

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: December 4, 2007 **Consent** **Regular**
 Ordinance **Public Hearing**

Department
Submitted By: Community Services

Submitted For: Division of Senior Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) rescind** Home and Community Based Services Medicaid Waivers (MW) Case Management Referral Agreement (R2007-1278); and Home and Community Based Services Assisted Living for the Frail Elderly (ALE) Medicaid Waiver Case Management Referral Agreement (R2007-1279) and **B) approve and replace with** Home and Community Based Services Medicaid Waivers (MW) Case Management Referral Agreement; Home and Community Based Services Assisted Living for the Frail Elderly (ALE) Medicaid Waiver Case Management Referral Agreement; and Home and Community Based Services Aged and Disabled Adult (ADA) Medicaid Waiver Referral Agreement with the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. (AAA), with no expiration.

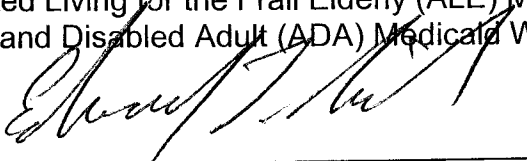
Summary: The Home and Community Based Services MW and ALE referral agreements were originally approved with Area A only (north of Hypoluxo Road) and are being rescinded and resubmitted to include Area A and B (south of Hypoluxo Road) along with Facility-Based Respite. As a service provider under the Home and Community Based Services program, the Division of Senior Services (DOSS) will bill the State of Florida's Medicaid fiscal agent directly on a negotiated unit rate basis of \$11.25 per 15 minutes for MW Case Management, \$5.25 per 15 minutes for Case Aide, \$100 per client per month for ALE Case Management, and \$2.50 per 15 minutes for Facility-Based Respite. Under these referral agreements, DOSS will accept referrals from other case management agencies and provide quality services to the waiver participants as specifically outlined in the participants' Plan of Care so as to promote the development of a coordinated service delivery system to meet the needs of the aged or disabled adults who are at risk of premature nursing home placement. (DOSS) Countywide (TKF)

Background and Justification: These referral agreements will promote the development of a coordinated service delivery system to meet the needs of the aged or disabled adults who are at risk of premature institutionalization and will enable eligible elderly participants to receive Home and Community Based Services from qualified providers. These referral agreements will also 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 so as to maintain a climate of cooperation and consultation with and between agencies, in order to achieve maximum efficiency and effectiveness.

Attachments:

1. Medicaid Waivers (MW) Case Management
2. Assisted Living for the Frail Elderly (ALE) Medicaid Case Management
3. Aged and Disabled Adult (ADA) Medicaid Waiver

Recommended by: _____

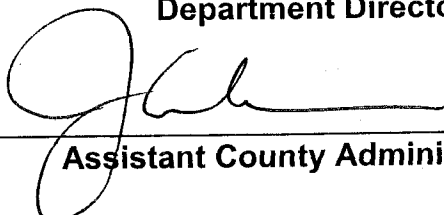


Department Director

11-8-2007

Date

Approved By: _____



Assistant County Administrator

11-26-07

Date

II. FISCAL ANALYSIS IMPACT

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2008</u> | <u>2009</u> | <u>2010</u> | <u>2011</u> | <u>2012</u> |
|--|------------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | <u>948,586</u> | _____ | _____ | _____ | _____ |
| External Revenue | <u>(436,200)</u> | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>512,386</u> | _____ | _____ | _____ | _____ |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget: Yes X No
 Budget Account No.: Fund 1006 Dept 144 Unit 1467 Obj. Var.
 Program Code Var.

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

State funds through the Department of Elder Affairs and local funds already in Budget.

Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

The contract amount is not stated in the agreement because it is on a unit rate basis. Since there will be a fiscal impact to the County, the department projected a net fiscal impact of \$512,386 based on prior years actual.

[Signature] 11-19-07
 OFMB
[Signature] 11/19/07

[Signature] 11/21/07
 Contract Administration
[Signature] 11/20/07

B. Legal Sufficiency:

[Signature] 11/26/07
 Assistant County Attorney

These Agreements comply with our 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
AGED AND DISABLED ADULT (ADA) MEDICAID WAIVER
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 **Palm Beach County Board of County Commissioners**, the service Provider, 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. One purpose of this agreement is to promote the development of a coordinated service delivery system to meet the needs of the aged or disabled adults who are at risk of premature institutionalization. Another purpose of this agreement is to enable eligible elderly participants to receive home and community based 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 promote programs and activities designed to prevent the premature institutionalization of elders and disabled adults.
- C. To require the parties of this Agreement to 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.
- D. 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 Service Provider agrees to the following:

