

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	_____	_____	_____	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	-0-	-0-	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

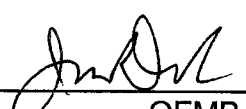
B. Recommended Sources of Funds/Summary of Fiscal Impact:

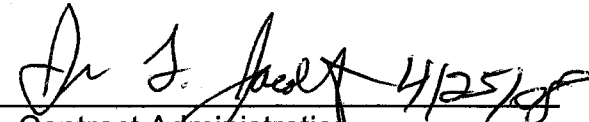
No funds required

Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 4-24-08
 OFMB
 (initials) 04/23 04/24/08

 4/25/08
 Contract Administration
 Expires 4/25/08

B. Legal Sufficiency:

 4/28/08
 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.

**AGING RESOURCE CENTER
REFERRAL AGREEMENT**

This Referral Agreement, made effective this 1ST day of April, 2008, between the Area Agency on Aging Palm Beach/Treasure Coast, Inc. (Agency) the Aging Resource Center for Planning and Service Area Nine ("ARC") and Palm Beach County Board of County Commissioners. ("Access Point"), having its principal place of business at 810 Datura Street, Suite 300, West Palm Beach, FL 33401 ("Access Point" location). The term of this Referral Agreement shall be for thirty-six (36) months commencing upon the date indicated above unless earlier terminated.

RECITALS

WHEREAS, the purpose of this agreement is to set forth the specific actions to be performed by each party in ensuring that elders and their families are able to obtain information and services in the most efficient and least cumbersome manner possible when contacting an access point prior to contacting the ARC;

WHEREAS, an access point is a local community service organization that will provide information and access to available resources;

WHEREAS, the ARC is implementing an area-wide Web-based information, referral, and eligibility system for the ARC to use in providing a coordinated and locally focused approach to integrating information and referral functions with eligibility screening and determination for federal and state funded long-term care services;

NOW THEREFORE, in consideration of the mutual duties and responsibilities contained in this Referral Agreement, the parties agree as follows:

- I. The Access Point agrees to perform the following duties and responsibilities:**
- A. Provide services in a manner that complies with all applicable federal and state laws, the ARC Operational Policies and Procedures, the impending implementation of REFER. and the Coordination Protocol (Attachment I), and is culturally appropriate.
 - B. Refer to the ARC any clients seeking publicly funded services, including long-term care.

- C. Provide information on the most appropriate alternatives, including private pay and community organizations.
- D. Safeguard individual's confidentiality in compliance with federal and state law, and comply with all requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable. Except as provided for ARC monitoring purposes, the Access Point agrees not to use or disclose any information concerning an individual who receives services or is referred under this Agreement for any purpose not conforming with federal and state regulations or this Referral Agreement, except upon written consent of the individual, or the individual's authorized representative.
- E. Permit persons duly authorized by the Agency to monitor and inspect any records, papers, documents, facilities, or goods, and services of the Access Point, to interview both individuals served by the Access Point and employees of the Access Point be assured of satisfactory performance of the terms and conditions of this agreement, in which payment was provided by the Agency using public funds.

II. The ARC agrees to perform the following duties and responsibilities:

- A. Provide for easier access to long-term care services for elders and their families by facilitating the participation of entities as Access Points, as outlined in policies and procedures.
- B. Ensure appropriate handling of long-term care service referrals from the Access Point by performing on-site monitoring visits or desktop reviews as needed.
- C. Provide the Access Point with written policies and procedures, technical assistance and training as needed.

III. Termination

- A. Termination for Convenience
Either party upon no less than sixty (60) calendar days notice, without cause, may terminate this agreement unless both parties, in writing, mutually agree upon a lesser time. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event the Access Point terminates the agreement at will, the Access Point agrees to submit, at the time it serves notice of the intent to terminate, a transition plan that identifies procedures to ensure services for clients pursuant to this agreement will not be interrupted or suspended by the termination. After

review and acceptance of the transition plan, the ARC and the Access Point agree to submit the plan to the Florida Department of Elder Affairs to be executed and in effect for 30 days.

B. Termination for Breach

Unless the breach is waived by the Agency in writing, or the Access Point fails to cure the breach within the time specified by the Agency, the Agency may, by written notice to the Access Point, terminate this contract 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. If applicable, the Agency may employ the default provisions in section 60A-1.006(3), F. A. C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of other contracts covered under this contract. The provisions herein do not limit either party's right to remedies at law or to damages of a legal or equitable nature.

IV. Assignment

The Access Point shall not assign or otherwise transfer its duties or responsibilities under this Referral Agreement to any entity without the prior written approval of the ARC.

V. Amendments

Any modifications or amendments to this Referral Agreement shall be in writing and signed by both parties.


IN WITNESS WHEREOF, the parties have executed this four-page Referral Agreement as of the date specified below. Each party represents and warrants that its respective signatory is dully authorized to execute this Referral Agreement on its behalf.

