

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE ALZHEIMER'S DISEASE AND RELATED DISORDERS
ASSOCIATION – SOUTH CAROLINA CHAPTER AND
THE SOUTH CAROLINA LIEUTENANT GOVERNOR'S OFFICE ON AGING

PREAMBLE

WHEREAS, the Alzheimer's Disease and Related Disorders Association – South Carolina Chapter (hereinafter "Alzheimer's Association") is a registered nonprofit corporation incorporated under the laws of the State of South Carolina and at the time of this Memorandum of Agreement is in good standing; and

WHEREAS, the South Carolina Lieutenant Governor's Office on Aging, also known as the Division on Aging and the State Unit on Aging (hereinafter "Office on Aging"), is a governmental entity and an instrumentality of the State of South Carolina created by the South Carolina General Assembly and is a State agency with powers and responsibilities as set forth in S.C. Code Ann. §§ 43-21-10, et seq.; and

WHEREAS, the mission of the Alzheimer's Association is to eliminate Alzheimer's disease and related dementias(hereinafter "Alzheimer's disease") through the advancement of research, to provide and enhance care and support for those affected with Alzheimer's disease, and to reduce the risk of dementia through the promotion of brain health; and

WHEREAS, in accordance with S.C. Code Ann. § 43-21-40, the Office on Aging has the power and authority, among other things, to plan, promote, and execute programs to meet the present and future needs of aging citizens of the State; to encourage and assist in the development of programs for the aging in the counties and municipalities of this State; to consult and cooperate with public and voluntary groups for the purpose of promoting cooperation between state and local plans and programs; to cooperate with, encourage, and assist local groups, both public and voluntary, which are concerned with the problems on aging; to offer assistance to voluntary groups in the fulfillment of their responsibility for the aging; and to engage in other activities deemed necessary by the Office on Aging to promote the health and wellbeing of the aging citizens of this State; and

WHEREAS, since 2003, the South Carolina General Assembly has directed, through the annual State Appropriations Act, that certain funds appropriated to the South Carolina Department of Mental Health for Community Mental Health Centers (hereinafter "Department of Mental Health") must be used for contractual services to provide respite care and diagnostic services (hereinafter "Respite Care") to those who qualify as determined by the Alzheimer's Association; and

WHEREAS, as of the date of this agreement, the 2014-2015 State Annual Appropriations, Bill, 2014 House Bill 3710 Part 1B Section 35.6 (hereinafter "State Appropriations Bill"), designates that \$778,706 (hereinafter "Respite Assistance Funds") of the

funds appropriated to the Department of Mental Health Respite must be used for contractual services to provide Respite Care; and

WHEREAS, in fulfillment of this requirement, the Alzheimer's Association and the Department of Mental Health routinely enter into an annual professional services contract (hereinafter "Respite Contract") to provide funding for statewide implementation of the Contractor's Respite Assistance Program (hereinafter "Respite Program"); and

WHEREAS, the Respite Program provides respite assistance to the family members of individuals with Alzheimer's disease (hereinafter "Caregivers") through a voucher system designed to help Caregivers pay for local respite services; and

WHEREAS, as part of the Respite Contract, the Alzheimer's Association is required to (1) provide intake processing, available by telephone, to determine eligibility for Respite Program vouchers based on residence, diagnosis, and financial need; (2) award respite vouchers in amounts up to \$500.00 to Caregivers to be used to obtain local respite services including respite programs, adult day care centers, residential care facilities, skilled nursing facilities, or similar services from other providers including individuals; and (3) submit to the Department of Mental Health, the Governor of South Carolina, the South Carolina Senate Finance Committee, and the South Carolina House Ways and Means Committee an annual financial statement and outcomes measures attained for the preceding fiscal year; and

WHEREAS, as part of the Respite Contract, the Alzheimer's Association is permitted to retain up to ten percent (10%) of the funding provided by the Department of Mental Health to defray administrative expenses, including the costs of telephone, postage, and supplies; and

WHEREAS, the Office on Aging has divided the state into ten planning and service districts and designated an Area Agency on Aging office (hereinafter "Area Agency on Aging" and, collectively, "Area Agencies on Aging") for each district to plan and implement aging services, including subcontracting with local providers for the delivery of services; and

WHEREAS, the Office on Aging, through the Area Agencies on Aging, operates the Family Care Giver Support Program which, among other things, provides vouchers for respite care for caregivers of elderly citizens of the State, including Caregivers for individuals with Alzheimer's disease; and

