

II. FISCAL ANALYSIS IMPACT

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____
 Budget Account No.: Fund _____ Dept _____ Unit _____ Obj. _____
 Program Code _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Departmental Fiscal Review: Red

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

There is no net fiscal impact.
Elizabeth Blasen 8/7/07
 OFMB
 8/3/07
 8/1/07
 8/1/07

John A. White 8/8/07
 Contract Administration

B. Legal Sufficiency:

J. P. [Signature] 8/9/07
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**HOME AND COMMUNITY BASED SERVICES MEDICAID WAIVERS
CASE MANAGEMENT REFERRAL AGREEMENT**

This Referral Agreement, made this ____ day of _____, 2007, between **The Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAAPBTC)**, the Area Agency on Aging (AAA) for Planning and Service Area Nine (PSA 9) and the **Palm Beach County Board of County Commissioners**, a case management agency. This referral agreement is in effect for a period of time that is equal to the Medicaid waiver provider's enrollment period with the State of Florida's Medicaid fiscal agent or until the Department of Elder Affairs provides a replacement referral agreement. This Home and Community Based Services Medicaid Waivers Case Management Referral Agreement replaces any previously signed Home and Community Based Services Medicaid Waiver Case Management Referral Agreements. The purpose of this agreement is to enable eligible elderly participants to receive case management services from qualified providers with oversight of the quality of care by the Medicaid Waiver Specialist employed by the AAA. These services are authorized in order that the participant may remain in the least restrictive setting and avoid or delay premature nursing home placement. Services and care are to be furnished in a way that fosters the independence of each participant to facilitate aging in place. All parties agree that routines of care provision and service delivery must be consumer-driven to the maximum extent possible. All parties agree to and will treat each participant with dignity and respect.

I. Objectives

- A. To maintain a climate of cooperation and consultation with and between agencies, in order to achieve maximum efficiency and effectiveness.
- B. To participate together by means of shared information in the development and expansion of services.
- C. To promote programs and activities designed to prevent the premature institutionalization of elders and disabled adults.
- D. The parties of this agreement will provide technical assistance and consultation to each other on matters pertaining to actual service delivery and share appropriate assessment information and care plans so duplication may not occur.
- E. To establish an effective working relationship between the case management agency that is responsible for the development of care plans and authorization of services available under the waiver, the service provider that is responsible for the direct provision of those services to consumers served under the waiver program, and the AAA that is responsible for management and oversight of the waiver program.

II. Under this Agreement, the Area Agency on Aging agrees to the following:

- A. To facilitate the enrollment of providers with the Medicaid Fiscal Agent.
- B. To ensure that clients have choice of case management agencies when there is more than one enrolled case management in a geographical area.
- C. To ensure the case management agency is an active Medicaid provider prior to serving any consumer under the Aged and Disabled Adult (ADA) Medicaid Waiver and Assisted Living for Frail Elderly (ALE) Medicaid Waiver Programs and any other Medicaid Waiver program that may be approved by the Centers for Medicaid and Medicare Services (CMS) and implemented in the State of Florida.

- D. To provide technical assistance and training to the case management agencies.
- E. To provide on site monitoring of the case management agency at least semi-annually.
- F. To monitor and project Provider expenditures to assure spending is maintained within spending authority.
- G. To complete a new referral agreement signed by all parties when unit rate changes are approved.

