

ELDERSOURCE**COMMUNITY CARE FOR THE ELDERLY PROGRAM**

THIS CONTRACT is entered into between the Northeast Florida Area Agency on Aging, Inc. d/b/a ElderSource, hereinafter referred to as “ElderSource” and the (Enter Provider Name), hereinafter referred to as the Provider and collectively referred to as the “Parties.” The term Provider for this purpose may designate a Vendor, or Subprovider. The State of Florida Department of Elder Affairs is hereinafter referred to as the Department.

WITNESSETH THAT:

WHEREAS, ElderSource has determined that it is in need of certain services as described herein; and

WHEREAS, the Provider has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Provider of ElderSource.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract

The purpose of this contract is to provide services in accordance with the terms and conditions specified in this contract including all attachments, forms, exhibits and references incorporated, which constitute the contract document.

2. Incorporation of Documents within the Contract

The contract will incorporate attachments, proposal(s), state plan(s), grant agreements, relevant Department handbooks, manuals or desk books and Master Contract number M014, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this contract document and identified attachments.

3. Term of Contract

This contract shall begin at twelve (12:00) A.M., Eastern Standard Time **July 1, 2016** or on the date the contract has been signed by the last party required to sign it, whichever is later. It shall end at eleven fifty-nine (11:59) P.M., Eastern Standard Time **June 30, 2017**.

4. Contract Amount

ElderSource agrees to pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$_____, or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

5. Renewals

By mutual agreement of the Parties, in accordance with s. 287.058(1)(g), Florida Statutes, ElderSource may renew the contract for a period not to exceed three years, or the term of the original contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply. No other costs for the renewal may be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by ElderSource and the availability of funds.

6. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:	
b.	The name of the contact person and street address where financial and administrative records are maintained is:	
c.	The name, address, and telephone number of the representative of provider responsible for administration of the program under this contract is:	
d.	The section and location within ElderSource where Requests for Payment and Receipt and Expenditure forms are to be mailed is:	Finance Department 10688 Old St. Augustine Road Jacksonville, FL 32257
e.	The name, address, and telephone number of the Contract Manager for this contract is:	Contract Manager Name 10688 Old St. Augustine Road Jacksonville, FL 32257 904-391-6631
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.		

7. All Terms and Conditions Included:

This contract and its Attachments, I, III, VI-X, K and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this contract, the Parties agree that they have read and agree to the entire contract.

IN WITNESS THEREOF, the Parties hereto have caused this contract, to be executed by their undersigned officials as duly authorized.

Provider:

**NORTHEAST FLORIDA AREA AGENCY ON
AGING, INC.,
DBA
ElderSource**

SIGNED BY: _____

SIGNED BY: _____

NAME: _____

NAME: LINDA J. LEVIN, M.S.G.

TITLE: _____

TITLE: EXECUTIVE DIRECTOR

DATE: _____

DATE: _____

Federal Tax. ID#

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*Attachments II, IV, and V are included by reference in the Master Contract M016-XX

ATTACHMENT I**ELDERSOURCE
STATEMENT OF WORK****COMMUNITY CARE FOR THE ELDERLY PROGRAM****SECTION I: SERVICES TO BE PROVIDED****1.1. DEFINITIONS OF TERMS AND ACRONYMS****1.1.1 Contract Acronyms**

Area Agency on Aging (AAA)
Adult Protective Services (APS)
Adult Protective Services Referral Tracking Tool (ARTT)
Corrective Action Plan (CAP)
Community Care for the Disabled Adult (CCDA)
Community Care for the Elderly (CCE)
Client Information and Registration Tracking System (CIRTS)
Department of Children and Families (DCF)
Florida Department of Elder Affairs (DOEA)
Florida Statutes (F.S.)
Home Care for Disabled Adults (HCDA)
Planning and Service Area (PSA)
Summary of Programs and Services (SOPS)

1.1.2 Program Specific Terms

Adult Protective Services Referral Tracking Tool: A system designed to track DCF APS referrals to AAAs and CCE Lead Agencies for victims of second party abuse, neglect, and exploitation who need home and community-based services as identified by APS staff.

Aging Out: The condition of reaching 60 years of age and being transitioned from the DCF Services, CCDA or HCDA services to ElderSource's community-based services.

Area Plan: A plan developed by the area agency on aging outlining a comprehensive and coordinated service delivery system in its PSA in accordance with the Section 306 (42 U.S.C. 3026) of the Older Americans Act and Department instructions. The Area Plan includes performance measures and unit rates per service offered per county.

Area Plan Update: A revision to the Area Plan wherein the area agency on aging enters CCE specific data in the CIRTS. An update may also include other revisions to the Area Plan as instructed by ElderSource.

Department of Elder Affairs Programs and Services Handbook: An official document of the State of Florida, DOEA. The Handbook includes program policies, procedures, and standards applicable to agencies

which are recipients/providers of DOE A funded programs. An annual update is provided through a Notice of Instruction.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain independent and in the least restrictive living arrangement.

