

**COMMUNITY BASED ORGANIZATION AGREEMENT
BETWEEN BREVARD COUNTY AND
BREVARD ALZHEIMER'S FOUNDATION, INC.**

THIS AGREEMENT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the County), and **Brevard Alzheimer's Foundation, Inc.**, a business having its primary business location at **4676 N. Wickham Rd. Melbourne, Florida 32935**, (hereinafter the Contractor)

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of a **Scholarship for Adult Day Health Care Program**, and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. SCOPE OF SERVICE/WORK:

The Contractor shall furnish all personnel, labor, materials, equipment, machinery, tools, apparatus and transportation to perform all services specified in **Attachments A Scope of Service and A-1 Program Logic Model**, copies of which are attached hereto and made a part hereof by this reference, hereinafter referred to as "Services".

2. TERM:

The term of the Agreement shall be retroactive to **October 1, 2019**, and continue through **September 30, 2020**.

3. COMPENSATION – AMOUNT AND METHOD:

For the work the Contractor provides under this Agreement, the County shall pay the Contractor an amount not to exceed **\$33,600.00** as identified in **Attachment B Units Budget** a copy of which is attached hereto and incorporated by this reference. The Contractor shall be entitled to payment on a reimbursement basis as provided in **Attachment C Conditions and Methods of Compensation**, a copy of which is attached hereto and incorporated by this reference. All invoices are due within twenty calendar days after the end of the month for which the Contractor is requesting reimbursement. The County reserves the right to deduct from any Contractor invoices an amount for nonconforming or other work not included in the Scope of Services for those items outlined in Section 16(d), and for work not provided but invoiced. The County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

The Contractor shall use the County's designated **Attachment D Monthly Request for Reimbursement Form**, a copy of which is attached hereto and incorporated by this reference, to request payment. The Contractor shall request reimbursement on a

**FY2019-2020 Community Based Organization
Brevard Alzheimer's Foundation, Inc – Joe's Club Adult Day Health Care Program**

monthly basis as provided. **Attachment E1 and E2 Performance and Measurable Outcome Reports**, a copy of which is attached hereto and incorporated by this reference, shall be completed and submitted with each Request for Reimbursement form.

In addition to the above, each Request for Reimbursement form shall be accompanied by such documentation or data in support of expenses for which payment is sought as required by the County in its sole discretion. Each invoice shall bear the signature of the Contractor or representative, which signature shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level as required in this Agreement, have served a public purpose, have properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld.

The Contractor's final Request for Reimbursement is due on October 20, 2020.

4. PROCUREMENT PROCEDURES:

The Contractor agrees to utilize the procurement procedures already established by the Contractor when purchasing eligible budgeted materials or services for said Contractor. If no formal procedures exist for the Contractor, the following County procedures should be utilized (if applicable):

- a. If the purchase amount is less than \$1,000; no formal purchase procedures are required.
- b. If the purchase amount is \$1,000 or more, the Contractor shall solicit formal written bids from a minimum of three vendors.
- c. The Contractor shall maintain sufficient records to detail the significant history of procurement. These records shall include, but are not limited to: rationale for the method of procurement, selection of vendor and basis for the solicited prices. The Contractor shall encourage the solicitation of quotations for purchases from minority- and women-owned business enterprises.

5. INDEMNIFICATION:

The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified there under. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this section shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial

Contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

6. MODIFICATIONS TO AGREEMENT:

This Agreement, together with any attachments, task assignments and schedules constitute the entire Agreement between the County and the Contractor and supersedes all prior written or oral understandings. This Agreement and any attachments, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto. The Brevard County Director of Housing and Human Services shall have authority to execute modifications up to \$24,999.00. For any modification that exceeds \$24,999.00, the Chair of the Board of County Commissioners or County Manager shall have the authority to execute the modification.

7. INSURANCE:

The Contractor shall keep in force and at all times maintain during the term of this Agreement:

a. General Liability Insurance:

General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than \$1,000,000 for Bodily Injury and Property Damage per occurrence.

b. Automobile Liability Insurance:

Automobile Liability coverage shall be in the minimum amount of \$1,000,000 combined single limits for Bodily Injury and Property Damage per accident.

c. Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, as required by State of Florida law shall be provided.

d. Insurance Certificates:

The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

8. ATTORNEY'S FEES:

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

9. GOVERNING LAW:

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

10. COMPLIANCE WITH STATUTES:

Contractor shall be aware of and shall comply with all federal, state, and local laws.

