

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: February 5, 2013   [X] Consent [ ] Regular
                                   [ ] Ordinance [ ] Public Hearing

Department
Submitted By:   Community Services
Submitted For:  Division of Senior Services
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I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:**

- A) Service Agreement/Subcontract with American Eldercare, Inc. (AEC), for the Division of Senior Services (DOSS) to provide community-based assistance as a service provider effective February 5, 2013; and
- B) Addendum to modify the agreement to comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

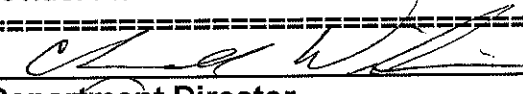
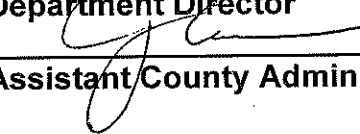
**Summary:** DOSS has the program and facility capacity to provide community-based services to AEC clients. DOSS will offer Adult Day Care, Congregate Meals, Case Management, and In-Home Services at a reimbursement rate of \$60.00 per day for Adult Day Care, \$6.00 per Congregate Meal at a designated meal site, \$150.00 for Case Management per client per month and \$18.00 per hour for various In-home services on an as-needed basis. This will enable DOSS to generate an estimated revenue base of \$45,696 per year, independent from grants and County match. No County funds are required. DOSS is entering into this agreement to provide utilization of services to more seniors as well as allow for easy accessibility to services. This agreement allows DOSS to become a vendor with AEC, a Palm Beach County-based company since 2003, headquartered in Delray Beach. They are Florida's largest contractor for DOEAs Long Term Care Diversion Program. They currently provide services to over 4,500 seniors in 40 counties in the state, in all 11 planning and service areas of DOEA. This agreement is non-competitive. The Long Term Care Diversion Programs are available to other qualified care providers. To improve the efficiency of the health care system, DOEA includes HIPAA Administrative Simplification provisions that mandate privacy protections for individually identifiable electronic health information. (DOSS) Countywide (TKF)

**Background and Justification:** American Eldercare, Inc. is contracted with DOEA to provide healthcare and related services under their Long Term Care Diversion Program. The Long Term Care Diversion Program provides frail elders with safe, appropriate community based support. DOSS will subcontract with AEC to assist seniors in need, not served under DOSS grants. DOSS has the capacity within Adult Day Care, Congregate Meal locations and Case Management Services to serve additional seniors independent from grant funds. As a service provider, DOSS will afford eligible seniors with help to avoid long term placement in a nursing facility.

**Attachments:**

- 1. Service Agreement/Subcontract
- 2. HIPAA Network Provider Addendum

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Recommended By:  1/24/13
                 Department Director                               Date
Approved By:    
                 Assistant County Administrator                 Date

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**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	30,464	45,696	45,696	45,696	45,696
External Revenue	(30,464)	(45,696)	(45,696)	(45,696)	(45,696)
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes \_\_\_\_\_ No  X

Budget Account No.:

Fund 1006 Dept 144 Unit 1445 Object Var. Program Code Var. Program Period \_\_\_\_\_

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

Adult Day Care will average 248 days at 6 hours a day for 2 clients at \$10 per hour. Congregate Meals will average 248 days at 1 meal per day for 2 clients at \$6.00 per meal. Case Management will average 2 clients (2 hours per month) for 12 months at \$150 per month. In-Home Services will average 5 hours per week for 2 clients at \$18 per hour.

**C. Departmental Fiscal Review:** TM  
 Taruna Malhotra, Director, Financial & Support Svcs.

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

[Signature] 1/24/13  
 OFMB 1/24/13  
 cc

[Signature] 1/31/13  
 Contract Development and Control  
 1-31-13 B. Wheeler

**B. Legal Sufficiency:**

[Signature] 1/31/13  
 Chief Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT  
FUND 1006 DOSS - Administration

BGRV - 144- 112812\*127  
BGEX - 144- 112812\*472

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 1/15/13	REMAINING BALANCE
<b>REVENUES</b>								
<b>DOSS-Long Term Care Diversion Program</b>								
144-1445-4699	Charge Services Other Human Services	0	0	30,464		30,464		
	<b>Total Receipts and Balances</b>	<b>7,592,929</b>	<b>7,691,921</b>	<b>30,464</b>	<b>0</b>	<b>7,722,385</b>		
<b>EXPENDITURES</b>								
<b>DOSS-Long Term Care Diversion Program</b>								
144-1445-3401	Other Contractual Services	0	0	30,464		30,464	0	30,464
	<b>Total Appropriations &amp; Expenditures</b>	<b>7,592,929</b>	<b>7,691,921</b>	<b>30,464</b>	<b>0</b>	<b>7,722,385</b>		

Signatures

Date

By Board of County Commissioners  
At Meeting of February 5, 2013

COMMUNITY SERVICES

INITIATING DEPARTMENT/DIVISION Channell Wilkins

*Jaune Malhotra*

Administration/Budget Department Approval

*Channell Wilkins*

OFMB Department - Posted

Deputy Clerk to the  
Board of County Commissioners

**AMERICAN ELDERCARE, INC.**  
**SERVICE AGREEMENT/SUBCONTRACT**

THIS AGREEMENT is made this 19th day of November, 2012 between American Eldercare, Inc. (AEC) and Palm Beach County Board of County Commissioners (hereinafter called PROVIDER”).

WHEREAS, AEC has for one purpose to operate their Long Term Care Plan (LTC) under which MEMBERS may be provided with home and community based services, medical services and institutional care, and;

WHEREAS, PROVIDER warrants that PROVIDER and provider’s representatives are not (i) currently excluded, debarred, or otherwise ineligible to participate in any federal or state health care programs, including, but not limited to Medicaid; (ii) convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the federal or state health care programs; and (iii) under investigation or otherwise aware of any circumstances which may result in PROVIDER or any of provider’s representatives being excluded from participation in the state or federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and PROVIDER shall immediately notify AEC of any change in the status of the representation and warranty set forth in this Section. Any breach of this representation and warranty shall give AEC the right to terminate this Agreement immediately for cause.