WHEREAS, the Area Agencies on Aging currently maintain and provide administrative support to operate the Family Care Giver Support Program; and

WHEREAS, the Alzheimer's Association and the Office on Aging (hereinafter referred to collectively as the "Parties" and individually as a "Party"), in order to maximize the Respite Assistance Funds and to operate the Family Care Giver Support Program and the Respite Program in a manner which will efficiently serve the citizens of South Carolina with Alzheimer's disease, desire to enter into an agreement whereby the Office on Aging will provide administrative support and manage the operation of the Respite Program and the disbursement of the Respite Assistance Funds through a voucher program; and

WHEREAS, the Alzheimer's Association and the Office on Aging believe and intend that this Memorandum of Agreement shall increase the coordination of services for individuals with Alzheimer's disease and their Caregivers; will establish procedures for the sharing of relevant information between the Office on Aging, the Area Agencies on Aging, and the Alzheimer's Association; and will promote the objectives of preventing the duplication of services, will provide seamless consumer access to needed services, and will provide increased cooperation between the entities; and

WHEREAS, the Department of Mental Health has provided written consent for the Alzheimer's Association to partner with and assign the distribution of the Respite Assistance Funds to the Office on Aging;

NOW THEREFORE, in consideration of the mutual covenants and agreements provided herein, and for other good and valuable consideration the sufficiency of which is acknowledged by the parties, the Alzheimer's Association and the Office on Aging agree as follows:

ARTICLE I

PURPOSE OF THIS AGREEMENT

1.1 The purpose of this Memorandum of Agreement (hereinafter "Memorandum of Agreement") is to set forth the duties and responsibilities of the Alzheimer's Association and the Office on Aging, including the Area Agencies on Aging, regarding the receipt, maintenance, control, and distribution of the Respite Assistance Funds and the operation of the Respite Program. The Respite Program provides respite assistance to the Caregivers of the citizens of the State of South Carolina with Alzheimer's disease through a voucher system designed to help Caregivers pay for local respite services.

1.2 In order to efficiently operate the Respite Program and issue vouchers funded by the Respite Assistance Fund to citizens of South Carolina diagnosed with Alzheimer's disease and their Caregivers in an efficient manner, the Alzheimer's Association herein authorizes the Office on Aging to manage the Respite Assistance Funds and operate the Respite Program, including the issuance of vouchers funded by the Respite Assistance Fund to citizens of the State of South Carolina diagnosed with Alzheimer's disease and their Caregivers, through its Area Agencies on Aging, for the period July 1, 2014 through June 30, 2015.

ARTICLE II

AUTHORITY

2.1 The Office on Aging is authorized to enter into this Memorandum of Agreement as an instrumentality of the State of South Carolina and pursuant to its powers and authority set forth in S.C. Code Ann. §§ 43-21-10, et seq. The Alzheimer's Association is authorized to enter into this Memorandum of Agreement as a registered nonprofit corporation incorporated under the laws of the State of South Carolina and as agreed by the Department of Mental Health.

2.2 The Parties represent that they have the authority to enter into this Memorandum of Agreement and certify that signatories to this document have the authority to execute this Memorandum of Agreement.

ARTICLE III

USE OF RESPITE FUNDS

3.1 The Office on Aging covenants and agrees to comply with and conform to the terms and conditions of the Respite Contract, a copy of which is attached hereto and incorporated herein as Exhibit A, by and between the Alzheimer's Association and the Department of Mental Health, as the same may be amended, updated, or reexecuted from time to time, pertaining to the Respite Assistance Funds and the Respite Program, including, but not limited to, respite assistance to be provided to individuals with Alzheimer's disease and their Caregivers. The Office on Aging acknowledges that the Alzheimer's Association is required to enter into a new Respite Contract with the Department of Mental Health for the period beginning on July 1, 2014, and ending on June 30, 2015 (hereinafter "2014 Respite Contract"). The Alzheimer's Association shall provide to the Office on Aging a copy of the 2014 Respite Contract within ten (10) business days following its execution. The Office on Aging shall have ten (10) business days following its receipt of the 2014 Respite Contract to object in writing to the terms and conditions contained therein and the Alzheimer's Association and the Office on Aging agree to work in good faith to resolve any disputes related to the same. In the event the Alzheimer's Association and the Office on Aging are unable to resolve any dispute with respect to the 2014 Respite Contract within ten (10) business days of the receipt by the Alzheimer's Association of the written objections lodged by the Office on Aging, the Alzheimer's Association or the Office on Aging may elect to terminate this Memorandum of Agreement without further obligation. Otherwise, the Office on Aging agrees to comply with and conform to the terms and conditions of the 2014 Respite Contract, which shall be incorporated herein, for the term of this Memorandum of Agreement.

