



Communicator

LIVING ASSOCIATION OF ALABAMA



ALAA Announces NEW Group Purchasing Plan

Inside this Issue

New Group Purchasing Plan

Education Is HOT!!

BOE Nominations

BOE Rules Change

Consultants / Management Companies

Unlicensed ALF in St. Clair County

What is a Dietician?

The Alabama Assisted Living Association has named **Navigator Group Purchasing, Inc.** of Nashville, Tennessee as its new provider of group purchasing services effective immediately.

Tidewater GPO has been the Association's group purchasing organization since 1993 but several changes at Tidewater over the past three years has steadily decreased the service and accessibility of competitive discounts to our members.

This new contract will replace Tidewater while preserving our Tidewater-level discounts.

Commodities and capital goods such as food, furnishings, medical supplies, paper goods, cleaning supplies, and equipment are included in the Navigator portfolio.

Among the service providers in the Navigator portfolio are US Foodservice, Dean Foods, Direct Supply, and McKesson Corporation.

If you are a current ALAA/

Tidewater customer you will need to convert your contract to Navigator. Frank Holden will be contacting you to accomplish this change-over. Navigator pricing will match or improve your pricing with all of the top commodity, servicer, and equipment distributors we have been using.

For example, if you are a US Foodservice customer, your new Navigator contract will preserve discounts and service provisions you were getting under Tidewater... and improve your service and pricing in the future.

And, at NO COST to you!

Navigator GPO was chosen to replace Tidewater because of several reasons: 1) Navigator is headquartered in Nashville so we now have direct access to the senior management of the company.

Navigator has the ability to be flexible and quick in responding to our members. 2) Pricing and service will be improved. 3) ALAA will improve its revenue share over the contributions

Tidewater made to ALAA education programs.

Charlie Grella is our Regional Manager. His office telephone number is 770-345-7676, his cell number is 678-524-2524, his fax: 770-345-7696, his email is charlie.grella@navigatorgpo.com

Navigator will be an Associate Member of ALAA and participate in all our Conferences and in several Region Meetings.

Welcome Navigator!

And look for your communication and participant contract information. Call Frank at the Association office with any questions.

Check out Navigator at www.navigatorgpo.com.

Join us on FACEBOOK



Assisted Living Association of Alabama

VOLUME XXI / ISSUE III

JUNE 2010

Education is “Hot”

Just My Opinion
Frank Holden

Ok, so here’s the deal. Samantha Mason has been on the job since March first.

Since then she has been baptized by staffing the Spring Conference, ran six region meetings, hosted two training sessions, co-taught the AIT, written or edited three Plans of Correction, consulted in two survey “fixes” and helped in a myriad of ways around the office.

“Hitting the ground running” does not even begin to tell the story!

The Association has one objective. That is to bring value to our members.

Consulting, advising, hand-holding through the survey process or conducting mock surveys and training are the bed-rock foundation of our agenda.

Advocating for senior issues and keeping tabs on regulatory issues are an extension of that core principle.

Another way ALAA brings value to our members is through our group purchasing plans and associate member/vendor promotions.

With this issue we are announcing the most significant change in this program since 1993.

Replacing Tidewater GPO with Navigator GPO was a decision that took months of negotiating and much research and planning.

The ALAA Board did not approach this decision lightly.

But at the end, Tidewater could not match the service, pricing, and benefits offered through Navigator.

Navigator is headquartered in Nashville, Tennessee. So the principals are accessible to us when we need to negotiate a new vendor, research pricing, or add new members.

The company will be entering the Alabama market in a big way. ALAA will be the catalyst for them as they open the Alabama market.

Navigator is a national company, but because their leadership is in Nashville and targeting Alabama for growth, ALAA’s Board believes this can be an exciting new venture.

ALAA will earn valuable commissions from the GPO which go directly to support our operations and especially our education programs.

Customer pricing for food, supplies, equipment, services, and other commodities will be competitive or lower than what our Tidewater customers have been paying.

For those ALAA members who have not been in the Tidewater GPO, Navigator will offer substantial savings over local vendors, or national chain outlets.

As you can see it has been a busy spring. ALAA continues to seek programs, products, and relationships that will bring value to our members.

ALAA is currently negotiating several service provider agreements that will further enhance the ALAA portfolio of member services.

Your feedback is important. Let us know what you need and we will try to provide it.

ALABAMA MEDICAL DIRECTORS ASSOCIATION

Frank Holden will be presenting at the AMDA conference July 30-August 1.

