

ATTACHMENT II (A)

**HOME AND COMMUNITY BASED SERVICES
AGED AND DISABLED ADULT (ADA) MEDICAID WAIVER
REFERRAL AGREEMENT**

This Referral Agreement, made this ____ day of _____, 2004 between _____, the Area Agency on Aging (AAA) for Planning and Service Area (PSA) ____; and _____, the Service Provider, is in effect for a period of time that is equal to the Medicaid waiver provider's enrollment period with the State of Florida's Medicaid fiscal agent. One purpose of this agreement is to promote the development of a coordinated service delivery system to meet the needs of the aged or disabled adults who are at risk of premature institutionalization. Another purpose of this agreement is to enable eligible elderly participants to receive home and community based services ~~through the Aged and Disabled Adult (ADA) and Assisted Living for the Frail Elderly (ALE) Waiver Services~~ from qualified providers with oversight of the quality of care by the Medicaid Waiver Specialist employed by the AAA. These services are authorized in order that the participant may remain in the least restrictive setting and avoid or delay premature nursing home placement. Services and care are to be furnished in a way that fosters the independence of each participant to facilitate aging in place. All parties agree that routines of care provision and service delivery must be consumer driven to the maximum extent possible. All parties agree to and will treat each participant with dignity and respect.

I. Objectives

- A. To maintain a climate of cooperation and consultation with and between agencies, in order to achieve maximum efficiency and effectiveness.
- B. To promote programs and activities designed to prevent the premature institutionalization of elders and disabled adults.
- C. To require the parties of this Agreement to provide technical assistance and consultation to each other on matters pertaining to actual service delivery and share appropriate assessment information and care plans so duplication may not occur.
- D. To establish an effective working relationship between the case management agency that is responsible for the development of care plans and authorization of services available under the waiver, the service provider that is responsible for the direct provision of those services to consumers served under the waiver program, and the AAA that is responsible for management and oversight of the waiver program.

II. Under this Agreement, the Service Provider agrees to the following:

- A. To accept referrals for the 1915c **Home and Community-Based Services - ADA Medicaid Waiver** from the enrolled case management agency.
- B. To provide quality service(s) to the waiver participant as specified in Section IV. Provision of service(s), subject to quality monitoring and/or observation by the case

management agency and/or the AAA and/or the Department of Elder Affairs (the “department”).

- A.** To provide only those services specifically outlined in the Plan of Care and authorized by the enrolled case management agency.
- B.** To attach documentation regarding the service provider's qualifications to this agreement; and to provide, as requested, any information regarding Medicaid Waiver billing, payment, or waiver participant information, to the case management agency or AAA. Provider rates shall not exceed the approved negotiated rates that are at or below the service provider's usual and customary rates. If additional services are to be added to this agreement, a written request to do so must be received by the AAA. If approved, an amendment must be prepared by the AAA indicating the service(s) to be added. The necessary documentation regarding provider qualifications for the additional services must be attached to the agreement.
- C.** To maintain the waiver participant's confidentiality according to 42 CFR 431.301.
- D.** To immediately report any changes in the waiver participant's condition to the case management agency.
- E.** To maintain enrolled provider status by renewing applicable licensure, certification, contract and/or referral agreements and by maintaining all provider qualifications as contained in the Aged and Disabled Adult Medicaid Waiver under which services are provided.
- F.** To include its name and other appropriate information on a list of all enrolled providers which will be shown to consumers during development of an individualized plan of care, understanding that the consumer reserves the right at all times to a choice of enrolled providers.
- G.** To immediately notify the case management agency of staffing shortfalls that will negatively impact provision of service to Medicaid Waiver consumers.
- H.** To submit claim data for billing to the Medicaid fiscal agent after delivery of services has been accomplished. All services should be billed within 60 days after services have been provided or document reasons for delayed submission of claims. Such documentation shall be available for review by the area agency on agency or by the department, upon request.
- I.** To submit claims for billing to the Medicaid fiscal agent at the agency's contracted rate.
- J.** To submit void or adjustment claims no later than 45 days after either party has identified the error. ~~Any error not adjusted or voided within 45 days may be adjusted or voided by the AAA.~~ The provider's refusal to adjust or void erroneous claims ~~will~~ ~~may~~ result in termination of this agreement ~~and/or referral to the department, and will be referred by the department to the Agency for Health Care Administration for appropriate action.~~
- K.** To develop and implement a policy to ensure that its employees, board members, and management, will avoid any conflict of interest or the appearance of a conflict of interest when disbursing or using the funds described in this agreement. A conflict of interest includes, but is not limited to, receiving, or agreeing to receive, a direct or indirect benefit, or anything of value from a service provider, consumer, vendor, or any person wishing to benefit from the use or disbursement of funds. To avoid a conflict of