Notice of Instruction (NOI): ElderSource and the Department's established method to communicate to the provider the requirement to perform a particular task or activity. NOIs are sent out electronically to providers and are also located on the Department's website at <http://elderaffairs.state.fl.us/doea/nois.php>.

Program Highlights: Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services to demonstrate how programs and services help elders, families, and caregivers.

Summary of Programs and Services (SOPS): A document produced by the Department and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

1.2 GENERAL DESCRIPTION

1.2.1 General Statement

The primary purpose of the CCE Program is to prevent, decrease, or delay premature or inappropriate and expensive placement of elders in nursing homes and other institutions.

1.2.2 Community Care for the Elderly Mission Statement

The CCE Program assists functionally impaired elderly persons in living as independently as possible in their own homes or in the homes of relatives or caregivers. The program provides a continuum of care through the development, expansion, reorganization, and coordination of multiple community-based services to assist elders to reside in the least restrictive environment suitable to their needs.

1.2.3 Authority

The relevant authorities governing CCE Program are:

- (1) Rule 58C-1, Florida Administrative Code;
- (2) Sections 430.201 through 430.207, F.S.; and
- (3) The Catalog of State Financial Assistance (CSFA) Number 65.010.

1.2.4 Scope of Service

Provider is responsible for the programmatic, fiscal, and operational management of CCE. The program services shall be provided in a manner consistent with provider's current budget, as updated and the current DOE A Programs and Services Handbook, which are hereby incorporated by reference.

1.2.5 Major Program Goals

The major goals of the program are to preserve the independence of elders and prevent or delay more costly institutional care through a community care service system that provides case management and other in-home and community services as needed under the direction of a lead agency and provide a continuum of service alternatives that meet the diverse needs of functionally impaired elders.

1.3 INDIVIDUALS TO BE SERVED

1.3.1 General Eligibility

The CCE Program provides a continuum of services for functionally impaired elders.

1.3.2 Individual Eligibility

In order to receive services under this contract, an applicant must:

- (1) Be at least 60 years of age;
- (2) Be functionally impaired as determined through the initial comprehensive assessment; and
- (3) Not be dually enrolled in the CCE Program and a Medicaid capitated long-term care program.

1.3.2.1 Targeted Groups

Priority for services provided under this contract shall be given to those eligible persons assessed to be at risk of placement in an institution or who are abused, neglected or exploited.

SECTION II: MANNER OF SERVICE PROVISION**2.1 SERVICE TASKS**

To achieve the goals of the CCE Program, provider shall perform the following tasks:

- (1) Client Eligibility Determination;
- (2) Assessment and Prioritization of Service Delivery for New Clients;
- (3) Delivery of Services to Eligible Clients; and
- (4) Monitoring the performance of any vendor agency.

2.1.1 Client Eligibility Determination

Provider shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this **ATTACHMENT I, Section 1.3**.

2.1.1.1 DCF APS Low, Intermediate, and High Risk Referrals Risk Referrals

For DCF APS High Risk Referrals for individuals who are enrolled in a Medicaid long-term care program at the time of referral to provider or Subcontractor, provider shall:

- (1) Ensure that the intake entity contacts the DCF APS protective investigator and notifies him/her that the referral was not accepted because the referred individual is enrolled in a Medicaid long-term care program; and
- (2) Ensure that the intake entity notes that the referred individual is enrolled in a Medicaid long-term care program in the ARTT as the reason for rejection.

2.1.2 Assessment and Prioritization of Service Delivery for New Clients

Provider shall ensure the following criteria are used to prioritize new clients in the sequence below for service delivery. It is not the intent of ElderSource to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

- (1) DCF APS High Risk individuals: Provider shall ensure that pursuant to Section 430.205(5)(a), Florida Statutes, those elderly persons who are determined by DCF APS to be victims of abuse, neglect, or exploitation who are in need of immediate services to prevent further harm, and are referred by APS, will be given primary consideration for receiving CCE services. As used in this subsection, "primary

consideration" means that an assessment and services must commence within 72 hours after referral to provider or as established in accordance with ElderSource contracts by local protocols developed between ElderSource, Providers and APS.

Provider shall follow guidelines for DCF APS High Risk referred individuals established in the APS Operations Manual, which is incorporated by reference.

- (2) **Imminent Risk individuals:** Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within a month or very likely within 3 months.
- (3) **Aging Out individuals:** Individuals receiving CCDA and HCDA services through Department of Children and Families' Adult Services transitioning to community-based services provided through ElderSource and providers when services are not currently available.
- (4) **Service priority for individuals not included in (1), (2), and (3) above,** regardless of referral source, will be determined through the Department's functional assessment administered to each applicant, to the extent funding is available. Provider shall ensure that first priority is given to applicants at the higher levels of frailty and risk of nursing home placement. For individuals assessed at the same priority and risk of nursing home placement, priority will be given to applicants with the lesser ability to pay for services.

