

STATE OF ALASKA DEPARTMENT OF HEALTH & SOCIAL SERVICES SENIOR AND DISABILITIES SERVICES POLICY & PROCEDURE MANUAL	SECTION: 2 – Cross-Program	NUMBER: 2-5	PAGE: 1 of 5
	SUBJECT: Use of Telehealth to Conduct Assessments		
	APPROVED: <i>/s/ Duane G. Mayes</i> Duane G. Mayes, Director		DATE: 12/13/16

Purpose:

To establish a foundation for the use of telehealth services in Senior and Disabilities Services (SDS)

To establish protocols for using video teleconferencing (VTC) equipment to conduct Medicaid Home and Community Based (HCB) Waiver and Personal Care Services (PCS) assessments

To delineate responsibilities for the use of telehealth technology to conduct tele-assessments

Policy:

SDS assessors conduct initial assessments and reassessments for Medicaid waiver and Personal Care Services applicants and recipients. SDS assessors will conduct an initial assessment or reassessment as a tele-assessment in locations 1) where a signed provider agreement with an originating site is in place, and 2) when an eligible individual selected for a tele- assessment has completed all required documentation prior to scheduling the tele-assessment.

A. Eligibility for Tele-Assessments

SDS will schedule a tele-assessment with an applicant or recipient if:

1. The applicant or recipient does not reside in the Municipality of Anchorage or the Fairbanks North Star Borough;
2. A signed SDS “Telehealth Reassessment Site Initiation Provider Agreement” (the “provider agreement,” Attachment A), containing detailed technology requirements (Attachment B), exists between the originating site (the applicant or recipient’s local health care facility) and the distant site (SDS);
3. The VTC connectivity and signal quality between the originating site and the distant site produces video and audio quality that is similar to what is experienced during an in-person assessment;
4. The initial application or renewal application and all related documentation for the appropriate Medicaid Waiver or PCS program is completed and turned in to the SDS Assessment Unit in advance of scheduling the tele- assessment; and
5. In addition to the completed initial application or renewal application, the applicant or recipient completes and submits, before the tele-assessment is scheduled,
 - i. a signed “Consent for Assessment by Video/Teleconference” (Attachment C) consenting to having a tele-assessment via VTC instead of having an in-person assessment, and
 - ii. a completed “Environmental Questionnaire” (Attachment D)

B. Connectivity Tests

The originating site and the distant site must conduct a virtual meeting room (VMR) connectivity test between the two sites before every scheduled tele-assessment.

C. Tele-Assessment Security Measures

1. The assessor and all other SDS staff members who attend a tele-assessment will follow Health Insurance Portability and Accountability Act (HIPAA) Security Rules adopted by the State of Alaska Department of Health and Social Services.
2. If the distant site is hosting the VMR for the tele-assessment, the distant site must use a VMR number that
 - i. is not published within the State of Alaska’s VTC directory; and

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- ii. requires the originating site to enter in a Personal Identification Number (PIN) to join the VMR; the distant site must provide this PIN only verbally to the originating site, to ensure the security of the VMR.
3. If the originating site is hosting the VMR for the tele-assessment, the originating site’s VTC system must have the ability to secure the VMR by restricting access to the VMR to only pre-approved participants.

Authority

- 7 AAC 130.213 Waiver Assessment and Reassessment
- 7 AAC 125.012 Initial application for personal care services; reauthorization for personal care services
- 7 ACC 125.020 Personal Care Services Assessment

Definitions

“Distant Site” means the location of the SDS assessor at the time the tele-assessment session is taking place with the recipient.

“Originating Site” means the location of a healthcare clinic in Alaska, or a facility in a different state, that has a telehealth provider agreement in place with SDS to host tele-assessment sessions

“Synchronous” means the time during which the originating site and the distant site are both using telecommunication systems with audio, visual, and encryption capabilities to simulate an in-person encounter; also known as “real time”

“Tele-assessment” means a Medicaid Waiver or PCS assessment or reassessment conducted by an SDS assessor using video conferencing (VTC) equipment that employs encryption capabilities specified in Attachment B.