WHEREAS, AEC desires to utilize the services of PROVIDER and PROVIDER is willing to provide such services; and

WHEREAS, AEC and PROVIDER mutually desire to preserve patient dignity while delivering such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms contained herein, the parties agree as follows:

**1. PROVIDER SERVICES**

- A) PROVIDER agrees to render all of the services, facilities, and equipment (hereinafter called “PROVIDER SERVICES”) ordered by AEC for its MEMBERS who are admitted to PROVIDER’s facility or referred for services.
- B) A detailed list of PROVIDER SERVICES covered under this Agreement is attached as Schedule A, “PROVIDER SERVICES”, and made a part herein.
- C) AEC and PROVIDER may mutually agree in writing at any time to increase or decrease the PROVIDER SERVICES made available hereunder.
- D) PROVIDER agrees to provide timely access to all services and appointments.

## 2. COMPENSATION

- A) The rates to be charged by PROVIDER for PROVIDER SERVICES provided to MEMBERS shall be described in Schedule B, "PROVIDER FEES". Schedule B is attached and made a part hereof. No charge will be made by PROVIDER to AEC's MEMBERS for SERVICES covered under this Agreement (except for nursing homes and ALFs who will bill the MEMBER for the patient responsibility as determined by the Florida Dept of Children and Family Services). Notwithstanding the foregoing, none of these funds are intended to serve as payment, directly or indirectly, by AEC or Provider under any physician incentive plan to a physician or physician group in an attempt to induce the reduction or limit medically necessary services furnished to a Member. Should AEC or Provider be involved in any such provider incentive plans, as listed in 42 CFR 417.479 (h)(I) and 42 CFR 412.479 (I) at times indicated in 42 CFR 417.479 (d)-(g), all such arrangements must be submitted to the Department of Elder Affairs ("Department") for approval, in writing, prior to implementation. Additionally, the parties acknowledge and agree that no provision contained herein prohibits a physician from providing inpatient services in a contracted hospital to a Member if such services are deemed medically necessary and within the scope of any such agreement (Pursuant to Section 641.315 (9), Florida Statutes).
- B) PROVIDER shall bill AEC for the PROVIDER SERVICE deductibles/co-payments rendered to MEMBER according to the rates and fees described in Schedule B. The billing statement shall be on the PROVIDER's customary billing form and shall include: detailed and descriptive medical, service and patient data; and identifying information.
- C) RELEASE OF (MEMBER) FINANCIAL LIABILITY. PROVIDER hereby agrees that pursuant to 42 CFR 447.15 and Section 641.3154 of the Florida Statutes, in no event, including, but not limited to non-payment by AEC, insolvency or breach of this Agreement, shall PROVIDER bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any MEMBER, subscriber/enrollee, persons acting on their behalf, the Department, Agency for Health Care Administration ("Agency") or the U.S. Department of Health and Human Services ("DHHS") for the services provided pursuant to this Agreement. This provision shall not prohibit collection by nursing home and ALF providers of the patient responsibility as determined by DCFS from the MEMBER.
- PROVIDER further agrees that (1) this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the AEC MEMBER as third party beneficiaries and that (2) this provision supersedes any purported prior, present, or future oral or written agreements inconsistent with the term hereby between PROVIDER and MEMBER or persons acting on their behalf.
- D) The PROVIDER shall not charge for any service provided to the MEMBER at a rate in excess of the rates established in Schedule B and in accordance with Section 1128B(d)(1), Social Security Act (enacted by Section 4704 of the Balanced Budget Act of 1997).

- E) All billing by PROVIDER shall be submitted no later than 120 days from date of service to be considered for payment by AEC. AEC agrees to make payment to PROVIDER in accordance with 641.3155, Florida Statutes; 42 CFR 447.46; 42 CFR 447.45 (d)(2); 42 CFR 447.45 (d)(3); 42 CFR 447.45 (d)(5); and 42 CFR 447.45 (d)(6).
- F) AEC retains all rights to seek payment from any third parties as provided in 409.910, Florida Statutes.

### **3. MEMBER GRIEVANCES**

In addition to AEC's internal mechanisms for monitoring services rendered to enrollees, any complaints received by PROVIDER with respect to the provision of PROVIDER SERVICES will be brought to the attention of the appropriate AEC officials. AEC shall, in accordance with its regular procedures, investigate any complaints and use its best efforts to resolve them in a fair and equitable manner. Notice shall be made to PROVIDER of the resolution.

### **4. RECORDS**

- A) PROVIDER shall maintain an adequate record system that complies with the customary standard of the industry. The record system shall record services, charges, dates and all other commonly accepted information elements for services rendered to AEC's MEMBERS.
- B) PROVIDER agrees to maintain all records for a period of five years from the termination of this contract and to further retain any records beyond the five year period, if the records are under review or audit until the review or audit is completed.
- C) AEC reserves the right to require PROVIDER to maintain and provide to AEC any reports and clinical information that AEC deems necessary for MEMBER care.

### **5. CONFIDENTIALITY OF RECORDS**

PROVIDER and AEC agree to maintain the confidentiality of MEMBER's medical records so as to comply with all state and federal laws regarding confidentiality, including 42 CFR, Part 431, Subpart F and 42 CFR 438.224. AEC shall have the right upon request to inspect at all reasonable times, any billing and medical records maintained by PROVIDER pertaining to AEC MEMBERS, providing, however that PROVIDER shall not be required to disclose the medical records of any MEMBERS without the MEMBER's prior written consent.

PROVIDER agrees to safeguard information about MEMBER's in accordance with 42 CFR, Part 431, Subpart F and 42 CFR 438.224 as outlined in the attached HIPAA Network Provider Agreement.

The parties further acknowledge and agree that this Agreement will in no way restrict the PROVIDER's ability to communicate information to the patient regarding medical care or treatment options for the patient when the PROVIDER deems knowledge of such information by the patient to be in the best interest of the health of the patient.

## **6. QUALITY ASSURANCE**

- A) AEC has the right to monitor all services provided to AEC MEMBERS by PROVIDER.
- B) PROVIDER agrees to participate in any internal and external quality assurance, utilization review, peer review, and grievance procedures established by AEC.
- C) AEC has the right to request current documentation to assure that all of the PROVIDERS licensed professionals are credentialed in accordance with AEC and the Department of Elder Affairs.
- D) AEC and PROVIDER agree that the Department, Agency and DHHS may evaluate through inspection or other means the quality, appropriateness, and timeliness of service performed. The inspection may also include a review of any records pertinent to the contract between the Department and AEC.

## **7. PUBLICITY**

PROVIDER agrees that AEC may list PROVIDER's name, address, telephone number and a description of its facilities and services in AEC's list of participating providers.