2.1.2.1 Referrals for Medicaid Waiver Services:

- (1) Provider must through the performance of the client assessment, identify potential Medicaid eligible CCE clients and refer these individuals for application for Medicaid Waiver services.
- (2) Provider must require individuals who have been identified as being potentially Medicaid Waiver eligible to apply for Medicaid Waiver services in order to receive CCE services. These individuals may only receive CCE services while the Medicaid Waiver eligibility determination is pending. If the client is found ineligible for Medicaid Waiver services for any reason other than failure to provide required documentation, then the individual may continue to receive CCE services.
- (3) Provider must advise individuals who have been identified as being potentially Medicaid Waiver eligible of the responsibility to apply for Medicaid Waiver services as a condition of receiving CCE services while the eligibility determination is being processed.

2.1.3 Delivery of Service to Eligible Clients

Provider shall ensure the provision of a continuum of services that meet the diverse needs of functionally impaired elders. Provider shall ensure performance and reporting of the following services in accordance with the current DOEA Programs and Services Handbook, which is incorporated by reference. The services include the following categories:

- (1) Core Services;
- (2) Health Maintenance Services; and
- (3) Other Support Services.

2.1.3.1 Core Services for Programmatic Operation

Provider shall ensure that core services include a variety of home-delivered services, day care services, and other basic services that are most needed to prevent unnecessary institutionalization. Core services, to be provided at the unit rate identified in the Area Plan, as updated, include the following:

- (1) Adult Day Care;
- (2) Chore Services;
- (3) Companionship;
- (4) Escort;
- (5) Financial Risk Reduction;
- (6) Home Delivered Meals;
- (7) Homemaker;
- (8) Housing Improvement;
- (9) Legal Assistance;
- (10) Pest Control Services;
- (11) Respite Services;
- (12) Shopping Assistance; and
- (13) Transportation.

2.1.3.2 Health Maintenance Services

Provider shall ensure that health maintenance services are routine health services that are necessary to maintain the health of functionally impaired elders. These services are limited to medical therapeutic services, non-medical prevention services, personal care services, home health aide services, home nursing services, and emergency response systems. Typical services to be provided at the unit rate identified in the Area Plan, as updated, include the following:

- | | |
|--------------------------------|---|
| (1) Adult Day Health Care; | (8) Nutrition Counseling; |
| (2) Emergency Alert Response; | (9) Occupational Therapy; |
| (3) Gerontological Counseling; | (10) Personal Care; |
| (4) Health Support; | (11) Physical Therapy; |
| (5) Home Health Aide; | (12) Skilled Nursing Services; |
| (6) Medication Management; | (13) Specialized Medical Equipment, Services & Supplies |
- (7) Mental Health Counseling/Screening; (14) Speech Therapy.

2.1.3.3 Other Support Services

Provider shall ensure that support services expand the continuum of care options to assist functionally impaired elders and their caregivers. Support services to be provided at the unit rate identified in the Area Plan as updated, include the following:

- (1) Caregiver Training/Support;
- (2) Case Aid;
- (3) Case Management;
- (4) Intake;
- (5) Material Aid; and
- (6) Other services, as approved by ElderSource.

2.1.4 Use of Vendors

If this contract involves the use of a vendor agency or third party, then provider shall not delay the implementation of its agreement with the agency. If any circumstances occur that may result in a delay for a period of 60 days or more of the initiation of the agreement or in the performance of the vendor agency, provider shall notify ElderSource's Contract Manager and ElderSource's Chief Financial Officer in writing of such delay. Provider shall not permit a vendor agency to perform services related to this agreement without having a binding vendor agreement executed. In accordance with Section 23.1 of Master Contract, ElderSource will not be responsible or liable for any obligations or claims resulting from such action.

Monitoring the Performance of Subcontractors

Provider shall monitor, at least once per year, each of its vendors, and/or Consultants paid from funds provided under this contract. Provider shall perform fiscal, administrative and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance and compliance with applicable state and federal laws and regulations. Provider shall monitor to ensure that time schedules are met, the budget and scope of work are accomplished within the specified time periods, and other performance goals stated in this contract are achieved. Attachment IX is attached for the annual monitoring of vendor agencies.

2.2 SERVICE TIMES

2.2.1 Service Times

Provider shall ensure the availability of services listed in this contract at times appropriate to meet client service needs, at a minimum during normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m.

2.3 DELIVERABLES

2.3.1 Service Unit

Provider shall ensure the provision of the services described in the contract in accordance with the current DOE Programs and Services Handbook and the service tasks described in Section 2.1. **ATTACHMENT K** lists the services that can be performed, the highest reimbursement unit rate, the method of payment, and the service unit type. Units of service will be paid pursuant to the rate established in the Area Plan as updated, as shown in **ATTACHMENT K**, and approved by ElderSource.

2.4 REPORTS

Provider shall respond to additional routine and/or special requests for information and reports required by ElderSource in a timely manner as determined by the Contract Manager. Provider shall establish reporting due dates for vendor agencies that permit provider to meet ElderSource's reporting requirements.

