

State of Alaska, Department of Health and Social Services
Division of Senior and Disabilities Services
Grants & Contracts Support Team
P.O. Box 110650, Juneau, AK 99811-0650
SDS Travel Reimbursement for Care Coordination Services to Residents of the
Senior Residential Services Grant Program

_____, (Provider) enters into a Provider Agreement with the State of Alaska, Department of Health & Social Services (DHSS) for the purpose of providing Individualized Services for referred clients of the Division of Senior and Disabilities Services (SDS) for the purpose of reimbursing travel expenses for providing Care Coordination services to residents living in Rural Assisted Living Homes receiving Senior Residential Services (SRS) grant funds, and who are eligible to participate or who are already participating in the State of Alaska's Medicaid Home and Community Based Waiver Services. By entering into this Provider Agreement, the Provider agrees to the following, including all applicable provisions of the following Appendices:

APPENDICES:

- A. 7 AAC 81, Grant Services for Individuals, Revised 6/23/06
- B. Medicaid Home & Community Based Waiver Services Regulations 7AAC 130.200 – 7 AAC 130.319, Revised 2/10/2010
- C. Privacy & Security Procedures for Providers
- D. Resolution for Alaska Native Entities
- E. Federal Assurances & Certifications

Current Alaska Statutes and Regulations can be found online in the State's Document Library and Legal Resources at: <http://www.law.state.ak.us/doclibrary/doclib.html>

ATTACHMENTS

1. Reimbursement Claim Form
2. Verification of Service Form
3. Required Elements for Collaborative Agreement.

I. PROVIDER ELIGIBILITY

The Provider agrees to the provisions of 7 AAC 81, Grant Services for Individuals (Appendix A), as well as all other applicable state and federal law; and declares and represents that it meets the eligibility requirements for a Service Provider for this Agreement. With the signed Agreement, the Provider must submit the following documentation:

- A. Proof of a Federal Tax ID Number;
- B. A current State of Alaska Business License;
- C. Alaska Native entities¹ entering into a Provider Agreement with DHSS must provide a waiver of immunity from suit for claims arising out of the Provider related to this Agreement using Appendix D;
- D. A copy of the Provider Agency's current Home and Community Based Waiver Services Certification

¹ "Alaska Native entity" means an Alaska Native organization that the Secretary of the Interior acknowledges to exist as an Indian tribe through the Federally Recognized Indian Tribe List Act of 1994, 25 U.S.C. 479a.

- E. Verification of the Agency's enrollment with Affiliated Computer Services
- F. Copy of signed Collaborative Agreement between the Senior Residential Services (SRS) Grantee and Care Coordination Provider, which must at minimum, include all the provisions identified in Attachment 3 of this Provider Agreement.
- G. This Provider Agreement is limited to reimbursement for travel expenses associated with Care Coordination services provided to residents of the Senior Residential Services Grantees identified herein, and only in the event there is not a local agency providing Care Coordination Services. The SRS Grantees are; Marrulut Eniit Assisted Living in Dillingham, Tanana Elder's Residence in Tanana, and Yukon Koyukuk Elders Assisted Living in Galena.

By submission of the signed Provider Agreement, the Provider further agrees that they will comply with the following:

During the effective period of this Provider Agreement, the provider agrees to keep current any and all licenses, certifications and credentials required of the provider agency, staff and facility to qualify for providing services to DHSS clients, and to keep current the necessary documentation on file with DHSS to demonstrate compliance.

II. DESCRIPTION OF SERVICES

An identified challenge for Senior Residential Services Grantees and residents is the lack of local care coordination to assist residents with applying for and maintaining their Medicaid Home and Community Based Waiver Services, which is a necessary funding source to maintain the viability of Senior Residential Service Programs in rural Alaska. While Medicaid will reimburse for eligible care coordination services to eligible service recipients, there are no provisions in Medicaid to pay for the necessary travel to provide the services. This Provider Agreement is intended to ensure that Care Coordination services can be made available in these rural remote locations from qualified providers.