III. Under this Agreement, the Case Management Agency agrees to the following:

- A. To meet all case management qualifications and requirements as specified in the Aged and Disabled Adult Waiver Services Coverages and Limitations Handbook.
- B. To assign qualified case managers as contained in the ADA Medicaid Waiver to provide case management services under the Medicaid Home and Community Based Waiver for Aged and Disabled Adults. Provider rates shall not exceed the approved negotiated rates that are at or below the service provider's contracted rates.
- C. To provide case management to the entire Planning and Service Area 9 geographical area(s) that is/are selected in this referral agreement.
- D. To transfer all applicable client file records to the new case management agency, within five (5) working days of notification, if a client/designated representative selects another case management agency.
- E. To develop and implement the Plan of Care specifically outlining the service(s) to be delivered that must be signed by the consumer.
- F. To adhere to the federal waiver requirements and policies and procedures outlined in the following manuals published by the Agency for Health Care Administration: Aged and Disabled Adult Waiver Services Coverage and Limitations Handbook and the Medicaid Provider Reimbursement Handbook (Non-Institutional 081), including any and all attachments or updates.
- G. To provide to the AAA a monthly summary of Aged and Disabled Adult Medicaid Waiver expenditures billed and accrued.
- H. To refer consumers to any qualified Service Provider as selected by the consumer.
- I. To issue written service authorizations to the service provider with at least 24 hours notice. The referral will contain at a minimum:
 1. Name
 2. Address (with directions if not easily accessible)
 3. Pertinent information regarding consumer's health or disabilities and living situation
 4. Detailed service description including frequency, duration and specific tasks to be performed.
- J. To evaluate quality of services and service documentation by the service provider.
- K. To accept financial responsibility for service claims found to be out of compliance if the noncompliance was the result of a failure by the case management agency to update, renew, or terminate the service authorization.
- L. To forward a monthly expenditure tracking report to the AAA no later than the date agreed upon by both parties.
- M. To monitor service providers for adherence to authorized care plans, authorized reimbursement rates, and to ensure that the service provider is billing only for services authorized in the care plan.
- N. To develop and implement a policy to ensure that its employees, board members, and management, will avoid any conflict of interest or the appearance of a conflict of interest when disbursing or using the funds described in this agreement or when contracting with another entity, which will be paid by the funds, described in this agreement. A conflict of

interest includes, but is not limited to, receiving, or agreeing to receive, a direct or indirect benefit, or anything of value from a service provider, consumer, vendor, or any person wishing to benefit from the use or disbursement of funds. To avoid a conflict of interest, the case management agency must ensure that all individuals make a disclosure to the AAA of any relationship which may be a conflict of interest, within thirty (30) days of an individual's original appointment or placement on a board, or if the individual is serving as an incumbent, within thirty (30) days of the commencement of the agreement.

- O. To submit void or adjustment claims no later than 45 days after either party has identified the error. The provider's refusal to adjust or void erroneous claims may result in termination of this agreement and/or referral to the department, and will be referred to the Agency for Health Care Administration for appropriate action.
- P. The AAA may impose sanctions approved by the Department of Elder Affairs (DOEA) for non-compliance with items of this agreement.
- Q. Indemnification and Insurance:
 - (a) The Case Management Agency and all subrecipients agree to indemnify, defend, and hold harmless the AAAPBTC and all of the AAAPBTC's officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect or omission, action in bad faith, or violation of Federal or State law by the Case Management Agency, its agents, employees, or subrecipients during the performance of all contracts incorporating this Agreement by reference, whether direct or indirect, and whether to any person or property to which the AAAPBTC or said parties may be subject, except neither the Case Management Agency nor any of its subrecipients will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AAAPBTC or any of its officers, agents, or employees.
 - (b) The Case Management Agency's obligation to indemnify, defend and pay for the defense, or to participate and associate in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the DOEA's and/or AAAPBTC's notice of claim for indemnification to the Case Management Agency. The Case Management Agency's inability to evaluate liability or its evaluation of liability shall not excuse the Case Management Agency's duty to defend and indemnify the AAAPBTC upon notice. Notice shall be given by Registered or Certified Mail/Return Receipt Requested. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the AAAPBTC solely negligent, shall excuse performance of this provision by the Case Management Agency. The Case Management Agency shall pay all costs and fees related to this obligation and its enforcement. Failure on the part of the AAAPBTC to notify the Case Management Agency of a claim shall not release the Case Management Agency of the above duty to defend.
 - (c) The Case Management Agency agrees to provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the effective period of this Referral Agreement. The Case Management Agency accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Case Management Agency and the clients to be served under this Referral Agreement. Upon execution of this Referral Agreement, the Case Management Agency shall furnish the AAAPBTC written verification supporting both the

determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The AAAPBTC reserves the right to require additional insurance where appropriate.