2.4.1 Area Plan Update and All Revisions Thereto

Provider is required to submit an Annual Budget with services planned wherein ElderSource staff enters CCE-specific data in the CIRTS to update the Area Plan. Provider may also be required to submit revisions to update the Area Plan as instructed by ElderSource.

2.4.2 CIRTS Reports

Provider shall input CCE-specific data into CIRTS. To ensure CIRTS data accuracy, provider shall use CIRTS-generated reports which include the following:

- (1) Client Reports;
- (2) Monitoring Reports;
- (3) Services Reports;
- (4) Miscellaneous Reports;
- (5) Fiscal Reports;
- (6) Aging and Disability Resource Center Reports; and
- (7) Outcome Measurement Reports.

2.4.3 Program Highlights

Provider shall submit Program Highlights referencing specific events that occurred in SFY/FFY 2014/2015 by September 10, 2015. Provider shall provide a new success story, quote, testimonial, or human interest vignette. The highlights shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the highlight, provider shall provide a brief description of their mission or role. The active tense shall be consistently used in the highlight narrative, in order to identify the specific individual or entity that performed the activity described in the highlight. Provider shall review and edit Program Highlights for clarity, readability, relevance, specificity, human interest, and grammar, prior to submitting them to ElderSource.

2.5 RECORDS AND DOCUMENTATION

Provider shall ensure, on a monthly basis, that client and service information is properly collected and maintained within the CIRTS or any such system designated by ElderSource or the Department. Maintenance includes valid exports and backups of all data and systems according to Department standards and the DOEA Programs and Services Handbook.

2.5.1 Policies for Data and Software Backup

Each Provider, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of provider functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location. Provider shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with Subcontractors. These policies and procedures shall be made available to ElderSource, upon request.

2.6 PERFORMANCE SPECIFICATIONS**2.6.1 Outcomes**

- (1) Provider shall ensure services provided under this contract are in accordance with the current DOEA Programs and Services Handbook.

- (2) Provider shall timely submit to ElderSource all reports described in **ATTACHMENT I, SECTION 2.4 REPORTS**;
- (3) Provider shall timely submit to ElderSource all information described in **ATTACHMENT I, SECTION 2.5 RECORDS AND DOCUMENTATION**.

2.7 PROVIDER'S FINANCIAL OBLIGATIONS

2.7.1 Matching, Level of Effort, and Earmarking Requirement

Provider must provide a match of at least 10 percent of the cost for all CCE services. The match must be made in the form of cash and/or in-kind resources. At the end of the contract period, all CCE funds expended must be properly matched. State funds shall not be used to match another state-funded program.

2.7.2 Cost Sharing and Co-Payments

Provider must establish annual co-payment goals. ElderSource has the option to withhold a portion of the Provider's request for payment if goals are not met according to ElderSource's co-payment guidelines, in accordance with the current DOEA Programs and Services Handbook, which is incorporated by reference. Co-payments include only the amounts assessed to consumers by providers or the amounts consumers opt to contribute in lieu of an assessed co-payment. The consumer's contribution must be equal to or greater than the assessed co-payment. Co-payments collected in the CCE Program can be used as part of the local match, as detailed above in Section 2.7.1.

2.8 ELDERSOURCE RESPONSIBILITIES

2.8.1 Program Guidance and Technical Assistance

ElderSource will provide guidance and technical assistance as needed to ensure the successful fulfillment of the contract by provider.

2.8.2 Contract Monitoring

ElderSource will review and evaluate the performance of provider under the terms of this contract. Monitoring shall be conducted through direct contact with provider through telephone, in writing, or an on-site visit. ElderSource's determination of acceptable performance shall be conclusive. Provider agrees to cooperate with ElderSource in monitoring the progress of completion of the service tasks and deliverables. ElderSource may use, but is not limited to, one or more of the following methods for monitoring:

- (1) Desk reviews and analytical reviews;
- (2) Scheduled, unscheduled and follow-up on-site visits;
- (3) Client visits;
- (4) Review of independent auditor's reports;
- (5) Review of third-party documents and/or evaluation;
- (6) Review of progress reports;
- (7) Review of customer satisfaction surveys;
- (8) Agreed-upon procedures review by an external auditor or consultant;
- (9) Limited-scope reviews; and
- (10) Other procedures as deemed necessary.

SECTION III: METHOD OF PAYMENT

3.1 General Statement of Method of Payment

The method of payment for this contract includes advances and fixed rate for services. Payment may be authorized for all allowable expenditures to complete the tasks identified in the deliverables, as required by the agreement. Provider shall submit requests for payment and expenditure reports that support requests for payment and shall submit to ElderSource on reports supplied to provider by the ElderSource Finance Department.

3.1.1 Funding Distribution

Provider agrees to use funds as detailed in the Annual Budget Summary, **ATTACHMENT VI** to this contract. Any changes in the total amounts of the funds identified on the Budget Summary form require a contract amendment.