Under this Provider Agreement, the Care Coordination Provider shall incur and bill for reimbursement of travel costs solely to provide services to residents of the specified Senior Residential Services Grantees who are eligible or are current recipients of Medicaid Home and Community Based Waiver Services. The Provider will adhere to regulatory requirements for care coordination services, incorporated into this Provider Agreement as Appendix B.

In addition:

1. The Care Coordinator will make face to face visits to clients at least once a month as required per regulation or as approved by Division of Senior and Disabilities Services.
2. The Care Coordinator will make phone contact with clients at least once a month as required per regulation.
3. The Care Coordinator will communicate with the SRS Grantee as defined in the Collaborative Agreement (refer to Attachment #3 for required elements).
4. This Provider Agreement is intended ONLY to reimburse the cost of travel expenses necessary to providing Care Coordination Services per regulation to the eligible clients described in Section III of this Provider Agreement; and only up to one trip per month, unless otherwise approved by the DHSS/DSDS Rural Long Term Care Coordinator, prior to undertaking the travel. (*See IV Billing for additional details*)

III. CLIENT ELIGIBILITY

Clients to be served under this Provider Agreement are eligible to become residents or are residents of a Senior Residential Services Grantee and who are applicants for or who currently receive Medicaid Home and Community Based Waiver Services. All referrals to the Provider of this agreement will be made by the Senior Residential Services Grantee once the initial Admission Application has been conducted by the SRS Grantee.

IV. BILLING

Providers submitting claims to DHSS for services provided to a client shall include itemized charges describing only the DHSS approved expenditures (*See Attachment #1 for Reimbursement Claim form*), as well as a Verification of Services form, which must be completed and signed by the Provider and signed by the Senior Residential Services Grantee (*See Attachment #2*).

Providers will only be reimbursed for airfare, parking, taxi, hotel, per diem, and rental car expenses. Any other costs may be billed only with prior written approval from the DHSS/DSDS Rural Long Term Care Coordinator, and must be directly related to travel expenses to provide care coordination services to eligible clients. The maximum allowed for reimbursement per month should not exceed \$1000 a month. In the event there is a client crises, resulting in the need for additional travel, which could exceed this amount, prior written approval from the DHSS/DSDS Rural Long Term Care Coordinator must be received by the Provider. The Provider will minimize the number of trips to a Senior Residential Services Grantee site, needed to provide services and remain compliant with the service requirements per regulations (Appendix B, Medicaid Home and Community Based Waiver Services Regulations 7 AAC 130). Trips to a Senior Residential Services Grantee site should not exceed once per month. Please see Section XIII concerning an annual limitation of appropriations. By entering into this Provider Agreement, the Provider agrees to the terms, including the frequency of required visits, whether or not all travel will qualify for reimbursement to ensure continuity of services to the residents.

Reimbursement for Travel Costs include the following restrictions:

1. For air travel, the expenses may not include first-class seating or travel on a carrier other than a United States carrier unless no other form of air travel is available; and
2. Payment for travel expenses may not exceed the greatest of
 - a. The basic reimbursement for travel expenses and the basic per diem and meal allowances allowed under AS39.20.110 – 39.20.190; or
 - b. The actual costs, not including gratuities, of moderately-priced accommodations and meals

DHSS is the payer of last resort. If applicable to the services provided under this agreement, the Provider will have a Medicaid Provider Number and will make reasonable effort to bill all eligible services to Medicaid or any other available sources of payment before seeking payment through this provider agreement.

Except when good cause for delay is shown, DHSS will not pay for the billable travel costs unless the Provider submits a claim within 30 days of the date the travel was completed. DHSS is the payer of last resort, therefore determination of payment by a primary payer source (private insurance, Medicaid, etc.) constitutes good cause for delay.

Endorsement of a DHSS payment warrant constitutes certification that the claim for which the warrant was issued was true and accurate, unless written notice of an error is sent by the Provider to DHSS within 30 days after the date that the warrant is cashed.