## **8. INSURANCE**

PROVIDER, at its sole cost and expense, shall procure and maintain such policies of general liability, professional liability, worker's compensation and other insurance as shall be necessary to insure it and its employees against any claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of PROVIDER SERVICES, the use of any property and facilities provided by PROVIDER and activities performed by PROVIDER, in connection with this Agreement. Copies of such policies shall be delivered to AEC upon request. PROVIDER will give AEC at least thirty (30) days advance notice of the cancellation of said policies. Failure, refusal or inability to replace insurance shall be grounds for terminating this agreement by AEC.

## **9. INDEMNIFICATION OF PARTIES**

The parties mutually agree to indemnify and hold the other, the Department, Agency, DHHS, its members, officers, directors, employees and agents as third party beneficiaries free and harmless of, from and against any and all claims and all costs or expenses whatsoever including court costs and reasonable attorneys fees, which may arise out of and/or be incurred in connection with, any actual or alleged malpractice or neglect or otherwise arising as a result of any action or inaction caused or alleged to have

been caused by the indemnifying party or any of its personnel, in performance or omission of any act or responsibility assumed or deemed to be assumed by such party pursuant to this Agreement. This clause shall survive the termination of this agreement, including breach due to insolvency.

**10. TERM OF AGREEMENT**

This Agreement shall commence on the first day of the month after which all signatures have been obtained and shall continue in effect unless terminated by either party by notice sent by certified or registered mail at least sixty (60) days prior to the cancellation date, a copy of which will be filed simultaneously with the Department. Additionally, if such termination is by AEC and without cause, a copy of the notice must be filed simultaneously with the Department of Financial Services (Pursuant to Section 641.315 (2)(b), Florida Statutes). However, the parties shall not be required to give such 60 day notice if a Member's health is subject to imminent danger or a provider's ability to practice medicine is effectively impaired, by the board of medicine or other government agency, in which case, notification must be provided to the Agency immediately. These provisions shall not be construed to terminate any rights to compensation for PROVIDER SERVICES rendered prior to termination. It is further agreed that AEC's non-payment for goods or services rendered by PROVIDER to AEC shall not be a valid reason for avoiding this sixty day notice of cancellation (Pursuant to Section 641.315 (2)(a)(2), Florida Statutes).

The Agreement will automatically renew on an annual basis contingent upon credentialing and re-credentialing. In the event either party expresses an interest to renegotiate the terms of the Agreement; such will commence after the second anniversary of the commencement date of this Agreement. Both parties agree to negotiate in good faith for 60 days. If the parties fail to mutually agree to any requested changes, then either party may terminate this agreement in accordance with the 60 day cancellation notice above.

**11. MODIFICATION**

This Agreement, and the attachments hereto, constitute the entire understanding of the parties hereto and no changes, amendments, other than a regulatory amendment pursuant to Section 14 of this Agreement, or alterations shall be effective unless in writing and signed by both parties.

**12. INDEPENDENT CONTRACTOR RELATIONSHIP**

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purposes of effecting the provisions of this Agreement. Neither the parties hereto, nor any of their respective associates, employees, or agents shall be construed to be the agent, the employer or the representative of the other. The parties do however, understand and agree that AEC, the Department, the Agency, and CMS will pursuant to this Agreement



and the Long Term Care Diversion Contract, between the Agency and AEC, exert certain requirements on PROVIDER.

**13. ASSIGNABILITY**

This Agreement and all of the rights, obligations, interests and benefits hereunder, being intended to secure the services of PROVIDER, shall not be assigned, transferred, pledged or hypothecated in any way by the PROVIDER, including by way of an asset or stock purchase of the PROVIDER, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the approval of AEC. This Agreement and all obligations hereunder may be assigned by AEC. This provision does not prohibit PROVIDER from selling its facilities if PROVIDER gives at least 60 days advance notice of said sale. Additionally, nothing contained herein shall prohibit PROVIDER from contracting with other long term care diversion programs (Pursuant to Section 641.315 (10), Florida Statutes) nor shall it prohibit or restrict any health care provider from entering into a commercial contract with any other provider (Pursuant to Section 641.315 (6), Florida Statutes).

**14. REGULATORY AMENDMENT**

AEC may amend this Agreement to comply with applicable statutes and regulations, and shall give notice to PROVIDER of such amendment and its effective date. Any such regulatory amendment will become effective unless PROVIDER notifies AEC in writing within fifteen (15) days from receipt, of PROVIDER's rejection of any such regulatory amendment. PROVIDER's rejection of a regulatory amendment will constitute cause for termination of this Agreement by AEC pursuant to Section 10 of this Agreement.

**15. NOTICE**

Any and all notices required to be given pursuant to the term of this Agreement must be given by United States mail, postage prepaid, return receipt requested, at the following:

For AEC:                    Robert G. Schemel, President  
                                  American Eldercare, Inc.  
                                  14565 Sims Road  
                                  Delray Beach, Florida 33484

For PROVIDER:        Palm Beach County Board of County Commissioners  
                                  Division of Senior Services  
                                  810 Datura Street, Suite 300  
                                  West Palm Beach, FL 33401

**16. SUBJECT TO LONG TERM CARE DIVERSION CONTRACT**


PROVIDER acknowledges that AEC has entered into a Long Term Care Diversion Contract with the Department and Agency. PROVIDER agrees to waive the enforcement of any provision of this contract that is in conflict with the specifications of the LTC Diversion contract. PROVIDER further agrees that unless terminated by AEC, PROVIDER shall provide services through the term of the capitation period for which the Agency has paid AEC.

**17. MISCELLANEOUS**

- A) Discrimination. AEC does not discriminate with respect to participation, reimbursement, or indemnification as to any provider who is acting within the scope of the provider's license or certification under applicable state law, solely on the basis of such license, or certification, in accordance with Section 4704 of the Balanced Budget Act of 1997.
- B) Choice of Law and Invalid Provisions. This Agreement is made and delivered in, and shall be governed by and construed in accordance with, the applicable laws of the State of Florida and if any term or part of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, the parties agree that such invalid, illegal or unenforceable provision(s) may be severed from this Agreement without, in any manner, affecting the remaining portions hereof.
- C) Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties.
- D) Waiver. A waiver by any party of any of the terms and conditions hereof shall not be construed as a general waiver by such party and such party shall be free to reinstate any such term or condition, with or without notice to the other party.
- E) Number, Gender. When the context of this Agreement requires, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.
- F) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any and all prior agreements, arrangements or understandings, written or oral, between the parties with respect to the same subject matter. Except as set forth in this Agreement, neither party has made any representation to the other with respect to the employment relationship.

