

**AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.
VETERAN DIRECTED CARE PROGRAM
REFERRAL AGREEMENT**

This Referral Agreement is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council”, and Broward County, a political subdivision of the State of Florida, hereinafter referred to as the “Provider”, who are collectively referred to as the “Parties.” Funding under this Agreement is provided by Veterans Administration Appropriations through, and administered by the Areawide Council on Aging of Broward County, Inc.

1. 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 Broward County veterans.
- 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 does not occur.
- d. To establish and maintain an effective working relationship between the Provider, who is responsible for the case management, development of care plans and authorization of services available, and direct provision of those services to veterans served under this program, and the Council, who is responsible for management and oversight of the Veteran Directed Care (VDC) Program, formerly known as Veterans Directed Home and Community Based Services (VD-HCBS) Program.

2. Under this Agreement, the Provider agrees to the following:

- a. To accept referrals for the VDC Program which provides qualifying veterans the opportunity to hire workers to help with their daily needs. The Miami Veterans Administration Medical Center (VAMC) will identify veterans of any age who are eligible for the VDC Program and refer them to the Council, which will in turn, refer interested veterans to the Provider. In cases when veteran referrals come through other avenues, the veteran must first be enrolled by the VAMC for health care, have a VAMC primary care team, meet the admission criteria for the VDC Program, and receive a referral from the VAMC.
- b. To provide service to the VDC Program veteran as specified elsewhere in this Agreement. Provision of service is subject to quality monitoring and/or observation by the Council and/or the VAMC.
- c. To provide the Council a monthly billing summary, no later than the 15th calendar day of the month following the provision of services. The summary shall reflect the veteran's name, client ID number, number of days billed, care plan amount, and per diem rate.
- d. To act in the following manners upon hospitalization or death:

- i. Upon learning of a veteran's hospitalization, the Provider shall promptly notify the Council.
 - ii. When a veteran who is enrolled in the VDC Program is hospitalized for 15 days or less, Council will pay for certain household services and planned purchases on a case-by-case basis. Council will not pay for personal care services during hospitalization. Veterans who remain hospitalized for more than 15 days will be considered discharged from the Program. Upon being discharged from the VDC Program, no reimbursement will be approved if the veteran was not re-enrolled to receive services for any time during that month. These veterans may be re-enrolled following hospital care, when approved by Council.
 - iii. Upon learning of a veteran's death, the Provider shall promptly notify the Council.
- e. To not solicit contributions, donations, or gifts from veterans or family members.
- f. To routinely review administrative performance standards and services through a quality assurance process. The minimum performance standards that must be monitored are indicated in Attachment II.
- g. To allow review of the veteran's care by the Council and the VAMC.
 - i. The Council and the VAMC, at its sole option, will monitor the care of services provided to veterans under this Agreement, through one or any combination of the following methods:
 1. Review of agency reports;
 2. Telephone contact to ensure veterans are receiving the services according to the care plan; and
 3. On-site monitoring of veteran's care.
 - ii. Veteran and family satisfaction with these services may also be discussed. All records concerning the veteran's care will be readily accessible to the Council and the VAMC. Upon discharge or death of the veteran, all records will be retained by the Provider for a period of at least seven (7) years following termination of care.
- h. The VAMC will determine the care plan amount utilizing the VA Minnesota Assessment tool.
- i. The Provider has the right to refuse to accept any referral under the VDC Program when it is anticipated that the services required would exceed the scope of the Provider's ability to meet the care needs of the veteran.
- j. Veterans may choose to discontinue their participation in the VDC Program at any time with written notice to the Provider. The Provider will follow up with the veteran within seven (7) business days of receipt of said notice to confirm the veteran's intent. Written notification will be sent to the Council upon termination of services. Once services have been terminated, the veteran will no longer be eligible for the VDC Program.
- k. The Provider will notify the Council of any disputes regarding level of care, covered services, or other Agreement issues within five (5) business days of being noted.

1. The Provider is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and thus must comply with all HIPAA privacy and security regulations.

3. Under this Agreement, the Council will:

- a. Process monthly invoices and reimburse the Provider in a timely manner, and
- b. Provide technical assistance and oversight on matters bearing on the provision of services or on the administration of these funds.

4. Terms

Services performed under this Agreement will begin on October 1, 2023 and terminate on September 30, 2024.