This contract allows for Modified Spending as noted below:

The provider may implement Modified Spending for the services listed on **ATTACHMENT VI**. **If Modified Spending is used; the provider must submit the revised budget summary to ElderSource prior to use. This is to allow time for the budget changes to be made in CIRTS prior to submitting reports.** No changes in rates may be made without a request for an amendment.

3.2 ADVANCE PAYMENTS

Provider may request up to two months of advances at the start of the contract period to cover program service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to ElderSource by the State of Florida (“budget release”). Provider shall provide the Contract Manager documentation justifying the need for an advance and describing how the funds will be distributed. Provider’s requests for advances require the approval of the Contract Manager. If sufficient budget is available, ElderSource will issue approved advance payments after received from the Department.

3.2.1 Advance Recoupment

All advance payments made to provider shall be returned to ElderSource as follows: one – tenth of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number five, in accordance with the Invoice Report Schedule, **ATTACHMENT VII**. Provider may temporarily place advanced funds in a FDIC insured interest bearing account. All interest earned on advanced funds must be returned to ElderSource within 30 days of the end of each quarter of the contract period.

3.3 INVOICE SUBMITTAL AND REQUESTS FOR PAYMENT

All Requests For Payment and Receipt and Expenditure Reports submitted to ElderSource shall be submitted using forms supplied by the ElderSource Finance Department and Cost Reimbursement Summary (**ATTACHMENT X**). **ATTACHMENT X** is to be used for services that are cost reimbursement services. Provider shall include documentation of services provided, unit of services, and the rates for the services provided in conformance with the requirements as described in this **ATTACHMENT I** and **ATTACHMENT K**.

3.3.1 Payment Requests

All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is **ATTACHMENT VII**.

3.3.2 Payment Withholding

Any payment due by ElderSource under the terms of this contract may be withheld pending the receipt and approval by ElderSource of all financial and programmatic reports due from provider and any adjustments thereto, including any disallowance not resolved as outlined in Section 27 of the Master Contract.

3.3.3 Date For Final Request For Budget Revisions

Final requests for budget revisions or adjustments to contract funds based on expenditures for services provided through June 30, 2016, must be submitted to the Contract Manager no later than June 15, 2016.

3.3.4 Date for Final Request for Payment

The final request for payment for expenditures is due to ElderSource no later than August 10, 2016.

3.4 DOCUMENTATION FOR PAYMENT

Provider shall maintain documentation to support payment requests that shall be available to ElderSource or authorized individuals, such as Department of Financial Services, upon request.

3.4.1 CIRTS Data Entries for Subcontractors

Provider must enter all required data for clients and services in the CIRTS database per the DOEA Programs and Services Handbook and the CIRTS User Manual – Aging Provider Network users (located in Documents on the CIRTS Enterprise Application Services). Providers must enter this data into the CIRTS prior to submitting their requests for payment and expenditure reports to ElderSource. Provider shall assure compliance with due dates for the requests for payment and expenditure reports that must be submitted to ElderSource.

3.4.2 Provider's Monthly CIRTS Reports

Provider must run monthly CIRTS reports and verify client and service data in the CIRTS is accurate. This report must be submitted to ElderSource with the monthly request for payment and expenditure report and must be reviewed and approved by provider before the request for payment and expenditure reports is submitted by provider.

3.5 REMEDIES FOR NONCONFORMING SERVICES

Provider shall ensure that all goods and/or services provided under this contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services shall only be delivered to eligible program participants. If provider fails to meet the prescribed quality standards for services, such services will not be reimbursed under this contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this contract. Provider's signature on the request for payment form certifies maintenance of supporting documentation and acknowledgement that provider shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. ElderSource requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

3.6 FINANCIAL CONSEQUENCES

Contractor shall ensure 100% of the deliverables and service tasks identified in this contract are performed pursuant to contract requirements. If at any time after an initial written notice of deficiency, Provider is

notified by ElderSource's Contract Manager that it has failed to correctly, completely, or adequately perform the deliverables or service tasks, Provider will have 10 days to issue a Corrective Action Plan ("CAP") to the Contract Manager that addresses the deficiencies and states how the deficiencies will be remedied within the specified time period. ElderSource shall assess a Financial Consequence for Noncompliance on provider for each deficiency identified in the CAP which is not corrected pursuant to the CAP. ElderSource will also assess a Financial Consequence for failure to timely submit a CAP.

3.6.1 Payment Deduction

In the event the Provider fails to correct an identified deficiency within the timeline specified in the CAP, ElderSource shall deduct, from the payment for the invoice of the following month, 1% of the monthly value of the contract for each day the deficiency is not corrected. If Contractor fails to timely submit a CAP plan, ElderSource shall deduct 1% of the monthly value of the contract for each day the CAP is overdue, beginning the 11th day after notification by the contract manager of the deficiency. The deduction will be made from the payment for the invoice of the following month. If, or to the extent, there is any conflict between this paragraph and paragraphs 39 and 39.1 of the Master contract, this paragraph shall have precedence

ATTACHMENT III

FUNDING SUMMARY

1. FEDERAL RESOURCES AWARDED TO THE PROVIDER PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL FEDERAL AWARD			

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS: N/A

2. STATE RESOURCES AWARDED TO THE PROVIDER PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Community Care for the Elderly	General Revenue	65.010	
TOTAL AWARD			

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

Section 215.97, F.S.