IV. Under this agreement, the following services will be delivered by the Case Management Agency in accordance with the plan of care or service authorization and case management will be provided in the entire geographical area(s) that are selected. The geographical areas are:

1. Palm Beach County A (North of Hypoluxo Road and Glades/West County) which includes zip codes: 33460, 33461, 33462, 33405, 33406, 33413, 33415, 33480, 33409, 33417, 33401, 33407, 33403, 33404, 33408, 33410, 33477, 33458, 33469, 33463, 33411, 33414, 33418, 33412, 33478, 33470, 33467, 33438, 33476, 33430, and 33493.
2. Palm Beach County area B (South of Hypoluxo Road) which includes zip codes: 33435, 33436, 33444, 33445, 33486, 33487, 33431, 33432, 33483, 33426, 33437, 33484, 33446, 33496, 33498, 33434, 33428, and 33433.
3. Martin County
4. St. Lucie County
5. Okeechobee County
6. Indian River County

Service	Unit Rate	PSA 9 Geographical Area(s) Served
A.		Palm Beach County Area A
B.		

V. Termination

In the event this agreement is terminated, the case management agency agrees to submit, at the time notice of intent to terminate is delivered, a plan that identifies procedures to ensure services to consumers will not be interrupted or suspended by the termination.

A. Termination at Will

This agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this agreement become unavailable, the AAA may terminate this agreement upon no less than twenty-four (24) hours notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The AAA shall be the final authority as to the availability of funds.

C. Termination for Breach

Unless a breach is waived by the AAA in writing, or the parties fail to cure the breach within the time specified by the AAA, the AAA may, by written notice to the parties, terminate the agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In witness whereof, the parties have caused this seven (7) page agreement to be executed by their undersigned officials as duly authorized.

PROVIDER: PALM BEACH COUNTY,
FLORIDA, A Political
Subdivision of the State of
Florida

Area Agency on Aging of Palm Beach/
Treasure Coast, Inc.

SIGNED
BY: _____
Addie L. Greene, Chairperson

SIGNED
BY: _____

DATE: _____

NAME: _____

TITLE: _____

SHARON R. BOCK, Clerk and Comptroller
BY: _____

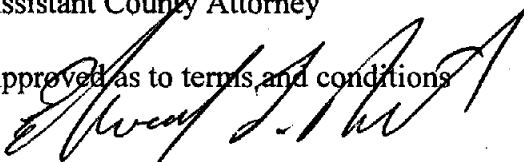
DATE: _____

DATE: _____

FEDERAL ID NUMBER: 59-6000785

FISCAL YEAR END DATE: _____

Approved as to form and legal sufficiency

Assistant County Attorney
Approved as to terms and conditions


Department Director

Attestation Statement

Agreement: Home and Community Based Services Medicaid Waivers Case Management Referral Agreement between the Area Agency of Aging Palm Beach/Treasure Coast, Inc., and the Palm Beach County Board of County Commissioners.

I, _____, attest that no changes or revisions have
(Recipient representative)

been made to the content of the above referenced agreement/contract or amendment between the Area Agency on Aging Palm Beach/Treasure Coast, Inc. and the Palm Beach County Board of County Commissioners.

The only exception to this statement would be for changes in page formatting, due to the differences in electronic data processing media, which has no affect on the agreement/contract content.