11. COMPLIANCE WITH ADA OF 1990:

Contractor shall comply with the American with Disabilities Act of 1990 (PL101-336), as amended and all state and local laws requiring physical and program accessibility to people with disabilities, and Contractor shall defend, hold harmless, and indemnify the County from and against any and all liability for any noncompliance on the part of the Contractor.

12. VENUE:

Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

13. ASSIGNMENTS:

Contractor shall not assign any portion of this Agreement without the prior written permission of the County.

14. TERMINATION:

If Contractor fails or refuses to perform any of the provisions of this Agreement (hereinafter defined as a "breach"), the County shall give the Contractor written notice of the existence and nature of the breach and Contractor shall have the opportunity to correct such breach within thirty days of receipt of such notice. If Contractor fails to cure the breach within the thirty-day period, County may immediately terminate this Agreement by sending written Notice of Termination to Contractor and such termination shall be effective upon the Contractor's receipt of the written Notice of Termination. Any work completed or services provided prior to the date of termination shall, at the option of the County, become the property of the County. The County shall be responsible only for payment for services provided prior to the effective date of termination. The County may also terminate this Agreement with twenty-four hours written notice based upon the availability of funds as determined by evaluation of the departmental expenditure goals and regulatory compliance by the Brevard County Director, Housing and Human Services Department. If applicable, if Contractor is providing services for another Entity, in accordance with the Scope of Service/Work outlined in section 1, Contractor and Entity shall have a separate contract or agreement outlining the terms and conditions of the services the Contractor will be providing. In the event the contract between Contractor and entity is terminated, cancelled, or otherwise because unenforceable, this contract shall be immediately terminated. The County shall send the Contractor a Notice of Termination effective the same date as the termination date of the contract between Contractor and entity. Contractor shall receive payment for all work performed up to the date of the termination of the contract between Contractor and the County.

15. INDEPENDENT CONTRACTOR:

The Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to

constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

16. RECORDS AND REPORTS:

In the performance of this Agreement, the Contractor shall comply with the following terms, if applicable:

a. RIGHT TO AUDIT:

The Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Contractor for a period of five years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Contractor in the United States or any other country. All records or documents created by the County or provided to **Brevard Alzheimer's Foundation, Inc.** by the County in connection with activities or services provided by the **Brevard Alzheimer's Foundation, Inc.** under the terms of this agreement, are public records and **Brevard Alzheimer's Foundation, Inc.** agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes.

b. AUDIT REQUIREMENTS:

If **Brevard Alzheimer's Foundation, Inc.** is a local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that **Brevard Alzheimer's Foundation, Inc.** expends \$750,000 or more in Federal awards in its fiscal year, **Brevard Alzheimer's Foundation, Inc.** shall have a single or program-specific audit conducted in accordance with the Single Audit Act Amendments of 1996, and 2 Code of Federal Regulations Part 200 Subpart F, as revised. In determining the Federal awards expended in its fiscal year, **Brevard Alzheimer's Foundation, Inc.** shall consider all sources of Federal awards, including Federal resources received from the County. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 Code of Federal Regulations Part 200 Subpart F, as revised. An audit of the Operating Agency conducted by an independent certified public accountant licensed under Chapter 473, Florida Statutes, in accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as revised, shall meet the requirements of this section. If the Operating Agency expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as

revised, is not required. In the event that the Agency. expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 Code of Federal Regulations Part 200 Subpart F, as revised, the cost of the audit shall be paid from non-Federal resources (i.e., the cost of such audit shall be paid from the Operating Agency's resources obtained from other than Federal entities).

In accordance with 2 Code of Federal Regulations Part 200 Subpart F, as revised, if applicable, **Brevard Alzheimer's Foundation, Inc.** shall submit to the County a copy of the audit and all related responses within one hundred twenty days after termination of this Agreement. If unable to meet the audit deadline, the Operating Agency shall submit a written request for an extension approval by the Brevard County Director of Housing and Human Services Department to the following address: **Brevard County Housing and Human Services Department Ian Golden, Director, 2725 Judge Fran Jamieson Way, Building B, Viera, Florida 32940.**

The Contractor shall also provide the County with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement. The Contractor shall provide copies of any monitoring conducted during the term of this Agreement, conducted by any agency or agent, and agency responses to such audits or monitoring within 30 days of receipt in order to facilitate county monitoring requirements. All information shall be sent to address as shown above.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the County or its designee, the Comptroller, or the Funding Agency access to such records upon request. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved. The agency shall ensure that audit working papers are made available to the County, or its designee, the Comptroller, or Funding Agency upon request for a period of three years from the date the audit report is issued, unless extended in writing by the County.