Chapter 69I-5, Fla. Admin. Code

ATTACHMENT VI
ANNUAL BUDGET SUMMARY
COMMUNITY CARE FOR THE ELDERLY PROGRAM

ATTACHMENT VII**INVOICE REPORT SCHEDULE****COMMUNITY CARE FOR THE ELDERLY**

Report Number	Based On	Submit to ElderSource on this Date
1	July Advance*	July 1
2	August Advance*	July 1
3	July Expenditure Report	August 8
4	August Expenditure Report	September 8
5	September Expenditure Report	October 8
6	October Expenditure Report	November 8
7	November Expenditure Report	December 8
8	December Expenditure Report	January 8
9	January Expenditure Report	February 8
10	February Expenditure Report	March 8
11	March Expenditure Report	April 8
12	April Expenditure Report	May 8
13	May Expenditure Report	June 8
14	June Expenditure Report	July 8
15	Final Expenditure Report	August 10
16	Closeout Report	August 15

Legend: * Advance based on projected cash need.

Note # 1: Report #1 for Advance Basis Agreements cannot be submitted to ElderSource prior to July 1.

Note # 2: Report numbers 5 through 14 shall reflect an adjustment of one-tenth of the total advance amount, on each of the reports, repaying advances issued the first two months of the agreement. The adjustment shall be recorded in the Request for Payment.

Note #3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to ElderSource, payment is to accompany the report.

ATTACHMENT VIII

THIS PAGE RESERVED FOR FINANCE REQUEST FOR PAYMENT

ATTACHMENT IX

CASE MANAGEMENT AGENCY RESPONSIBILITIES:

- a. Assign case management/service coordination staff necessary to provide assistance in planning client care, locating resources, and coordinating service delivery.
- b. Provide care plan development and other case management activities customized to each individual client's needs and oversee coordinated delivery of client services and assistance.
- c. Develop and implement the Plan of Care which is signed by the client and which specifically outlines the services to be delivered.
- d. Reevaluate the Plan of Care at least every six (6) months or more frequently if changes in the client's condition or the services being received have changed significantly, and make changes to authorized services and/or service providers as necessary.
- e. Complete and deliver to the Vendor Agency a care-plan based Client Service Authorization Form, for each client referred for service(s) to be provided, specifying the client's name and identification, the client's address and directions, pertinent information regarding the client's health or disabilities, the client's living situation, a detailed service description that includes the name and service code of the service(s) to be delivered, the prescribed number of units of service, the frequency of delivery of the service, and the funding program under which the service is to be billed.
- f. Deliver to the Vendor Agency, upon request, other appropriate client intake data and any information necessary for and relative to the provision of quality service(s), as appropriate and compliant with HIPAA regulations.
- g. Maintain a case file at the Case Management Agency for each client, in compliance with DOEA program and service record requirements for the program in which each respective client is enrolled, including current assessment information and certification of continuing program eligibility and participation.
- h. Include the approved Vendor Agency's name and other appropriate information on a list, of all locally participating enrolled service providers, which list will be shown and explained to the client during development of an individualized plan of care, with the understanding that the client will at all times be given a choice of enrolled service providers and that client choice will be documented in the client record.
- i. Coordinate with the Vendor Agency for case staffing of the referred client services as necessary, attend case staffing and document such staffing in the respective case record narrative.
- j. Record client specific services data, by the 8th of the month following the month of service provision, on the DOEA Client Information and Referral System (CIRTS) and provide ElderSource with summary of expenditures and service units provided monthly.
- k. Maintain lines of communication with Vendor Agencies and oversee vendor service(s) to assure maximum quality of service and client satisfaction. The Case Management Agency must evaluate the quality of Vendor service beginning with the two-week evaluation of any new service.
- l. The Case Management Agency must continually evaluate quality of service, adequacy of service provided, and adherence to provision of authorized service(s), within limits of authorized frequency and duration.
- m. The attached General Revenue Vendor Monitoring Report (Attachment IX) will be completed annually and a

copy of the Monitoring Report will be available for review at the annual monitoring by ElderSource.