“Telehealth” means the use of technology to provide health assessments, health information, health education or health observations at a distance.

Responsibilities

- A.** The SDS Assessment Unit scheduler is responsible for identifying the applicant or recipient and ensuring that all documentation and assessment details, including scheduling, are completed prior to the assessment.
- B.** The SDS Assessment Unit assessor is responsible for conducting the assessment according to SDS assessment procedures.
- C.** The SDS telehealth coordinator is responsible for working with the scheduler, the assessor, and the originating site to ensure that the originating and distant sites can connect in a VMR using VTC.
- D.** The DHSS Enterprise Technology Services Unit is responsible for providing connections for secure VMREncryption.
- E.** Participating originating sites are responsible for ensuring the terms and conditions of the signed provider agreement are in effect for each assessment conducted at the originating site’s facility.
- F.** Healthcare agencies that have been approved by SDS to participate via VTC when an Assessor is assessing their applicants or recipients are responsible to follow the physical standards and equipment requirements established by SDS.

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Procedures

A. Tele-assessments

1. Pre-Assessment Protocols

- a. The Assessment Unit scheduler will:
 - i. Identify and contact applicants or recipients for tele-assessments;
 - ii. Review all recipient application materials for completeness before scheduling a tele-assessment; in addition to the standard initial application or renewal application materials, a tele-assessment application includes
 1. A photocopy of the applicant or recipient’s identification card;
 2. A signed “Consent for Telehealth Assessment,” including identified assessment participants; and
 3. A completed “Environmental Questionnaire”;
 - iii. Contact the care coordinator or personal care agency to request any items missing from the application;
 - iv. Once the initial application or renewal application is complete, work with the originating site and recipient to set up an appointment for the tele-assessment, then confirm the availability of the distant site’s VTC equipment;
 - v. Inform the SDS assessor of the date and time selected for the tele-assessment;
 - vi. Verify the personnel at the originating site that will initiate the VTC session;
 - vii. Provide the verified personnel at the originating site with the secure VTC VMR instructions; and
 - viii. Send notification of scheduled assessment to the care coordinator or PCS agency.

- b. The Assessment Unit assessor will:
 - i. Contact the applicant or recipient and originating site several days prior to the scheduled assessment to confirm the date and time for the tele-assessment; and
 - ii. Review the applicant or recipient’s documentation before the scheduled tele-assessment.

- c. The SDS telehealth coordinator will:
 - i. Train SDS assessors to use the SDS VTC equipment in order to conduct tele-assessments;
 - ii. Solicit health clinics and facilities to enter into provider agreements with SDS;
 - iii. Provide the PIN verbally to the originating site and distant site to ensure a secure VMR for the tele-assessment;
 - iv. Assist the assessor with completing a connectivity test between the originating site and distant site prior to the scheduled tele-assessment, including resolving any connectivity issues between the originating site and distant site’s IT departments by
 1. Contacting the originating site’s IT resources for assistance; and
 2. If the originating site cannot connect to the distant site’s VMR during the testing phase, arranging for the originating site to host the tele-assessment session in a secured VMR; and
 - v. Submit to Enterprise Technology Services a request to obtain a new VMR PIN, as needed.

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- d. The DHSS Enterprise Technology Services Unit will:
 - i. In response to a request from the SDS telehealth coordinator, change the VMR PIN on an as needed basis; and
 - ii. Give the new PIN number to the SDS telehealth coordinator verbally as needed.

2. Assessment Protocols

- a. The verified personnel of the originating site will:
 - i. Connect to either the originating site’s or the distant site’s secured VMR to start the tele-assessment;
 - ii. If the originating site is using a portable device, complete a 360 degree view of the room;
 - iii. Ensure that the applicant or recipient and any additional participants will have privacy during the tele- assessment;
 - iv. Ensure that the room is quiet and comfortable during the tele-assessment;
 - v. Attempt to resolve problems with connectivity of the VTC equipment occurs, as needed.