In the event the audit shows that any or all of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Contractor shall reimburse the County of all such funds within thirty days after the County has notified the Contractor in writing of such noncompliance.

c. MONITORING:

The County shall conduct periodic administrative, programmatic and financial monitoring to assess the Contractor's performance and

compliance with this contract and applicable federal and state laws, rules and local policies and procedures. The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Contractor that are relevant to this Contract, and interview any clients and employees of the Contractor under such conditions as the County deems appropriate. Following such inspection, the County shall deliver to the Contractor a list of its findings/concerns, including deficiencies regarding the manner in which said goods and services are provided. The Contractor shall rectify all noted deficiencies specified by the County within the specified period of time set forth in the County's Monitoring Report. The Contractor's failure to correct these deficiencies within the time specified by the County may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

d. REPORTS:

The Contractor shall submit **monthly** reports within twenty calendar days after the end of the month for which the Contractor is requesting reimbursement using **Performance and Measurable Outcome Reports Form (Attachment E1 and E2)** and **Attachment F Evaluation Plan**, a copy of which is attached hereto and incorporated by this reference, to assist the County in determining whether measurable outcomes are being met. **All reports are due within twenty calendar days after the end of the month for which the Contractor is requesting reimbursement.** Brevard County reserves the right to withhold ten percent of each reimbursement request due to the Contractor, for failure to meet outcomes or failure to submit required **monthly** reports in a timely manner. Any withheld amount shall be remitted to the Contractor upon receipt of documentation that, in the County's sole discretion, shows that outcomes are being met or upon receipt of the required monthly reports.

17. PUBLIC RECORDS:

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request and the Contractor shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Contractor may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Contractor's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Contractor claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

Should the County face any legal action to enforce inspection or production of the records within the Contractor's possession and control, the Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS - AT (321) 633-2076.

18. UNAUTHORIZED ALIEN WORKERS:

Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act. The County shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

19. E-VERIFY:

- a. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract; and
- b. Contractor shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and
- c. Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to

- the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.
- d. Compliance with the terms of this Section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
 - e. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this Section if, as a result of receiving inaccurate verification information from the E-verify program, the contractor hires or employs a person who is not eligible for employment.
 - f. Nothing in this Section may be construed to allow intentional discrimination of any class protected by law. All Contractors shall read, sign and comply with **Attachment G Confirmation of E-Verify Participation Form**, a copy of which is attached hereto and incorporated by this reference.

20. FEDERAL TAX ID NUMBER:

The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

21. CONFLICT OF INTEREST:

- a. The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without written consent from the County.
- b. The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
- c. The Contractor shall not award a contract or subcontract under this Agreement to any company who the Contractor has a financial or any other interest in, including but not limited to employing an employee of the Contractor or any member of an employee's, agents, or officer's immediate family.
- d. No Contractor, including officers, employees, agents, consultants or elected or appointed officials, may occupy a unit unless approved by the County.

22. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six months from the date of being placed on the convicted vendor list.

23. INFORMATION RELEASE/GRANTOR RECOGNITION:

News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the project, shall be submitted in writing to the County for approval in advance of any release or publication. Any release or advertisement advertising or publicizing the lease shall be approved by the County in advance. Releases shall identify the funding entity as well as the funding source.

24. DEBARMENT AND SUSPENSION:

Brevard County will not intentionally award contracts to any agency or its Contractors and/or subcontractors that:

- a. Have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local Department or agency;
- b. Have, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in subsection (b) above; and
- d. Have, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- e. **Brevard Alzheimer's Foundation, Inc.** has provided the County with a Certification Regarding Debarment and Suspension. In accordance with the Certification Regarding Debarment and Suspension **Brevard Alzheimer's Foundation, Inc.** shall provide the County with the same document completed for all lower tier covered transactions, such as transactions with sub-grantees and/or Contractors and/or subcontractors, and in all solicitations for lower tier covered transactions in accordance with 45 Code of Federal Regulations Part 76.