The presentation will educate long term care medical directors in the policies and regulations of assisted living.

SCALF providers are required to have a Medical Director, while ALFs do not have a requirement, they must have a “back up” physician relationship.

We hope this will begin a dialogue with the MDs which will help us develop valuable allies in our fight for fair and scientifically valid regulations and improve medical services to our 10,000 residents in ALF and SCALF communities.

BOE Nominations Sent to Governor

Four incumbent BOE members have agreed to continue for another term; Charlie Harbough (HR at Maximum Efficiency Squared) will be recommended to Governor Riley to replace Tommy McKinnon who has served two terms as the Consumer representative on the BOE.

Tommy leaves as the immediate past Chair of the Board. We will miss him.

Tommy has served with distinction and contributed to many reforms benefiting our licensed Administrators.

“Business License” Requirement Change!

That troublesome rule requiring Administrators to submit a business license along with application for renewal or initial license is in the process of being changed.

While the intention was a good one, this proved to be an unwieldy way to ensure that applicants were intending to work for a licensed assisted living facility.

The Public Hearing for this rule change is scheduled for June 3 at 10am at the BOEALA Office. If passed, the rule change will be effective 35 days from the hearing.

How to Sign Up for Savings Through the New Navigator Group Purchasing

Enclosed in this issue of the Communicator you will find a Navigator agreement.

You may simply sign the agreement and return it to Navigator to activate your account.

If you have questions call Frank Holden at the ALAA office or if you use US Foodservice as your food vendor, you may activate Navigator or have your questions answered by US Foodservice representatives about your food service plan under Navigator’s contract.



Consultants and Management Companies

ADPH occasionally recommends that a licensed provider retain consultants to assist them in fixing deficient practices.

Often this is imposed through a “Consent Agreement” where the ALF or SCALF agrees to hire a consultant or management company in order to avoid further enforcement action following a poor survey score.

Frequently ALAA works with the licensed provider and the consultant by providing training or other services helpful to a favorable outcome.

ALAA does not endorse, approve, or recommend any particular consultant or management company. However, there are several whom the Association and ADPH recognize as competent and experienced in this area.

Sage Management—(251) 981-0200

Doug Warren

Great Oaks Management—(334) 386-0343

O’Neal Green

ProActive Management—(251) 209-1015

Rick Cagle

Senior Management, LLC—(251) 605-5092

Tom Pennington & Mary Kay Polys

2010 ALAA Fall Conference

Start making plans to attend the ALAA Fall Conference at the Westin in Huntsville.

September 14-15, 2010

For more information, call ALAA or visit our website at www.alaaweb.org

Call Melissa at the Westin at (256) 428-5406 to make hotel reservations under the Assisted Living Association rate of \$129.00 from 8am—5pm.

Group Rate Deadline of \$129 per night is August 23, 2010.

Be sure to encourage vendors from your facility to participate this year.

Unlicensed ALF Targeted in St. Clair County

A formal complaint has been filed with the Circuit Court in St. Clair county, near Pell City. The operation is called New Horizon Communal Living.

Fourteen residents, many of them cognitively impaired, live in the community which has two buildings on the same campus. ADPH has asked the court for an expedited hearing.

This community has operated for years without benefit of license. In 2009 one building sustained substantial damage in a fire.

The operators most likely will go to trial rather than close. We will monitor the results and report on the outcome once the Court rules on the motion to enjoin the community from continuing operations.

ALAA appreciates the efforts of ADPH to identify and enforce licensure laws on these unlicensed facilities. It is a major undertaking and the outcomes usually result in the operators closing and opening up in another location.

Although there is no official accounting of the number of unlicensed communities, ALAA estimates there are at least 200 such properties in operation statewide.

We applaud the efforts of ADPH in this vital action to protect seniors from abusive practices.

TIP:

Dietitian:

- Shall, with approval of administrator, develop written policies & procedure for the guidance of all personnel handling food. To include:
 - Sanitation of dishes, utensils, service equipment & sanitary food prep & handling
 - Attire & cleanliness of staff who prepare, handle & serve food
 - Schedule of meals, including between meal nourishment
 - Food substitutions or alternatives
 - Method to ensure an adequate dietary plan for each resident on a therapeutic diet
 - Procedure to be followed if a resident is nutritionally compromised or is not eating adequate quantities of food
 - Provision of necessary services to any resident requiring adaptive devices to eat
 - Procedure for food service in the event of a disaster, Disaster menus shall be developed. The policy shall address how food will be obtained and maintained at safe temperature if electricity is not available
 - Procedure for handling of potentially hazards foods such as meat, milk, ice, & eggs
 - Storage of food.

