BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

MEETING DATE: 2-15-2006 **DIVISION:** COMMUNITY SERVICES

BULK ITEM: YES _X_ NO ___ **DEPARTMENT:** SOCIAL SERVICES

AGENDA ITEM WORDING: Approval of Amendment 001 to the Home Care for the Elderly (HCE) Contract #KH 472 between the Alliance for Aging, Inc. and the Monroe County Board of County Commissioners (Monroe County Social Services/In-Home Services Program) for Fiscal Year July 1, 2004 through June 30, 2005.

ITEM BACKGROUND: Approval of this Amendment for Fiscal year July 1, 2004 through June 30, 2005 is to decrease by $1,591.00 the Home Care for the Elderly (HCE) contract allocation for subsidies and increase the HCE Contract # KH-472 allocation for Case Management by $1,591.00. The total contract amount for HCE doesn't change.

PREVIOUS RELEVANT BOCC ACTION: June 16 2004.

CONTRACT/AGREEMENT CHANGES: See Item Background

STAFF RECOMMENDATION: Approval

TOTAL COST: $5,228.00 Case Management Only **BUDGETED:** YES_X_ NO___

COST TO COUNTY: Required $404.11 **SOURCE OF FUNDS:** Home Care for the Elderly Contract for $5,228.00

Additional $1,095.89

Total Combined Match $1,500.00

REVENUE PRODUCING: YES___ NO_X_ **AMT.PER MONTH**_____ **YEAR**_____

APPROVED BY: COUNTY ATTY._X_ OMB/Purchasing _X_ RISK MANAGEMENT _X

DIVISION DIRECTOR APPROVAL: Sheila A. Barker

SHEILA BARKER

DOCUMENTATION: INCLUDED_X_ TO FOLLOW___ NOT REQUIRED___

DISPOSITION:_____ **AGENDA ITEM#:**_____

Revised 1/03

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Alliance For Aging, Inc.

Contract Effective Date: July 1, 2004
Expiration Date: June 30, 2005

Contract Purpose/Description: Approval of this Amendment is to decrease by $1,591.00 the Home Care for the Elderly (HCE) contract allocation for subsidies and increase the HCE Contract #KH-472 allocation for Case Management by $1,591.00. The total contract amount for HCE doesn't change.

Contract Manager:	Deloris Simpson (Name)	4589 (Ext.)	Social Services/Stop 1 (Department/Stop #)

For BOCC meeting on 2/15/2006 Agenda Deadline: 1/31/2006

CONTRACT COSTS

Total Dollar Value of Contract: $ 5,228.00
(Case Management Only)
Budgeted? Yes X No
Grant: $ 5,228.00
County Match: $404.11 (**Case Management Only**) Required.
Additional Match $1,095.89 Total
Match $1,500.00

Current Year Portion: $_____

Account Codes: ____-____-____-____-____
____-____-____-____-____
____-____-____-____-____
____-____-____-____-____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr
(Not included in dollar value above)

For: _____
(eg. Maintenance, utilities, janitorial, salaries, etc)

CONTRACT REVIEW

	Date In	Changes Needed		Reviewer	Date Out
Division Director		Yes	No	Sheila A Barker	1-25-06
Risk Management	1-24-06	Yes	No	M. Sherrill	1-24-06
O.M.B./Purchasing	1-23-06	Yes	No	Salvatore Spada	1/23/06
County Attorney	1/19/06	Yes	No	S Hatt	1/20/06

Comments: _____

OMB Form Revised 2/27/01 MCP #2

THIS AMENDMENT, entered into between the **Alliance for Aging, Inc.** hereinafter referred to as the "Alliance", and **Monroe County Board of Commissioners, Inc.**, amends contract **KH-472.**

The purpose of this amendment is to decrease by $1,591.00 the HCE contract allocation for subsidies and increase the HCE contract allocation for Case Management by $1,591.00. The total contract amount for HCE doesn't change.

2. This amendment shall begin on **July 1, 2004** or on the date it has been signed by both parties, whichever is earlier.

   All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

   All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract are hereby amended to conform with this amendment.

   This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this 1-page amendment to be executed by their undersigned officials as duly authorized.