- b. The Assessment Unit assessor will:
 - i. Verify the applicant or recipient’s identity;
 - ii. Ask any additional participants to identify themselves, by full name and relationship to the recipient, before starting the tele-assessment;
 - iii. Explain the tele-assessment process by reviewing the “What to Expect from the SDS Video-Assessment” brochure (Attachment E), explaining that the tele-assessment may be stopped if the technology fails, and answering questions;
 - iv. Review the recipient’s completed Environmental Questionnaire with the recipient;
 - v. Conduct the tele-assessment using the appropriate assessment tool using standard SDS assessment procedures;
 - vi. Once the tele-assessment is completed, disconnect from the VMR only after the originating site has disconnected from the VMR.

B. Reimbursement

1. After completing a tele-assessment, on at least a monthly basis, the originating site will submit a completed Telehealth Originating Site Facilitation Fee (Attachment F) form to the SDS telehealth coordinator.
2. The SDS telehealth coordinator will submit the originating site’s completed “Telehealth Originating Site Facilitation Fee” form to the SDS administrative staff for payments processing.

C. Assurances

Both the distant site and the originating site will conduct all tele-assessments in a manner that meets or exceeds the equipment, connectivity, privacy and room arrangements requirements identified in Attachment B.

ATTACHMENT A

**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 Telehealth Reassessment Site Initiation Provider Agreement**

_____, (Provider) enters into a Provider Agreement with the State of Alaska, Department of Health & Social Services (DHSS) for the purpose of hosting video teleconference (VTC) calls for the Division of Senior and Disabilities Services (SDS). The Provider will conduct initial and annual assessments for Medicaid Waiver and Personal Care Assistance (PCA) service participants who live in areas outside of the Municipality of Anchorage and Fairbanks North Star Borough, in which the local clinic maintains and operates VTC equipment. Providers who maintain and operate VTC equipment in clinics Statewide are eligible for this Provider Agreement. 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. Resolution for Alaska Native Entities
- C. Privacy & Security Procedures for Providers
- D. Federal Assurances & Certifications

ATTACHMENTS

- 1. Protocols for Telehealth Initiative
- 2. Consent for Telehealth Assessment
- 3. Telehealth Originating Site Facilitation Fee Invoice
- 4. Telehealth Video Conferencing Requirements

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 activities of the Provider related to this Agreement using Appendix B;
- D. Provide verification that village clinics are enrolled as Medicaid providers
- E. Provide a list, by community, of village clinics with video conferencing equipment that meets the technical requirements stated in Attachment 4, and that are verified Medicaid providers. Include the names and contact numbers for the qualified Health Aid or Behavioral Health Aid who will operate the VTC equipment for the assessments, as well as the name and contact number for the Tribal Health Clinic IT staff.

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.

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

- A. The provisions of Appendix C, Privacy & Security Procedures.
- 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. The equipment, network and facilities will meet Telehealth VTC requirements stated in Attachment 4 and will be operated by qualified staff.
- D. 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 of SDS administers Medicaid programs that provide access to home and community-based services for elders and Alaskans of all ages with disabilities. To be eligible for services, an applicant must be assessed by SDS assessors and found to medically need the services. Those individuals found eligible must then participate in an annual reassessment to maintain their eligibility for these services. SDS employs Assessors to perform these assessments face-to-face in the client's home or in rare instances in another facility such as a hospital where the applicant is waiting for discharge.

To meet the increasing demand for services and identify solutions to address the challenges in rural remote areas, SDS is incorporating telehealth into the existing assessment processes. SDS will use VTC calls to conduct assessments with service recipients who are willing to participate and who reside in remote areas with access to local telehealth equipment at a clinic.

Providers should refer to Attachment #1 for additional information for the provision of services applicable to this Provider Agreement.

III. CLIENT ELIGIBILITY

All participants will be referred by SDS, as applicants to be or existing Medicaid Waiver and PCA service participants. SDS's Assessment Unit will identify eligible participants for VTC assessments each quarter and coordinate with the service participant, Care Coordinator or Case Manager, family and/or legal guardian to coordinate a VTC assessment.

