

**State of Alaska, Department of Health and Social Services  
Division of Behavioral Health  
Grants & Contracts Support Team  
P.O. Box 110650, Juneau, AK 99811-0650**

**ALZHEIMER'S/DEMENTIA 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 non-medical residential care to an adult experiencing Alzheimer's or related dementia, who requires the protective oversight of an assisted living home for the State of Alaska's Alzheimer's/Dementia Care (ADC) Program. 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. AS 47.33 and 7 AAC 75, Assisted Living Home—Appended by reference. Current Alaska Statute and Regulation can be found online in the State's Document Library and Legal Resources at <http://www.law.state.ak.us/doclibrary/doclib.html>
- C. Privacy and Security Procedures for Providers
- D. Resolution for Alaska Native Entities
- E. ADC Monthly Billing 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. Alaska Native entities<sup>1</sup> 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 D;
- D. The Provider is licensed as an assisted living home by the Division of Public Health/Certification & Licensing for the population to be served;
- E. Documentation of liability insurance;
- F. Written attestation that the assisted living home's exclusive focus is on serving residents with Alzheimer's or dementia with the understanding that DHSS reserves the right to on-site reviews; and
- G. Partnership Agreement with Alzheimer's Association for technical assistance and dementia mapping.

<sup>1</sup>“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.

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

- A. The provisions of Appendix C, Privacy & Security Procedures.
- B. The Provider further agrees that they shall provide care for DHSS clients who are referred for placement and will maintain compliance with the laws governing services provided under this agreement which include Assisted Living Homes, AS 47.33 and 7 AAC 75.
- C. The number of residents served may not exceed the capacity for which the home has been licensed.
- D. Facilities utilized for delivery of services meet current fire code, safety and ADA standards and are located where clients of the program services have reasonable and safe access.
- E. 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

Providers shall refer to AS 47.33 and 7 AAC 75, Assisted Living Home statutes and regulations for services required to be provided by licensed assisted living homes, for a complete list of potential services applicable under this Provider Agreement. Services payable under this Agreement are individually approved by the referring entity and DHSS.

Assisted Living Care is defined as:

- A. 24-hour care for ambulatory adult residents age 18 or older who, because of chronic mental illness, are unable to live independently but who are capable of performing the basic tasks of daily living with minimal assistance and supervision. An ambulatory individual means an individual who, unaided, is physically and mentally capable of walking a normal path to safety, including the ascent and descent of stairs.
- B. A range of care, which includes more than room and board, but which does not include continuous nursing or medical care. It encompasses 24-hour supportive and protective services in the activities of normal daily living. It includes the assumption of general responsibility for the safety and well-being of the individual resident. It includes an adequate program pursuant to Assisted Living Home statutes AS 47.33 and regulations 7 AAC 75, which encourages participation in facility and community activities. Care is provided in a residential environment and encourages independent living to the extent possible for each resident.

## III. CLIENT ELIGIBILITY

DHSS or its authorized agent will determine eligibility and referral for services. In order for an individual to qualify for the ADC program an individual must:

- Be a resident of the state;
- Be 18 years of age or older;
- Assessed for eligibility by the referring entity, DHSS or its authorized agent;
- Have a disability that is attributable to Alzheimer's or related dementia that significantly impairs functioning and adaptive behavior;

- Demonstrate a significant deficit in the daily living skills that are necessary to function without supervision or support and who, without assisted living care is subject to, or at risk of abuse, neglect, exploitation by others and an institutional setting;
- Require the highest level of care, supervision and monitoring and require placement in a home whose exclusive or primary focus is caring for Alzheimer's or dementia patients;
- Require placement in a home with staff that have specialized training and experience working with individuals with Alzheimer's or dementia;
- Require the assistance of the Alzheimer's Association for technical assistance and dementia mapping;
- Require additional staffing to maintain individual in the home which could include 2:1 or 3:1 staffing;
- Be eligible for receiving Supplemental Security Income (SSI), Social Security Disability Income (SSDI) or be non-resourced; and
- Have applied for financial assistance from other agencies, organizations, or programs and have exhausted the use of alternative financial assistance.

#### IV. BILLING

- A. A resident who receives financial assistance from DHSS is determined eligible by the referring entity and approved by DHSS. DHSS will calculate the sources of income that make up the daily rate paid the Provider. In full consideration of the Provider's performance under this agreement, DHSS shall pay the Provider for the number of days authorized, not to exceed 31 days per resident in any one month, up to the maximum of the appropriate standard rate of \$400.00 per day, per resident multiplied by the number of days of actual residence. DHSS' actual share per resident will vary depending on the resident's income. DHSS will inform the Provider in writing of the resident's share of the cost of care at the time of referral. The Provider is responsible for collecting this amount directly from the resident and is also responsible for reporting to DHSS any known change to the resident's income which may impact their share of the cost of care.
- B. The Department, in consultation with the referring entity and/or other parties will, subject to available funding, approve the standard rate outlined in item IV (A) of this agreement.. These residents require the highest level of care, supervision and monitoring, due to their complex needs and challenging behaviors. These residents will require the assistance of the Complex Behavior Collaborative. The Provider will be required to meet with DHSS and other entities involved with the resident's care when requested and submit the Assisted Living Plan as outlined in AS 47.33.220-240 within 60 days of placement in the home, every year thereafter and/or at the request of DHSS or a resident's care provider.
- C. The Provider may not request or accept from or on behalf of a resident, any payment in excess of the resident's cost of care share, as determined by DHSS. The Provider may not request or accept from or on behalf of a resident any payment for that which is a required service to be provided by an assisted living home as described in 7 AAC 75.260 and 7 AAC 75.265.
- D. Monthly payments will be made to the Provider only upon receipt of the ADC Monthly Billing Form (Appendix E) as authorized by DHSS. The Provider shall bill only for units delivered within authorized dates. The Provider shall certify the invoice and submit it to: Division of Behavioral Health, 3601 C Street, Suite #878, Anchorage, Alaska 99503. The Provider shall retain invoices,