PROVIDER:

	MONROE COUNTY BOARD OF COMMISSIONERS.		**ALLIANCE FOR AGING, INC.**
SIGNED BY:	_____	**SIGNED BY:**	_____
NAME:	_____	**NAME:**	Steven Weisberg, M. S.
TITLE:	_____	**TITLE:**	President & CEO
DATE:	_____	**DATE:**	_____

FEDERAL ID NUMBER: 59-6000749
PROVIDER FISCAL YEAR ENDED DATE: 09/30

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 1/20/06

HOME CARE FOR THE ELDERLY CONTRACT
2004-2005

THIS CONTRACT is entered into between the Alliance for Aging, Inc., hereinafter referred to as the "Alliance", and the **Monroe County Board of Commissioners**, hereinafter referred to as the "recipient". This contract is subject to all provisions contained in the MASTER AGREEMENT executed between the Alliance and the recipient, Agreement No. PA429, and its successor, incorporated herein by reference.

The parties agree:

I. Recipient Agrees:

A. Services to be Provided:

To plan, develop, and accomplish the services delineated, or otherwise cause the planning, development, and accomplishment of such services and activities, under the conditions specified and in the manner prescribed in **Attachment I** of this agreement.

B. Requirements of Section 287.058, Florida Statutes:

These requirements are herein incorporated by reference.

C. Final Request for Payment:

1. The recipient **must** submit the final request for payment to the Alliance no later than September 15, 2005; **if the recipient fails to do so, all right to payment is forfeited, and the Alliance will not honor any requests submitted after the aforesaid time period.**

2. If the contract is terminated prior to the contract end date of September 30, 2005, then the recipient must submit the final request for payment to the Alliance no more than 45 days after the contract is terminated; **if the recipient fails to do so, all right to payment is forfeited, and the Alliance will not honor any requests submitted after the aforesaid time period.**

II. The Alliance Agrees:
Contract Amount:

To pay for contracted services according to the conditions of **Attachment I** in an amount not to exceed **$51,544.00**, subject to the availability of funds. The Alliance's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract. The funds awarded to the recipient pursuant to this contract are in the state grants and aids appropriations and consists of the following:

Program Title	Year	Funding Source	CSFA#	Fund Amounts
Home Care for the Elderly	2004	General Revenue	65001	$51,544.00
			TOTAL FUNDS CONTAINED IN THIS CONTRACT:	$51,544.00

III. Recipient and Alliance Mutually Agree:

A. Effective Date:

1. This contract shall begin on July 1, 2004 or on the date the contract has been signed by both parties, whichever is later.

2. Delivery of services shall end on June 30, 2005 This contract shall end on September 30, 2005. See Attachment I, Section III.D.

B. Termination, Suspension, and/or Enforcement:

The causes and remedies for termination or suspension of this contract shall follow the same procedures as outlined in Section III. B. and Section III. C. of the Master Agreement.

C. Recipient Responsibility:

Notwithstanding the pass through language contained in Section I.S.1. of the Master Agreement, the recipient maintains responsibility for the performance of all sub recipients in accordance with all applicable federal and state laws.

D. Notice, Contact, and Payee Information:

1. The name, address, and telephone number of the contract manager for the Alliance for this contract is:

Steven Weisberg
9500 South Dadeland Boulevard, Suite 400
Miami, Florida 33156
(305) 679-6500 SC 455-6500

2. The name, address, and telephone number of the representative of the recipient responsible for administration of the program under this contact is:

Louis LaTorre
Gato Building - 1100 Simonton Street
Key West, Florida 33040
(305) 292-4573

3. In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

4. The name (recipient name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made:

Monroe County Board of Commissioners
Gato Building - 1100 Simonton Street
Key West, Florida 33040

IN WITNESS THEREOF, the parties hereto have caused this 9-page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

MONROE COUNTY BOARD OF COMMISSIONERS	**ALLIANCE FOR AGING, INC. FOR DADE & MONROE COUNTIES**

BOARD PRESIDENT OR AUTHORIZED DESIGNEE

SIGNED BY:	Murray E. Nelson	**SIGNED BY:**	
NAME:	Murray E. Nelson	**NAME:**	Steven Weisberg, M. S.
TITLE:	Mayor/Chairman	**TITLE:**	President & CEO
DATE:	June 16, 2004	**DATE:**	6/28/04

FEDERAL ID NUMBER: **59-6000749**
PROVIDER FISCAL YEAR ENDING DATE: **09/30**

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUZANNE M. HUTTON
ASSISTANT COUNTY ATTORNEY
6/04/04

(SEAL)
ATTEST: DANNY L. KOLHAGE CLERK
BY
DEPUTY CLERK

ATTACHMENT I
HOME CARE FOR THE ELDERLY PROGRAM

I. STATEMENT OF PURPOSE

The Home Care for the Elderly (HCE) Program encourages the provision of care in family-type living arrangements in private homes on a not for profit basis as an alternative to nursing home or other institutional care.