25. CONSTRUCTION OF AGREEMENT:

The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

26. SEVERABILITY:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

27. ATTACHMENTS:

In the performance of this Agreement, the Contractor shall comply with all the requirements of the following attachments:

- **Attachment A: Scope of Service**
- **Attachment A1: Program Logic Model**
- **Attachment B: Units Budget**
- **Attachment C: Conditions and Methods of Compensation**
- **Attachment D: Monthly Request for Reimbursement Form**
- **Attachment E1 and E2: Performance and Measurable Outcome Reports**
- **Attachment F: Evaluation Plan**
- **Attachment G: Confirmation of E-Verify Participation Form**

28. NOTICE:

All notices under this Agreement shall be given by certified mail or hand delivery as follows: Mr. Ian Golden, Director, Housing and Human Services Department, 2725 Fran Jamieson Way, Building B, Viera, Florida, 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows:

Tim Timmerman/Executive Director, Brevard Alzheimer's Foundation, Inc., 4676 N. Wickham Rd. Melbourne, Florida, 32935

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

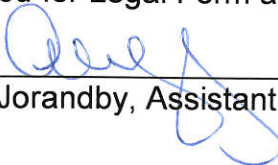
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 
James Liesenfelt,
Assistant County Manager

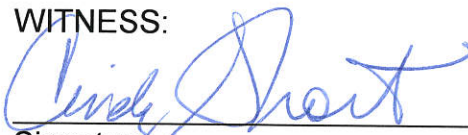
Date: March 26, 2020

As approved by the Board on 10/23/2018.

Reviewed for Legal Form and Content:


Abigail Jorandby, Assistant County Attorney

WITNESS:


Signature

Cindy Short, Contract Admin
Name and Title, Typed or Printed

WITNESS:

Signature:

Name and Title, Typed or Printed

CONTRACTOR:

By: 
Signature

Date: 3-27-2020

Timothy Timmerman, Executive Director
Name and Title, Typed or Printed

Brevard Alzheimer's Foundation, Inc.
Name of Company

4676 N. Wickham Rd.
Mailing Address

Melbourne, FL. 32935
City, State, Zip Code

321-253-4430
Area Code / Telephone Number

Area Code / Telephone Number

ATTACHMENT A
SCOPE OF SERVICE

Brevard Alzheimer's Foundation, Inc.
Joe's Club Adult Day Health Care Program

A. Scope of Service:

The ultimate purpose of Joe's Club is to have our clients remain living at home with their family and age with dignity. Even though "Alzheimer's" is in our name, our doors are open for any adult who cannot be left home alone.

In the past 12 months, Brevard Alzheimer's has helped over 2500 unique clients in one form or another from adult day care, in-home respite or medically-necessary transportation. Specifically, Joe's Club Adult Day Health Care helps more than 200 individuals unduplicated each month. These people would be stripped from their home or worse if it wasn't for Joe's Club.

Adult daycare is measured in number of clients served and number of hours performed. Each hour of day care is considered one unit. Joe's Club will be performing 115,390 hours of care to 312 unduplicated clients. These 312 clients will come 18,928 times as duplicate service. In addition to the in-facility respite, Joe's Club will perform 8,000 hours of in-home respite.

Health Care: Joe's Club is a health care model day care, as opposed to a social club. Joe's Club always has a nurse (either R.N. or L.P.N.) on duty. Each of our clients has a medical care plan, every month vitals are performed, and every day, our nurses perform various medical related needs. Our nurses give medications, diabetes management (finger pricks, insulin delivery), respiratory treatments, colostomy bag replacement, and much more every day. Over 85% of our clients need medicine; all have some form of medical need. That is why Joe's Club is chosen over the other day cares in the county. Statistics show that members of our club, have fewer trips to the emergency room and fewer falls at home than others who are living with Alzheimer's alone in the home.

Feeding: Every client receives breakfast, lunch, and an afternoon snack every day at Joe's Club. The food served at the club is the same food that is delivered by Meals on Wheels, Aging Matters. Last year, Joe's Club served over 22,000 breakfasts, 22,000 lunches, and 22,000 afternoon snacks. Our lunches and snacks are hand fed to the neediest clients. Brevard Alzheimer's Foundation participates in the Department of Elder Affairs Adult Food Program. Our last monitoring session was flawless, and a quote was "one of the best, cleanest kitchens in the state. A model program."