Providers may submit claims in paper form, or electronically to the DHSS/SDS Program Contact (*See Attachments #2 Verification of Service form and #1 Reimbursement Claim form for information*). Confidential information or other sensitive information should not be exchanged through any form. In the event that confidential information must be transmitted, the Providers will be responsible for using appropriate safeguards to maintain and insure the confidentiality, privacy, and security of information transmitted to DHSS, until such information is received by DHSS. See further instructions for the transmission of confidential or sensitive client information in Section VI of the Agreement.

V. SUBCONTRACTS

Subcontracts are not allowed under the terms of this Provider Agreement.

VI. CONFIDENTIALITY AND SECURITY OF CLIENT INFORMATION

The Provider will ensure compliance with the Health Insurance Portability & Accountability Act of 1996 (HIPAA), the Health Information Technology for Economical and Clinical Health Act of 2009 (HITECH), and 45 C.F.R. 160 and 164, if applicable, and other federal and state requirements for the privacy and security of protected health information the Provider receives, maintains, or transmits, whether in electronic or paper format. Client information is confidential and cannot be released without the HIPAA-compliant written authorization of the client and DHSS, except as permitted by other state or federal law.

By entering into this Agreement the Provider acknowledges and agrees to comply with the Privacy and Security Procedures for Providers as set forth in Appendix C to this Agreement.

VII. REPORTING AND EVALUATION

The Provider agrees to comply with 7 AAC 81.120, Confidentiality and 7 AAC 81.150, Reports, and other applicable state or federal law regarding the submission of information, including the provisions of Section VI of this Agreement. The Provider agrees to submit any reporting information required under this Agreement and to make available information deemed necessary by DHSS to evaluate the efficacy of service delivery or compliance with applicable state or federal statutes or regulations.

The Provider agrees to provide state officials and their representatives access to facilities, systems, books and records, for the purpose of monitoring compliance with this Agreement and evaluating services provided under this Agreement.

On-site Quality Assurance Reviews may be conducted by DHSS staff to ensure compliance with service protocols. The Provider will ensure that DHSS staff has access to program files for the purposes of follow-up, quality assurance monitoring and fiscal administration of the program.

VIII. RECORD RETENTION

The Provider will retain financial, administrative, and confidential client records in accordance with 7 AAC 81.180 and with Appendix C to this Agreement. Upon request, the Provider agrees to provide copies of the Provider's records created under this Agreement to the Department of Health and Social Services, under the health oversight agency exception of HIPAA. The Provider will seek approval and instruction from DHSS before destroying those records in a manner approved by DHSS. In the event a Provider organization or business closes or ceases to exist as a Provider, the Provider must notify DHSS in a manner in compliance with 7 AAC 81.185 and Appendix C to this Agreement.

Client documents will be retained by the Care Coordination Provider, with all copies provided to the Senior Residential Services program as per Regulatory Requirements.

IX ADMINISTRATIVE POLICIES

- A. The Provider must have established written administrative policies and apply these policies consistently in the administration of the Provider Agreement without regard to the source of the money used for the purposes to which the policies relate. These policies include: employee salaries, and overtime, employee leave, employee relocation costs, use of consultants and consultant fees, training, criminal background checks, if necessary for the protection of vulnerable or dependent recipients of services, and conflicts of interest, as well as the following:
1. Compliance with OSHA regulations requiring protection of employees from blood borne pathogens and that the Alaska Department of Labor must be contacted directly with any questions;
 2. Compliance with AS 47.05.300-390 and 7 AAC 10.900-990. Compliance includes ensuring that each individual associated with the provider in a manner described under 7 AAC 10.900(b) has a valid criminal history check from the Department of Health and Social Services, Division of Health Care Services, Background Check Program ("BCP") before employment or other service unless a provisional valid criminal history check has been granted under 7 AAC 10.920 or a variance has been granted under 7 AAC 10.935. For specific information about how to apply for and receive a valid criminal history check please visit <http://dhss.alaska.gov/dhcs/Pages/cl/default.aspx> or call (907) 334-4475 or (888) 362-4228 (intra-state toll free).;
 3. Compliance with AS 47.17, Child Protection, and AS 47.24.010, Reports of Harm, including notification to employees of their responsibilities under those sections to report harm to children and vulnerable adults;;
 4. If providing residential and/or critical care services to clients of DHSS, the Provider shall have an emergency response and recovery plan, providing for safe evacuation, housing and continuing services in the event of flood, fire, earthquake, severe weather, prolonged loss of utilities, or other emergency that presents a threat to the health, life or safety of clients in their care.
- B. The Provider agrees to maintain appropriate levels of insurance necessary to the responsible delivery of services under this Agreement, which will include items 1 and 2 below, and may include all the following that apply to the circumstances of the services provided.