- n. Notify ElderSource, promptly, in writing, of any client or vendor related incident/occurrence having a probability of adverse client impact, possible criminal charges/legal implications and involving potential media coverage, and/or other client or community repercussions.
- o. Promote viable interagency coordination and ensure appropriate referrals through community networking and development and maintenance of a comprehensive directory of local resources. The Case Management Agency's coordination efforts must extend past program contracted providers and reach within the community service area to assure full utilization of all resources prior to using program funding.
- p. Be responsible for the effective and efficient management of program funds and/or program spending authority, as contracted to the Case Management Agency and as authorized in-house or by Service Authorizations to Vendor Agencies for the provision of client specific service(s). The Case Management Agency accepts financial responsibility for service claims found to be out of compliance if non-compliance is the result of failure by the Case Management Agency to update, renew or terminate the Client Service Authorization.
- q. Ensure provision of an adequate number of qualified personnel to implement and maintain respective program operations and responsibilities.
- r. That client complaints and/or service related problems will be handled in compliance with the Case Management Agency/ ElderSource or the Department Elder Affairs Client Grievance Procedures and assist client in filing grievance as needed.
- s. The Case Management Agency shall take no longer than five (5) working days to inspect and approve the Vendor Agency billing/request for payment.

ATTACHMENT IX

General Revenue Vendor Monitoring Report

Name of Vendor:

Name of County:

I. Project Information

A. Provider Information

1.

2.

B. Vendor Referral Agreement: General Revenue - Alzheimer's Disease Initiative (ADI)
Community Care for the Elderly (CCE)

C. Vendor Funding Period: ADI/CCE - July 1, 20 - June 30, 20

Purpose of Visit: Vendor Monitoring of CCE –ADI

D. Dates of Visit:

Those Involved in Visit:

E. Site Visited Other than Project Office:

II. Conclusions

A. Matters to be followed up from last monitoring:

B. Exit Interview

1. Findings of the monitoring visit, as noted on the attached monitoring checklist, were discussed with the Director.
2. The cooperation and hospitality of the director and project staff during this visit were greatly appreciated.

C. Recommendations:

D. Comments:

Services billed for _____ **Date,** were tracked from the CIRTS service report/request for payment through the worker forms in the client records and to Case Management Agency Service Authorizations maintained in the individual client records.

Signature: _____

Monitor's Name:

Signature: _____

Monitor's Name

Date of Report: _____

LEGEND: Y = YES N = NO M = MARGINAL N/A = NOT APPLICABLE

A. Review of Contract Compliance						
	Question	Y	N	M	N/A	Comments
1.	Reporting requirements are generally met in a timely, accurate and complete manner?					
2.	Services tracked from worker log or other source documentation and service authorizations, as applicable, and were in compliance with reporting and recording of services according to DOEA service definitions?					
a.	Adequate documentation of delivery of service? (Source document signed by client must be reviewed)					
b.	Service provision conforms to requirements in the DOEA manual?					
c.	Are services delivered in accordance with the service authorization?					
3.	If the units were improperly charged to the contract(s), the vendor has arranged to reimburse the Case Management agency within 30 calendar days after discovery either by the vendor or the Case Management agency, or provider's independent auditor?					
4.	Retains all books, accounting records and other related documents for 5 years?					
B. Administration						
	Question	Y	N	M	N/A	Comments
1.	The vendor submitted a current Certificate of Insurance verifying liability insurance coverage?					Expiration Date: _____ (If expiration date is prior to next scheduled program monitoring visit, a copy of the renewal should be submitted within 10 working days of receipt)

2.	Vendor has current appropriate licensure?					Expiration _____	Date: (If expiration date is prior to next scheduled program monitoring visit, a copy of the renewal should be submitted within 10 working days of receipt)
3.	Documentation of Level 2 criminal background checks for all personnel, both direct service and administrative?						
4.	Proof of Worker's Compensation coverage (if applicable) for any paid worker who may enter into a client's residence?						
5.	Comprehensive Surety Bond to cover all staff, (unless theft is covered in the liability policy) specifically those who go into a client's home or provide direct service?						
C. Personnel							
	Question	Y	N	M	N/A	Comments	
1.	Staffing requirements are met?						
2.	Staff training meets requirement for the position?						
3.	Staff licensing/certification meet requirements for the position?						
4.	Appropriate Staff have received Alzheimer Disease Initiative Training if applicable						
5.	Credentials of persons administrating medications?						
6.	The identification of the responsible official of the agency?						
7.	Documentation of annual physical exam, TB test, as applicable?						
D. Review of Service Delivery/Client Satisfaction							
	Question	Y	N	M	N/A	Comments	
1.	Other quality assurance procedures?						
2.	A planned program of varied activities and services promoting and maintaining the health of participants and encouraging leisure activities, interaction and communication is						

	provided?					
3.	A protective environment that promotes a non-institutional atmosphere where supervision for the health, safety and well-being of adults who have functional impairments is provided?					
E. Site Issues						
	Question	Y	N	M	N/A	Comments
1.	Fire Safety Inspection is current and acceptable?					Expiration Date: _____
2.	Complies with Section 504, Handicap Accessibility? Evidenced by: Monitors					
3.	Comprehensive Emergency Management Plan for emergency care during an internal or external disaster available on file at ElderSource?					
4.	Review of surveys conducted by the Agency for Health Care Administration?					
20						
F. Contract Compliance						
	Question	Y	N	M	N/A	Comments
1.	Vendor provided a current copy of each consumer's service authorization?					
2.	Vendor provided the authorized units of service for each consumer or provided "exception report" documentation for variances?					
3.	Vendor is billing consumer services to appropriate agency and funding source?					
4.	Vendor demonstrates good communication with authorizing service authorizations and exception reports as applicable?					
5.	Vendor appears to have met consumer's expectations of service delivery. Consumer contact by monitor demonstrates consumer					