3.2 The Office on Aging shall coordinate with the Area Agencies on Aging to operate the Respite Program by providing vouchers funded by the Respite Assistance Funds designed to help Caregivers pay for local respite services. In furtherance of this agreement, the Office on Aging shall develop the necessary programs and procedures to perform the following activities:

- a. Intake processing, including the availability of intake processing by telephone, to determine eligibility for Respite Program vouchers funded by the Respite Assistance Funds based on residence and diagnosis.
- b. The award of individual vouchers for Respite Care funded by the Respite Assistance Funds in increments of \$500.00 to citizens of the State of South Carolina with Alzheimer's disease and their Caregivers to be used to obtain local respite services.
- c. Provide the Alzheimer's Association with quarterly reports, as further described in Article IV herein, in order for the Alzheimer's Association to

submit quarterly reports to the Department of Mental Health as required by the Respite Contract or the 2014 Respite Contract.

3.3 The Office on Aging shall issue vouchers funded by the Respite Assistance Funds in increments of \$500.00 to citizens of the State of South Carolina with Alzheimer's disease and their Caregivers without any restriction on the age of the citizen diagnosed with Alzheimer's disease.

3.4 The Office on Aging may, in its discretion, issue more than one voucher funded by the Respite Assistance Funds to a citizen of the State of South Carolina with Alzheimer's disease or their Caregiver during the term of the Memorandum of Agreement; however, the citizen of the State of South Carolina with Alzheimer's disease or their Caregiver shall exhaust each voucher funded by the Respite Assistance Funds for its full value before the Office on Aging shall issue a new voucher to the same citizen of the State of South Carolina with Alzheimer's disease or their Caregiver.

3.5 In issuing vouchers for Respite Care pursuant to this Memorandum of Agreement, the Office on Aging shall ensure that the Respite Assistance Funds shall be used only for respite care for individuals who are providing care to a family member diagnosed with Alzheimer's disease or a related dementia and who is a citizen of the State of South Carolina.

3.6 In issuing Vouchers pursuant to this Memorandum of Agreement, the Office on Aging shall notify the recipient of the Voucher that the Respite Assistance Funds are made available through the Alzheimer's Association. The Office on Aging shall also provide the recipient of the Voucher with documents provided by the Alzheimer's Association and which identify various services provided by the Alzheimer's Association (e.g., brochures, pamphlets, and other similar documents).

3.7 The Office on Aging agrees to encourage citizens of the State of South Carolina with Alzheimer's disease and their Caregivers issued vouchers funded by the Respite Assistance Funds to use respite care providers identified by the Alzheimer's Association as an approved respite care provider. The Alzheimer's Association agrees to provide a list of the approved respite care providers to the Office on Aging and the Area Agencies on Aging on a quarterly basis. However, the Alzheimer's Association and the Office on Aging recognize that certain situations, including emergency and critical need situations and the availability of approved providers in certain geographic areas, may require the Office on Aging and the Area Agencies on Aging to issue vouchers funded by the Respite Assistance Funds to a citizen of the State of South Carolina with Alzheimer's disease or their Caregiver to obtain Respite Care services of a private individual.

3.8 The Office on Aging shall allocate the Respite Assistance Funds to each of the Area Agencies on Aging based upon percentages reflecting potential need in each designated area. This allocation formula shall conform to the formulae currently used by the Office on Aging to allocate the Family Caregiver Support Program funds among the Area Agencies on Aging. The Office on Aging shall be responsible for the Respite Program and coordinating with the Area Agencies on Aging to fulfill its obligations and duties with respect to this Memorandum

of Agreement. In the event the Office on Aging determines that the Respite Assistance Funds should be reallocated among and between the Area Agencies on Aging based upon the experience and needs for services in each of the districts, the Office on Aging shall notify the Alzheimer's Association of the reallocation and the Alzheimer's Association agrees to support the reallocation as necessary. It is the intent of the Office on Aging and the Alzheimer's Association that the Respite Assistance Funds shall be allocated to the regions of the state to address the varying need for Respite Care services and to maximize the services rendered to Caregivers and individuals diagnosed with Alzheimer's disease.