interest, the service provider must ensure that all individuals make a disclosure to the AAA of any relationship which may be a conflict of interest, within thirty (30) days of an individual's original appointment or placement on a board, or if the individual is serving as an incumbent, within thirty (30) days of the commencement of the agreement.

- L.** To adhere to the federal waiver requirements and the policies and procedures outlined in the following manuals published by the Agency for Health Care Administration: the Aged/Disabled Adult Waiver Guidelines and the Medicaid Provider Reimbursement Handbook (Non-Institutional 081), including any and all attachments or updates.
- M.** The AAA may impose department-approved sanctions for non-compliance with the terms of this agreement.

III. Under this Agreement, the Area Agency on Aging agrees to the following:

- A. To facilitate the enrollment of providers with the Medicaid Fiscal Agent.
- B. To provide technical assistance and training to Service Providers.
- C. To notify the case management agency within 48 hours of any approved service provider rate adjustment.
- D. To regularly monitor the Service Providers in accordance with requirements specified by the department.
- E. To complete a new referral agreement signed by all parties when unit rate changes are approved.

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

Service	Unit Rate	County/Region Served
A._____		
B._____		
C._____		
D._____		
E._____		

V. Termination

In the event this agreement is terminated, the case management agency and the service provider agree to submit, at the time notice of intent to terminate is delivered, a plan which identifies procedures to ensure services to consumers will not be interrupted or suspended by the termination.

A. Termination at Will

This agreement may be terminated by any party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in

person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this agreement become unavailable, the area agency may terminate this agreement upon no less than twenty-four (24) hours notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The area agency shall be the final authority as to the availability of funds.

C. Termination for Breach

Unless a breach is waived by the area agency in writing, or the parties fail to cure the breach within the time specified by the area agency, the area agency may, by written notice to the parties, terminate the agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In witness whereof, the parties have caused this ____ page agreement to be executed by their undersigned officials as duly authorized.

Area Agency on Aging

signature

print name

title

date

Service provider

signature

print name

title

date

ATTACHMENT II (B)

**HOME AND COMMUNITY BASED SERVICES MEDICAID WAIVERS
CASE MANAGEMENT REFERRAL AGREEMENT**

This Referral Agreement, made this _____ day of _____, 2004, between _____, the area agency on aging (AAA) for planning and service area (PSA) _____ and _____, a case management agency. This referral agreement is in effect for a period of time that is equal to the Medicaid waiver provider's enrollment period with the State of Florida's Medicaid fiscal agent. The purpose of this agreement is to enable eligible elderly participants to receive case management services from qualified providers with oversight of the quality of care by the Medicaid Waiver Specialist employed by the AAA. These services are authorized in order that the participant may remain in the least restrictive setting and avoid or delay premature nursing home placement. Services and care are to be furnished in a way that fosters the independence of each participant to facilitate aging in place. All parties agree that routines of care provision and service delivery must be consumer-driven to the maximum extent possible. All parties agree to and will treat each participant with dignity and respect.

I. Objectives

- A. To maintain a climate of cooperation and consultation with and between agencies, in order to achieve maximum efficiency and effectiveness.
- B. To participate together by means of shared information in the development and expansion of services.
- C. To promote programs and activities designed to prevent the premature institutionalization of elders and disabled adults.
- D. The parties of this agreement will provide technical assistance and consultation to each other on matters pertaining to actual service delivery and share appropriate assessment information and care plans so duplication may not occur.
- E. To establish an effective working relationship between the case management agency that is responsible for the development of care plans and authorization of services available under the waiver, the service provider that is responsible for the direct provision of those services to consumers served under the waiver program, and the AAA that is responsible for management and oversight of the waiver program.

