

**ALASKA DEPARTMENT OF HEALTH & SOCIAL SERVICES
DIVISION OF SENIOR & DISABILITIES SERVICES
PROVIDER AGREEMENT
FOR
ASSISTED LIVING HOME PROVIDING
SERVICES FOR THE PROTECTION OF VULNERABLE ADULTS**

Fiscal Year

PROVIDER

FACILITY NAME

**ADDRESS
CITY, STATE, ZIP**

TELEPHONE & FAX (907)

PROVIDER PERIOD

The State of Alaska, Department of Health & Social Services (hereinafter, the "Department"), Division of Senior & Disabilities Services (hereinafter, the "Division"), under the authority provided to it under AS 47.24.011, enters into this agreement for services with the above-named provider (hereinafter, the "Provider") for vulnerable adults who have been determined to be eligible by Adult Protective Services for Financial Assistance for the Protection of Vulnerable Adults in Assisted Living Homes (formerly known as general relief services) under 7 AAC 47.

The Provider agrees to comply with the regulations and statutes of AS 47.24, AS 47.33, and 7 AAC 47, and 7 AAC 75, 7 AAC 81, regarding the Protection of Vulnerable Adults, Assisted Living Home Care, and Financial Assistance for the Protection of Vulnerable Adults in Assisted Living Homes, and Provider Services for Individuals.

1. The Provider agrees to review the application of each eligible individual referred by adult protective services under 7 AAC 47.440 (c) (1)
2. The Provider agrees to comply with the standard established in 7 AAC 47.450 (b) regarding the personal-needs allowance and management of the allowance.
3. The Provider agrees to report to adult protective services any absence or discharge required to be reported by 7 AAC 47.490 (a).
4. The Provider and the Department agree that this agreement may be terminated as indicated in 7 AAC 47.440.
5. The Provider and the Department agree to **the minimum daily reimbursement rates** set out in 7 AAC 47.470. see **Appendix B**
6. The Provider and the Department agree to the augmented daily reimbursement rates set out in 7 AAC 47.471 (b) (1) not to exceed \$22 a day.

7. The Provider agrees to provide the services required under 7 AAC 47.475 (a) (b), including housing and food services, and other services indicated as needed in the resident's residential services contract, the assisted living plan of care, the Medicaid waiver plan of care, and the application for financial assistance under 7 AAC 47.330 (8), including the physician's statement.
8. Monthly payments will be made to the Provider only upon receipt in the Division's Anchorage office of the **Invoice Form**. The Provider shall bill only for units of service delivered within authorized dates. Payment will be made to the provider for the day of client admission, but not the day of departure. The Provider shall certify the monthly invoice and submit it to:

Senior & Disabilities Services
Department of Health & Social Services
550 West 8th Ave
Anchorage, AK 99501

The invoice shall be signed and submitted within 30 days after the end of the month in which service was provided. Invoices not received by the Division within 60 days after the month of service will require special approval by the Division for circumstances beyond the control of the provider in order to be paid. The State of Alaska conducts business during a fiscal year beginning July 1st, and ending the following June 30th, which is also the close of the fiscal year and the invoice for service provided in June shall be submitted by July 10th. June 30 is the close of the fiscal year and the invoice for service provided in June shall be submitted by July 10th. The Division will only authorize payment for clients approved by the Division. This agreement does not, however, guarantee placement of clients by the Division.

9. The Provider shall immediately report the absence of a Division-authorized client to the client's care coordinator or other Division representative, unless the absence is for social or medical reasons, and will not exceed three days. No payment will be made for a social or medical absence exceeding three days unless previously approved by the Division.
10. The Provider shall allow representatives of the Division to visit the Provider's home at any reasonable time.
11. The Provider shall observe and provide information to the Division regarding the client's functioning. The Provider will advise the client's care coordinator of any significant changes in the client's condition.
12. The Provider shall cooperate with the Division in following suggestions and recommendations of Division representatives regarding the health and well-being of any client placed in the Provider's home.

13. The Provider shall notify the Division when the client does not successfully adapt to the home or requires more care than the Provider can provide. The Provider shall also notify the Division when a client leaves without previous planning.
14. The Provider shall maintain a record of the client, including the client's full name, birth date, and telephone numbers of his/her physician, family members and person(s) to notify in an emergency. The record will also include dates of admission and discharge and the days of social and/or medical leave authorized by the Division. The provider will also ensure that a Residential Services Contract and an Assisted Living Plan of Care is in each client's record and specific to that client.
15. The Provider shall comply with the **Civil Rights of Clients** provisions listed in **Appendix A**.
16. The Provider shall follow the provisions of 7 AAC 36.020 - 7 AAC 36.150 as guidelines to safeguard confidential client information. The Provider shall also comply with the Health Insurance Portability and Accountability Act of 1996 and other federal and state requirements for safeguarding information, preserving confidentiality and for the secure transmission of all records, whether electronic or not, to the Division.

Any information about General Relief clients that is obtained or developed under General Relief Provider Agreements or via the General Relief program is confidential. Client information cannot be released without the written authorization of the Division, except as permitted by other state or federal law.