Shelter: Members of the club all share one thing in common. They cannot be left home alone. If our clients were left unsupervised, it would be detrimental to their health and the health of others. Joe's Club provides a safe shelter during the day under supervision, preventing Alzheimer's wandering, over/under medicating, starvation, and neglected diabetes management.

Cost Benefits: On July 1, 2019, BAFI had 207 active daycare clients; 24 are currently on Long Term Medicaid, and we bill Medicaid an average of \$7800

per year per client (based on daily sessions attended). Because of the day program, these clients [on average] cost the Medicaid system approximately \$13,396 each per year which is \$5,596 saving per client if they were to be placed in a nursing home. (compared to state averages).

Just these clients alone save the Medicaid system \$134,304 (24 clients currently on Medicaid x \$5,596 = \$134,304).

However, if BAFI doesn't receive funding and the remaining 183 clients enter the Medicaid system, it could potentially cost the Medicaid system as much as \$2,451,468. (183 clients * \$13,396 cost per client per year)

Potential BAFI Daycare savings to Medicaid system in one year:

\$2,585,512. \$134,304 (clients already enrolled in our program on Medicaid) + 2,451,468 (potential clients that would enter Medicaid if it wasn't for Joe's Club)

ATTACHMENT A-1 – PROGRAM LOGIC MODEL FORM

AGENCY NAME:	Brevard Alzheimer's Foundation, Inc.
PROGRAM NAME:	Joe's Club Adult Day Health Care Program
FOCUSED CARE AREA:	Feeding, Shelter, Health Care

Have you made any changes to the Program Logic Model? YES NO. Date Revised: _____

PROGRAM RESOURCES	ACTIVITIES	OUTPUTS/UNITS OF SERVICE	OUTCOMES	GOALS
<p>SERVICE PROVIDERS:</p> <p>Brevard Alzheimer's Staff</p> <p>RN's, CNA's, Drivers, Dementia Practitioner, Certified Activities Director, MS Gerontologist, Case Managers.</p> <p>PROGRAM SETTING:</p> <p>Three (3) licensed Adult Day Health Care Facilities, 9 Turtle Top Cutaway vans and 4 agency owned</p>	<p>Provide quality community, in-home and facility-based services to adults and caregivers including in-home respite, facility-based respite, support groups, education, & training.</p> <p>Feeding: Lunch and two snacks served to all club members.</p> <p>Shelter: A safe secure environment provided adult who need daily supervision.</p>	<p>Unduplicated hours of Day Care: 115,390 of which 4,800 will be paid for by the CBO grant</p> <p>Unduplicated hours of In-home Respite 8,000.</p> <p>Unduplicated clients served 312.</p> <p>Duplicated Clients: 18,928.</p>	<p>Seniors who are low income will not be turned away for services based upon the ability to pay.</p> <p>To increase the independence of elders by remaining healthy at home with their family and loved ones.</p> <p>To allow family members (caregivers) to continue meeting daily responsibilities without missing work.</p> <p>Reduced caregiver</p>	<p>Seniors are independent longer.</p> <p>Seniors with Alzheimer's and/or dementia are healthier cared for with less injuries, better nutrition, increased socialization and exercise, leading to longer healthier lives at home with family without placement.</p> <p>All adults and caregivers will have improved quality of life, be healthier,</p>

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Brevard Alzheimer's Foundation, Inc.- Joe's Club Adult Day Health Care Program

PROGRAM RESOURCES	ACTIVITIES	OUTPUTS/UNITS OF SERVICE	OUTCOMES	GOALS
<p>vehicles provide transport.</p> <p>COMMUNITY FACTORS:</p> <p>The ONLY Non-Profit Adult Day Health Care in Brevard</p> <p>The ONLY Adult Day Health Care in Brevard with state Alzheimer's Disease Initiative Funding for middle-class families.</p> <p>The ONLY Adult Day Health Care in Brevard providing no cost transportation.</p> <p>COLLABORATIONS:</p> <p>United Way, Aging Matters, Florida Tech, Compass Research (Baroclinic).</p> <p>SERVICE TECHNOLOGIES:</p> <p>Proprietary software: client attendance & billing, employee tracking,</p>	<p>Health Care: Daily monitoring and monthly well checks for all club members. All Club overseen by R.N. with individual care plans.</p> <p>Elder Transportation: Paratransit door to door transportation for Brevard's elder & dementia population for Adult Day Health Care.</p>		<p>stress, improved health</p>	<p>happier and age with dignity and grace.</p> <p>Provide quality community, in-home and facility based Adult Day Health Care with integrity and compassion.</p>