1. Worker's Compensation Insurance for all staff employed in the provision of services under this Agreement, as required by AS 23.30.045. The policy must waive subrogation against the State.
2. Commercial General Liability Insurance - covering all business premises and operations used by the provider in the performance of services under this Agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
3. Commercial General Automobile Liability Insurance - covering all vehicles used by the provider in the performance of services under this Agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
4. Professional Liability Insurance - covering all errors, omissions, or negligent acts in the performance of professional services under this Agreement. This insurance is required for all Providers of clinical or residential services, or for any other Provider for whom a mistake in judgment, information, or procedures may affect the welfare of clients served under the Provider Agreement.

X EQUAL EMPLOYMENT OPPORTUNITY

The Provider shall adhere to Alaska State Statutes regarding equal employment opportunities for all persons without regard to race, religion, color, national origin, age, physical or mental disability, gender or any other condition or status described in AS 18.80.220(a)(1) and 7 AAC 81.100. Notice to this effect must be conspicuously posted and made available to employees or applicants for employment at each location that services are provided under this Provider Agreement; and sent to each labor union with which the provider has a collective bargaining agreement. The Provider must include the requirements for equal opportunity employment for contracts and subcontracts paid in whole or in part with funds earned through this Agreement. Further, the Provider shall comply with federal and state statutes and regulations relating to the prevention of discriminatory employment practices.

XI CIVIL RIGHTS

The Provider shall comply with the requirements of 7 AAC 81.110 and all other applicable state or federal laws preventing discrimination, including the following federal statutes:

- A. The Civil Rights Act of 1964, (42 U.S.C. 2000d);
- B. Drug Free Workplace Act of 1988, (41 U.S.C. 701-707);
- C. Americans with Disabilities Act of 1990, 41 U.S.C.12101-12213).

The Provider will establish procedures for processing complaints alleging discrimination on the basis of race, religion, national origin, age, gender, physical or mental disability or other status or condition described in AS 18.80.220(a)(1) and 7 AAC 81.110(b).

In compliance with 7 AAC 81.110(c), the Provider may not exclude an eligible individual from receiving services, but with concurrence from DHSS, may offer alternative services to an individual if the health or safety of staff or other individuals may be endangered by inclusion of that individual.

XII ACCOUNTING AND AUDIT REQUIREMENTS

The Provider shall maintain the financial records and accounts for the Provider Agreement using generally accepted accounting principles.

DHSS may conduct an audit of a provider's operations at any time the department determines that an audit is needed. The auditor may be a representative of DHSS; or a representative of the federal or municipal government, if the Agreement is provided in part by the federal or municipal government; or an independent certified public accountant. The Provider will afford an auditor representing DHSS or other agency funding the agreement, reasonable access to the Provider's books, documents, papers, and records if requested. Audits must be conducted in accordance with the requirements of 7 AAC 81.160; including the requirement for a Provider to refund money paid on a questioned cost or other audit exception, if they fail to furnish DHSS with a response that adequately justifies a discovery of questioned costs or other audit exceptions.

XIII LIMITATION OF APPROPRIATIONS

DHSS is funded with State/Federal funds, which are awarded on an annual basis. During each state fiscal year, DHSS may authorize payment of costs under a Provider Agreement only to the extent of money allocated to that fiscal year. Because there is a fixed amount of funding on an annual basis, it may at times be necessary for DHSS to prioritize the client population served under this agreement. Limitations may include but are not limited to a moratorium on types of services, or a moratorium by geographic region served, or a restriction of services to clients with defined needs. The decision to limit billable services shall be based solely on available funding.