receipts, vouchers, attendance records, or other documentation to be made available to DHSS upon request.

- E. Providers may submit claims in paper form. Personally identifiable information on the Invoice form remains confidential under AS 40.25.120(a) and under federal privacy regulation. Therefore, 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. Consequently, paper invoices must be submitted in a manner consistent with protecting that confidentiality, through the U.S. Postal Service as first class mail, in a sealed envelope through a secure courier service such as DHL or Federal Express, or by fax. For questions regarding secure transmission of information, call the Administrative Contact person listed in signature block of this Agreement.
- F. 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. If an error resulted in an overpayment to the Provider, DHSS will deduct the amount from the next month's payment. Failure to notify DHSS of an overpayment within 30 days after the date the warrant was cashed, may result in termination of the Agreement.
- G. 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 date the 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.
- H. Payment will be made to the Provider for the day of admission, but not for the day of departure. Payment will be authorized only for residents approved for placement by DHSS and only upon receipt of the authorized and approved ADC Monthly Billing Form. This agreement does not guarantee referral or placement of residents with the Provider.
- I. The Provider must report the absence of an individual for whom adult residential care has been authorized, unless the absence is for a social or medical reason not to exceed 14 days. If the client does not return to the assisted living home after 14 days for a social reason or 30 days for a medical reason, DHSS will terminate funding. If the client is absent from the assisted living home due to incarceration, DHSS will terminate funding on the day of incarceration. Failure to notify DHSS of a resident's absence may result in termination of Agreement.
- J. The Provider shall notify DHSS when a resident does not adapt to the facility or requires more care than the Provider can provide. The Provider will also notify DHSS when a resident leaves without previous planning.
- K. 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; and will credit back to DHSS any other-source payments received by the provider for services for which DHSS has paid the Provider.

L. No claim for additional services, not specifically provided in this Agreement, performed or furnished by the Provider will be allowed.

M. No part of any State funds paid under this agreement shall be used for the purpose of lobbying activities before the Alaska Legislature.

## V. SUBCONTRACTS

Subcontracts may be allowed under the terms of this Provider Agreement subject to prior approval, and only written consent by DHSS, according to the provisions of 7 AAC 81.090.

## 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.

### **Confidential Reporting Instructions**

Before transmitting personally identifiable client information reported under the terms of this Agreement, the Provider must call or fax the DHSS Program Coordinator. To protect confidentiality, the Provider must first establish the mechanism for a secure electronic file transfer. Or, the Provider may fax the information to the Program Coordinator, after clearly identifying it as confidential on the cover page of the fax transmission. Alternatively, the Provider may submit hard copy information in a sealed envelope, stamped "confidential" placed inside another envelope. This information must be sent by certified, registered or express mail, or by courier service, with a requested return receipt to verify that it was received by the appropriate individual or office.

## 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.

## 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 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.

As a condition of performance of this agreement, the Provider shall pay all federal, state and local taxes incurred by the Provider and shall require their payment by any subcontractor or any other persons in the performance of this agreement. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this agreement.

## 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.

The Provider and any agents and employees of the Provider act in an independent capacity and are not officers or employees or agents of the State in the performance of this agreement.

## 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

**Amy Burke, Grants, Contracts and Facilities Chief**  
\_\_\_\_\_  
Printed Name - DHSS Representative & Title

**Provider Contact & Mailing Address**

**DHSS Contacts & Mailing Addresses**

**PROGRAM CONTACT**

**Lisa Rosay, Program Manager**  
Division of Behavioral Health  
3601 C Street, Suite 878  
Anchorage, AK 99503  
Ph. 907-269-3972  
Email: [lisa.rosay@alaska.gov](mailto:lisa.rosay@alaska.gov)  
Direct Secure Message Email:  
[Lisa.Rosay@direct.dhss.akhie.com](mailto:Lisa.Rosay@direct.dhss.akhie.com)

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

**ADMINISTRATIVE CONTACT**

**Val Cummins, Grants Administrator**  
Grants & Contracts Support Team  
PO Box 110650  
Juneau, AK 99811-0650  
Ph. 907-465-3026 Fax 907- 465-8678  
Email: [val.cummins@alaska.gov](mailto:val.cummins@alaska.gov)

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

\_\_\_\_\_  
Provider's Federal Tax ID Number - Do Not List SSN

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)