PROGRAM RESOURCES	ACTIVITIES	OUTPUTS/UNITS OF SERVICE	OUTCOMES	GOALS
<p>transportation route builder and optimization</p> <p>Alzheimer's & Dementia Training</p> <p>Special Wheelchair lift for non-ambulatory clients.</p> <p>FUNDING SOURCES:</p> <p>SRA, United Way, Private Pay, Fundraising, Community Foundation of Brevard.</p> <p>PARTICIPANTS:</p> <p>Anyone over age 18 who cannot be left alone:</p>				

**ATTACHMENT B
UNITS BUDGET**

AGENCY NAME: Brevard Alzheimer's Foundation, Inc.

PROGRAM NAME: Joe's Club Adult Day Health Care Program

DESCRIPTION OF SERVICE NUMBER OF UNITS (PROGRAM)	COST PER UNIT	UNIT PROGRAM COST
One Hour of Adult Day Health Care (4800 Units)	\$7.00	\$33,600
TOTAL:		\$33,600

**ATTACHMENT C
CONDITIONS AND METHOD OF COMPENSATION**

Brevard Alzheimer's Foundation, Inc.
Joe's Club Adult Day Health Care Program

The Contractor, **BREVARD ALZHEIMER'S FOUNDATION, INC.** shall be paid a total sum not to exceed **\$33,600.00** in General Revenue funds for the services specified under this agreement. Compensation shall be allowed on a **Unit Cost reimbursement basis.**

In every case payment will be made subject to the receipt of the **Request for Reimbursement Form (Attachment D)** specifying and certifying the expenses incurred and expended in conformance with this Agreement for the preceding month and that the Contractor is entitled to receive the amount requisitioned under the terms of this Agreement.

The final Reimbursement Request shall be submitted no later than **October 20, 2020**. Any **CBO** program funding covered by this agreement not expended for eligible activities by **September 30, 2020**, shall revert to the County.

The Contractor shall not request reimbursement from the County for services, which have been committed to be paid by another source of revenue.

The Contractor shall notify the County in writing within fifteen days of execution of this Agreement of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

CONDITIONS OF REIMBURSEMENT:

Reimbursement is contingent upon:

- a. The receipt and approval of all documentation as required by this agreement.
- b. The satisfactory evaluation of the Contractor by the Housing and Human Services Department.
- c. Compliance with all other terms as stated in this Agreement.

METHOD OF REIMBURSEMENT REQUESTS:

The Contractor shall comply with cost principles as established in **2 CFR Part 200 Subpart E for Non-Profit Organizations**. The following pertains to Requests for Reimbursement:

- a. The County shall reimburse the Contractor for all approved budgeted costs outlined in the **Units Budget Form (Attachment B)** as permitted by Federal, State, and County regulations and policies.
- b. The **Request for Reimbursement Form (Attachment D)** should be submitted with proper documentation attached, including, but not limited to, a

copy of all invoices, times cards, computer printouts and checks, payroll information, reports or any other applicable information needed as determined by the Housing & Human Services Department staff for activities and materials for which reimbursement is requested.

- c. Requests for Reimbursement shall be submitted **monthly**. Reimbursement requests must be submitted to the Housing and Human Services Department for approval within **twenty calendar days after the end of the month** for which the Contractor is requesting reimbursement. Upon approval, Housing & Human Services Department staff shall authorize Brevard County Finance Department to make the applicable reimbursement.