5. Services to be provided/reimbursed:

- a. Under this Agreement, the Provider will provide case management on an as needed basis, with veteran contact occurring at least monthly. It is a prime factor of the VDC Program that initial veteran enrollment will require a considerable investment of case management time. Initial enrollment includes, but is not limited to:
 - i. Comprehensive assessment as indicated in Attachment III;
 - ii. Care plan development based on the funding level determined by the VAMC, see Attachment I;
 - iii. Enrollment paperwork including tax forms; and
 - iv. Development of job descriptions.
- b. The Provider will be reimbursed as follows:
 - i. A one-time payment of \$300.00 for each complete initial enrollment; and
 - ii. A flat ten percent (10%) of the authorized care plan with a maximum reimbursement of \$229.00, per veteran, per month, for the provision of case management. The per diem rate will be 1/28, 1/30 or 1/31 of the monthly reimbursement allotment depending on the number of days in the billing month; and
 - iii. A one-time payment of \$150.00 for each complete annual re-assessment.
 - iv. A payment for each level 1 and/or level 2 background screening based on vendor rates. As requested by VDC Program Guidelines.
- c. Payments, made under this Agreement, constitute the total cost of care. No additional charges will be billed to Medicare Part B, the veteran or his/her family, either by the Provider or any third party furnishing services or supplies required for such care, unless and until specific prior authorization, in writing, is obtained.

6. Notice, Contact, and Payee Information:

- a. The name, address, and telephone number of the representative for the Council for this Agreement is:
Charlotte Mather-Taylor, Executive Director
Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road
Sunrise, FL 33351

(954) 745-9567 Fax: (954) 745-9584

- b. The name, address, and telephone number of the representative of the Provider responsible for administration of the Program under this Agreement is:

Andrea Busada, Director
Broward County Elderly & Veterans Services Division
1 N University Dr. Suite 4108B
Plantation, FL 33324
(954) 357-6622 Fax (954) 357-7488

7. Termination

In the event this Agreement is terminated, under any one of the following conditions, the Provider agrees to submit, at that time, a notice of intent and a plan which identifies procedures to attempt to ensure services to veterans 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 fourteen (14) 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 Council may terminate this Agreement upon no less than thirty (30) calendar days 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 Council in consultation with the VAMC shall be the final authority as to the availability of funds.

- c. Termination for Breach:

Unless a breach is waived by the Council in writing, or the Provider fails to cure the breach within the time specified by the Council, the Council may, by written notice to the Provider, terminate this Agreement upon no less than thirty (30) calendar days notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- d. In the event this Agreement is terminated, under any one of the conditions in this section, the Provider shall be paid for any services performed under this Agreement through the termination date specified in the written notice of termination.

- e. Upon termination of this Agreement, the Provider will either transfer, at no cost to the Council, all public records in possession of the Provider, or will keep and maintain public records required by the Council. If the Provider transfers all public records to the Council upon termination of this Contract, Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Provider keeps and maintains public records upon termination of this Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council in a format that is compatible with the information technology systems of the Council.

8. Consequences for non-compliance

The Provider shall ensure 100% of the minimum performance standards identified in Attachment II are met pursuant to this Agreement's requirements. Failure to meet the minimum performance standards identified in this Agreement shall result in the following consequences for non-compliance.

a. Performance Improvement Plan (PIP):

If at any time the Provider is notified by the Council that it has failed to meet the minimum performance standards identified in this Agreement, the Provider will have ten (10) business days to submit a PIP to the Council that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council. The Council will assess a financial consequence for non-compliance for each deficiency identified in the PIP which is not corrected pursuant to the PIP. The Council will also assess a financial consequence for failure to timely submit a PIP.

b. Financial Consequences

- i. The Council will withhold payment or impose a 2% reduction of payment per business day if the Provider fails to meet the minimum performance standards identified in this Agreement to the satisfaction of the Council. The reduction of payment will begin on the first business day following the Council's notification to the Provider that it has failed to meet the minimum performance standards identified in this Agreement.
- ii. The Council will withhold payment or impose a 2% reduction of payment per business day if the Provider fails to remedy or satisfactorily address the identified deficiencies in accordance with the Council approved PIP, referenced in Section 8.a. The reduction of payment will begin on the first business day following the Council's notification to the Provider that it has failed to meet the minimum performance standards identified in this Agreement.
- iii. Failure to timely submit a PIP within ten (10) business days after notification of a deficiency by the Council will result in a 2% reduction of payment per business day the PIP is not received. The reduction of payment will begin on the 11th business day following the Council's notification to the Provider that it has failed to meet the minimum performance standards identified in this Agreement.

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

PROVIDER: Broward County, a political subdivision of the State of Florida

Areawide Council on Aging of Broward County, Inc.