3.9 Unless otherwise specified herein, the Office on Aging may issue vouchers upon terms and conditions to citizens of the State of South Carolina with Alzheimer's disease and their Caregivers as it may develop and establish; however, the total amount paid for any vouchers issued pursuant to this program shall not exceed the amount of the Respite Assistance Funds as designated by the 2014 State Appropriations Bill, less authorized administrative expenses as permitted in Section 3.11 below, during the term of this Memorandum of Agreement.

3.10 The Office on Aging agrees that, by receiving a voucher funded with the Respite Assistance Funds or by receiving other services in the form of home care services including, but not limited to, services provided by the U.S. Department of Veteran Affairs, Community Long-term Care, or Hospice, Caregivers and individuals with Alzheimer's disease will not be disqualified from receiving or determined ineligible to receive vouchers from the Family Caregiver Support Program or other services provided by the Office on Aging or the Area Agencies on Aging.

3.11 The Office on Aging and the Area Agencies on Aging collectively may retain an amount totaling up to ten percent (10%) of the Respite Assistance Funds to cover administrative expenses, including the cost of telephone, postage, and supplies. All other funds will be used for vouchers issued to citizens of the State of South Carolina with Alzheimer's disease and their Caregivers for Respite Care.

ARTICLE IV

MONITORING AND REPORTING

4.1 The Alzheimer's Association reserves the right to monitor the performance of the programs and procedures implemented by the Office on Aging and Area Agencies on Aging pursuant to this Memorandum of Agreement and to review and confer with the Lieutenant Governor and the Office on Aging concerning the performance and outcomes of these programs and procedures in order to ensure that Caregivers and South Carolina residents diagnosed with Alzheimer's disease are receiving appropriate assistance and support.

4.2 The Office on Aging agrees to provide to the Alzheimer's Association quarterly reports for the Respite Program (hereinafter "Program Reports") in the form attached hereto as Exhibit B. The Program Reports shall include the following information:

- a. A detailed itemization of the number of vouchers funded by the Respite Assistance Fund issued to include the date of issuance of each Voucher, the amount of each voucher, the name and address of each recipient, the gender and race of each recipient, the number of vouchers issued by county, and a summary or categorization of the types of Respite Care services provided.
- b. A detailed itemization of the expenditures paid by the Office on Aging from the Respite Assistance Fund to Respite Care providers or others including the date of each expenditure, the amount of each expenditure, the name and address of each provider or other recipient of Respite Assistance Funds, the type of Respite Care provided (e.g., in-home care, facility, daycare, group respite), and the total amount of expenditures by county.
- c. The administrative expenses incurred by the Office on Aging and the Area Agencies on Aging to administer the Respite Program to include staff, accounting, supply, printing, postage, and other expenses incurred to operate the Respite Program.
- d. Other information as may be required by the Department of Mental Health regarding the Respite Program.

ARTICLE V

RELATIONSHIP

5.1 The Office on Aging and the Alzheimer's Association agree that the Office on Aging and the Area Agencies on Aging shall perform their duties hereunder as an independent contractor and not as an employee. Neither the Office on Aging nor the Area Agencies on Aging shall be deemed to be an agent or an employee of the Alzheimer's Association for any purpose whatsoever. The Office on Aging and the Area Agencies on Aging, as appropriate, shall be liable for and pay all taxes, insurance, and fees required by local, state, or federal governments including, but not limited to, social security, workmen's compensation, employment security, and any other taxes and licenses required by law. No employee benefits of any kind shall be paid by the Alzheimer's Association to or for the benefit of the Office on Aging or the Area Agencies on Aging.

5.2 Nothing in this Memorandum of Agreement shall be interpreted as creating any employment, agency, partnership, joint venture, or any other relationship between the Alzheimer's Association, the Office on Aging, or the Area Agencies on Aging other than that of independent contractor. The Alzheimer's Association, the Office on Aging, and the Area Agencies on Aging shall not make any representation, oral or written, to any person or entity inconsistent with this agreement.

5.3 The Parties agree to work together in good faith to resolve any disputes arising out of this Memorandum of Agreement.

5.4 The Parties shall meet periodically to share information and agree to work together in good faith to revise the Respite Program and any obligations arising herein under in order to ensure the effective operation of the Respite Program and to maximize the benefits available to the citizens of South Carolina diagnosed with Alzheimer's disease and their Caregivers.