II. Under this Agreement, the Area Agency on Aging agrees to the following:

- A. To facilitate the enrollment of providers with the Medicaid Fiscal Agent.
- B. To ensure the case management agency is an active Medicaid provider prior to serving any consumer under the Aged and Disabled Adult (ADA) Medicaid Waiver and Assisted Living for Frail Elderly (ALE) Medicaid Waiver Programs and any other Medicaid Waiver program that may be approved by the Centers for Medicaid and Medicare Services (CMS) and implemented in the State of Florida.
- C. To provide technical assistance and training to the case management agencies.
- D. To provide on site monitoring of the case management agency at least semi-annually.
- E. To monitor and project Provider expenditures to assure spending is maintained within

spending authority.

F. To complete a new referral agreement signed by all parties when unit rate changes are approved.

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

- A. Assign qualified case managers as contained in the ADA Medicaid Waiver to provide case management services under the Medicaid Home and Community Based Waiver for Aged and Disabled Adults. Provider rates shall not exceed the approved negotiated rates that are at or below the service provider's **contracted rates, usual and customary rates.**
- B. Develop and implement the Plan of Care specifically outlining the service(s) to be delivered that must be signed by the consumer.
- C. Reevaluate the Plan of Care at least every six months or more frequently if changes in the consumers condition or the services being received have changed significantly, and make changes to authorized services and/or service providers as needed.
- D. Adhere to the federal waiver requirements and policies and procedures outlined in the following manuals published by the Agency for Health Care Administration: Aged and Disabled Adult Waiver Guidelines and the Medicaid Provider Reimbursement Handbook (Non-Institutional 081), including any and all attachments or updates.
- E. Provide to the AAA a monthly summary of Aged and Disabled Adult Medicaid Waiver expenditures billed and accrued.
- F. Refer consumers to any qualified Service Provider as selected by the consumer.
- G. Issue written service authorizations to the service provider with at least 24 hours notice. The referral will contain at a minimum:
 1. Name
 2. Address (with directions if not easily accessible)
 3. Pertinent information regarding consumer's health or disabilities and living situation
 4. Detailed service description including frequency, duration and specific tasks to be performed.
- H. Evaluate quality of services and service documentation by the service provider.
- I. Accept financial responsibility for service claims found to be out of compliance if the non compliance was the result of a failure by the case management agency to update, renew, or terminate the service authorization.
- J. **To forward a monthly expenditure tracking report to the area agency no later than the date agreed upon by both parties.**
- K. Monitor service providers for adherence to authorized care plans, authorized reimbursement rates, and to ensure that the service provider is billing only for services authorized in the care plan.
- L. Develop and implement a policy to ensure that its employees, board members, and management, will avoid any conflict of interest or the appearance of a conflict of interest when disbursing or using the funds described in this agreement or when contracting with another entity which will be paid by the funds described in this agreement. A conflict of interest includes, but is not limited to, receiving, or agreeing to receive, a direct or indirect benefit, or anything of value from a service provider, consumer, vendor, or any person wishing to benefit from the use or disbursement of funds. To avoid a conflict of interest, the case management agency must ensure that all individuals make a disclosure to the AAA of any relationship which may be a conflict of interest, within thirty (30)

days of an individual's original appointment or placement on a board, or if the individual is serving as an incumbent, within thirty (30) days of the commencement of the agreement.

M. To submit void or adjustment claims no later than 45 days after the error has been identified by either party. ~~Any error not adjusted or voided within 45 days may be adjusted or voided by the AAA.~~ The provider's refusal to adjust or void erroneous claims ~~will may~~ result in termination of this agreement and/or referral to the department, and ~~will be referred to the Agency for Health Care Administration for appropriate action.~~

N. The AAA may impose department-approved sanctions for non-compliance with items of this agreement.

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

Service	Unit Rate	County/Region Served
A.		
B.		
C.		
D.		
E.		

V. Termination

In the event this agreement is terminated, the case management agency agrees to submit, at the time notice of intent to terminate is delivered, a plan that identifies procedures to ensure services to consumers will not be interrupted or suspended by the termination.

A. Termination at Will

This agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this agreement become unavailable, the area agency may terminate this agreement upon no less than twenty-four (24) hours notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The area agency shall be the final authority as to the availability of funds.

C. Termination for Breach

Unless a breach is waived by the area agency in writing, or the parties fail to cure the breach within the time specified by the area agency, the area agency may, by written notice to the parties, terminate the agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In witness whereof, the parties have caused this ____ page agreement to be executed by their undersigned officials as duly authorized.