Signature of Recipient representative

Date

APPENDIX A
AGED AND DISABLED ADULT SERVICES WAIVER
PROCEDURE CODES AND FEE SCHEDULE

FOR DATES OF SERVICE ON OR AFTER OCTOBER 16, 2003					
Code	Mod. 1*	Mod. 2*	Description of Service	Maximum Unit Cost	Maximum Units per Date of Service
S5135	U2		ADULT COMPANION SERVICES	\$5.25 per 15 min.	32
S5100	U2		ADULT DAY HEALTH CARE	\$2.50 per 15 min.	40
S5125	U2		ATTENDANT CARE SERVICES	\$10.00 per 15 min.	40
97537	U2		CAREGIVER TRAINING/ SUPPORT-INDIVIDUAL	\$9.25 per 15 min.	16/day with maximum monthly total of 80/month
S5110	U2		CAREGIVER TRAINING/ SUPPORT-GROUP	\$2.00 per 15 min.	16/day with maximum monthly total of 80/month
G9002	U2		CASE AIDE	\$5.25 per 15 min.	16
G9002	U2	TS	CASE MANAGEMENT	\$11.25 per 15 min.	32
S5120	U2		CHORE	\$4.50 per 15 min.	32
S5120	TS	U2	CHORE-ENHANCED	\$6.50 per 15 min.	32
S5199	U2		CONSUMABLE MEDICAL SUPPLIES	\$500.00 in total purchases per month	No limit on number on purchases up to dollar amount
S5199	TS	U2	CONSUMABLE MEDICAL SUPPLIES-ENHANCED	\$5,000.00 in total purchases per month	No limit on number on purchases up to dollar amount
H0004	U2		COUNSELING	\$15.00 per 15 min.	32/day with a maximum of 80/month
S5160	U2		EMERGENCY ALERT RESPONSE INSTALLATION	\$95.00 per installation	3/lifetime
S5161	U2		EMERGENCY ALERT RESPONSE MAINTENANCE	\$1.30 per day	31 per month
T2001	U2		ESCORT	\$5.25 per 15 min.	32
H2011	U2		FINANCIAL ASSESSMENT/ RISK REDUCTION	\$8.75 per 15 min.	16 with a maximum of 32/month
H2011	U2	TS	FINANCIAL MAINTENANCE/ RISK REDUCTION	\$5.00 per 15 min.	16 with a maximum of 64/month
S5170	U2		HOME DELIVERED MEALS	\$5.00 per meal	2 meals per day
S5165	U2		HOME MODIFICATIONS	\$1,000.00 per job	5 jobs per year

*Modifiers are part of the procedure code and must be entered in the modifier fields when billing for the service.

Aged and Disabled Adult Waiver Services Coverage and Limitations Handbook

Code	Mod. 1*	Mod. 2*	Description of Service	Unit	Maximum Units per Date of Service
S5130	U2		HOMEMANAGER/ HOMEMAKER	\$4.50 per 15 min.	32
97802	U2		NUTRITIONAL RISK REDUCTION	\$12.00 per 15 min.	16 with a maximum of 64/month
97530	U2		OCCUPATIONAL THERAPY	\$10.00 per 15 min.	8 with a maximum of 40/week
T1019	U2		PERSONAL CARE	\$5.00 per 15 min.	48
G9005	U2		PEST CONTROL- MAINTENANCE	\$50.00 per month	1 per month
G9004	U2		PEST CONTROL-INITIAL VISIT	\$65.00	1 per client
99412	U2		PHYSICAL RISK REDUCTION	\$6.25 per 15 min.	16 with an annual maximum of 64
97110	U2		PHYSICAL THERAPY	\$10.00 per 15 min.	16
T1028	U2		REHABILITATION ENGINEERING EVALUATION	\$85.00 per evaluation	Number of evaluations will coincide with limits set for the assitive technologies/ adaptive equipment services
S5180	U2		RESPIRATORY THERAPY- EVALUATION	\$45.00	1 per day
99503	U2		RESPIRATORY THERAPY- TREATMENT	\$20.00	1 per day
S5150	U2		RESPIRE-IN-HOME	\$4.50 per 15 min.	5760/year
T1005	U2		RESPIRE-FACILITY- BASED	\$2.50 per 15 min.	5760/year
T1001	U2	HM	SKILLED NURSING-RN, LPN	\$25.00 per visit.	2 visits/day
T1001	U2	HN	SKILLED NURSING-BSN	\$35.00 per visit	2 visits/day
E1399	U2		SPECIALIZED MEDICAL EQUIPMENT AND SUPPLIES	\$1,000.00 per purchase	1 purchase per month
92507	U2		SPEECH-LANGUAGE PATHOLOGY THERAPY	\$10.00 per 15 min.	16 with a maximum of 40/week