IN WITNESS WHEREOF, the parties have executed this Agreement:

**AMERICAN ELDERCARE, INC.**

BY:  DATE: 11/19/12  
Debbie Lynott

TITLE: COO/Senior Vice President

**PROVIDER**

PROVIDER NAME Palm Beach County Board of County Commissioners

Type of Services Lead Agency

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: Steven L. Abrams

TITLE: Chairman

**APPROVED AS TO TERMS  
AND CONDITIONS**

BY:   
**DEPARTMENT HEAD**

**APPROVED AS TO TERMS  
AND CONDITIONS**

  
**COUNTY ATTORNEY**



# American Eldercare Inc.

## Long-Term Care Community Diversion Expansion Request Subcontractor Confirmation Letter

I, Steven L. Abrams hereby verify that **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS** is a subcontracted entity/participant in the Long-Term Care Community Diversion Pilot Project provider network for American Eldercare, Inc. in the following county (ies) of service:

<input type="checkbox"/> Alachua	<input type="checkbox"/> Baker	<input type="checkbox"/> Bay	<input type="checkbox"/> Bradford	<input type="checkbox"/> Brevard	<input type="checkbox"/> Broward
<input type="checkbox"/> Calhoun	<input type="checkbox"/> Charlotte	<input type="checkbox"/> Citrus	<input type="checkbox"/> Clay	<input type="checkbox"/> Collier	<input type="checkbox"/> Columbia
<input type="checkbox"/> Desoto	<input type="checkbox"/> Dixie	<input type="checkbox"/> Duval	<input type="checkbox"/> Escambia	<input type="checkbox"/> Flagler	<input type="checkbox"/> Franklin
<input type="checkbox"/> Gadsden	<input type="checkbox"/> Gilchrist	<input type="checkbox"/> Glades	<input type="checkbox"/> Gulf	<input type="checkbox"/> Hamilton	<input type="checkbox"/> Hardee
<input type="checkbox"/> Hendry	<input type="checkbox"/> Hernando	<input type="checkbox"/> Highlands	<input type="checkbox"/> Hillsborough	<input type="checkbox"/> Holmes	<input type="checkbox"/> Indian River
<input type="checkbox"/> Jackson	<input type="checkbox"/> Jefferson	<input type="checkbox"/> Lafayette	<input type="checkbox"/> Lake	<input type="checkbox"/> Lee	<input type="checkbox"/> Leon
<input type="checkbox"/> Levy	<input type="checkbox"/> Liberty	<input type="checkbox"/> Madison	<input type="checkbox"/> Manatee	<input type="checkbox"/> Marion	<input type="checkbox"/> Martin
<input type="checkbox"/> Miami-Dade	<input type="checkbox"/> Monroe	<input type="checkbox"/> Nassau	<input type="checkbox"/> Okaloosa	<input type="checkbox"/> Okeechobee	<input type="checkbox"/> Orange
<input type="checkbox"/> Osceola	<input checked="" type="checkbox"/> Palm Beach	<input type="checkbox"/> Pasco	<input type="checkbox"/> Pinellas	<input type="checkbox"/> Polk	<input type="checkbox"/> Putnam
<input type="checkbox"/> St. Johns	<input type="checkbox"/> St. Lucie	<input type="checkbox"/> Santa Rosa	<input type="checkbox"/> Sarasota	<input type="checkbox"/> Seminole	<input type="checkbox"/> Sumter
<input type="checkbox"/> Suwannee	<input type="checkbox"/> Taylor	<input type="checkbox"/> Union	<input type="checkbox"/> Volusia	<input type="checkbox"/> Wakulla	<input type="checkbox"/> Walton
<input type="checkbox"/> Washington					

I confirm that the above-named entity will be providing the service(s) indicated below for enrollees in the Long-Term Care Community Diversion Pilot Project on behalf of American Eldercare, Inc.

### Service(s) being provided: Check all that apply:

<input checked="" type="checkbox"/> Adult Companion Services	<input checked="" type="checkbox"/> Adult Day Health	<input type="checkbox"/> Assisted Living Services
<input checked="" type="checkbox"/> Chores Services	<input type="checkbox"/> Consumable Medical Supplies	<input type="checkbox"/> Dental Services
<input type="checkbox"/> Environmental Access/Adaptation	<input checked="" type="checkbox"/> Escort Services	<input type="checkbox"/> Family Training Services
<input type="checkbox"/> Financial Assessment/Risk Mgt	<input type="checkbox"/> Hearing Services	<input checked="" type="checkbox"/> Home Delivered Meals
<input checked="" type="checkbox"/> Homemaker Services	<input type="checkbox"/> Nursing Facility	<input type="checkbox"/> Nutrition/Risk Reduction
<input type="checkbox"/> Occupational Therapy	<input type="checkbox"/> Personal Care	<input checked="" type="checkbox"/> Transportation
<input type="checkbox"/> Physical Therapy	<input type="checkbox"/> Respite Care	<input type="checkbox"/> Speech Therapy
<input type="checkbox"/> Vision Services	<input checked="" type="checkbox"/> Congregate Meals	<input checked="" type="checkbox"/> Care Management

Steven L. Abrams

(Print Name)

Chairman

(Position Title)

(Date)

### Subcontractor Information (as it appears on license)

Entity Name: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS	
DBA: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS	
Address: 810 Datura Street	
City: West Palm Beach	FL Zip: 33401
Business Telephone Number: 561-355-4746	Ext.:
Alternate Telephone Number: 561-355-4753	<input type="checkbox"/> Cell <input type="checkbox"/> Business <input checked="" type="checkbox"/> Other
Service County: Palm Beach	License Expiration Date: 3/19/2014

**Provider Abuse, Neglect & Exploitation Questionnaire**  
**Please check the box that best describes your agency**

- Our licensure requires that we provide Abuse, Neglect and Exploitation to our direct care staff upon orientation and annually. We are current with this requirement.
- Our licensure requires that we provide Abuse, Neglect and Exploitation to our direct care staff upon orientation only. We are current with this requirement. We can meet the requirement by adding this training as part of our annual in-services for staff.
- Our licensure does not require Abuse, Neglect and Exploitation Training; however our agency policy and procedures require our staff to have this in-service training upon orientation and annually. We are current with this requirement.
- Our licensure does not require Abuse, Neglect and Exploitation Training however, we work with another Long-Term Care Diversion Contractor and they have provided our staff with the required training.
- Our licensure does not require Abuse, Neglect and Exploitation Training, and we would like American Eldercare to assist us in providing this annual training to our staff..
- Our agency does not provide direct care services. Therefore, we are not mandated to provide Abuse, Neglect and Exploitation Training to our staff.