2010 ALAA Fall Conference

A Symposium for Professionals in Senior Services
September 14-15, 2010

The Westin
Huntsville, Alabama



Reach Decision-Makers in the Senior Care Market!

- ◆ Set-up Monday, September 13 at 10am
- ◆ Several Exhibitor and Sponsorship Options
- ◆ Pre-conference registrant mail out



Call Melissa at the Westin to make hotel reservations under Assisted Living Association group rate of \$129 per night (256) 428-5406 from 8am—5pm

Group Rate Deadline of \$129 per night is August 23, 2010.

Platinum Sponsor

Full Page Advertisement in Agenda
Pre-Conference Mailing
Exhibition Booth
Two Conference Registrations
Member—\$2500
Non-Member—\$3000

Gold Sponsor

Half Page Advertisement in Agenda
Pre-Conference Mailing
Exhibition Booth
Two Conference Registrations
Member—\$1500
Non-Member—\$2000

Exhibitor

Pre-Conference Mailing
Exhibit Booth
Listing in Agenda
Two Conference Registration
Member—\$900
Non-Member—\$1100

**You must have your Pre-Conference Mailing info in to ALAA by August 9, 2010.
Advertisements can be no larger than 8 1/2 x 11. Please send 350 copies.**

2010 ALAA Fall Conference

September 14-15, 2010

The Westin, Huntsville, AL

Please complete the following information:

SPONSOR/VENDOR REGISTRATION:

MEMBER PRICING:

Exhibit Only \$900 Gold Sponsor \$1500 Platinum Sponsor \$2500

*NON-MEMBER PRICING:

Exhibit Only \$1100 Gold Sponsor \$2000 Platinum Sponsor \$3000

Company Name: _____

Representative (1): _____ Title: _____

Representative (2): _____ Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

We will need an electrical outlet: Yes No / We will provide a door prize: Yes No

I understand that the sponsorship registrations are on a PRE-PAID basis. I understand that the registration deadline is Monday, August 30, 2010.

Signature: _____ Title: _____

Total Payment: \$ _____

Check Enclosed (payable to ALAA) Check Request Enclosed
(If payment is not received by August 30, your company will be asked for a credit card number.)

Please charge my ___ Visa ___ Master Card Total Charge: \$ _____

Name on card: _____ Number: _____

Expiration Date: _____ Authorized Signature: _____

Please return form with registration fee to:

ALAA, 5921 Carmichael Road, Montgomery, AL, 36117

Or fax your registration to (334) 262-4603 with a credit card number.

You will receive a confirmation letter from ALAA prior to the Conference. If you have any questions, please call Amy at 800-826-9410.

Gold & Platinum Sponsors, please email your company logo to afindley@alaaweb.org when you register.

Assisted Living Association of Alabama

2010 Fall Conference Registration

September 14-15, 2010 | The Westin, Huntsville, AL

FEES: Postmarked by July 23, 2010

(Includes all scheduled conference breakfasts, breaks, and luncheons. All fees are per person.)

Member Rate: \$239.00 Non-Member Rate: \$290.00

FEES: Postmarked after July 23, 2010 (but before September 6)

(Includes all scheduled conference breakfasts, breaks, and luncheons. All fees are per person.)

Member Rate: \$279.00 Non-Member Rate: \$349.00

Government Rate: \$90.00

****Postmarked after Sept. 6 / On-Site: Member Rate: \$365.00 - Non-Member rate: \$400.00** NO EXCEPTIONS!!**

PAYMENT:

Check Enclosed (Payable to ALAA)

Please charge my Visa MasterCard / Total Charge: \$ _____

Name on Card: _____ Card Number: _____

Expiration Date: _____ Signature: _____

(Cancellations will not be given after September 1)

ALAA Member Non-Member

Facility/Organization Name: _____

Registrant Name & Title: _____

Address: _____

City/State: _____, _____ Zip Code: _____

Telephone: _____ Email Address: _____

(A registration form should be filled out for each person attending.)

All changes/substitutions must be made in writing and faxed to (334) 262-4603.