*Modifiers are part of the procedure code and must be entered in the modifier fields when billing for the service.

**HOME AND COMMUNITY BASED SERVICES
ASSISTED LIVING FOR THE FRAIL ELDERLY (ALE) MEDICAID WAIVER
CASE MANAGEMENT REFERRAL AGREEMENT**

This Referral Agreement, made this ____ day of _____, 2007, between the **Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAPBTC)**, the **Area Agency on Aging (AAA)** for Planning and Service Area Nine (PSA 9), and the **Palm Beach County Board of County Commissioners**, a case management agency. This Referral Agreement is in effect for a period of time that is equal to the Medicaid waiver provider's enrollment period with the State of Florida's Medicaid fiscal agent or until the Department of Elder Affairs provides a replacement referral agreement. This Home and Community Based Services Assisted Living For The Frail Elderly (ALE) Medicaid Waiver Case Management Referral Agreement replaces any previously signed Home and Community Based Assisted Living For The Frail Elderly Medicaid Waiver Case Management Referral Agreements.

The purpose of this agreement is to enable eligible elderly participants to receive case management services from qualified providers with oversight of the quality of care by the Medicaid Waiver Specialist employed by the AAA. These services are authorized in order that the participant may remain in the least restrictive setting and avoid or delay premature nursing home placement. Services and care are to be furnished in a way that fosters the independence of each participant to facilitate aging in place. All parties agree that routines of care provision and service delivery must be consumer-driven to the maximum extent possible. All parties agree to and will treat each participant with dignity and respect.

I. Objectives

- A. To maintain a climate of cooperation and consultation with and between agencies, in order to achieve maximum efficiency and effectiveness.
- B. To participate together by means of shared information in the development and expansion of services.
- C. To promote programs and activities designed to prevent the premature institutionalization of elders and disabled adults.
- D. The parties of this Agreement will provide technical assistance and consultation to each other on matters pertaining to actual service delivery and share appropriate assessment information and care plans so duplication may not occur.
- E. To establish an effective working relationship between the case management agency that is responsible for the development of care plans and authorization of services available under the waiver, the Assisted Living Facility that is responsible for the direct provision of those services to consumers served under the waiver program, and the AAA that is responsible for management and oversight of the waiver program.

II. Under this Agreement, the Area Agency on Aging agrees to the following:

- A. To ensure that case management agencies meet the qualifications as specified in the Assistive Care Services and Assisted Living For The Elderly Waiver Services Coverage and Limitations Handbook and to facilitate the enrollment of providers with the Medicaid Fiscal Agent.
- B. To ensure that clients have choice of case management agencies when there is more than one enrolled case management in a geographical area.
- C. To provide technical assistance and training to the case management agencies.
- D. To provide on site monitoring of the case management agency at least semi-annually.

- E. Monitor and project Provider expenditures to assure spending is maintained within spending authority.
- F. To regularly participate in mandated core training for ALF administrators.

