

**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**

**General Relief Assisted Living Home Care Provider Agreement**

\_\_\_\_\_, (Provider) enters into a Provider Agreement with the State of Alaska, Department of Health & Social Services (DHSS) for the purpose of providing assisted living home care for the Division of Senior and Disabilities Services (SDS). By entering into this Provider Agreement, the Provider agrees to the following requirements, including all applicable provisions of the following Appendices:

**APPENDICES:**

- A. 7 AAC 81 Grant Services for Individuals, Revised 6/23/06
- B. 7 AAC 47 General Relief
- C. 7 AAC 75 Assisted Living Homes
- D. AS 47.24 Protection of Vulnerable Adults
- E. AS 47.33 Assisted Living Homes
- F. Privacy & Security Procedures for Providers
- G. Waiver of Sovereign Immunity

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. General Relief Calculation Sheet
2. Client Activity Form
3. Sample Invoice
4. Contact Form

**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. Provider agrees to the Provisions of the Privacy & Security Procedures;
- D. Alaska Native entities entering into a Provider Agreement with DHSS must provide a waiver of immunity from suit for claims arising out of activities of the Provider related to this Agreement using Appendix G;
- E. Provide verification that each assisted living home has a current active license to provide assisted living home services in the State of Alaska; and
- F. Provide a list of contact and organization information as outlined in attachment 4.

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

- A. Facilities and staff utilized for delivery of services meet current State of Alaska Health Care Facilities Licensing Assisted Living Home licensure requirements as outlined in AS 47.33 and 7 AAC 75.
- B. All assisted living home staff are considered mandated reporters and will report the abuse, neglect and exploitation of vulnerable adults as outlined in AS 47.24.

During the effective period of this 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 through this Agreement, and to keep current the necessary documentation on file with DHSS to demonstrate compliance.

## II. DESCRIPTION OF SERVICES

The Division administers Medicaid, Federal Grant Funded, and General Fund programs that provide access to home and community-based services for elders and Alaskans of all ages with disabilities. The General Relief Assisted Living Care program as described in AS 47.25 120-300 and 7 AAC 47.300-525 is a temporary benefit program to provide vulnerable Alaskan adults payment assistance for assisted living home care.

The Provider determines if they can serve the applicant based on the individual client's needs and is responsible to verify that the applicant has been approved for General Relief Benefits by requesting the approval letter issued from the General Relief Program from the applicant. The Provider agrees to review the application of each eligible individual referred under 7 AAC 47.440 (c) (1). Applicants should share the General Relief Application with the assisted living home when they meet to agree on a contract. The General Relief Program can send a copy of the application to the Provider if the client signs a release of information. Adult Protective Services may not have a completed application or approval letter available for emergency placements, but will provide a description of known client service needs. The General Relief Program can be contacted to confirm benefit eligibility under protective placement by Adult Protective Services.

Assisted Living Home Care is a range of care described in AS 47.33, 7 AAC 75, and 7 AAC 47.475 (a) (b), that includes more than housing and food service, but does not include continuous nursing or medical care. Assisted living home care encompasses 24 hour supportive and protective services in the activities of daily living and in the instrumental activities of daily living for an individual who is 18 years or older, as described in the individual's Residential Care Contract executed under AS 47.33.210 and the Assisted Living Plan of Care prepared under AS 47.33.220-230. Information from the general relief application for financial assistance under 7 AAC 47.330 (8), including the physician's statement should be included in these plans.

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, legal decision maker(s) 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. 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.

The Provider is paid only for days that client is receiving services in the home. The Provider shall notify the General Relief Program of any absences, with the exception of medical absences due to hospitalization of three days or less. No payment will be made for an absence exceeding three days unless previously approved by the General Relief Program.

The Provider shall allow a representative of the Department to visit the Provider's assisted living home at any reasonable time. The Department or client may obtain or assign a care coordinator, case manager, or other professional to assess or monitor the client's needs and well-being or to act as the resident's advocate. The provider agrees to coordinate with the designated professional, to plan and implement the resident assisted living plan of care in conjunction with the professional and to give the professional full and direct access to and communication with the resident at all reasonable times.

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. Example: assisting the client to contact a care coordinator when a client is believed to qualify for waiver services.

If Adult Protective Services is placing a client under AS 47.24.017, and the client does not successfully adapt to the home or requires more care than the Provider can provide, the Provider shall notify Adult Protective Services for assistance.

The Provider will complete a Client Activity Form within 10 days of the event occurring if a client moves in, moves out, no longer needs General Relief benefits, has an income or resource change, is absent from the home, and/or is applying for an augmented rate, waiver or public benefits. **Note: This was previously called the Client Activity Report (CAR), but has changed names to be distinct from the Critical Incident Report required for Medicaid providers.**

### III. CLIENT ELIGIBILITY

To be eligible for services, an applicant must be in need of assisted living home care as defined by 7 AAC 47.300-525, complete an application packet for the General Relief benefit and be determined eligible for the program by SDS General Relief staff. Adult Protective Services Protective Placements can be verbally confirmed with the General Relief Program. Those individuals found eligible must then complete a request for renewal of benefits at least every six months or as determined by the authorization to maintain their eligibility for these services. Approval for payment of benefits begins on the approval determination date and is not back-dated to the application or placement date.