Area Agency on Aging

signature

print name

title

date

Case Management Agency

signature

print name

title

date

ATTACHMENT III (A)

**HOME AND COMMUNITY BASED SERVICES
ASSISTED LIVING FOR THE FRAIL ELDERLY (ALE) MEDICAID WAIVER
REFERRAL AGREEMENT**

This Referral Agreement, made this _____ day of _____, 2004 between _____, the area agency on aging (AAA) for Planning and Service Area (PSA) _____ and _____, an Assisted Living Facility (ALF). This referral agreement is in effect for a period of time that is equal to the Medicaid waiver provider's enrollment period with the State of Florida's Medicaid fiscal agent. The purpose of this agreement is to enable eligible elderly participants to receive Assisted Living for the Frail Elderly (ALE) Medicaid Waiver Services from qualified providers with oversight of the quality of care by the Medicaid Specialist employed by the AAA. These services are authorized in order that the participant may remain in the least restrictive setting and avoid or delay premature nursing home placement. Services and care are to be furnished in a way that fosters the independence of each participant to facilitate aging in place. All parties agree that routines of care provision and service delivery must be consumer-driven to the maximum extent possible. All parties agree to and will treat each participant with dignity and respect.

I. Objectives

- A. To maintain a climate of cooperation and consultation with and between agencies, in order to achieve maximum efficiency and effectiveness.
- B. To participate together by means of shared information in the development of services.
- C. To promote programs and activities designed to prevent the premature institutionalization of elders who, but for the provision of ALE Medicaid Waiver services, would require nursing home placement.
- D. All parties recognize that the consumer retains the right to assume risk, tempered only by the individual's ability to assume responsibility for that risk.
- E. All parties recognize that the consumer retains the right to choose which enrolled facility he/she will reside in.
- F. The parties of this Agreement will provide technical assistance and consultation to each other on matters pertaining to actual service delivery and share appropriate assessment information and care/service plans so duplication may not occur.
- G. To establish an effective working relationship between the case management agency that is responsible for the development of care plans and authorization of services available under the waiver, the Assisted Living Facility that is responsible for the direct provision of those services to consumers served under the waiver program, and the AAA that is responsible for management and oversight of the waiver program.

II. Under this Agreement, the Assisted Living Facility (ALF) Provider Agency agrees to the following:

- A. To receive referrals for the ALE Medicaid Waiver from an enrolled case management agency.
- B. To maintain required licensure status as follows:
 - 1. Hold a current Limited Nursing Service (LNS) or Extended Congregate Care (ECC) license.
 - 2. A copy of the current license and most recent licensure survey results are attached to this agreement.
- C. Notify the AAA of any change of ownership action at least 60 days prior to the effective date of closing.
- D. Provide copies of all licensure survey reports, plans of corrective action if citations have occurred and license within 10 calendar days from receipt to the AAA.
- E. To provide enhanced services beyond those specified in the resident's agreement with the facility. Services will be specifically outlined in the Plan of Care submitted by the Case Management Agency. These services are subject to observation by the case manager and quality assurance monitoring by the Medicaid Waiver Specialist and/or the Department of Elder Affairs (the "department").
- F. To provide and log service(s) as authorized in the waiver participant's service activity plan which is developed by the facility based upon the consumer's care plan. The log must be current and available for the Case Manager and Medicaid Waiver Specialist to review.
- G. To bill Medicaid in an amount not to exceed the per diem minus the consumer's patient responsibility. (Patient responsibility is determined by Department of Children and Families)
- H. To provide the Medicaid Waiver Specialist with documentation regarding provider qualifications; and to provide, as requested, any information regarding Medicaid Waiver billing, payment, or waiver participant information to the case management agency.
- I. To maintain the waiver participant's confidentiality.
- J. To immediately report any significant changes in the waiver participant's condition to the case management agency as soon as the provider becomes aware of such changes or within 48 hours, whichever is earlier.
- K. Participate in training arranged by the AAA, the department, Department of Children and Families and/or Agency for Health Care Administration.
- L. Schedule resident staffing to include case management participation and allow case management agency staff and area agency staff access to ALE Medicaid Waiver resident files.
- M. To adhere to all policies and procedures as outlined in the following manuals published by the Agency for Health Care Administration: *Assisted Living Waiver Guidelines and the Medicaid Provider Reimbursement Handbook (Non-Institutional 081)*, including any and all attachments or updates.
- N. To provide the AAA with a monthly summary of amounts billed to the Medicaid Fiscal Agent for and accrued for ALE Medicaid Waiver Services.
- O. To submit claim data for billing to the Medicaid fiscal agent after delivery of services has

been accomplished. All services should be billed within 60 days after services have been provided or document reasons for delayed submission of claims. Such documentation shall be available for review by the AAA or by the department, upon request.