PROVIDER: Palm Beach County,
Subdivision of the State of
Florida

**Area Agency on Aging of Palm
Beach/ Treasure Coast**

SIGNED
BY:

SIGNED
BY:



Addie L. Greene, Chairperson

TITLE:
President

DATE:

DATE:
4/3/08

SHARON R. BOCK, Clerk and
Comptroller

BY:

DATE: _____

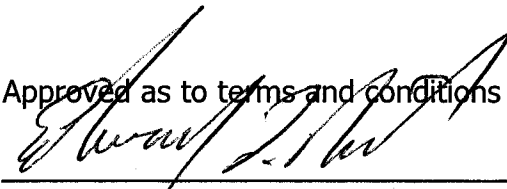
FEDERAL ID NUMBER: 59-6000785

FISCAL YEAR END DATE: _____

Approved as to form and legal sufficiency

Assistant County Attorney

Approved as to terms and conditions



Department Director

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

Coordination Protocol

The primary goal of this phase of the Aging Resource Center (ARC) transition is to centralize, *to the greatest extent possible*, the application of the 701A assessment instrument, the management of program wait lists and the triaging of clients for service. The purpose of centralizing these functions is to provide a more comprehensive, consistent approach to assessing client needs and prioritizing clients for service.

I. Intake

Commencing with the designated transition date for each provider agency, the ARC will be responsible for completing 701As for all clients to be newly enrolled as APCL, enrolling these clients as APCL in CIRTS for all appropriate programs and services.

Where providers have funding to open clients in a program and there is no need to complete a 701A, the ARC will refer clients directly to the provider for comprehensive assessment and enrollment. The provider will be responsible for assessing these clients and enrolling them in CIRTS for those program services that are immediately available. Should the provider determine that a client also needs additional DOEA-funded services for which there are waiting lists, the provider will immediately notify the ARC so that the ARC can enroll these clients as APCL in CIRTS for the appropriate programs and services.

If an active client calls the ARC requesting additional services for which there is a waiting list, the ARC will enroll that client on the appropriate wait list and will notify the provider agency by fax. However, a 701A will not be completed for these clients.

To the greatest extent possible, all 701As should be completed by the ARC. Callers can be transferred live to the ARC, can contact the ARC directly or the provider can transmit a message to the ARC to call the client (see Attachment IA). The provider may complete a 701A in instances where it would cause a ***significant inconvenience*** for the client to have the ARC complete the 701A. ***In such cases, the provider will transmit the 701A to the ARC for CIRTS data entry.***

II. Wait List Management

The ARC will maintain the wait lists for all programs with the exception of OAAC1 and non-registered OAA Programs. Commencing with the designated transition date for each provider agency, the ARC will be responsible for all required reassessments of clients on the wait list, who are not active in any program. The provider is responsible for all wait list reassessments due up until the transition date. Program managers will work with providers to establish a reasonable time frame for completion of these assessments.

Providers' access to wait list information and reports in CIRTSS for their service area remains unchanged.

Since the ARC will be responsible for reassessing clients on the wait list, it will be necessary for the provider agencies to provide client records to the ARC for all wait list clients enrolled prior to the transition date. (These records, at a minimum, will contain a handwritten completed Form 701-A.) These records shall be provided to the ARC by April 30, 2008.

III. Triage (Prioritizing/Opening new clients)

Providers will notify the ARC when funding is available to add new clients; the ARC will determine the clients who will receive services, based on the applicable prioritization criteria. The provider will notify the ARC by e-mail of the number of clients they wish to add. The ARC will prescreen clients before forwarding names to the provider by e-mail.

When the provider agency completes a 701-B assessment of these clients, those with a priority rank of 3, 4 or 5 may be placed on active status for services. However, if the 701-B indicates their priority rank is only 1 or 2, these clients will be placed back on the wait list, unless they remain the highest ranking on the wait list.

IV. APS Referrals

The ARC will contact all intermediate and low risk clients referred by APS and complete a 701A for all consenting clients. However, if the client does not have a telephone, the ARC will request the assistance of the provider in completing the 701A. Should an intermediate or low risk APS referral be received for an active client, the ARC will notify the responsible provider agency by e-mail.

APS high risk referrals will continue to be transmitted to and handled by the lead agencies.

ARC Referral for Initial Intake

Date & Time of call:

Client Name:

Phone #: _____

Who to Contact (if different from client)

Name & Relationship to client:

Phone #: _____

Referral Source (Caller, if different from who to contact)

Name & Relationship to client:

Phone # _____

Brief Description of services being requested:

Completed by: _____

EMERGENCY CERTIFICATION FOR RETROACTIVE PAYMENT

Background

The Area Agency is awarding the Palm Beach County Board of County Commissioners Older Americans Act funds for the 2008 program year. The purpose of these funds is to service at risk clients who are in danger of nursing home placement. Eligibility guidelines are outlined in the Department of Elder Affairs Client Services Manual.

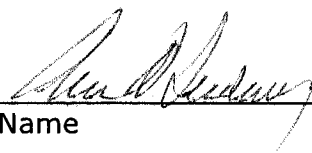
Justification

The Palm Beach County Board of County Commissioners will be providing OAA services to OAA eligible clients beginning January 1, 2008; however, since the contract will not be signed by that time, it will require certification for retroactive payment back to January 1, 2008. The provision of these services will aid the client and/or caregiver in remaining independent and prevent or delay institutionalization.

Certification

I hereby certify this situation to constitute an emergency pursuant to Chapter 287, Florida Statutes, and approve payment of the contract between the Area Agency on Aging and the Palm Beach County Board of County Commissioners starting January 1, 2008.

BELOW TO BE FILLED OUT BY THE AREA AGENCY ON AGING


Name

President
Title

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

4/3/08
Date