- A. To accept referrals for the 1915c Home and Community-Based Services - ADA Medicaid Waiver from the enrolled case management agency.
- B. To provide quality service(s) to the waiver participant as specified in Section IV. The provision of service(s) is subject to quality monitoring and/or observation by the case management agency and/or the AAA and/or the Department of Elder Affairs (DOEA).
- C. To provide only those services specifically outlined in the Plan of Care and authorized by the enrolled case management agency.
- D. To attach documentation regarding the service provider's qualifications to this agreement; and to provide, as requested, any information regarding Medicaid Waiver billing, payment, or waiver participant information, to the case management agency or AAA. Provider rates shall not exceed the approved negotiated rates that are at or below the service provider's usual and customary rates. If additional services are to be added to this agreement, a written request to do so must be received by the AAA. If approved, an

amendment must be prepared by the AAA indicating the service(s) to be added. The necessary documentation regarding provider qualifications for the additional services must be attached to the agreement.

- E. To maintain the waiver participant's confidentiality according to 42 CFR 431.301.
- F. To immediately report any changes in the waiver participant's condition to the case management agency.
- G. To maintain enrolled provider status by renewing applicable licensure, certification, contract and/or referral agreements and by maintaining all provider qualifications as contained in the Aged and Disabled Adult Medicaid Waiver under which services are provided.
- H. To include its name and other appropriate information on a list of all enrolled providers which will be shown to consumers during development of an individualized plan of care, understanding that the consumer reserves the right at all times to a choice of enrolled providers.
- I. To immediately notify the case management agency of staffing shortfalls that will negatively impact provision of service to Medicaid Waiver consumers.
- J. To submit claim data for billing to the Medicaid fiscal agent after delivery of services has been accomplished. All services should be billed within 60 days after services have been provided or document reasons for delayed submission of claims. Such documentation shall be available for review by the AAA or by the DOEA, upon request.
- K. To submit claims for billing to the Medicaid fiscal agent at the agency's contracted rate.
- L. 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 DOEA, and will be referred by the DOEA to the Agency for Health Care Administration for appropriate action.
- M. 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. 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 service provider 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.
- N. To adhere to the federal waiver requirements and the policies and procedures outlined in the following manuals published by the Agency for Health Care Administration: the Aged/Disabled Adult Waiver Guidelines and the Medicaid Provider Reimbursement Handbook (Non-Institutional 081), including any and all attachments or updates.
- O. The AAA may impose sanctions approved by the DOEA for non-compliance with the terms of this agreement.
- P. Indemnification and Insurance:
 - (a) The Service Provider 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 Service Provider, 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 Service Provider 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 Service Provider'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 Service Provider. The Service Provider's inability to evaluate liability or its evaluation of liability shall not excuse the Service Provider'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 Service Provider. The Service Provider shall pay all costs and fees related to this obligation and its enforcement. Failure on the part of the AAAPBTC to notify the Service Provider of a claim shall not release the Service Provider of the above duty to defend.
- (c) The Service Provider 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 Service Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Service Provider and the clients to be served under this Referral Agreement. Upon execution of this Referral Agreement, the Service Provider 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.

III. 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 provide technical assistance and training to Service Providers.
- C. To notify the case management agency within 48 hours of any approved service provider rate adjustment.
- D. To regularly monitor the Service Providers in accordance with requirements specified by the DOEA.
- E. To complete a new referral agreement signed by all parties when unit rate changes are approved.

IV. Under this agreement, the following services will be delivered by the Service Provider in accordance with the plan of care or service authorization:

| Service | Unit Rate | County/Region Served |
|----------------------------------|------------------|-----------------------------|
| A. Facility-Based Respite | 2.50 per 15 min. | Palm Beach County Area A |
| B. Facility-Based Respite | 2.50 per 15 min. | Palm Beach County Area B |
| C. | | |
| D. | | |

V. 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 which 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 any 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 five (5) 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: _____

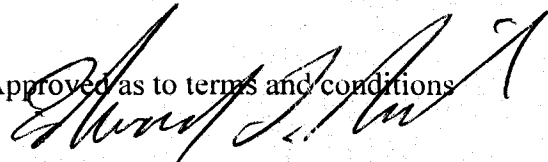
DATE: _____

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/Contract Number _____

Amendment Number _____

I, Addie L. Greene, Chairperson, attest that no changes or revisions have been made to the
(Recipient representative)

content of the above referenced agreement/contract or amendment between the Department of
Elder Affairs and Palm Beach County Board of County Commissioners.
(Recipient name)

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