- P. To develop and implement a policy to ensure that its employees, board members, and management, will avoid any conflict of interest or the appearance of a conflict of interest when disbursing or using the funds described in this agreement or when contracting with another entity which will be paid by the funds described in this agreement. A conflict of interest includes, but is not limited to, receiving, or agreeing to receive, a direct or indirect benefit, or anything of value from a service provider, consumer, vendor, or any person wishing to benefit from the use or disbursement of funds. To avoid a conflict of interest, the service provider must ensure that all individuals make a disclosure to the AAA of any relationship which may be a conflict of interest, within thirty (30) days of an individual's original appointment or placement on a board, or if the individual is serving as an incumbent, within thirty (30) days of the commencement of the agreement.
- Q. To submit void or adjustment claims no later than 45 days after the error has been identified by either party. ~~Any error not adjusted or voided within 45 days may be adjusted or voided by the AAA.~~ The provider's refusal to adjust or void erroneous claims ~~will may~~ result in termination of this agreement ~~and/or referral to the department, and will be referred by the department to the Agency for Health Care Administration for appropriate action.~~

III. Under this Agreement, the Area Agency on Aging agrees to the following:

- A. To facilitate the enrollment of providers with the Medicaid Fiscal Agent.
- B. To provide technical assistance and training to ALFs and case management agencies.
- C. To provide on site monitoring of the ALF and case management agency.
- D. To monitor and project Provider expenditures to assure spending is maintained within spending authority.
- E. To regularly participate in mandated core training for ~~ALF operators administrators, as coordinated by the AAA Trainers located within each PSA providing information pertinent to the Assisted Living for the Frail Elderly Medicaid Waiver.~~

IV. Termination

In the event this agreement is terminated, the case management agency and the service provider agree to submit, at the time notice of intent to terminate is delivered, a plan which identifies procedures to ensure services to consumers will not be interrupted or suspended by the termination.

A. Termination at Will

This agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this agreement become unavailable, the area agency may

terminate this agreement upon no less than twenty-four (24) hours notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The AAA shall be the final authority as to the availability of funds.

C. Termination for Breach

Unless a breach is waived by the AAA in writing, or the parties fail to cure the breach within the time specified by the AAA, the AAA may, by written notice to the parties, terminate the agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In witness whereof, the parties have caused this ____ page agreement to be executed by their undersigned officials as duly authorized.

Area Agency on Aging

signature

print name

title

date

Assisted Living Facility

signature

print name

title

date

ATTACHMENT III (B)

HOME AND COMMUNITY BASED SERVICES ASSISTED LIVING FOR THE FRAIL ELDERLY (ALE) MEDICAID WAIVER CASE MANAGEMENT REFERRAL AGREEMENT

This Referral Agreement, made this _____ day of _____, 2004, between _____, the area agency on aging (AAA) for Planning and Service Area (PSA) _____ and _____, a case management agency. This Referral Agreement is in effect for a period of time that is equal to the Medicaid waiver provider's enrollment period with the State of Florida's Medicaid fiscal agent. The purpose of this agreement is to enable eligible elderly participants to receive case management services from qualified providers with oversight of the quality of care by the Medicaid Waiver Specialist employed by the AAA. These services are authorized in order that the participant may remain in the least restrictive setting and avoid or delay premature nursing home placement. Services and care are to be furnished in a way that fosters the independence of each participant to facilitate aging in place. All parties agree that routines of care provision and service delivery must be consumer-driven to the maximum extent possible. All parties agree to and will treat each participant with dignity and respect.

