

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>540</u>	<u>1080</u>	<u>810</u>	_____	_____
External Revenue	<u>(540)</u>	<u>(1080)</u>	<u>(810)</u>	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

<p><u>Jim Dink</u> 4/24/08 OFMB <i>om</i> 04/28 <i>cn</i> 4/22/08</p>	<p><u>Don J. Powell</u> 4/29/08 Contract Administration 4/29/08</p>
--	---

B. Legal Sufficiency:

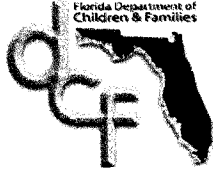
[Signature] 4/29/08
 Assistant County Attorney

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.



**State of Florida
Department of Children and Families
Southeast Region
Circuit 15, Palm Beach County**

**ADULT SERVICES
HOME AND COMMUNITY BASED WAIVER
CASE MANAGEMENT REFERRAL AGREEMENT**

This Referral Agreement made this ____ day of April 2008, between the State of Florida, Department of Children and Families' (DCF), Southeast Region, Circuit 15, Adult Services Program Office, and Palm Beach County Board of County Commissioners, hereinafter referred to as "case management agency", details the responsibilities and the expectations associated with the Aged and Disabled Adult Medicaid Waiver Program. This Referral Agreement is in effect from the date of signature, through June 30, 2010. Provider noncompliance, nonperformance, unacceptable performance or failure to adhere to the DCF guidance on eligibility and referral for services may result in termination of this agreement.

The purpose of this agreement is to enable eligible disabled adult participants' choice to receive case management services from qualified providers with oversight of case management services by the State of Florida, Department of Children and Families, Southeast Region, Circuit 15, Adult Services Program Office. These services are authorized in order that the participant may remain in the least restrictive setting and avoid or delay nursing home placement. Services and care are to be furnished in a way that fosters the independence of each participant and facilitates an increased functional capacity. 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 disabled adults.
- D. To provide technical assistance to and consultation between agencies on matters pertaining to actual service delivery and share appropriate assessment information and care plans to avoid duplication.
- E. To establish an effective working relationship between the case management agency, the service provider, and the Florida Department of Children and Families; the case management agency being responsible for the development of care plans and authorization of services available under the waiver, the service provider being responsible for the direct provision of those services to consumers served under the waiver program, and the Department being responsible for management and oversight of the waiver program.

II. Under this Agreement, the Circuit (Palm Beach County) Program Office agrees to the following:

- A. To provide technical assistance and training to the case management agency.
- B. To monitor and project provider expenditures.
- C. To conduct telephone screenings on all new referrals requesting services through the Aged and Disabled Adult-Home and Community Based Services (ADA-HCBS) Medicaid waiver within the timeframes set forth in the Adult Services Wait List Policy guidelines, and using the Adult Services Screening for Consideration for Community-Based Programs (CF-AA 1022).
- D. To accept all Budget Entity Team (Adult Services Central Office) referrals for face-to face assessments.
- E. To complete all initial face-to-face assessments on all pre-screened individuals referred by the Budget Entity Team (Adult Services Central Office) for service consideration and program application, using the Adult Services Client Assessment (CF-AA 3019).
- F. To maintain an accurate and current active ADA-HCBS Medicaid-Waiver case list.
- G. To provide newly approved consumers a choice of agencies offering case management services. Upon consumer decision, the record will be forwarded to the selected agency.
- H. To provide existing consumers at least one month prior to their annual care plan review information on the availability of case management agencies in Palm Beach County encouraging consumer choice for management of the consumer's services. The current case management agency will confirm receipt of the letter by the consumer whereby the consumer will inform the department of their decision by an identified date. If the current case management agency is not selected, the current case management agency will forward the entire record to the Department of Children and Families. The department will transfer the record to the newly selected case management agency and the case management agency will be responsible to develop the new annual care plan.

- I. To maintain a current monthly billing ledger of all provider claims submitted to the Agency for Health Care Administration, including all corrected claims and adjustments to claims for Medicaid services that were delivered to consumers being served through this Agreement.
- J. To notify, on a timely basis, the Adult Services Central Office budget staff of all waiver service terminations, service increase requests and typical monthly expenditure trends with regards to the terms of this Agreement.
- K. To complete and submit the Provider Monthly Report Form (CF-AA 1119) to Central Office the 20th day of the month immediately following the month being reported.

