

Memorandum of Understanding

Effective: Upon Execution through September 30, 2019

Impact Broward Inc. (Provider) enters into this three (3) year Memorandum of Understanding (MOU) with Broward County (Volunteer Station or County) for the purpose of providing County with senior volunteers to assist elderly clients of County's Volunteer Station; and to provide such senior volunteers with meaningful service opportunities to help elders. All services expected must conform to the regulations governing the Senior Companion Program (Program).

To qualify as a Program Volunteer Station, an agency must Self-Certify that it is one of the following:

Public Non- Profit Private Non-Profit Governmental Agency

Definitions

- **County's Volunteer Station:** Elderly and Veterans Services Division (EVSD); a County agency currently delivering in-home services to elderly clients under grant funded programs.
- **Senior Companion Program (Program):** Provider delivers companion services to frail elders through senior volunteers. Clients and volunteers benefit from the Program which helps them to maintain independence, reduce isolation; and improve positive mental health, quality of life and their dignity.
- **Eligible Clients:** Elders with disabilities, including mobility, hearing, vision, mental or cognitive impairments; as well as addictions, diseases, or have limited English Language proficiency.

Impact Broward, through its Senior Companion Program, agrees to:

- Designate a Program Coordinator to serve as liaison with Volunteer Station.
- Recruit, interview, enroll, assign and oversee its volunteer(s) in providing services under the Program to Volunteer Station's clients as required by Volunteer Station in its assignment plans.
- Provide 40 hours of pre-service and orientation training to each new volunteer with assistance from Volunteer Station, if so requested by Impact Broward.
- Arrange or provide 4-hours in-service training for volunteers, at least once a month, with assistance as needed from Volunteer Station.
- Provide a yearly one (1) hour presentation of the Program to staff of Volunteer Station.
- Provide Level II Background Screening check consistent with Section 430.0402 and Chapter 435, Florida Statutes, as amended. National Sexual Offender Registry search will be conducted by Impact Broward for all volunteers. Any other background

checks desired by Volunteer Station will be Volunteer Station's responsibility. Any rechecks are also the responsibility of Volunteer Station.

- Furnish adequate accident and liability insurance as required by the Corporation for National & Community Service, according to Section 2551.46 (b) of the Code of Federal Regulations (CFR); in accordance with the following minimum requirements:
 - Commercial General Liability Insurance
Combined single limit for bodily injury and property damage:
\$1,000,000.00 (One Million Dollars) minimum limits per occurrence
\$2,000,000.00 (Two Million Dollars) minimum limits per aggregate
 - Business Automobile Liability Insurance
Combined single limit for bodily injury and property damage:
\$1,000,000.00 (One Million Dollars) minimum limits per occurrence
 - Workers' Compensation Insurance
In compliance with state statutes and all federal laws
Operations in Florida comply with Florida Statutes, Chapter 440
 - Employer's Liability Insurance
\$1,000,000.00 (One Million Dollars) minimum limits each accident
- Arrange physical examinations for all new volunteers, initially prior to assignment, and annually thereafter.
- In cooperation with the Volunteer Station, arrange for procedures to resolve problems between the volunteer(s), Volunteer Station, clients and/or Program.
- Retain full responsibility for the management and fiscal control of the Program.
- Ensure a written Letter of Agreement is signed by volunteer(s), authorizing the provision of allowable services under the Program. Assure Volunteer Station's assignment plans are current.
- Provide Volunteer Station with a report of services per request.
- Establish a probationary period of 90 calendar days within which newly assigned volunteers shall be evaluated as to their performance.

Volunteer Station Agrees to:

- Designate Volunteer Station representative to act as liaison with Program staff.
- Complete and submit Program's forms to Provider. Ensure that volunteers provide allowable services to Volunteer Station's eligible clients according to Volunteer Station's assignment plans.
- Ensure that volunteers sign a waiver releasing County of all liabilities.
- Ensure that volunteers serve in a volunteer capacity. The Volunteer Station will verify that volunteers will not displace or replace paid or contracted employees, or relieve staff of their routine duties.
- Facilitate each volunteer first visit when assigned to a new Volunteer Station client. May request Provider to replace or reassign volunteer (s) at any time.
- Not discriminate against volunteer(s) on the basis of race; color; national origin; sex; age; sexual preference; political affiliation; religion, or disability (if the participant or member is a qualified individual with a disability), including individuals with limited English proficiency.