I. Objectives

- A. To maintain a climate of cooperation and consultation with and between agencies, in order to achieve maximum efficiency and effectiveness.
- B. To participate together by means of shared information in the development and expansion of services.
- C. To promote programs and activities designed to prevent the premature institutionalization of elders and disabled adults.
- D. The parties of this Agreement will provide technical assistance and consultation to each other on matters pertaining to actual service delivery and share appropriate assessment information and care plans so duplication may not occur.
- E. To establish an effective working relationship between the case management agency that is responsible for the development of care plans and authorization of services available under the waiver, the Assisted Living Facility that is responsible for the direct provision of those services to consumers served under the waiver program, and the AAA that is responsible for management and oversight of the waiver program.

II. Under this Agreement, the Area Agency on Aging agrees to the following:

- A. To facilitate the enrollment of providers with the Medicaid Fiscal Agent.
- B. To provide technical assistance and training to the case management agencies.
- C. To provide on site monitoring of the case management agency at least semi-annually.
- D. Monitor and project Provider expenditures to assure spending is maintained within spending authority.
- E. To regularly participate in mandated core training for ALF operators administrators. ~~as coordinated by the AAA or Trainers located within each PSA providing information pertinent to the ALE.~~

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

- A. Assign qualified case managers who have successfully completed core training to provide case management under the ALE Medicaid Waiver and meet the minimum qualifications as contained in the ALE Medicaid Waiver. Case managers must complete such training within six months of being assigned to the ALE Medicaid Waiver.
- B. Develop and implement the Plan of Care specifically outlining the service(s) to be delivered which must be signed by the resident, ALF administrator or representative of the ALF's nursing staff, and the Case Manager and provided to the ALF for their files.
- C. Be available to the ALF for case staffing of the referred case and provide narratives describing the contents of such staffing for the case record.
- D. Provide on site case management activities with the resident and the ALF staff monthly and note the resident's progress and receipt of services as evidenced by the facility Service Activity Plan and resident log entries; changes in the residents Activities of Daily Living, Instrumental Activities of Daily Living; and certify continuing participation in the program based on the observations. A case file must be maintained at the case management agency describing the case management activities.
- E. Review the Care Plan quarterly with the resident, his/her family if applicable, and the ALF facility staff.
- F. Provide the assisted living facility with a copy of the Comprehensive Resident Assessment, any subsequent reassessments and Plans of Care .
- G. Adhere to the policies and procedures as outlined in the following manuals published by the Agency for Health Care Administration: Assisted Living Medicaid Waiver Guidelines and the Medicaid Provider Reimbursement Handbook (Non-Institutional 081), including any and all attachments or updates.
- H. Provide to the AAA a monthly summary of Assisted Living Case Management expenditures billed and accrued.
- I. Provide consumers with a list of all qualified Service providers.
- J. Develop and implement a policy to ensure that its employees, board members, and management, will avoid any conflict of interest or the appearance of a conflict of interest when disbursing or using the funds described in this agreement or when contracting with another entity which will be paid by the funds described in this agreement. A conflict of interest includes, but is not limited to, receiving, or agreeing to receive, a direct or indirect benefit, or anything of value from a service provider, consumer, vendor, or any person wishing to benefit from the use or disbursement of funds. To avoid a conflict of interest, the case management agency must ensure that all individuals make a disclosure to the AAA of any relationship which may be a conflict of interest, within thirty (30) days of an individual's original appointment or placement on a board, or if the individual is serving as an incumbent, within thirty (30) days of the commencement of the agreement.
- K. To submit void or adjustment claims no later than 45 days after the error has been identified by either party. ~~Any error not adjusted or voided within 45 days may be adjusted or voided by the AAA.~~ The provider's refusal to adjust or void erroneous claims **will may** result in termination of this agreement **and/or referral to the department, and**

will be referred by department to the Agency for Health Care Administration for appropriate action.

IV. Termination

In the event this agreement is terminated, the case management agency and the service provider agree to submit, at the time notice of intent to terminate is delivered, a plan that identifies procedures to ensure services to consumers will not be interrupted or suspended by the termination.

A. Termination at Will

This agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties, in writing.

Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this agreement become unavailable, the AAA may terminate this agreement upon no less than twenty-four (24) hours notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The AAA shall be the final authority as to the availability of funds.

C. Termination for Breach

Unless a breach is waived by the area agency in writing, or the parties fail to cure the breach within the time specified by the AAA, the AAA may, by written notice to the parties, terminate the agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In witness whereof, the parties have caused this ____ page agreement to be executed by their undersigned officials as duly authorized.

Area Agency on Aging

signature

print name

title

date

Case Management Agency

signature

print name

title

date