IV. BILLING

Providers submitting claims to DHSS for services provided for this agreement shall be submitted on the SDS Telehealth Originating Site Facilitation Fee Invoice, listed as Attachment #3. Only one initiation fee per scheduled assessment is permissible under this Provider Agreement. SDS will reimburse the Provider \$62.43 per each scheduled and completed video conference.

Clients with Medicaid Waiver or PCA services are eligible to participate in the services described in this agreement if they meet the client eligibility requirements. At this time Providers are not eligible to bill Medicaid for Telehealth Originating Site Facilitation Fee for SDS service participants. However, it is anticipated that in the future Providers will be able to bill Medicaid directly for this service, at which time this Provider Agreement will become void. If DHSS pays for a service, and a

primary payment source subsequently submits payment for the same service, the Provider shall credit back to DHSS any other-source payments received by the provider.

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.

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. 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 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 B to this Agreement.

Client information transmitted through VTC is considered to be Protected Health Information and must be protected under the applicable privacy laws. There should be no additional information regarding clients that the Provider must transmit to DHSS. However, 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) or fax. If there are any questions, the Provider must call or email the assessment unit. 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 assessment unit, 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 the assessment unit.

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 B to this Agreement. Upon request, the Provider agrees to provide copies of the Provider's records created under this Agreement to DHSS, 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 B 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 Occupational Safety and Health Administration regulations requiring protection of employees from blood borne pathogens and contacting the Alaska Department of Labor 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 DHSS, Division of Public Health, Background Check Program 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/faq.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.

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 such time that regulations are revised to enable direct billing of Medicaid for these services; or 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**

Tarik Thomas, Telehealth Program Coordinator
 Division of Senior and Disabilities Services
 550 W. 8th Ave
 Anchorage, AK 99501
 Ph. 907-269-3666 Fax 907-269-3648
 Email: tarik.thomas@alaska.gov

Provider Phone Number/ Fax Number
ADMINISTRATIVE CONTACT

Alyssa Hobbs, Grants Administrator
 Grants & Contracts Support Team
 PO Box 110650
 Juneau, AK 99811-0650
 Ph. 907-465-1187 Fax 907- 465-8678
 alyssa.hobbs@alaska.gov

Provider Email Address

Provider's Federal Tax ID Number

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)



Video Teleconferencing Requirements

Devices | Equipment

The distant site and originating site will use high quality cameras, audio, and transmission equipment that are appropriate for the telehealth assessments. The devices shall have up-to-date security software. Both organizations will use device management software to provide consistent oversight of applications, devices, data configuration, and security. In the event of a technology fault or failure both distant site and originating site shall have a backup plan in place that outlines an alternate method of communication between sites.

In addition, distant site and originating site shall:

1. Ensure that the video teleconferencing equipment is able to support the assessor's needs and functioning properly at the time of the telehealth assessment.
2. Comply with all relevant laws, regulations, and encryption requirements for equipment that is used in healthcare settings.
3. Have processes in place to ensure the safety and effectiveness of equipment through on-going maintenance.

Connectivity

1. Both distant site and originating site will have bandwidth at least 768Kbps to produce 720 (1280 x 720) resolution at 30 frames per second.
2. Both distant site and originating site will pre-test the connection before starting scheduled telehealth assessments to ensure the link has sufficient quality to support the transmission.

Privacy | Room Requirements

1. Room Set-up:
 - A. During the telehealth assessment the video teleconferencing room at distant site and originating site will be considered a patient examination room; therefore, audio and visual configurations will be required to meet HIPPA requirements. However, the Remote Site's video teleconferencing room will also need to accommodate the recipient's movement and visual requirements. Both rooms shall be designated private for the duration of the telehealth assessment and no unauthorized individuals will be allowed to enter the video teleconferencing room. Distant site and originating site will take every precaution to ensure the privacy of the telehealth assessment and the confidentiality of the recipient. Before the telehealth assessment begins all individuals at distant site and originating site will introduce themselves to all participants. The recipient/representative must give permission for additional people other than distant site assessment staff to join the telehealth assessment.
2. Room Lighting:



State of Alaska | Department of Health and Social Services | Senior and Disabilities Services

- A. The video teleconferencing room shall be comfortably lit for the recipient and lit well enough for the assessor to see the recipient without shadows falling on the recipient's face or other areas where clinical data is being displayed (such as lower extremities, hands, etc.). The lighting of the assessor's space shall meet the same requirements in that the recipient must be able to see the face of the assessor with no shadowing.
3. Backdrop:
 - A. Backdrops behind the recipient and assessor should be clean and plain in color and not full of distractions such as office papers, book shelves, etc. Blue is an optimum color for backdrops as blue neither reflects or absorbs light, is a calming color, and helps to accentuate the area of interest.



