to a Client, shall be documented utilizing the Agency Information Management Systems (AIMS), which contains an electronic check-in and check-out function that will display daily units of service. This system has been approved by Senior Connection staff.

7. The provider shall utilize the appeal procedures as outlined in the Department of Elder Affairs Programs and Service Manual. In each step of the appeal procedure a written response will be mailed to the provider within ten working days of the receipt of the request. Provider can obtain a copy of the appeal procedures and request for a fair hearing from the County's Representative.

8. In the event the President of the United States, the Governor of the State of Florida or the Chairman of the Board of County Commissioners declares a disaster or a state of emergency, Provider shall permit the Department of Elder Affairs, or the County Administrator or the County's Representative or their designee, to exercise authority over the provider in order to implement emergency relief measures and/or activities to the elderly in the local disaster area. Only the Secretary or Deputy Secretary or his or her designee of the Department of Elder Affairs or the County Administrator or the County's Representative or their designee, shall have such authority to order the implementation of emergency relief measures. All actions directed by the Department of Elder Affairs or the County Administrator or the County's Representative or their designee, shall be for the purpose of ensuring health, safety and welfare of the elderly in the disaster area.

9. Provider shall comply with Manatee County Board of County Commissioners (BOCC) policy for maintaining a drug Free Work Place.

10. Provider shall by telephone contact the County's Representative by 1:00 p.m. on Tuesday of the following week to report units of Adult Daycare provided during the previous week.

11. Provider shall at the County Representative's request participate in periodic planning and evaluation sessions, Client case review and training sessions for the County Case Managers.

12. Provider shall be able to provide services in all geographical areas of Manatee County.

13. Provider shall not impose fees upon Clients, nor shall payments, contributions, gratuities be accepted by the Provider, or Providers employees or agents.

14. Compensation to the Provider by the County shall be made only for the authorized Adult Daycare services per this Agreement by the County Case Managers for eligible Clients.

15. Provider shall not handle money.

16. Provider shall complete the Civil Rights Compliance Questionnaire, Department of Elder Affairs Forms 101A and B if fifteen (15) or more persons are employed by the Provider to provide services per this Agreement for eligible Clients. Provider can obtain the forms the County's Representative.

17. Where activities supported by the Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the County and the Area Agency on Aging has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever.

18. Provider shall maintain adequate records in order to evaluate the Adult Daycare service, provide for responsible fiscal management, provide timely and accurate data for inclusion into the Client Information and Tracking System (CIRTS) by the County's Representative and other reports in accordance with requirements of the Department of Elder Affairs and the Senior Connection Center, Inc.

19. Provider will comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.