II. SERVICES TO BE PROVIDED

A. Services:

1. The recipient's service provider application for state fiscal year 2004, and any revisions thereto approved by the Alliance and located in the contract manager's file, are incorporated by reference in this contract between the Alliance and the recipient, and prescribe the services to be rendered by the recipient.

2. Consumers may not be enrolled in a Department of Elder Affairs' state general revenue funded program, including HCE, who are also enrolled in a Medicaid capitated long term care health plan or program. These programs include the Frail Elder Program operated by United Health Care, the Channeling Program operated by Miami Jewish Home and Hospital for the Aged, the Long Term Care Community Diversion Program operating in Planning and Service Areas 7 and 9, and the Program of All Inclusive Care for the Elderly (PACE) program scheduled to begin operation in the Miami-Dade County area.

B. Manner of Service Provision:

The services will be provided in a manner consistent with and described in the recipient's service provider application for state fiscal year 2004 and the Department of Elder Affairs Client Home And Community Based Services Handbook dated 01/03 In the event the manual is revised, such revision will automatically be incorporated into the contract and the recipient will be given a copy of the revisions.

III. METHOD OF PAYMENT

A. The method of payment in this contract is based on a fixed rate reimbursement for approved services. The recipient must ensure fixed rates include only those costs which are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. All requests for payment and expenditure reports submitted to support requests for payment shall be on DOEA forms 106H and 105H. Duplication or replication of both forms via data processing equipment is permissible, provided all data elements are in the same format as included on department forms.

B. The recipient shall maintain documentation to support payment requests which shall be available to the Comptroller, the Department of Elder Affairs, or the Alliance upon request.

C. The recipient may request a monthly advance for service costs for each of the first three months of the contract period, based on anticipated cash needs. Detailed documentation justifying cash needs for advances must be submitted with the signed contract, approved by the Alliance, and maintained in the contract manager's file. All payment requests for the fourth through the twelfth months shall be based on the submission of monthly actual expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests is **ATTACHMENT II** to this contract. Reconciliation and recouping of advances made under this contract are to be completed by the time the final payment is made. All advance payments are subject to the availability of funds.

D. Advance funds may be temporarily invested by the recipient in an insured interest bearing account. All interest earned on contract fund advances must be returned to the Alliance at the end of the first quarter of the contract period.

E. The Alliance shall make payment to the provider for provision of services up to a maximum number of units of service and at the rate(s) stated below:

Service to be Provided	Unit of Service	Unit Rate	Maximum Units	Maximum Dollars
Case Management	1 hour	$47.855263	76	$3,637

F. Contract Amendments:

1. The recipient agrees to implement the distribution of funds as detailed in the service provider application and the Budget Summary, **ATTACHMENT III** to this contract. A contract amendment is required to change the total amount of the contract. With written notice to the Alliance's contract manager, funds may be moved from the Case Management budget category to the Subsidies category. The Case Management budget category can not be increased.

2. This contract is for services provided during the 2004/2005 State Fiscal year beginning July 1, 2004 through June 30, 2005, however, the contract is in effect through September 30, 2005 in order to provide for maximization of resources and to allow for greater flexibility to pay for the services rendered by June 30, 2005. Services provided after June 30, 2005 cannot be reimbursed under this contract.

3. The recipient will submit a draft closeout report by August 15, 2005. Any contract amendments after August 15, 2005 determined necessary by the Alliance will be based on the draft closeout reports.

4. The final expenditure report and request for payment will be due to the Alliance no later than September 15, 2005. No expenditure reports or requests for payment will be accepted after September 15, 2005.

G. Any payment due by the Alliance under the terms of this contract may be withheld pending the receipt and approval by the Alliance of all financial and programmatic reports due from the recipient and any adjustments thereto, including any disallowance not resolved as outlined in Section I.T. of the Master Agreement.

IV. SPECIAL PROVISIONS

A. State Laws and Regulations:

1. The recipient agrees to comply with applicable parts of Rule Chapter 58H-1, Florida Administrative Code promulgated for administration of Sections 430.601 through 430.608, Florida Statutes, and the Department of Elder Affairs Home and Community Based Services Handbook dated 01/03.