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

- A. Adhere to the Department of Children and Families' guidance on eligibility and referral for services, as established through the Aged and Disabled Adult (ADA) Waiver Handbook policy and the ADA Waiver format 1915(c).
- B. Assign qualified case managers in accordance with the Aged and Disabled Adult Medicaid Waiver Handbook to provide case management under the Medicaid Home and Community Based Waiver for Aged and Disabled Adults.
- C. Explain to each individual requesting consideration for ADA-HCBS Medicaid-Waiver services that the Medicaid-Waiver program maintains a centralized Waiting List on which the individual will be placed according to his or her score received through the Adult Services Screening for Consideration for Community Based Services (CF-AA 1022).
- D. Supply all new disabled adult referrals (individuals requesting Aged and Disabled Adult Home and Community Based Waiver services) with the name of the DCF Adult Services Counselor Supervisor and the phone number to the nearest DCF Adult Services unit for the individual to pursue service consideration and program screening.
- E. Maintain and permit district access to:
 - 1. A current and accurate log of all Medicaid waiver claims, activities and payments by individual consumer;
 - 2. A listing of each Medicaid waiver consumer served by full name, date of birth, Social Security ID and Medicaid ID;
 - 3. Current (within one year) Consumer Care Plans indicating present authorized service(s) and cost analysis by service on each waiver consumer serviced through this agreement; and,
 - 4. Current log of consumer terminations of service (if applicable) with cost analysis of the terminated consumer's unexpended care plan budget, date of termination and reason for termination through the Client Transfer/Termination (CF-AA 1122).
- F. Develop the Care Plan (CF-AA 1025), which must be signed by the consumer, submitted to the Adult Services & Provider Specialist for review and implement the Care Plan once final approval is received by the Adult Services Central Office that specifically outlines:
 - 1. The consumer's health conditions and treatment utilizing a Registered Nurse when appropriate;
 - 2. Challenges and impediments to the consumer's daily living functionality identified by the assessment and to be addressed with the Care Plan and reviewed by a Registered Nurse;
 - 3. Service(s) authorized;

4. The frequency and intensity of the arranged service interventions;
 5. Service gaps;
 6. Expected outcomes to be achieved;
 7. Cost analysis, by service, of those service units authorized for consumer delivery; and,
 8. The formal and informal support persons (agencies) responsible for delivering both the DCF funded services authorized by the case manager and all other non-DCF funded services.
- G. Reevaluate the Care Plan at least every six months.
- H. Minimally reassess the client annually or more often (quarterly) if significant changes in the client's situation warrant, with the Adult Services Client Assessment Instrument (CF-AA 3019) with the assistance of a Registered Nurse and amend the Care Plan and cost analysis accordingly. The Care Plan and cost analysis should be sent to the Adult Services & Provider Specialist for review prior to the implementation of revised services and costs. If the Care Plan has been amended resulting in increased costs, the case management agency must complete the Request for Approval of Care Plan Services Increase (CF-AA 1116). Once the Care Plan amended and cost increase has been approved, the provider is to make the required changes to authorized services and/or service providers as needed.
- I. Confirm receipt of a letter sent to the consumer regarding the availability of case management agencies in Palm Beach County during the annual care plan review and remind the consumer to respond to the Department of Children and Families by an identified date.
- J. Adhere to the policies and procedures as outlined in the following manuals published by the Agency for Health Care Administration: Aged and Disabled Adult Waiver Guidelines and the Medicaid Provider Reimbursement Handbook (Non-Institutional 081), including any and all attachments or updates.
- K. Conduct semi-annual client satisfaction surveys to assess the quality of services being provided by sub-contracted service providers. Surveys need to assess service satisfaction service delivery and service outcomes.
- L. Provide to the Circuit (Palm Beach County) Program Office, by the 15th of each month, a completed Provider Monthly Report (CF-AA 1119), which is a detailed expenditure report showing the number of clients served, defined units and type of services provided, cost of each service unit, number of units of service provided, totaled monthly cost of services delivered, and a year to date total cost of services delivered. This report will also include the number of active clients at the beginning of the month, the number added and deleted during the month, and the final count at the end of the month.
- M. Refer clients to the qualified direct service provider as selected by the client, whenever reasonable and possible.
- N. Issue written service authorizations to subcontracted service providers with at least 24 hours notice. The authorization will contain at a minimum:
1. Client's name;
 2. Client's address (with directions if not easily accessible);
 3. Pertinent information regarding client's health or disabilities and living situation; and,
 4. Detailed service description including frequency, duration and specific tasks to be performed.
- O. Evaluate quality of services and service documentation by the subcontracted service

provider.

