

## **Instructions**

- 1. Complete the Provider Information section.**
- 2. Complete the Provider Agreement by inserting the name of the Facility/Provider.**
- 3. Sign and Date the Provider Agreement. Provide the Title of the person signing the Agreement.**
- 4. Attach a copy of the Facility's current license.**
- 5. Mail the Provider Information page, the Provider Agreement and a copy of the facility's current license to:**

**Virginia Department for Aging and Rehabilitative Services  
Division of Community Living  
5620 Cox Road  
Glen Allen, VA 23060**

Thank you for your request to participate in the Commonwealth of Virginia's Auxiliary Grant Program. Requesting to become a provider does not constitute automatic acceptance into the Program. Upon receipt of your completed Application, Provider Agreement and a copy of the current license, processing of the enrollment may take up to 15 business days. Please keep a copy of the agreement for your records.

Virginia Department for Aging and Rehabilitative Services

**AUXILIARY GRANT**

Provider Information Section

<b>1. Facility Information</b>			
Facility Name			
Address			
City		State	Zip
Telephone Number			
City or County			
Mailing Address (If different)			
City		State	Zip
<b>2. Facility Contact Information</b>			
Name:			Title:
Telephone Number:			Extension:
Fax Number:			Email:
<b>3. Requested Effective Date as an Auxiliary Grant Provider:</b>			

***VIRGINIA AUXILIARY GRANT PROGRAM PROVIDER AGREEMENT***

All applicants must fill out the Provider Agreement. A Copy of the assisted living facility's current VDSS license is also required and must be submitted with the Provider Agreement.

**Virginia Department for Aging and Rehabilitative Services**

**AUXILIARY GRANT**

**Provider Agreement**

**This is to certify:**

Provider Name:

agrees to participate in the Auxiliary Grant Program administered by the Virginia Department for Aging and Rehabilitative Services (DARS)

1. Provide services in accordance with all laws, regulations, policies, and procedures that govern the provision of services in the facility.
2. The provider agrees to comply with all applicable state and federal laws, as well as administrative policies and procedures of DARS as from time to time amended.
3. Services will be provided without regard to age, sex, race, color, religion, national origin, or type of illness or condition. In accordance with the terms of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) no handicapped individual shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination.
4. The provider agrees to keep such records as DARS determines necessary. The provider will furnish DARS on request information regarding payments claimed for providing services under the Auxiliary Grant program. Access to records and facilities by authorized DARS representatives and the Attorney General of Virginia or his authorized representatives, and authorized federal personnel will be permitted upon reasonable request.
5. Care for auxiliary grant recipients in accordance with the requirements at the current established rate.
6. Payment at the established rate for the services involved shall constitute full payment for the services rendered. Should an audit by authorized state or federal officials result in disallowance of amounts previously paid to the provider, the provider shall reimburse VDSS upon demand.
7. Adhere to third-party payment in accordance with §22VAC30-80 of the Code of Virginia.
8. Refrain from charging the recipient, his family, or his authorized personal representative a security deposit or any other form of compensation as a condition of admission or continued stay in the facility.
9. Resident's personal needs allowance should be kept separately and apart from other facility funds, preferably in a separate account holding PNA funds for all AG recipients.
10. Submit an annual Certification form by October 1 of each year, failure to submit annual certification form; the provider will not be authorized to accept additional individuals with AG.
11. Pursuant to 22VAC30-110-40, provide written notice to the local department benefits worker in the jurisdiction responsible for authorizing the auxiliary grant and the qualified assessor or case manager who conducted the most recent assessment in the event of an individual's death or discharge from the facility. Such written notice should include the individual's date and place of discharge or of the individual's

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death. For a planned discharge, the written notification must be made at least 14 calendar days prior to the individual's planned discharge. In the event of an emergency discharge, the written notification must be made as rapidly as possible, but no later than the close of the day following the emergency discharge. For a death, written notification must be made within five calendar days after the individual's death.”

12. Provide a 60-day written notice to the division of licensing in the event of the facility's closure or ownership change with a copy to the local department of social services that determines the resident's auxiliary grant eligibility.

13. Return to the local department of social services that determines the resident's auxiliary grant eligibility all auxiliary grant funds received after the death or discharge date of an auxiliary grant recipient in the facility.

14. Except as otherwise provided by applicable state or federal law, this agreement may be terminated at will on thirty days' written notice by either party. This agreement may be terminated by DARS if DARS determines that the provider poses a threat to the health, safety or welfare of any individual enrolled in any program administered by the Department.

15. Except as otherwise provided by applicable state or federal law, all disputes regarding provider reimbursement and/or termination of this agreement by DARS for any reason shall be resolved through administrative proceedings. These administrative proceedings and judicial review of such administrative proceedings shall be pursuant to the Virginia Administrative Process Act.

16. The provider agrees that they have read and understood the AG Provider Information Booklet outlining the guidelines of the Auxiliary Grant Program.

17. The provider agrees, at all times, to retain full responsibility for any and all performance under this agreement, whether performed by the provider or others under contract to the provider.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date \_\_\_\_\_

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**TO BE COMPLETED BY DARS STAFF ONLY**

Application received by DARS on \_\_\_\_\_

(You are approved to accept AG residents as of) \_\_\_\_\_. Your continued participation in the Auxiliary Grant program is contingent upon the timely renewal of your license.

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DARS Staff Signature

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Date