**ATTACHMENT D.
MONTHLY REQUEST FOR REIMBURSEMENT FORM**

THIS SECTION FOR HOUSING AND HUMAN SERVICES USE ONLY

CONTRACT/PROJECT MONITOR: Katrina Verdier-Lang
FINANCIAL APPROVAL: _____
BUSINESS AREA: 0001 COST CENTER: 201500 GL ACCOUNT: 5820000
VENDOR NUMBER: 4316 PURCHASE ORDER NUMBER: _____
DOCUMENT NUMBER: _____
AMOUNT: \$ _____
APPROVED FOR PAYMENT BY: _____ DATE: _____

FUNDING SOURCE: Community Based Organizations
NAME OF ORGANIZATION: Brevard Alzheimer's Foundation, Inc.
NAME OF PROGRAMS: Joe's Club Adult Day Health Care Program
CONTACT PERSON: Meaghan Lewis
PROGRAM ADDRESS: 4676 N. Wickham Road, Melbourne, FL 32935
MAILING ADDRESS: 4676 N. Wickham Road, Melbourne, FL 32935
E-MAIL ADDRESS: mlewis@brevardalz.org
TELEPHONE NUMBER: (321) 253-4430 / (321) 253-1993 (FAX)
REQUEST DATE: _____
REQUEST NUMBER: _____
FINAL PAYMENT REQUEST: YES _____ NO _____
TOTAL AMOUNT TO BE PAID: _____

I certify the services itemized on the authorization invoice have been provided and are a proper charge against the Community Based Organization funds appropriate for this program:

AUTHORIZED SIGNATURE: _____ DATE: _____

NOTE: Any incomplete or inaccurate request will be returned to the agency by mail. Contract Period covers October 1, 2019 through September 30, 2020.

Number	Date of Request	Amount Requested:	Expended YTD	% YTD	Remaining Funds
					\$33,600.00
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

**ATTACHMENT E1.
PERFORMANCE AND MEASURABLE OUTCOMES REPORT**

(This report *must be completed in its entirety* and submitted with each Request for Reimbursement)

DATE	
FUNDING SOURCE	Community Based Organizations
NAME OF AGENCY	Brevard Alzheimer’s Foundation, Inc.
NAME OF PROGRAM	Joe’s Club Adult Day Health Care Program
REPORTING PERIOD	
AUTHORIZED SIGNATURE AND TITLE	

1. Amount of funds expended this quarter:
2. Amount of funds expended to date:
3. Please state the progress achieved towards accomplishments outlined in your scope of work and/or services.
4. Please state any problem(s) your organization may be experiencing in regards to completing the accomplishments outlined in your scope of work and/or services, and plan(s) to resolve the problem(s).
5. Has your organization experienced any (key) programmatic turnover? YES or NO, if yes please explain.
6. Did the agency provide match funding for this month? YES or NO, if yes explain.
 Type/Source:
 Match to Provide:
 Current Match:
 Previous Match:
 Match Remaining:
7. Did your agency leverage funding this month? YES or NO or N/A, if yes list the amount leveraged and source:
 Amount Leveraged:
 Source:

8. Please list any other funding your agency is currently receiving:

Other Federal Funding:

Other State Funding:

Other Local Funding:

Private Funding:

Total Funding:

9. Please report the number of unduplicated clients served in accordance to the categories listed below:

RACE	UNDUPLICATED CLIENTS SERVED (MONTHLY)	UNDUPLICATED CLIENTS SERVED (YEAR TO DATE)
White		
Black/African American		
Asian		
American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
American Indian/Alaskan Native & White		
Asian & White		
Black/African American & White		
American Indian/ Alaskan Native & Black/African American		
Hispanic Origin		
Other		
TOTALS		

10. Please report the number of unduplicated clients served in accordance to the categories listed below:

	Unduplicated Clients Served (Monthly)	Unduplicated Clients Served (Year to Date)
Number of unduplicated Adult Seniors (60 yrs. Or older)		
Number of unduplicated Adults (18-59)		
Number of unduplicated Youth (17 and under)		

11. Please indicate the number of unduplicated clients served in accordance to the categories listed below:

	Unduplicated Clients Served (Monthly)	Unduplicated Clients Served (Year to Date)
Number of unduplicated clients served whose income has been determined extremely low (30%)		
Number of unduplicated clients served whose income has been determined very low (50%)		
Number of unduplicated clients served whose income has been determined low (80%)		
Number of unduplicated clients served whose income has exceeded the income limits		

12. Is technical assistance needed? YES or NO, if yes in what area(s)?

ATTACHMENT E2
PERFORMANCE AND MEASURABLE OUTCOMES REPORT
 Brevard Alzheimer's Foundation
 Joe's Club Adult Day Health Care Program

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	YTD UNITS
FY 19/2020 MEASURABLE OUTCOMES													
Provide 115,390 hours of Adult Day Health Care													
Provide 312 Unduplicated clients with Adult Day Health Care													
Provide 18,928 duplicated clients with Adult Day Health Care													
Provide 8000 Hours of in-home respite													

SIGNATURE/DATE: _____

Report must be submitted along with your Request for Reimbursement within 20 calendar days after the end of the month in which you are requesting reimbursement!