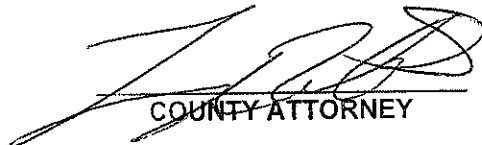
Name of Agency: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

Print name: Steven L. Abrams

Signature: \_\_\_\_\_

Title: Chairman Date: \_\_\_\_\_

APPROVED AS TO TERMS  
AND CONDITIONS

  
COUNTY ATTORNEY

**American Eldercare, Inc.**  
**Long-Term Care Diversion Plan**  
**HIPAA Network Provider Agreement**

This Addendum is effective on \_\_\_\_\_, 2012 and amends and is made part of the Agreement by and between American Eldercare, Inc. ("AEC") and Palm Beach County Board of County Commissioners (hereinafter called "PROVIDER").

AEC and PROVIDER agree to modify the Service Agreement/Subcontract, in order to comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in 45 CFR, Parts 160-164. In the event of conflicting terms or conditions, this Addendum shall supersede the Agreement.

1. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meanings given to them in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR") and are incorporated herein by reference.

2. Use and Disclosure of Protected Health Information. PROVIDER shall use and/or disclose Protected Health Information ("PHI") only to the extent necessary to satisfy PROVIDER's obligations under this Agreement.

3. Prohibition on Unauthorized Use or Disclosure of PHI. PROVIDER shall not use or disclose any PHI received from or on behalf of AEC, except as permitted or required by this Agreement or as otherwise authorized in writing by AEC. PROVIDER shall comply, at all times, with AEC's health information privacy and security policies and procedures.

4. Provider's Operations. PROVIDER may use PHI it creates or receives for or from AEC only to the extent necessary for PROVIDER's proper management and administration or to carry out PROVIDER's legal responsibilities. PROVIDER may disclose such PHI as necessary for PROVIDER's proper management and administration or to carry out PROVIDER's legal responsibilities only if:

- (a) The disclosure is required by law; or
- (b) PROVIDER obtains reasonable assurance, evidenced by written contract, from any person or organization to which PROVIDER shall disclose such PHI that such person or organization shall:
  - (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which PROVIDER disclosed it to the person or organization or as required by law; and
  - (ii) Notify PROVIDER (who shall in turn promptly notify AEC) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

5. Health Information Safeguards. PROVIDER shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of AEC.

6. Electronic Health Information Security and Integrity. PROVIDER shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, section 1320d-2 (d) of the United States Code and Title 45, Part 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of AEC pertaining to an Individual. PROVIDER shall document and keep these security measures current.

7. Protection of Exchanged Information in Electronic Transactions. If PROVIDER conducts any Standard Transactions for or on behalf of AEC, PROVIDER shall comply, and shall require any subcontractor or agent conducting such Standard Transactions to comply, with each applicable

requirement of Title 45, Part 162 of the CFR. PROVIDER shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of AEC that: (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard; (b) adds any Health Information elements or segments to the maximum defined Health Information set; (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or (d) changes the meaning or intent of the Standard's Implementation Specification(s).

8. Subcontractors and Agents. PROVIDER shall require each of its subcontractors or agents to whom PROVIDER may provide PHI or Health Information received from or on behalf of AEC to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on PROVIDER by this Agreement.

9. Access to Health Information by Individuals. PROVIDER shall permit an Individual to inspect and copy PHI in PROVIDER's custody or control that pertains to such Individual. PROVIDER shall establish procedures providing for such access that at a minimum comply with Title 45, Part 164, Subpart E, Section 164.524 of the CFR.

10. Accounting to Agency and to Government Agencies. PROVIDER shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of AEC available to AEC and to HHS or its designee for the purpose of determining Business PROVIDER's compliance with the provisions of Title 45, Parts 160 and 164 of the CFR.

11. Correction of Health Information. PROVIDER shall, upon receipt of notice from AEC, promptly amend or correct PHI received from or on behalf of AEC.

12. Reporting. PROVIDER shall report to AEC any use or disclosure of Individually Identified Health Information not authorized by this Agreement or in writing by AEC. PROVIDER shall make the report to AEC's Privacy Official not less than 24 hours after PROVIDER learns of such unauthorized use or disclosure. PROVIDER's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use or received the unauthorized disclosure; (d) identify what PROVIDER has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action PROVIDER has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by AEC's Privacy Official.

13. Right to Terminate for Breach. AEC shall have the right to terminate this Agreement if it determines, in its sole discretion, that PROVIDER has violated any provision of Title 45, Parts 160 and 164 of the CFR. AEC may exercise this right by providing written notice to PROVIDER of termination, with such notice stating the violation of the provisions of Title 45, Parts 160 and 164 of the CFR, that provides the basis for the termination. Any such termination shall be effective immediately or at such other date specified by AEC in such notice.

14. Return or Destruction of Health Information. Upon termination, cancellation, expiration or other conclusion of this Agreement, PROVIDER, if feasible, shall return to AEC or destroy all PHI and all Health Information, in whatever form or medium (including in any electronic media under PROVIDER's custody or control), that PROVIDER received from or on behalf of AEC, including any copies of and any Health Information or compilations derived from and allowing identification of such PHI or such Health Information. PROVIDER shall complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination, cancellation, expiration or other conclusion of this Agreement. Within such 30-day period, PROVIDER shall certify on oath in writing to AEC that such return or destruction has been completed or, if return or destruction is not feasible written justification explaining why such PHI could not be returned or destroyed.

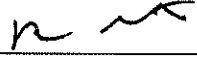
15. Continuing Obligations. PROVIDER obligation to protect PHI and Health Information received from or on behalf of AEC shall be continuous and shall survive any termination, cancellation, expiration or other conclusion of this Agreement.

16. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Agreement shall automatically amend such that the obligations imposed on PROVIDER as a PROVIDER remain in compliance with such regulations.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as dated.

AMERICAN ELDERCARE, INC.