XIV INDEMNIFICATION AND HOLD HARMLESS OBLIGATION

The Provider shall indemnify, hold harmless, and defend DHSS from and against any claim of, or liability for error, omission, or negligent or intentional act of the Provider under this Agreement. The Provider shall not be required to indemnify DHSS for a claim of, or liability for, the independent negligence of DHSS. If there is a claim of, or liability for, the joint negligent error or omission of the Provider and the independent negligence of DHSS, fault shall be apportioned on a comparative fault basis.

"Provider" and "DHSS," as used within this section, include the employees, agents, or Providers who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in DHSS's selection, administration, monitoring, or controlling of the Provider and in approving or accepting the Provider's work.

XV AMENDMENT

The Provider acknowledges that state and federal laws relating to information privacy and security, protection against discriminatory practices, and other provisions included in this agreement may be evolving and that further amendment to this Agreement may be necessary to insure compliance with applicable law. Upon receipt of notification from DHSS that change in law affecting this Agreement has occurred, the Provider will promptly agree to enter into negotiations with DHSS to amend this Agreement to ensure compliance with those changes.

XVI TERMINATION OF AGREEMENT AND APPEALS

The Provider agrees to notify DHSS immediately if it is no longer eligible to provide services based on applicable Provider eligibility requirements set out in Section I of this Agreement. Notification of non-eligibility will result in automatic termination of this Agreement. Failure to comply with the terms of this Agreement and/or standards outlined in the Agreement and its appendices may result in non-payment and automatic termination of the Agreement by DHSS.

In the event local Care Coordination Services area available in the community of the Provider of this agreement, the SRS Grantee and DHSS/SDS will work in collaboration on a transitional plan to ensure continuity of services and adhere to all requirements for this agreement.

A Provider may appeal the decision to terminate a Provider Agreement under 7 AAC 81.200. All appeals will be conducted in accordance with Section 7AAC 81.200-210 of the Alaska Administrative Code.

Except as noted above, DHSS may terminate this Agreement with 30 days notice. A Provider may also terminate the Agreement with 30 days notice, but must provide assistance in making arrangements for safe and orderly transfer of clients and information to other Providers, as directed by DHSS.

This Agreement remains in force until the Provider or DHSS terminates the Agreement or a material term of the Agreement is changed.

For the purposes of this Agreement, the provider representative agrees to the following statement: "I certify that I am authorized to negotiate, execute and administer this agreement on behalf of the Provider agency named in this agreement, and hereby consent to the terms and conditions of this agreement, and its appendices and attachments".

PROVIDER

DEPT. OF HEALTH & SOCIAL SERVICES

Signature of Authorized Provider Representative & Date

Signature of DHSS Representative & Date

Printed Name Provider Representative & Title

Printed Name - DHSS Representative & Title

Provider Contact & Mailing Address

Provider Phone Number/ Fax Number

Provider Email Address

Provider's Federal Tax ID Number

DHSS Contacts & Mailing Addresses

PROGRAM CONTACT

Lisa Morley, Grants Manager
 Division of Senior and Disabilities Services
 PO Box 110680
 Juneau, AK 99811-0680
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ADMINISTRATIVE CONTACT

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 Ph. 907-465-1187 Fax 907- 465-8678
alyssa.hobbs@alaska.gov

Providers must identify the business entity type under which they are legally eligible to provide service and intending to enter into this Provider Agreement.

Check Entity Type:

- Private For-profit Business, licensed to do business in the State of Alaska
- Non Profit Organization Incorporated in the State of Alaska, or tax exempt under 26 U.S.C. 501(c)(3)
- Alaska Native Entity, as defined in 7 AAC 78.950(1) All applicants under this provision must submit with their signed Agreement, a Waiver of Sovereign Immunity, using the form provided as Appendix D to this Provider Agreement.
- Political Subdivision of the State (City, Borough or REAA)