

**State of Alaska, Department of Health
Division of Senior and Disabilities Services
Grants & Contracts
P.O. Box 110650, Juneau, AK 99811-0650**

ELDER MEALS THROUGH SCHOOLS PROVIDER AGREEMENT

_____, (Provider) enters into a Provider Agreement with the State of Alaska, Department of Health (DOH) for the purpose of providing home delivered and/or congregate meals to elders in the Yukon Kuskokwim Delta Region. 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. 18 AAC 31 Alaska Food Code
- C. Privacy and Security Procedures for Providers
- D. Resolution for Alaska Native Entities
- E. Federal Assurances & Certifications
- F. [Dietary Guidelines for Americans 2020-25](#)

ATTACHMENTS

1. Elder Meals through Schools Monthly Claim for Reimbursement
2. Consumer Characteristics
3. Determine Your Nutritional Health

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. DOH will reimburse providers for eligible meals served to Seniors aged 60 and over and other eligible people, in the Lower Kuskokwim School District service area. To be eligible to enter into the Elder Meals Provider Agreement, the provider must be located in the identified region, and must be an Alaska Public School District with a successful history of providing congregate, and home delivered meals to seniors. Grantees of the DOH Nutrition, Transportation, and Support Services grant program are not eligible to provide services through this provider agreement. With the signed Agreement, the Provider must submit the following documentation:

- A. State of Alaska IRIS Provider Vendor Number is listed in the signed Provider Agreement;
- B. A current State of Alaska Business License;
- C. Alaska Native entities¹ entering into a Provider Agreement with DOH 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. Certificates of Insurance per Section IX (B) of this Provider Agreement;
- E. Provide federally assigned Unique Entity Identifier

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.

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.

- B. 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.
- C. 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 DOH clients through this Agreement and to keep current the necessary documentation on file with DOH to demonstrate compliance.
- D. Provider must serve meals as complete units and meet the standards of the Dietary Guidelines for Americans 2020-25 and Dietary Reference Intakes, and 18 AAC 31, Alaska Food Code.

II. DESCRIPTION OF SERVICES

Providers will plan, prepare, and serve nutritious meals to eligible individuals in congregate settings and deliver meals to homes of individuals that meet qualifying criteria. Actual home delivery methods will be determined by Provider. Providers will also:

- A. Serve meals comparable to student meals under National School Lunch Program adjusted for adult portion size.
- B. Obtain annual completed Consumer Characteristics form, including Determine Your Nutritional Health score, enter consumers into the SDS Service Delivery database (Meals served to individuals that are not registered are not eligible for reimbursement).
- C. Obtain a site record with names of individuals and numbers of meals served or delivered for the month by site; enter data in SDS Service Delivery database. Keep these site records in a secure location or destroy them after entering service delivery data into the SDS Database.
- D. Submit a completed Claim for Reimbursement form, using recorded service delivery data on a monthly or quarterly basis..

III. CLIENT ELIGIBILITY

People aged 60 years and over.

Also eligible:

- A. A spouse of an eligible individual;
- B. An individual with a disability residing with an eligible individual;
- C. An individual with a disability that resides in a housing facility that serves congregate meals and is occupied primarily by eligible older individuals;
- D. Volunteers providing services during the meal service.

Ineligible individuals include those who receive meals through means tested programs, such as:

- A. Title XIX Medicaid CHOICE Waiver programs;
- B. Adult Day Centers funded under the Child and Adult Care Food Program;
- C. State funded home and community-based programs.

Meals claimed under Older Americans Act Title VI Programs for Alaskan Natives and American Indians are not eligible to be claimed under Elder Meals through Schools. The individual may have meals funded by both programs; however, the meal counts must be allocated based on Title III and Title VI percent of funds.

In addition, eligible individuals qualify for Home Delivered Meals (HDM) if they are unable to travel to a congregate site based on the following criteria:

- A. Reside in an area where congregate meals are not available;
- B. Are bedridden due to illness or recovery from illness;

- C. Are disabled physically, mentally, or socially, such that attending a congregate site would negatively impact or risk the individual's health or well-being, or that of the other congregate meal recipients;
- D. Individuals receiving HDM shall have completed Consumer Characteristics submitted with qualifying Activities of Daily Living (ADL) and/or Instrumental Activities of Daily Living (IADL) scores;
- E. Inclement weather may qualify individuals for a home delivered meal on an occasional basis without ADL or IADL score.

IV. BILLING

Providers will report and bill for reimbursement monthly or quarterly, by entering meal counts from meal sites into the SDS Service Delivery database and completing the Elder Meals Monthly Claim for Reimbursement form.. Reimbursement is dependent upon the Provider's compliance meeting all program standards for meals to eligible individuals.