PROVIDER

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Print Name: Debbie Lynott

Print Name: Steven L. Abrams

Title: COO/Senior Vice President

Print Title: Chairman

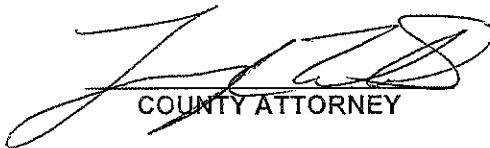
Date: 11/19/12

Date: \_\_\_\_\_

APPROVED AS TO TERMS  
AND CONDITIONS

BY:   
DEPARTMENT HEAD

APPROVED AS TO TERMS  
AND CONDITIONS

  
COUNTY ATTORNEY



LONG TERM CARE PLAN  
SCHEDULE A

PROVIDER SERVICES  
**HOME DELIVERED MEALS**

Palm Beach County Board of County Commissioners  
HOME DELIVERED MEALS

Nutritionally sound meals to be delivered to residences of a member who has difficulty shopping for or preparing food without assistance. Each meal is designed to provide 1/3 of the Recommended Dietary Allowance (RDA). Home delivered meals may be hot, cold, frozen, dried, or canned with a satisfactory storage life.

PROVIDER agrees to provide members with home delivered meals which are limited to preparation and delivery. Services will be provided upon receiving a written from the AEC Care Manager. Authorization will indicate the start date for services. Services will begin within five (5) business days of receiving a written authorization. A signature will be obtained from the member or caregiver upon delivery of meals. Members must contact their Care Manager to make any changes to their meal delivery.

While providing services, it is the responsibility of the provider to comply with policies and personnel qualifications and meet the food service standards as defined in Chapters 500 and 509 in the Florida Statutes.

PROVIDER will inform AEC staff of any changes or concerns they may identify while providing services to a member in order to ensure that their needs are being met. This includes notification of a member being admitted to a hospital. Notification must be provided within the next business day.

All direct service providers are required to attend and complete Abuse, Neglect and Exploitation Training.

APPROVED AS TO TERMS  
AND CONDITIONS

  
COUNTY ATTORNEY

PROVIDER INITIALS \_\_\_\_\_ DATE \_\_\_\_\_ AEC INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

LONG TERM CARE PLAN  
SCHEDULE B

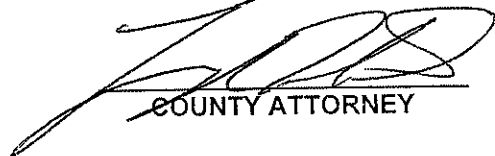
PROVIDER FEES  
HOME DELIVERED MEALS

Effective Date: \_\_\_\_\_

Beach County Board of County Commissioners

CODE	SERVICE	RATE PER MEAL
HDM-REG	Frozen Regular Meal - <i>(Minimum 7 meals)</i>	\$6.00
HDM-LAT	Frozen Latin Meals - <i>(Minimum 7 meals)</i>	\$6.00
HDM-PUR	Frozen Puree Meals - <i>(Minimum 7 meals)</i>	\$6.00
HDM-SPE	Frozen Special Diets - <i>(Minimum 7 meals)</i> <i>(Diabetic, Low Salt, Low Fat)</i>	\$6.00
HDM-KOS	Frozen Kosher Meals - <i>(Minimum 7 meals)</i>	\$6.00
HDM-HU5	Hurricane Meal Package <i>(5 meals)</i>	\$30.00
HDMKCO	Congregate at Kosher Center	\$6.00
HDMRCO	Congregate at Regular Center	\$6.00

APPROVED AS TO TERMS  
AND CONDITIONS

  
COUNTY ATTORNEY

PROVIDER INITIALS \_\_\_\_\_ DATE \_\_\_\_\_ AEC INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

LONG TERM CARE PLAN  
SCHEDULE A

PROVIDER SERVICES  
HOMEMAKER/COMPANION SERVICES

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

**SERVICE DEFINITIONS:**

ADULT COMPANION

Non-medical care, supervision and socialization provided to a functionally impaired adult. Companions assist or supervise the member with tasks such as meal preparation or laundry and shopping, but do not perform these activities as discrete services. An adult companion does not entail hands-on nursing care. This service includes light housekeeping tasks incidental to the care and supervision of the enrollee. This service is contracted by Home Health Care Agencies.

HOMEMAKER SERVICES

General household activities (meal preparation and routine household care) provided by a trained homemaker.

PROVIDER agrees to provide homemaker/companion services upon receiving a written authorization from the AEC Care Manager. Authorization will indicate the start date for services. The PROVIDER has a maximum of two (2) days to inform AEC staff if the requested services can be provided and the anticipated start date.

As a contracted provider for American Eldercare Plan (AEC) the following procedures will be adhered to when providing services:

- AEC reserves the right to determine the plan of care for its members, and will send a request of specific services and frequency in order to meet the member's needs.
- Services may be provided in a member's home or an assisted living facility, on an hourly or per visit fee as authorized by AEC.

While providing services it is the responsibility of the provider to comply with policies and personnel qualifications as per the guidelines of AHCA and (or) accredited agencies that license the provider.

PROVIDER will inform AEC staff of any changes or concerns they may identify while providing services to a member in order to ensure that their needs are being met. This includes notification of a member being admitted to a hospital. Notification must be provided within the next business day.

All direct service providers are required to attend and complete Abuse, Neglect and Exploitation Training.

PROVIDER INITIALS \_\_\_\_\_ DATE \_\_\_\_\_ AEC INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED AS TO TERMS  
AND CONDITIONS



COUNTY ATTORNEY

LONG TERM CARE PLAN  
**SCHEDULE B**

PROVIDER FEES  
HOMEMAKER/COMPANION SERVICES

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

Effective Date: \_\_\_\_\_

Visits are less than 2 hours, to perform a specific task. Hourly visits require a two hour minimum.

CODE	SERVICE	RATE
COMP-H	Companion Hourly	\$18.00
HMK-H	Homemaking Hourly	\$18.00
SHP-H	Shopping Hourly (including mileage)	\$18.00

APPROVED AS TO TERMS  
AND CONDITIONS

  
COUNTY ATTORNEY

PROVIDER INITIALS \_\_\_\_\_ DATE \_\_\_\_\_ AEC INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

LONG TERM CARE PLAN  
SCHEDULE A

PROVIDER SERVICES  
HOME HEALTH SERVICES  
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

**SERVICE DEFINITIONS:**

HOME HEALTH

Home Health services are medically necessary services, which can be effectively and efficiently provided in the place of residence of a homebound member. Services include home health visits (nurse and home health aide), private duty nursing and personal care services.