BOARD PRESIDENT OR AUTHORIZED DESIGNEE

SIGNED BY:

SIGNED BY:

NAME:

CHARLOTTE MATHER-TAYLOR
NAME:

TITLE:

CEO
TITLE:

DATE:

DATE:

FEDERAL ID NUMBER: 59-6000531
FISCAL YEAR-END DATE: September 30

Reviewed and approved as to form:
Andrew J. Meyers, County Attorney

By: ANGELA M. RODRIGUEZ
Digitally signed by ANGELA M. RODRIGUEZ
Date: 2024.02.20 15:57:47 -0500

Angela M. Rodriguez
Assistant County Attorney

By: Danielle W. French
Digitally signed by Danielle W. French
Date: 2024.02.20 16:19:46 -0500

Danielle W. French
Deputy County Attorney

ATTACHMENT I

CARE PLAN DEVELOPMENT AND REVIEW PROTOCOL**Objective Criteria for Determining Care Plan Value in Broward County**

The VDC Program will offer veterans and their family caregivers the opportunity to develop a package of services that will enable veterans in the VDC Program to:

- Receive an assessment and care planning assistance
- Decide for themselves, or with a representative, what mix of goods and services will best meet their care needs
- Manage a flexible, individual budget
- Hire and supervise their own workers, including family or friends
- Purchase items or services to live independently in the community
- Have fiscal management and counseling and support services to facilitate service delivery
- Utilize traditional service providers if desired

Through the VDC Program, veterans must be provided or assisted in arranging consumer/self directed services based upon the needs and preferences of the participating veterans and/or their representatives. The VDC Program will, at a minimum, include the following services:

- Home and Community-Based Services - some examples include, but are not limited to:
 - *Personal Care (e.g. physical or verbal assistance with eating, bathing, dressing, grooming, transferring)*
 - *Homemaker (e.g. cleaning, laundry, meal planning & preparation, shopping)*
 - *Adult Day Care*
 - *Assistive Technology (e.g. emergency response system, electronic pill minder)*
 - *Home-Delivered Meals*
 - *Caregiver Support (e.g. counseling, training)*
 - *Respite Care*
 - *Environmental Support (e.g. yard care, snow removal, extensive cleaning)*
 - *Other goods and services needed to remain safely in the community (e.g. small appliances, grab bars, ramp, lift chair, etc.)*
 - *Companion*
 - *Transportation*
- Assessment
- Options Counseling/Support Services including case management
- Fiscal Management Services

Council will provide the veteran's monthly allocation based on the assessment the VAMC has conducted.

ATTACHMENT II

PERFORMANCE STANDARDS

Indicator / Outcomes	Standard	Acceptable Quality Level	Oversight Method
Initial phone contact to set appointment for assessment	Within two (2) business days of receipt of referral	100%	Direct observation of file review
Initial assessment and care plan development	Within three (3) business days following initial phone contact	100%	Direct observation of file review
Assessment update, emergency plan update and care plan review at least every six (6) months	Update and review completed within month due	100%	Direct observation of file review
Complete annual assessment and care plan	Re-assessment and care-plan update completed within month due.	100%	Direct observation of file review
Timely enrollment of Veteran into VDC Program	Veteran's paperwork to be completed and submitted for enrollment within thirty (30) business days following care plan development	100%	Direct observation of file review
Monthly contact	At least one (1) monthly contact with the veteran via phone or in person	100%	Direct observation of file review
Monitor weekly timesheets of selected clients	Within two (2) days after the end of the pay period	100%	Direct observation of bi-weekly submission

ATTACHMENT III

Required Tasks Prior to Service Start in the Veteran Directed Care Program

TASKS REQUIRED BEFORE SERVICES BEGIN VETERAN-DIRECTED MODEL
<p><u>Level 1 - Counselor Tasks</u> (In collaboration with the veteran)</p> <p>Comprehensive Assessment - Work with veteran to identify personal needs, goals and barriers to meeting goals and risk assessment to identify whether a representative is necessary.</p> <p>Training – Provide education for veteran and representative (if applicable) on roles and responsibilities of self-direction. Ensure veteran reviews and understands Veterans Guidelines.</p> <p>Service Plan – Work with veteran to identify means to have needs met and to remove barriers to goals related to the disability.</p>
<p><u>Level 2 - Counselor Tasks</u></p> <p>Obtain the necessary documents required for enrollment</p> <p>Spending Plan or Individual Budget Supports (as needed)</p> <p>Assist with Developing Spending/Budget Plan,</p> <p>Assist with Hiring Process,</p> <p>Assist with Selecting a Representative (if applicable),</p> <p>Assist with Managing Workers in the Home,</p> <p>Assist with Training Hired Workers,</p> <p>Assist with Decision Making Skills,</p> <p>Assist with Providing Documents to the Council,</p> <p>Assist with Managing and Keeping Records.</p>