Effective June 16, 2016, DHSS has the authority under 7 AAC 47.465 to establish a waitlist when the budget does not have enough funding to serve all participants. If a client has been approved for the waitlist, they are not approved for benefits. The General Relief Program will not pay for assisted living home care until the client has been pulled from the waitlist and notified they are approved for

benefits. Clients will receive an approval letter stating they are eligible to use General Relief benefits.

#### IV. BILLING

Monthly payments will be made to the Provider only upon receipt in the Division's Anchorage office of a complete and verified Invoice. A sample Invoice is provided as Attachment #4. 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 8<sup>th</sup> Ave  
 Anchorage, AK 99501

**Or to the Direct Secure Messaging General Relief account:**  
[General.Relief@direct.Dhss.akhie.com](mailto:General.Relief@direct.Dhss.akhie.com)

**Except when good cause for delay is shown, DHSS will not pay for services unless the Provider submits a claim within 30 days of the end of the month in which service was provided.** 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. The Division will only authorize payment for clients approved by the Division. This agreement does not, however, guarantee placement of clients by the Division.

The Minimum Daily Reimbursement Rates are as follows:

Municipality of Anchorage	\$70.00
South Central Region (non-Anchorage)	\$72.80
Southeast Region	\$70.00
Interior Region	\$80.50
Southwest Region	\$93.10
Northwest Region	\$96.60

Augmented Rates may be requested for clients who need additional care as described in 7 AAC 47.471 (b) (1), not to exceed \$22 a day. An augmented rate can be requested by filling out a Client Activity Form with supporting documentation as described in Section II.

The Provider is required to reimburse General Relief Payments made by the State of Alaska that have also been covered by Medicaid Waiver or any other payment source as described in 2 AAC 42.235. This includes private funds from the client or legal decision maker for services included in assisted living home care under 7 AAC 47.475 that are in addition to the approved client daily rate. The portion paid by the General Relief Program that was duplicated by another source must be repaid through an agreement developed between the Provider and the General Relief Program. If repayment is not voluntary or timely, beginning within 30 days of the repayment agreement,

recovery will be made through the most appropriate means. This may be through deduction of future General Relief invoice payments.

General Relief Program will create a Calculation Sheet that shows how much the client pays and how much the State of Alaska pays. The Calculation Sheet is sent to the client, the ALH and as applicable, the client's legal decision maker. The client is responsible to make payment to the contracted Assisted Living Home of any income for this amount. If client income or resources change, the Provider must contact General Relief using a Client Activity Form. The Provider may not charge the client and State more than the calculated amount for services included in assisted living care under 7 AAC 47.475. Clients will typically have a personal spending allowance of at least \$100 per month; some clients have a different spending allowance because of income and resource exemptions in regulation.

Endorsement of the invoice 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 electronic payment is received or check is cashed.

Providers may submit claims in paper form by mail, or electronically via Direct Secure Messaging (DSM). Refer to Section VI of this document for explicit instructions about the submission of confidential or other sensitive information. Providers will be responsible for using appropriate safeguards to maintain and insure the confidentiality, privacy, and security of information transmitted to DHSS.

## V. SUBCONTRACTS

Subcontracts and/or transfers 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 F to this Agreement.

### **Confidential Reporting Instructions**

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.

In the event that the Provider is requested to transmit information, all personally identifiable client information transmitted from the Provider must be sent through Direct Secure Messaging (DSM) to General.Relief@direct.Dhss.akhie.com or mail. Due to extensive problems experienced with faxes, we can no longer accept provider communication by fax. Regular email (yahoo, gmail, etc.) may not be used to communicate confidential client information.

If there are any questions, the Provider must call or email the General Relief Program for guidance. To transfer or email any form of communication using a consumer's name and personal information, you must use DSM. To sign up for DSM, please visit this website: <http://www.ak-ehhealth.org/for-providers/join-our-providers/>.

Once a provider is registered with DSM, we are able to utilize this email to exchange protected health information(PHI). \*NOTE: You must be registered with DSM to use this email.

Alternatively, the Provider may submit hard copy information in a sealed envelope, stamped "confidential" placed inside another envelope to the General Relief Program, Senior and Disabilities Services, 550 West 8<sup>th</sup> Avenue, Anchorage, AK 99501.

## 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 F to this Agreement.

## 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.
  5. Compliance with Assisted living Home Licensing requirements as outlined in AS 47.33 and 7 AAC 75
- 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 General Relief Assisted Living Care Program is funded with State 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.

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.

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**

**DHSS Contacts & Mailing Addresses**

**PROGRAM CONTACT**

Michele "Lynn" Thurston,  
Health Program Associate  
Senior and Disabilities Services  
550 West 8<sup>th</sup> Avenue  
Anchorage, AK 99501  
907-269-3441/907269-3648

\_\_\_\_\_  
Provider Phone Number/ Fax Number

**ADMINISTRATIVE CONTACT**

Nancy Brooks, Grants Administrator  
Grants & Contracts Support Team  
PO Box 110650  
Juneau, AK 99811-0650  
Ph. 907-465-2835 Fax 907-465-8678  
Nancy.Brooks@alaska.gov

\_\_\_\_\_  
Provider Email Address

\_\_\_\_\_  
Provider's Federal Tax ID Number

<p>Providers must identify the business entity type under which they are legally eligible to provide service and intending to enter into this Provider Agreement.</p>
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## 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 G to this Provider Agreement.
- Political Subdivision of the State (City, Borough or REAA)