	appropriateness for and satisfaction with services?					
6.	Monitoring activities indicate vendor is free of unresolved consumer issues?					
7.	Copy of Vendor Referral Agreement is on file and accessible?					
8.	Vendor appears to be providing service in compliance with agreement?					
G.	Lead Agency Participation					
	Questions	Y	N	M	N/A	Comments
1.	Acceptance or declination of service authorization is generally received in a timely manner?					
2.	Service exception reports are generally submitted on a daily basis?					
3.	Incident reports or significant changes in a consumer's circumstance are reported to the lead agency in a timely manner?					
4.	Billing data is received in a timely manner?					
5.	Billing data submitted is generally accurate and / or corrections are returned promptly?					
6.	Services are generally delivered as ordered on service authorizations?					

ATTACHMENT X

Cost Reimbursement Summary				
			Contract #	
			Report (invoice) Number:	
Budget Category	Description	Number of units	Service Date	Amount
Administration				
TOTAL ADMINISTRATION				\$0.00
Expenses				
TOTAL EXPENSES				\$0.00

ATTACHMENT K

SERVICE RATE REPORT

SERVICE	REIMBURSEMENT UNIT RATE	Method of Payment	UNIT TYPE
ADULT DAY CARE	\$13.67	Fixed Fee / Unit Rate	HOURS
ADULT DAY HEALTH CARE	\$10.00	Fixed Fee / Unit Rate	HOURS
CAREGIVER TRAIN/SUPPORT (GRP)	\$142.50	Fixed Fee / Unit Rate	HOURS
CAREGIVER TRAIN/SUPPORT (INDV)	\$74.11	Fixed Fee / Unit Rate	HOURS
CASE AIDE	\$33.26	Fixed Fee / Unit Rate	HOURS
CASE MANAGEMENT	\$46.20	Fixed Fee / Unit Rate	HOURS
CHORE	Cost Reimbursement	Cost Reimbursement	EPISODES
CHORE (ENHANCED)	Cost Reimbursement	Cost Reimbursement	EPISODES
COMPANIONSHIP	\$23.00	Fixed Fee / Unit Rate	HOURS
COUNSELING (GERONTOLOGICAL)- GROUP	\$107.15	Fixed Fee / Unit Rate	HOURS
COUNSELING (GERONTOLOGICAL)- INDIVIDUAL	\$42.64	Fixed Fee / Unit Rate	HOURS
COUNSELING (MENTAL HEALTH COUNSELING/SCREENING)- INDIVIDUAL	\$57.48	Fixed Fee / Unit Rate	HOURS
EMERGENCY ALERT RESPONSE	\$1.14	Fixed Fee / Unit Rate	EPISODES
EMERGENCY HOME DELIVERED SHELF MEALS	\$7.00	Fixed Fee / Unit Rate	MEALS
FINANCIAL RISK REDUCTION (ASSESSMENT)	\$34.01	Fixed Fee / Unit Rate	HOURS
FINANCIAL RISK REDUCTION (MAINTENANCE)	\$46.62	Fixed Fee / Unit Rate	HOURS
HOME DELIVERED MEALS	\$7.02	Fixed Fee / Unit Rate	MEALS
HOMEMAKER	\$22.06	Fixed Fee / Unit Rate	HOURS
HOUSING IMPROVEMENT	Cost Reimbursement	Cost Reimbursement	EPISODES
INTAKE	\$41.06	Fixed Fee / Unit Rate	HOURS
MATERIAL AID	Cost Reimbursement	Cost Reimbursement	EPISODES
NUTRITION COUNSELING - INDIVIDUAL	\$59.15	Fixed Fee / Unit Rate	HOURS
PERSONAL CARE	\$22.18	Fixed Fee / Unit Rate	HOURS
PEST CONTROL (RODDENT CONTROL)	\$41.92	Fixed Fee / Unit Rate	EPISODES
PEST CONTROL INITIATION	\$165.00	Fixed Fee / Unit Rate	EPISODES
PEST CONTROL MAINTENANCE	\$53.88	Fixed Fee / Unit Rate	EPISODES
RESPIRE IN-FACILITY	\$9.73	Fixed Fee / Unit Rate	HOURS

RESPITE IN-HOME	\$21.95	Fixed Fee / Unit Rate	HOURS
SHOPPING ASSISTANCE	\$25.44	Fixed Fee / Unit Rate	TRIPS
SPECIALIZED MEDICAL EQUIPMENT, SERVICES, AND SUPPLIES	Cost Reimbursement	Cost Reimbursement	EPISODES
TRANSPORTATION	\$35.64	Fixed Fee / Unit Rate	TRIPS