- P. Hold the Department of Children and Families harmless from financial responsibility for service claims found out of compliance if they are the result of a failure by the case management agency to update, renew, or terminate a client care plan or service authorization.
- Q. 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 provider staff, volunteers, and board members bound by this service agreement make a disclosure to the undersigned provider of any relationship which may be a conflict of interest, within thirty (30) days of 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 contract.
- R. Follow-up with the undersigned on all billing errors identified by the Agency for Health Care Administration and/or the local DCF office to ensure that all void or adjustment claims are submitted no later than 45 days after each billing error has been identified by either party. Any provider error not adjusted or voided within 45 days may be adjusted or voided by the Florida Department of Children and Families' Circuit (Palm Beach County) Program Office. The provider's refusal to adjust or void erroneous claims will result in termination of this agreement.
- S. If required by 45 CFR Parts 160, 162, and 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]:
 - (a) The provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this Agreement, state or federal law.
 - (b) The provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement or applicable law.
 - (c) The provider agrees to report to the department any use or disclosure of the information not provided for by this Agreement or applicable law.
 - (d) The provider hereby assures the department that if any PHI received from the department, or received by the provider on the department's behalf, is furnished to provider's subcontractors or agents in the performance of tasks required by this Agreement, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the provider with respect to such information.
 - (e) The provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.

- (f) The provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.
- (g) The provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.
- (h) The provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the department or created or received by the provider on behalf of the department available for purposes of determining the provider's compliance with these assurances.
- (i) The provider agrees that at the termination of this Agreement, if feasible and where not inconsistent with other provisions of this Agreement concerning record retention, it will return or destroy all PHI received from the department or received by the provider on behalf of the department, that the provider still maintains regardless of form. If not feasible, the protections of this Agreement are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.
- (j) A violation or breach of any of these assurances shall constitute a material breach of this Agreement.

T. Adhere to the Adult Services' Preliminary In-house Procedures for transferring a Medicaid waiver consumer and the consumer's budget from one district to another at the consumer's request.

IV. The following services will be delivered by the Service provider in accordance with the plan of care or service authorization:

<u>Service</u>	<u>Unit Rate</u>	<u>County/Region Served</u>
A. Case Management	\$45.00 per hour	Palm Beach County
B. Case Aide	\$21.00 per hour	Palm Beach County
C. In Facility Respite	\$10.00 per hour	Palm Beach County

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, 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 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 Florida Department of Children and Families 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 Florida Department of Children and Families shall be the final authority as to the availability of funds.

C. Termination for Breach

Unless a breach is waived by the Florida Department of Children and Families in writing or the parties fail to cure the breach within the time specified by the Florida Department of Children and Families, the Florida Department of Children and Families 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.

D. Retroactive Clause

The Palm Beach County Board of County Commissioners will be providing Adult Services Home and Community Based Waiver Case Management Referral services to eligible clients beginning April 1, 2008; however, since the contract will not be signed by that time, it will require retroactive payment back to April 1, 2008.

In witness whereof, the parties have caused this eight (8) Page Memorandum of Agreement to be executed by their undersigned officials as duly authorized.

**Florida Department of Children & Families
Southeast Region, Circuit 15, Adult Services
Program Office**

**Palm Beach County, Florida, A Political
Subdivision of the State of Florida**

Perry Borman
Signature

By: _____
Addie L. Greene, Chairperson

Perry Borman
Print Name

Date: _____

Circuit Administrator (Circuit 15)
Title

SHARON R. BOCK, Clerk and Comptroller

4/7/08
Date

By: _____

Date: _____

FEDERAL ID NUMBER: 59-6000785

FISCAL YEAR END DATE: _____

Approved as to form and legal sufficiency

By: _____
Assistant County Attorney

Approved as to term and conditions

By: *[Signature]*
Department Director