CHORE SERVICE

Services needed to maintain the home as a clean, sanitary and safe living environment. This service includes heavy household chores such as washing floors, windows and walls, tacking down loose rugs and tiles, moving heavy items of furniture in order to provide safe entry and exit.

ESCORT

Personal escort for members to and from service providers. An escort may provide language interpretation for people who have hearing or speech impairments or who speak a language different from that of the provider. Escort providers assist members in gaining access to services.

THERAPY

Treatment to restore, improve or maintain impaired functions in order to promote a members independence and capacity to live safely in the home setting. Includes physical, occupational, and speech.

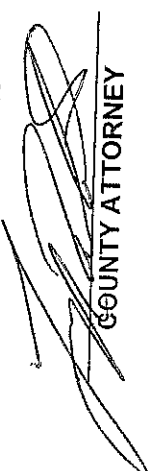
RESPIRE CARE

Services provided to members unable to care for themselves, furnished on a short-term basis due to the absence or need for relief of persons normally providing care. Respite care does not substitute for the care usually provided by a registered nurse, a licensed practical nurse or a therapist. Respite care is provided in a home/place or residence, licensed hospital, nursing facility or assisted living facility.

PERSONAL CARE

Assistance with eating, bathing, dressing, personal hygiene, and other activities of daily living. This service includes assistance with preparation of meals, but does not include the cost of the meals. This service may include housekeeping chores such as bed making, dusting and vacuuming, which are incidental to the care furnished or which are essential to the health and welfare of the member, rather than the member's family.

APPROVED AS TO TERMS  
AND CONDITIONS



COUNTY ATTORNEY

PROVIDER INITIALS \_\_\_\_\_ DATE \_\_\_\_\_ AEC INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

LONG TERM CARE PLAN  
**SCHEDULE A**

**PROVIDER SERVICES**  
**HOME HEALTH SERVICES**

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

PROVIDER agrees to provide home health services upon receiving a written authorization from the AEC Care Manager. Authorization will indicate the start date for services. The PROVIDER has a maximum of two (2) days to inform AEC staff if the requested services can be provided and the anticipated start date.

As a contracted provider for American Eldercare Plan (AEC) the following procedures will be adhered to when providing services:

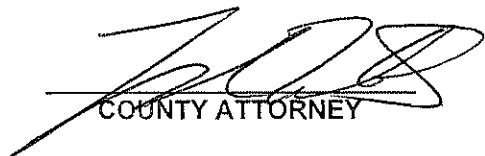
- AEC reserves the right to determine the plan of care for its members, and will send a request of specific services and frequency in order to meet the member's needs.
- Services may be provided in a member's home or an assisted living facility, on an hourly or per visit fee as authorized by AEC.

While providing services, it is the responsibility of the provider to comply with policies and personnel qualifications as per the guidelines of AHCA and (or) accredited agencies that license the provider.

The PROVIDER will inform AEC staff of any changes or concerns they may identify while providing services to a member in order to ensure that their needs are being met. This includes notification of a member being admitted to a hospital. Notification must be provided within the next business day.

All direct service providers are required to attend and complete Abuse, Neglect and Exploitation Training.

**APPROVED AS TO TERMS  
AND CONDITIONS**

  
COUNTY ATTORNEY

PROVIDER INITIALS \_\_\_\_\_ DATE \_\_\_\_\_ AEC INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

LONG TERM CARE PLAN  
**SCHEDULE B**

PROVIDER FEES  
**HOME HEALTH SERVICES**

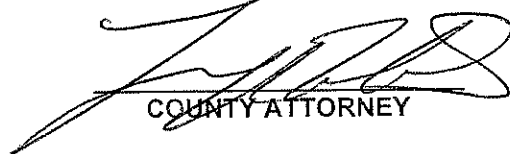
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

Effective Date: \_\_\_\_\_

Visits are less than 2 hours, to perform a specific task. Hourly visits require a two hour minimum.

CODE	SERVICE	RATE
CHO-H	Chore Hourly	<b>\$18.00</b>
ESC-H	Escort Hourly	<b>\$18.00</b>

APPROVED AS TO TERMS  
AND CONDITIONS

  
COUNTY ATTORNEY

PROVIDER INITIALS \_\_\_\_\_ DATE \_\_\_\_\_ AEC INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

LONG TERM CARE PLAN  
SCHEDULE A

PROVIDER SERVICES  
ADULT DAY CARE  
Palm Beach County Board of County Commissioners

Adult Day Care

Services provided pursuant to Chapter 429, Part III, Florida Statutes. Services furnished in an outpatient setting, encompassing both the health and social services needed to ensure optimal functioning of a member, including social services to help with personal and family problems, and planned group therapeutic activities. Adult day health services include nutritional meals. Meals are included as part of this service when the member is at the center during meal times. Adult day care provides medical screening emphasizing prevention and continuity of care that include routine blood pressure checks, and diabetic maintenance checks.

PROVIDER agrees to provide adult day services upon receiving a written authorization from the AEC Care Manager. Authorization will indicate the start date for services. If the member requests a change in the start date, AEC will be notified the next business day.

Services provided include:

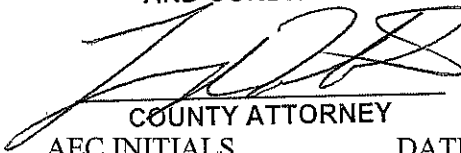
- Minimum 1:6 staff to patient ratio
- Access to licensed nurse full-time
- Supervised, recreational activities at least 80% of the day
- Physical exercises
- Cognitive exercises
- Lunch and snacks
- Coordination of transportation
- Medication administration and management
- Vital signs monitoring
- Access to basic health monitoring, to include glucose level checks
- Referral to physical therapy screening (conducted on site)
- Hands on assistance with personal care, such as toileting, eating, ambulating and grooming

While providing services, it is the responsibility of the ADC provider to comply with policies and personnel qualifications as per the guidelines of the Florida Statutes (or) accredited agencies that license the provider.

PROVIDER will inform AEC staff of any changes or concerns they may identify while providing services to a member in order to ensure that their needs are being met. This includes notification of a member not attending ADC on a given day or being admitted to a hospital. Notification must be provided by the next business day.