Failure to submit Elder Meals through Schools within 30 days after the last day of the quarter may result in such claims not being paid.

Endorsement of a DOH payment warrant constitutes certification that the claim for which the warrant was issued was true and accurate, unless an amended claim is sent by the Provider

Claims for which DOH issues payment are considered certified as true and accurate, unless written notice of an error is sent by the Provider to DOH within 30 days after the receipt of electronically transferred funds or endorsement of the issued payment warrant.

Providers should submit PDF claims as an attachment via email to Kristin.cox@alaska.gov. **Do not include any confidential information with the claim.**

V. SUBCONTRACTS

Subject to prior approval by DOH, subcontracts may be allowed under the terms of this Provider Agreement according to the provisions of 7 AAC81.090.

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 DOH, except as permitted by other state or federal law.

Consumer Confidentiality and Security of Information applies to the Consumer Characteristics for the Elder Meals through Schools program and the Site Rosters. Only aggregate meal numbers are submitted on the Elder Meals Claim for Reimbursement. Do not submit identifiers of consumers/individuals and/or confidential data with Claims. Any hardcopy or other electronic files of consumers must be kept in a secure location.

The Provider will enter and maintain complete and accurate data in the web-based SDS Service Delivery database. The Provider must annually collect completed Consumer Characteristics forms, including Determine

Your Nutritional Health score (Attachment 2) for every recipient of a meal claimed under this Elder Meals through Schools PA.

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 DOH 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 DOH staff to ensure compliance with service protocols. The Provider will ensure that DOH 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 DOH before destroying those records in a manner approved by DOH. In the event a Provider organization or business closes or ceases to exist as a Provider, the Provider must notify DOH 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 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 DOH, 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/bgcheck/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 DOH 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. Without limiting the provider's indemnification, it is agreed that the Provider shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Provider's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to DOH with the signed Provider Agreement prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this agreement and shall be grounds for termination of the Provider's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.
1. Worker's Compensation Insurance: The Provider shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. 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 claim.
 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 claim.
 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. Limits required per the following schedule:

| Agreement Amount | Minimum Required Limits |
|-----------------------|--|
| Under \$100,000 | \$300,000 per Claim / Annual Aggregate |
| \$100,000 - \$499,999 | \$500,000 per Claim / Annual Aggregate |
| \$500,000 - \$999,999 | \$1,000,000 per Claim / Annual Aggregate |
| \$1,000,000 or over | Refer to State of Alaska Risk Management |

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 DOH, 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.

DOH 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 DOH; 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 DOH 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 DOH with a response that adequately justifies a discovery of questioned costs or other audit exceptions.

XIII LIMITATION OF APPROPRIATIONS

DOH is funded with Federal funds, which are awarded on an annual basis. During each state fiscal year, DOH 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 DOH 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 DOH 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 DOH for a claim of, or liability for, the independent negligence of DOH. If there is a claim of, or liability for, the joint negligent error or omission of the Provider and the independent negligence of DOH, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Provider” and “DOH,” as used within this section and Section IX (B), include the employees, agents, or Providers who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in DOH’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 DOH that change in law affecting this Agreement has occurred, the Provider will promptly agree to enter into negotiations with DOH to amend this Agreement to ensure compliance with those changes.

XVI TERMINATION OF AGREEMENT AND APPEALS

The Provider agrees to notify DOH 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 DOH.

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, DOH 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 DOH.

This Agreement remains in force until the Provider or DOH 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

DEPARTMENT OF HEALTH

Signature of Authorized Provider Representative & Date

Signature of DOH Representative & Date

Printed Name Provider Representative & Title

Amy Burke, Grants & Contracts Section Chief
Printed Name - DOH Representative & Title

Provider Contact & Mailing Address

DOH Contacts & Mailing Addresses

PROGRAM CONTACT
Kristin Cox, Health Program Manager
Senior and Disabilities Services
PO BOX 110680
Juneau, AK 99811-0680
Phone: 907-419-4369
kristin.cox@alaska.gov

Provider Phone Number/ Fax Number

ADMINISTRATIVE CONTACT
Christopher Grube, Grants Administrator

Provider Email Address

Grants & Contracts Support Team
PO Box 110650
Juneau, AK 99811-0650
Ph. 907-465-4823 Fax 907- 465-8678 Questions
on the PA: christopher.grube@alasks.gov

Provider's IRIS Vendor Number

Provider's Unique Entity Identifier

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)

Please email the completed Provider Agreement and supporting eligibility documentation to the following email address: HSS.FMS.Grants.Provider.Agreements@alaska.gov.