III. Under this Agreement, the Case Management Agency agrees to the following:

- A. To assign qualified case managers who have successfully completed core training to provide case management under the ALE Medicaid Waiver and meet the minimum qualifications as contained in the Assistive Care Services and Assisted Living for the Elderly Waiver Services Coverage and Limitations Handbook. Case managers must complete such training within six months of being assigned to the ALE Medicaid Waiver.
- B. To provide case management to the entire Planning and Service Area 9 geographical area(s) that is/are selected in this referral agreement.
- C. To transfer all applicable client case files to the new case management agency, within five (5) working days of notification, if a client/designated representative selects another case management agency.
- D. To develop and implement the Plan of Care specifically outlining the service(s) to be delivered which must be signed by the resident, ALF administrator or representative of the ALF's nursing staff, and the Case Manager and provided to the ALF for their files.
- E. To be available to the ALF for case staffing of the referred case and provide narratives describing the contents of such staffing for the case record.
- F. To provide on site case management activities with the resident and the ALF staff monthly and note the resident's progress and receipt of services as evidenced by the facility Service Activity Plan and resident log entries; changes in the residents Activities of Daily Living, Instrumental Activities of Daily Living; and certify continuing participation in the program based on the observations. A case file must be maintained at the case management agency describing the case management activities.
- G. To review the Care Plan quarterly with the resident, his/her family if applicable, and the ALF facility staff.
- H. To provide the assisted living facility with a copy of the Comprehensive Resident Assessment, any subsequent reassessments and Plans of Care .
- I. To adhere to the policies and procedures as outlined in the following manuals published by the Agency for Health Care Administration: Assistive Care Services and Assisted Living for the Elderly Waiver Services Coverage and Limitations Handbook and the Medicaid Provider Reimbursement Handbook (Non-Institutional 081), including any and all attachments or updates.
- J. To provide to the AAA a monthly summary of Assisted Living Case Management expenditures billed and accrued.
- K. To provide consumers with a list of all qualified Service providers.
- L. To develop and implement a policy to ensure that its employees, board members, and management, will avoid any conflict of interest or the appearance of a conflict of interest when disbursing or using the funds described in this agreement or when contracting with another entity, which will be paid by the funds, described in this agreement. A conflict of interest includes, but is not limited to, receiving, or agreeing to receive, a direct or indirect benefit, or anything of value from a service provider, consumer, vendor, or any person wishing to benefit from the use or disbursement of funds. To avoid a conflict of interest, the case management agency must ensure that all individuals make a disclosure to the AAA of any relationship which may be a conflict of interest, within thirty (30) days of an individual's original appointment or placement on a board, or if the individual

is serving as an incumbent, within thirty (30) days of the commencement of the agreement.

M. To submit void or adjustment claims no later than 45 days after the error has been identified by either party. The provider's refusal to adjust or void erroneous claims may result in termination of this agreement and/or referral to the department, and will be referred by department to the Agency for Health Care Administration for appropriate action.

N. Indemnification and Insurance:

(a) The Case Management Agency and all subrecipients agree to indemnify, defend, and hold harmless the AAAPBTC and all of the AAAPBTC's officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect or omission, action in bad faith, or violation of Federal or State law by the Case Management Agency, its agents, employees, or subrecipients during the performance of all contracts incorporating this Agreement by reference, whether direct or indirect, and whether to any person or property to which the AAAPBTC or said parties may be subject, except neither the Case Management Agency nor any of its subrecipients will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AAAPBTC or any of its officers, agents, or employees.

(b) The Case Management Agency's obligation to indemnify, defend and pay for the defense, or to participate and associate in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the DOEA's and/or AAAPBTC's notice of claim for indemnification to the Case Management Agency. The Case Management Agency's inability to evaluate liability or its evaluation of liability shall not excuse the Case Management Agency's duty to defend and indemnify the AAAPBTC upon notice. Notice shall be given by Registered or Certified Mail/Return Receipt Requested. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the AAAPBTC solely negligent, shall excuse performance of this provision by the Case Management Agency. The Case Management Agency shall pay all costs and fees related to this obligation and its enforcement. Failure on the part of the AAAPBTC to notify the Case Management Agency of a claim shall not release the Case Management Agency of the above duty to defend.