ATTACHMENT C

Consent for Assessment by Video/Teleconference

Purpose: This form asks for your permission to be part of a telehealth assessment with Senior and Disabilities Services (SDS). This meeting will help SDS to determine if your needs can be met through either a Medicaid Waiver or Personal Care Services (PCS) program.

Introduction: Senior and Disabilities Services will be using video teleconferencing equipment to conduct your assessment over the internet. You will be in a private room at your local clinic with video and telephone equipment. This is called a “tele-assessment.” An assessor from SDS will connect to your clinic’s private telehealth system from a private room at the location. The tele-assessment will be almost like a face to face assessment.

During the telehealth assessment:

1. The SDS Assessor will ask you about your medical history, reports from doctors about you, the medications you take and any major things that have happened to you in the previous year, like accidents or hospital stays.
2. The assessor will ask you to show how you do some simple tasks.
3. Other people may be with you in the room to make the video and telephone work correctly. You will be informed about who these people are.
4. Video, audio, and/or photo recordings will not be taken during the assessment.

Possible Risks: By signing this form, you are verifying to SDS that you understand the following:

1. We will protect your private information. Your private information may become available if the video & telephone or SDS processes do not work properly.
2. The information you give at the telehealth assessment may not be enough to decide your need for the services provided by the Medicaid Waiver or PCA program.
3. The telehealth assessment may take longer due to equipment testing or the signal speed.

Consent: If I am signing this agreement on behalf of a person who is temporarily or permanently unable to give their own consent due to cognitive capacity, physical inability to sign, or is a minor, I certify that I have the authority to sign this consent agreement on behalf of this person.

I have read and understand the information above regarding telehealth assessment, have discussed it with my Care Coordinator or PCA agency representative, and all of my questions have been answered. I agree to participate and give my permission for the use of telehealth in my assessment.

I give permission for _____ to be present during my assessment.

Print Name of Applicant or Recipient

Witness

Signature of Applicant or Recipient

Relationship to Patient

Signature of Authorized Representative

Date



ATTACHMENT D

**SDS Tele-Assessment
Environmental Questionnaire**

Recipient Information	
Name:	
Representative's name:	
Telephone number:	
Clinic Name:	
Clinic Telephone number:	
Type of Assessment:	
Date:	

Resident Section

Place of living Questions

Do you live in a house or apartment complex?

- House
- Apartment complex
- Assist Living Home
- Other

Roommate Questions

How many people do you live with?

What is their relationship to you?

Level Questions

Do you have a single level or a multi-level home?

- Single
- Multi-level

Do you live in a single level apartment complex or a multi-level apartment complex?

- Single
- Multi-level

Is there an elevator in your apartment complex?

- Yes
- No



Outside step Questions:

Do you have any steps outside of your house?

- Yes
- No

If yes, how many steps? _____

Do you have a ramp in front of your house?

- Yes
- No

Do you have a stair lift or a vertical lift in your house?

- Yes
- No

Inside Step Questions

Do you have any steps inside your house | apartment?

- Yes
- No

Are there steps to get?

- Upstairs
- Downstairs
- In the living room

How many steps get up or downstairs?

Heating Source Section

Heating Questions

What is the source of heat for your house?

- Oil
- Firewood
- Propane
- Natural Gas
- Electric

If you heat your house with firewood do you:

- Collect the firewood yourself?
- Need help collecting the firewood?
- Chop the firewood yourself?
- Need help chopping the firewood?

Kitchen Section

Prepare | Cooking Questions

How do you prepare | cook your meals?