ARTICLE VI

CONFIDENTIALITY

6.1 The Alzheimer's Association, the Office on Aging, and the Area Agencies on Aging agree that client information will be kept confidential except by written authorization from the caregiver; a specific court order; or as otherwise allowed by applicable state or federal law or regulations. Caregivers will be asked to give written consent during the application process for information to be shared between the Alzheimer's Association, the Office on Aging and the Area Agencies on Aging for the purpose of coordinating services and support offered by each of these entities.

ARTICLE VII

LIABILITY

7.1 Unless otherwise provided for in this Memorandum of Agreement, the Alzheimer's Association, the Office on Aging, and the Area Agencies on Aging shall indemnify and hold harmless each other from any claims, demands, costs, damages, or expenses of any kind, including attorneys' fees and other costs and expenses of litigation, arising out of the Parties' performance of obligations under this Memorandum of Agreement. It is the intent of this section that each Party assume any and all liability for the fulfillment of its respective obligations pursuant to this Memorandum of Agreement.

ARTICLE VIII

TERM OF AGREEMENT

8.1 This Memorandum of Agreement shall be effective for the term beginning July 1, 2014, and ending June 30, 2015, and shall be binding and effective upon approval and award of the Respite Assistance Funds by the State of South Carolina for the term beginning July 1, 2014, and ending June 30, 2015, as designated by the 2014 State Appropriations Bill.

ARTICLE IX

TERMINATION AND AMENDMENT

9.1 This Memorandum of Agreement may be terminated by the Alzheimer's Association or the Office on Aging upon thirty (30) day written notice if it is determined that a Party has failed to comply with its obligations. In addition, the Parties acknowledge and recognize that, pursuant to the Respite Contract, as the same may be amended, updated, and reexecuted from time to time, the Department of Mental Health has reserved the right to terminate its contractual relationship with the Alzheimer's Association under various conditions including any requirement by the State of South Carolina that the Department of Mental Health return the Respite Assistance Funds. In the event the Department of Mental Health terminates the Respite Contract, as the same may be amended, updated, and reexecuted from time to time, the Parties agree that this Memorandum of Agreement shall similarly be terminated.

9.2 In the event the Department of Mental Health is unwilling, unable, or otherwise declines to enter into a Respite Contract with the Alzheimer's Association for the term beginning July 1, 2014, and ending on June 30, 2015, this Memorandum of Agreement shall be terminated upon written notice by the Alzheimer's Association to the Office on Aging. Notwithstanding this provision, the Office on Aging agrees to provide the reports required by Article IV for any Respite Assistance Funds expended or any vouchers issued prior to such termination.

9.3 In the event of termination, the Office on Aging and the Area Agencies on Aging shall return to the Alzheimer's Association any unexpended Respite Assistance Funds.

9.4 No amendment, change, or modification to this Memorandum of Agreement may be made without formal written agreement of both Parties.

ARTICLE X

RESPITE ASSISTANCE FUNDS

10.1 The Alzheimer's Association and the Office on Aging recognize that the total amount of Respite Assistance Funds to be used to operate the Respite Program and provide Respite Care is determined by the 2015 Appropriations Bill and is subject to revision, adjustment, or termination by the State of South Carolina. In the event of such revision, adjustment, or termination, the Office on Aging agrees to amend and adjust the Respite Program to ensure that the expenditures for the Respite Program do not exceed the total amount of authorized, appropriated, and designated Respite Assistance Funds. In the event of such termination, the Office on Aging and the Area Agencies on Aging further agree to return to the Alzheimer's Association any unexpended Respite Assistance Funds.

ARTICLE XI

COMPLIANCE WITH LAW

11.1 In providing services hereunder, the Parties agree to comply with all applicable laws and governmental rules and regulations. All Parties acknowledge that they are not expected or authorized to take any action in the name of or on behalf of the other which would violate any such laws, rules, or regulations.

IN WITNESS WHEREOF, the Alzheimer's Association and the Office on Aging have executed this Agreement this the _____ day of July, 2014.

**THE ALZHEIMER'S DISEASE AND
RELATED DISORDERS
ASSOCIATION – SOUTH CAROLINA
CHAPTER**

**THE SOUTH CAROLINA LIEUTENANT
GOVERNOR'S OFFICE ON AGING**

By: Cindy A. Ollam

By: _____

Its: CEO/President

Its: _____