(c) The Case Management Agency agrees to provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the effective period of this Referral Agreement. The Case Management Agency accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Case Management Agency and the clients to be served under this Referral Agreement. Upon execution of this Referral Agreement, the Case Management Agency shall furnish the AAAPBTC written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The AAAPBTC reserves the right to require additional insurance where appropriate.

IV. Under this agreement, the following services will be delivered by the Case Management Agency in accordance with the plan of care or service authorization and case management will be provided in the entire geographical area(s) that are selected. The PSA 9 geographical areas are:

1. Palm Beach County A (North of Hypoluxo Road and Glades/West County) which includes zip codes: 33460, 33461, 33462, 33405, 33406, 33413, 33415, 33480, 33409, 33417, 33401, 33407, 33403, 33404, 33408, 33410, 33477, 33458, 33469, 33463, 33411, 33414, 33418, 33412, 33478, 33470, 33467, 33438, 33476, 33430, and 33493.
2. Palm Beach County area B (South of Hypoluxo Road) which includes zip codes: 33435, 33436, 33444, 33445 33486, 33487, 33431, 33432, 33483, 33426, 33437, 33484, 33446, 33496, 33498, 33434, 33428, and 33433.
3. Martin County
4. St.. Lucie County
5. Okeechobee County
6. Indian River County

Service	PSA 9 Geographical Area(s) Served
A. Case Management	<u>Palm Beach County Area A</u> <hr/> <hr/> <hr/> <hr/> <hr/>

IV. Termination

In the event this agreement is terminated, the case management agency and the service provider agree to submit, at the time notice of intent to terminate is delivered, a plan that identifies procedures to ensure services to consumers will not be interrupted or suspended by the termination.

A. Termination at Will

This agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this agreement become unavailable, the AAA may terminate this agreement upon no less than twenty-four (24) hours notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The AAA shall be the final authority as to the availability of funds.

C. Termination for Breach

Unless a breach is waived by the area agency in writing, or the parties fail to cure the breach within the time specified by the AAA, the AAA may, by written notice to the parties, terminate the agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In witness whereof, the parties have caused this seven (7) page agreement to be executed by their undersigned officials as duly authorized.

PROVIDER: PALM BEACH COUNTY,
FLORIDA, A Political
Subdivision of the State of
Florida

Area Agency on Aging of Palm Beach/
Treasure Coast, Inc.

SIGNED
BY: _____
Addie L. Greene, Chairperson

SIGNED
BY: _____

DATE: _____

NAME: _____

TITLE: _____

SHARON R. BOCK, Clerk and Comptroller
BY: _____

DATE: _____

DATE: _____

FEDERAL ID NUMBER: 59-6000785

FISCAL YEAR END DATE: _____

Approved as to form and legal sufficiency

Assistant County Attorney

Approved as to terms and conditions

Department Director

Attestation Statement

Referral Agreement: Home and Community Based Services Assisted Living For The Frail Elderly (ALE) Medicaid Waiver Case Management Referral Agreement between the Area Agency of Aging Palm Beach/Treasure Coast, Inc., and the Palm Beach County Board of County Commissioners.

I, _____, attest that no changes or revisions have
(Recipient representative)

been made to the content of the above referenced agreement/contract or amendment between the Area Agency on Aging Palm Beach/Treasure Coast, Inc. and the Palm Beach County Board of County Commissioners.

The only exception to this statement would be for changes in page formatting, due to the differences in electronic data processing media, which has no affect on the agreement/contract content.

Signature of Recipient representative

Date

APPENDIX A

ASSISTED LIVING FOR THE ELDERLY WAIVER SERVICES
PROCEDURE CODE TABLE AND FEES

CODE	DESCRIPTION OF SERVICE	UNIT	MAXIMUM FEE
W9655	Case Management	Monthly	\$100
W9654	Assisted Living	Daily	\$25