- Do you use an electronic stove | oven?
- Do you use gas stove | oven?
- Do you use wood oven?
- Do you use a microwave?



Is there any part of the oven, stove, or microwave not working?

- Yes
- No

If yes, which part(s) is not working?

Water | Plumbing Section

Water Questions

Do you have indoor running water?

- Yes
- No

Do you have to haul water in?

- Yes
- No

If you hauling water in do you:

- Haul the water yourself?
- Need help collecting the water?

Plumbing Questions

Do you have indoor plumbing?

- Yes
- No

Restroom Section

Toilet Questions

What type of restroom do you have?

- Indoor toilet
- Honey bucket
- Community restroom

Bathing Questions

How do you bathe?

- Shower
- Bathtub
- Community shower
- Steam room

Bathing Step Questions

Do you have to step in or roll in the?

- Shower
- Bathtub
- Steam room

Laundry Section

Where do you do your laundry?

- At home
- Community laundry room

The **Division of Senior and Disabilities Services**, or **SDS**, has programs to support Alaskans who need help with daily tasks, or who need the kind of care a nursing home gives.

Personal Care Services, or PCS, is for people who need help doing everyday things like

- getting dressed
- bathing
- cooking
- eating
- cleaning
- doing laundry

Home and Community Based Waiver programs, or waivers, help Alaskans who need nursing-home-level help.

Waivers give support in people's homes and their community instead of in a nursing home. Waivers can help with

- medical equipment
- finding assisted living
- respite care

There are waivers for Alaskans with physical and developmental disabilities, and children with complex medical conditions.

Our Mission

Senior and Disabilities Services promotes health, well-being and safety for individuals with disabilities, seniors and vulnerable adults by facilitating access to quality services and supports that foster independence, personal choice and dignity.



Division of Senior and Disabilities Services

Telehealth Unit

550 W. 8th Ave
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"Connecting Alaska to Better Serve Its People"

Phone: **907-269-3666**
Toll Free: **800-478-9996**
Fax: **907-478-9996**



Alaska Department of Health and Social Services

Applying for Medicaid waiver and personal care services in rural Alaska:

What to Expect from the SDS Video-Assessment



To apply for Personal Care Services or a Medicaid waiver program, you need a professional to help you. You can choose your personal care services agency or care coordinator.

***Need help choosing?
Want to learn more?***

*Call your nearest
Aging and Disability Resource Center,
1-877-6AK-ADRC (1-877-625-2372)*

The agency or care coordinator will ask SDS to check your health to find out if you can use personal care services or waiver help. This is called an assessment.

Your agency or care coordinator will help you gather medical records that the SDS assessor will need (from your doctor and the hospital). This will help your assessor learn more about your health.

SDS will call you to set up an assessment.

In rural Alaska, the assessment will be by **video conference** at a local health clinic. It takes about one to two hours.

Before your assessment is scheduled, your agency helper or care coordinator will help you fill out two forms:

- Environmental Telehealth Assessment Questionnaire
- Telehealth Consent form.

The day of your assessment, please wear a pale solid color shirt like light blue or yellow (not white). You will go to the clinic and talk to the assessor on a TV screen in a private room. The assessor will

- ask about your health
- ask you to show how you sit, stand and walk
- ask you to show and tell what you do to take care of yourself every day.

You may have family members or friends with you for the assessment, but it is important that you are the one who answers questions. They can talk to the assessor after the assessor talks to you.

If you have a legal representative, he or she must be at your assessment.

If you need an interpreter, SDS will get one for you.

It is very important that you are honest. If you are not,

- you could lose your right to get help,
- you may have to pay back the cost of any help you got, and
- you may be charged with a crime.

The assessor will fill out a form, called a CAT (that stands for Consumer Assessment Tool).

SDS staff will look over your assessment and send you a letter that tells you if you can get help from one of the programs.

The letter will share with you what the assessor wrote in your assessment.

If you want to disagree with your assessment, you can. The letter will tell you how.



ATTACHMENT 3 -PA- SDS Telehealth Invoice for Reimbursement (Rev. 2/16)