All direct service providers are required to attend and complete Abuse, Neglect and Exploitation Training.

APPROVED AS TO TERMS  
AND CONDITIONS

  
COUNTY ATTORNEY

PROVIDER INITIALS \_\_\_\_\_ DATE \_\_\_\_\_ AEC INITIALS \_\_\_\_\_ DATE \_\_\_\_\_



LONG TERM CARE PLAN  
**SCHEDULE B**

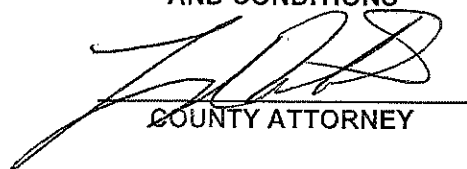
**PROVIDER FEES**  
**ADULT DAY CARE**

**Effective Date:** June 1<sup>st</sup>, 2012

**Palm Beach County Board of County Commissioners**

<b>CODE</b>	<b>SERVICE</b>	<b>RATE</b>
ADC-D	Adult Day Care (Daily rate)	<b>60.00</b>
ADCTRNS	ADC Transportation (only)	<b>5.00</b>

**APPROVED AS TO TERMS  
AND CONDITIONS**



COUNTY ATTORNEY

PROVIDER INITIALS \_\_\_\_\_ DATE \_\_\_\_\_ AEC INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

LONG TERM CARE PLAN  
SCHEDULE A

PROVIDER SERVICES  
CASE MANAGEMENT

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

**SERVICE DEFINITIONS:**

**Case Management Services**

Case management services contribute to the coordination and integration of care delivery through the ongoing monitoring of services as prescribed in each member's care plan. Case management services facilitate members gaining access to needed medical, social, transportation, and educational services regardless of the funding source for the services. The PROVIDER shall provide this service directly and the ratio of members to case managers shall be appropriate to support the needs of the members. The PROVIDER shall assist members to ensure continuous financial and medical eligibility in the program as part of the case management responsibilities.

As a contracted provider for American Eldercare Plan (AEC) the following procedures will be adhered to when providing services:

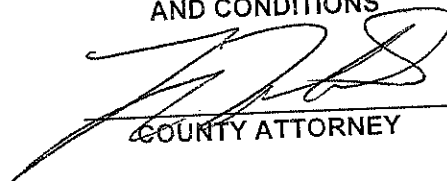
Case Managers and Supervisors must be qualified in one of the following ways:

- (a) Bachelor's Degree in Social Work, Sociology, Psychology, Gerontology or related field;
- (b) Registered Nurse, licensed to practice in the state;
- (c) Bachelor's Degree in an unrelated field and at least two (2) years of geriatric experience;  
or
- (d) Licensed Practical Nurse (LPN) with four (4) years of geriatric experience;

and have successfully passed a Level 2 background screening.

All PROVIDER case managers and supervisors must successfully complete an approved DOEA 701B training within the first year of employment if proof of training has not occurred prior. If a care manager is completing a 701B assessment tool without successfully completing this training, a person who has successfully completed the training must review and sign off on the assessment tool.

APPROVED AS TO TERMS  
AND CONDITIONS

  
COUNTY ATTORNEY

PROVIDER INITIALS \_\_\_\_\_ DATE \_\_\_\_\_ AEC INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

LONG TERM CARE PLAN  
SCHEDULE A

PROVIDER SERVICES  
CASE MANAGEMENT

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

All PROVIDER case manager supervisors and case managers serving AEC MEMBERS, at a minimum, must attend the following AEC trainings at least annually:

- (1) Four (4) hours of in-service training on issues affecting the frail elderly.
- (2) Approved Abuse, neglect and exploitation training.
- (3) Approved Alzheimer's disease and related disorders continuing education training from a qualified individual or entity, focusing on newly developed topics in the field.
- (4) Newly hired Case Managers must complete these mandatory training sessions and new staff orientation within ninety (90) calendar days of beginning employment with the PROVIDER. New care Managers are not permitted to conduct MEMBER visits without supervision until they successfully complete this training.
- (5) Care Managers and care manager supervisors are required to attend all mandatory local trainings scheduled and implemented by AEC

**CARE PLANNING:**


The PROVIDER shall assist members to ensure continuous eligibility in the program as part of the case management responsibilities. This includes financial and medical eligibility. The PROVIDER shall develop a process for tracking the eligibility re-determination to ensure continuity of care. PROVIDER case management performance must include services to help the member maintain Medicaid financial eligibility. These services must be documented in case recordings.

All care plans utilizing case management only will be subject to review by AEC and the enrollment may be reviewed for appropriateness for the program. AEC reserves the right to review any care plan at any time for any reason.

The PROVIDER must follow guidelines in the AEC Care Manager Training Manual which will be provided by AEC during PROVIDER training sessions. The PROVIDER must ensure that all case management activities are recorded in case recordings and be electronically signed and dated by the case manager in the AEC database within five (5) calendar days of the event. Events are defined in the Care Manager Training Manual.

All care plans shall be reviewed and approved, denied, or modified by AEC prior to their implementation. Any changes to care plans previously approved shall be reviewed and approved, denied or modified by AEC.

PROVIDER INITIALS \_\_\_\_\_ DATE \_\_\_\_\_ AEC INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED AS TO TERMS  
AND CONDITIONS  
  
COUNTY ATTORNEY

LONG TERM CARE PLAN  
**SCHEDULE B**

**PROVIDER FEES**  
**CASE MANAGEMENT**

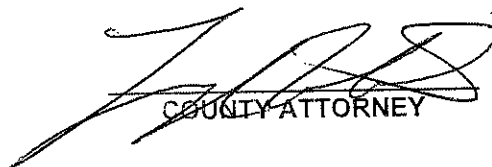
**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

Effective Date: \_\_\_\_\_

<b>CODE</b>	<b>SERVICE</b>	<b>RATE</b>
	Case Management per member/per month to include administrative costs	\$150.00
<b>Care Manager caseload cannot exceed 60</b>		

AEC reserves the right to request that a specific care manager or care manager supervisor not be permitted to work with our members.

**APPROVED AS TO TERMS  
AND CONDITIONS**



**COUNTY ATTORNEY**

PROVIDER INITIALS \_\_\_\_\_ DATE \_\_\_\_\_ AEC INITIALS \_\_\_\_\_ DATE \_\_\_\_\_