2. The recipient agrees to comply with the provisions of Sections 97.021 and 97.058, Florida Statutes, and all rules related thereto in the Florida Administrative Code.

B. Assessment and Prioritization for Service Delivery for New Consumers:

The following are the criteria to prioritize new consumers for service delivery. It is not the intent of the Department of Elder Affairs to remove existing clients from any program in order to serve new clients being assessed and prioritized for service delivery.

1. Priority Criteria for Service Delivery:

   a) individuals in nursing homes under Medicaid who could be transferred to the community;
   b) individuals in nursing homes whose Medicare coverage is exhausted and may be diverted to the community;
   c) individuals in nursing homes which are closing or in receivership and can be discharged to the community; or
   d) individuals whose mental or physical health condition has deteriorated to the degree self care is not possible, there is no capable caregiver and institutional placement will occur within 72 hours.

2. Priority Criteria for Other Assessed Individuals:

   The assessment and provision of services should always consider the most cost effective means of service delivery. Functional impairment shall be determined through the department's consumer assessment form administered to each applicant. The most frail individuals not prioritized in the group above, regardless of referral source, will receive services to the extent funding is available.

C. Consumer Information, Registration and Tracking System (CIRTS):

1. The recipient will ensure the collection and maintenance of Home Care for the Elderly (HCE) subsidies and case management information on a monthly basis from the Consumer Information, Registration and Tracking System (CIRTS). Maintenance includes valid exports and backups of all data and systems according to department standards.

2. The recipient must ensure all data for HCE subsidies are entered in the CIRTS by the 15th of each month. HCE subsidy data entered into the CIRTS by the 15th of the month will be for payments incurred between the 16th of the previous month and the 15th of the current month. Case management data entered into the CIRTS by the 15th of the month will be for units of service provided during the previous month from the 16th and up to and including the 15th of the current month or case management units of service may be entered according to the recipient schedule, in aggregate on the 31st or daily, weekly or monthly.

3. The recipient will ensure data entry for HCE subsidies will cease on the 15th of the month and the CIRTS Monthly Service Utilization Report, by consumer and by worker identification is run.

4. The recipient will ensure the Monthly Utilization Report, by consumer and by worker identification is verified, corrected, certified no later than the 20th of the month in which the report is generated.

5. The recipient will ensure caregivers determined eligible for the HCE basic subsidy after the 15th of a month, will be processed to begin eligibility for the HCE basic subsidy on the 1st day of the next month.

6. The Alliance will reconcile and verify the CIRTS data prior to payment for HCE basic and special subsidies and case management.

7. The Alliance will reconcile and verify the CIRTS data prior to payment for HCE basic and special subsidies and case management.

ATTACHMENT II
HOME CARE FOR THE ELDERLY PROGRAM

CONTRACT REPORT CALENDAR

Report Number	Based On	Submit to the Alliance on This Date
1	July Advance *	July 1
2	August Advance *	July 1
3	July Expenditure Report	August 10
4	August Expenditure Report	September 10
5	September Expenditure Report	October 10
6	October Expenditure Report	November 10
7	November Expenditure Report	December 10
8	December Expenditure Report	January 10
9	January Expenditure Report	February 10
10	February Expenditure Report	March 10
11	March Expenditure Report	April 10
12	April Expenditure Report	May 10
13	May Expenditure Report/July Advance Reconciliation **	June 10
14	June Expenditure Report/August Advance Reconciliation **	July 10
15	Draft Closeout Report	August 15
16	Final Expenditure and Request for Payment Report	September 15
17	Closeout Report	September 15

Legend:

* Advance based on projected cash need.

** Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Alliance, payment is to accompany the report.

Note # 1: Report #1 for Advance Basis Contracts cannot be submitted to the Alliance prior to July 1 or until the contract with the Alliance has been executed. Actual submission of the vouchers to the Department of Elder Affairs is dependent on the accuracy of the expenditure report.

Note # 2: The last three months of the recipient's fiscal reports covering actual expenditures should reflect an adjustment repaying advances for the first three months of the contract.

BUDGET SUMMARY

1.	Case Management	$ 3,637.00
2.	Subsidy Payments[1]	$47,907.00
3.	Total	**$51,544.00**

* * * * * *

[1] All subsidy payments are made by the Alliance, on behalf of the recipient, to eligible caregivers after proper verification in CIRTS for any given month during which service was provided to a homebound HCE elder consumer.