17. The Provider shall maintain records and reports required by the Division, make financial and other records (e.g. census records and physicians' statements) available to the State upon request, and cooperate with the Department in monitoring the provision of services under this agreement.
18. Any dispute concerning a question of fact arising under this agreement which is not resolved by mutual agreement shall be decided without bias by the Division Director, who shall inform the Provider in writing of the decision. The decision of the Director is final and conclusive unless within fifteen (15) days from the receipt of the Director's decision, the Provider mails or otherwise furnishes the Director a written appeal addressed to the Commissioner of Health & Social Services. The Commissioner will make a final written determination concerning the appeal. The Provider has the right to present evidence in support of his/her appeal. Pending final decision of a dispute, the Provider shall proceed diligently with the performance of this agreement and in accordance with the Division Director's decision.
19. This agreement shall be subject to the availability of funds.

20. The Division may obtain for or assign to a state placed resident a care coordinator (person or agency) to monitor the resident's needs and well being, and to act as the resident's advocate. The provider agrees to coordinate with the designated care coordinator, to plan and implement the resident assisted living plan of care in conjunction with the care coordinator and to give the care coordinator full and direct access to and communication with the resident at all reasonable times.
21. **RESIDENT PAYMENT:** The resident is required to be responsible for payment to the facility for income available to the resident, minus \$100 a month spending allowance for an individual who is eligible for Medicaid or chronic and acute medical assistance or \$150 a month spending allowance for an individual who is not eligible for Medicaid or chronic and acute medical assistance. The resident must reimburse the state for money paid by the state when retroactive or other sources of payment become available to the resident. Any reimbursement monies will be forwarded to the Division of Senior & Disabilities Services, Accounting Section, 550 W. 8th Avenue, Anchorage, AK 99501. The amount reimbursed will not be more than the amount paid by the state.

By their signatures below, the parties hereto have executed this provider agreement:

FOR THE PROVIDER:

Facility: _____

Name of Administrator: _____

Tax I.D. or Social Security Number: _____

Business License Number: _____

Dates of License: _____

Assisted Living Home License Number: _____

Dates of License: _____

Physical Address: _____

Mailing Address: _____

Telephone: _____

Cell: _____

Fax: _____

Email: _____

Print Name: _____ **Signature:** _____

FOR THE STATE:

By _____ **DATE:** _____

Duane Mayes, Director
Brenda Mahlatini, Program Officer, Adult Protective Services
Senior & Disabilities Services
Department of Health & Social Services

APPENDIX A

CIVIL RIGHTS OF CLIENTS

(a) The Provider shall comply with Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Food Stamp Act of 1977, Alaska Statutes, Sections 18.80.200 - 18.80.280, and pertinent sections of the Code of Federal Regulations.

The Provider shall make no distinction or discriminate against a client, recipient, applicant or beneficiary of the Department's federally assisted programs on the basis of race, color, age, national origin, sex, political belief, religious creed, or handicap. No client, recipient, applicant or beneficiary of these federally assisted programs shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Department has responsibility.

(b) Distinction on the grounds, or race, color, age, national origin, sex, political belief, religious creed, or handicap includes:

1. Any type of segregation, separate, or different treatment, or other discrimination on that ground.
2. The imposition of any admission, enrollment, quota eligibility, or other requirement or condition which individuals must meet in order to be provided any service or other benefit under the program or to be afforded an opportunity to participate in the program if the race, color, age, national origin, sex, political belief, religious creed, or handicap of individuals is considered in determining whether they met any such requirement or condition.
3. The use of membership in a group as a basis for the selection of individuals for any purpose if in electing members of the group there is discrimination on the grounds or race, color, age, national origin, sex, political belief, religious creed, or handicap.
4. The assignment of personnel to provide services, or the assignment of times or places for the provision of services, on the basis on the race, color, age, national origin, sex, political belief, religious creed, or handicap of the individual to be served.
5. The assignment of personnel to provide services, or the assignment of times or places for the provision of services, on the basis of the race, color, age, national origin, sex, political belief, religious creed, or handicap of the individual served.

(c) The Provider shall set up and operate internal information collection systems to provide necessary racial statistics for staff, clients, beneficiaries and/or participants. Records and reports shall be available for review by the Department of U.S. Department of Health and Human Services, and the U.S. Department of Agriculture, upon request.

(d) The Provider shall make available to beneficiaries, participants, and other interested persons, information regarding the provisions of Titles VI and VII of the Civil Rights Acts of 1964, the Age Discrimination in Employment Act of 1977, The Americans with Disabilities Act, Alaska Statutes Sections 18.80.100 - 18.80.280, and pertinent section of the Code of Federal Regulations.

(e) The Provider shall inform and instruct staff members concerning obligations under Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1977, The Americans with Disabilities Act, Alaska Statutes Sections 18.80.100 - 18.80.280, and pertinent section of the Code of Federal Regulations.

(f) The Provider shall comply with procedures furnished by the Department for processing of complaints alleging discrimination on the basis of race, color, age, national origin, sex, political belief, religious creed, or handicap.

(g) In determinations of whether a Provider is legally discriminating in the provision of benefits or services, consideration shall be given to the purpose of the services as expressly stated in any federal statutes, state statute, or local statute or ordinance adopted by an elected general purpose legislative body. In making such determinations, it shall be acknowledged that certain federal, state, or local funding is legally designated for specific groups, by age, sex, handicap, income, or other specific and legal eligibility criteria. For example, programs for the aged, blind, disabled, and youth provide services legally only for those groups. Also, institutions may legally serve a special age, sex, or handicap group depending upon their protective, treatment, rehabilitative needs and funding sources to provide the services.

Appendix B

Minimum Daily Reimbursement Rates

	<u>Total</u>
Anchorage	70.00
South Central region (not Anchorage area)	72.80
Southeast region	70.00
Interior region	80.50
Southwest region	93.10
Northwest region	96.60