ATTACHMENT F – EVALUATION PLAN FORM

AGENCY NAME: Brevard Alzheimer’s Foundation, Inc.

PROGRAM NAME: Joe’s Club Adult Day Health Care Program

FOCUSED CARE AREA: Brevard County

Have you made any changes to the *evaluation plan*? Yes, No

Date Revised: June 23, 2016

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	BASELINE MEASURE	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
1. Seniors who are low income will not be turned away for services based upon the ability to pay.	1.1 Increased number of clients served under the poverty levels. 1.2 Reduced hardship on those at or slightly above the poverty level.	Collect financial data to determine client’s ability to afford services. Track number of hours to financially disadvantaged clients.	Questions performed at the initial registration of financial fitness.	100% of client base	Initial entry into the program Annual Survey at Caregiver Support groups
2. To increase the independence of elders by remaining healthy at home with their family and loved ones.	2.1 Diminished nursing home dependence for elderly with no transportation. 2.2 Improved stay at home without the need for permanent nursing home placement.	Collect retention rates of those needing ADHC services.	Questions performed at the initial registration of trips needed in last 12 months.	100% of client base	Initial entry into the program Annual Survey at Caregiver Support groups
3. To allow family members (caregivers) to meet daily	3.1 Increased workforce attendance.	Collect data on caregiver stress and needs.	Questions performed at the initial registration of caregiver days	100% of client base	Initial entry into the program Annual Survey at Caregiver Support groups

**FY2019-2020 Community Based Organization Agreement
Brevard Alzheimer’s Foundation, Inc – Joe’s Club Adult Day Health Care Program**

OUTCOMES	INDICATORS	MEASUREMENT TOOL/APPROACH	BASELINE MEASURE	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
responsibilities without missing work. Reduced caregiver stress, improve health	3.2 Reduced absenteeism for Brevard County employers. 3.3 Additional respite and relief for caregivers. 3.4 Reduced stress for caregivers.	Collect number of days caregivers are absent from work due to family caregiver needs.	absent from work and caregiver stress levels.		
4. Reduced ER and hospital admission rates	4.1 Reduced number of ER visits rates 12 months over 12 months 4.2 Reduce preventable hospital admissions 12 months over 12 months	Collect data from ER and hospitals Weekday versus weekend visits	Questions performed at the initial registration of trips needed in last 12 months. After each ER visit or hospital admission	100% of client base	Initial entry into the program Annual Survey at Caregiver Support groups
5. Reduced Nursing home and long-term care costs	5.1 Reduce number of Nursing home placements 12 months over 12 months	Collect placement data How long do participants live after placement?	Questions performed at the initial registration of trips needed in last 12 months. Survey after placement/Death	100% of client base	Initial entry into the program Annual Survey at Caregiver Support groups

ATTACHMENT G
CONFIRMATION OF E-VERIFY PARTICIPATION FORM

In accordance with Board of County Commissioners Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.

2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.

3. All vendors/contractors must meet this requirement unless:

- a. The contract is solely for goods-based procurement where no services are provided; or
- b. Where the requirement is waived by the Board of County Commissioners.

4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under Board of County Commissioners Policy 25(3)(V) if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.

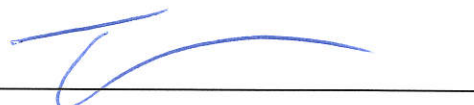
5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

6. Nothing in Board of County Commissioners Policy 25(III)(V) may be construed to allow intentional discrimination of any class protected by law.

BUSINESS/ORGANIZATION NAME: Brevard Alzheimer's Foundation, Inc.

BID/RFP NUMBER AND NAME: RFP HHS 18 CBO

AUTHORIZED REPRESENTATIVE'S SIGNATURE: _____



DATE: January 2, 2020

NAME: Timothy Timmermann, Jr.

POSITION: Executive Director