- Participate in training for its case managers or staff, conducted or sponsored by Provider, to improve the delivery of services to Volunteer Station's clients and to improve the communication and the relationship between the parties concerned.
- Notify Provider as soon as a report is received of any incident relevant to the implementation of the Program; such as issues with volunteer's performance, clients' behavior, accidents, injuries, emergencies, domestic violence, elderly abuse or other situations that may compromise satisfactory delivery of services.
- Allow the Program staff access to Volunteer Station or client information as part of Program's monitoring responsibility, within the confidentiality restrictions imposed by Volunteer Station, Florida Statutes, and Federal law.
- Refer potential volunteers to Provider who are interested in becoming a senior volunteer under the Program.
- In all publicity featuring volunteer(s), including, but not limited to, radio, TV, internet, print or verbal presentation, Volunteer Station will specify, either verbally or in writing, when volunteer(s) from Program are volunteering to serve its clients, and will mention the Program when using assigned volunteer(s) in any media publications or other promotions such as Volunteer Station's links to its website and EVSD's brochures.

Allowable Activities

The following volunteer activities are allowable:

- Meals - Assisting with meals-planning meals, preparing food, labeling, organizing, checking for food freshness, helping client understand dietary instructions, checking if client is drinking and eating and tidy kitchen and dining areas;
- Light Housekeeping - (example, dusting, dishes) and light laundry;
- Social Recreational – providing companionship, talking, reminiscing, playing games, reading, arts and crafts, hobbies, writing letters, fostering client contact with family and friends through letters or phone calls.
- Medical/Shopping - Accompanying clients to medical visits only by public transportation.

Prohibited Activities

The following volunteer activities are prohibited:

- Volunteer Station will not request or assign volunteers to conduct or engage in political or legislative activities, including lobbying.
- Volunteer Station shall not give religious instructions to volunteers; conduct worship services; or engage in proselytization.
- Volunteer Station shall not use volunteers to provide any service for which Volunteer Station is receiving compensation from any source; or to engage volunteers into potentially detrimental activities.
- Volunteers shall not provide services usually provided by nurse aides, physical therapists, nurses or doctors; or janitorial services normally provided by paid staff.
- Volunteers shall not loan money to clients, deposit cash in banks; or conduct extensive shopping for clients.

- Volunteers shall not prepare meals for anyone other than the client(s); or clean up after guests.
- Volunteers shall not supervise other volunteers.
- Volunteers shall not take money from clients for companionship services.
- Volunteers shall not transport clients in their vehicle or vice versa.


The Provider and Volunteer Station mutually agree:

1. Termination at will: This MOU may be terminated by either party with no less than thirty (30) days written notice to the other, with or without cause.
2. Re-Negotiation or Modifications: Modifications of provisions of this MOU shall only be valid when in writing and duly signed by both parties. The parties agree to re-negotiate this MOU if federal and/or state regulations require.
3. Indemnification: Impact Broward shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this MOU, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Impact Broward, its current or former officers, employees, agents, volunteers, or servants, arising from, relating to, or in connection with this MOU. In the event any Claim is brought against an Indemnified Party, Impact Broward shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this MOU. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Impact Broward under this MOU may be retained by County until all of County's claims for indemnification pursuant to this MOU have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.
4. Third Party Beneficiaries: Neither Impact Broward nor County intends to directly or substantially benefit a third party by this MOU. Therefore, the parties acknowledge that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a right or claim against either of them based upon this MOU.
5. Law, Jurisdiction, Venue, Waiver Of Jury Trial. This MOU shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this MOU shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this MOU must be litigated in federal court, the parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS MOU, IMPACT BROWARD AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MOU. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS MOU AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

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

Impact Broward Representative

Broward County Representative

BY:  _____
Peter Kaldes

BY: _____

TITLE: President /CEO

TITLE: _____

ADDRESS: 4701 NW 33rd Avenue
Oakland Park, Florida 33309

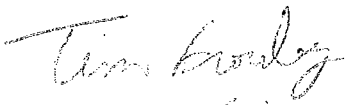
ADDRESS:

DATE: 4/10/17

DATE: _____


Volunteer Station Staff/Supervisor assigned to provide direct volunteer supervision:

Supervisor/Staff Name: Joseph P. Ciarmataro, Assistant Director,
Broward County Elderly & Veterans Services


6/1/17

Reviewed and approved as to form:
Joni Armstrong Coffey, County Attorney

By  _____
Karen S. Gordon, Assistant County Attorney

By  _____
Sharon V. Thorsen, Senior Assistant County Attorney