Ways to Register:

**By Mail: 5921 Carmichael Road
Montgomery, AL 36117**

By Fax: (334) 262-4603

Hotel Information:

**Call Melissa at the Westin at (256) 428-5406 to make hotel reservations under the Assisted Living Association rate of \$129.00 from 8am—5pm.
Group Rate Deadline of \$129 per night is August 23, 2010.**

Healthcare Membership Agreement Form

MEMBER INFORMATION

Member Name (please print or type all information)

Address (please include street address)

City	State	Zip
Phone	Fax	# of Licensed Beds

Type of Facility:

Skilled Nursing Assisted Living Other _____

Ownership Classification:

For Profit Not-for-Profit Other _____

CONTACT INFORMATION

Primary Contact Name

Phone	Fax	E-mail
Food Service/Secondary Contact Name	Title	

AGREEMENT

This Membership Agreement (the "Agreement") effective _____, 20____ (the "Effective Date"), is between Navigator Group Purchasing, Inc. ("NAVIGATOR") and _____ (the "Member") for the purposes of permitting Member and its facilities to obtain certain products and services under Vendor Contracts between Navigator and Vendors. Subject to termination under Section 3 hereof, the term of this Agreement shall be for a period of _____ (____) years commencing on the Effective Date, with automatic renewals thereafter for terms of one (1) year each unless either party gives written notice of non-renewal of this Agreement at least ninety (90) days prior to the end of the initial term or any subsequent renewal term. Member has the right to cancel membership at any time with a 30 day notice.

(Please see back side for further terms of the Agreement and definitions of terms used above.)

IN WITNESS WHEREOF, each party hereto has duly executed, or has caused this Agreement to be duly executed, as of the date first above written.

Signature of Navigator Representative

Signature of Member Representative

Name & Title (please print)

Name & Title (please print)

Date

Date

1) Definitions.

As used herein, the following terms have the following meanings:

- a) "Facility" or "Facilities" means the Member facilities identified on Page 1 which will be purchasing products and services under vendor contracts negotiated by Navigator.
- b) "Program" means the group purchasing program conducted by NAVIGATOR, pursuant to which Member and its Facilities are provided access to the Vendor contracts.
- c) "Vendor Contracts" means the purchasing agreements between Vendors and NAVIGATOR for the purchase of products and services, and any agreements between Vendors and third parties that have agreed that Members may purchase under such agreements.
- d) "Vendor" or "Vendors" means the supplier of products and services under the Vendor contracts.

2) GPO Fees.

Member acknowledges (i) that NAVIGATOR will receive payment of fees for administrative and other services provided by NAVIGATOR from one or more Vendors based on products and services purchased, licensed or leased by Member and its Facilities ("GPO Fees"), and (ii) that the percentage of the GPO Fees will be three percent (3%) or less. NAVIGATOR may receive additional GPO Fees from Vendors, the payment of which is based on the products and services purchased by NAVIGATOR Members collectively which, when added to the GPO Fees earned based on a Member's and its Facilities' individual purchases, may exceed three percent (3%). The Vendors who may pay fees exceeding 3% is Staples. (The total percentage is determined by calculating year end performance growth incentives, and is reported on NAVIGATOR's annual safe harbor report.) NAVIGATOR does not know whether it will receive such additional GPO Fees, but shall disclose in writing to the Member on an annual basis the names of the Vendors, and the specific amount of total GPO Fees received from each of the Vendors with respect to products and services purchased, licensed or leased by each of the Member's Facilities, including the amount received from each Vendor based on purchases of NAVIGATOR Members collectively. NAVIGATOR shall also disclose to the Secretary of the United States Department of Health and Human Services, upon request, the amount of GPO Fees received by NAVIGATOR from each Vendor with respect to products and services that are purchased, licensed or leased by Member and its Facilities. Member is responsible for disclosing information regarding such GPO Fees to each of its Facilities.

3) Termination.

- a) NAVIGATOR may terminate this Agreement on ninety (90) days' notice to Member if (i) Member or any of its Facilities fails to comply with the terms and conditions of any of the Vendor Contracts, or (ii) Member or any of its Facilities otherwise breaches any provision of this Agreement; provided, however, that NAVIGATOR may terminate this Agreement in the event of a breach described above only if NAVIGATOR shall have given Member written notice of the specifics of the breach and Member shall not have cured such breach or caused such breach to be cured within fifteen (15) days thereafter.
- b) NAVIGATOR shall also have the right to terminate this Agreement upon ninety (90) days' prior notice upon the transfer, directly or indirectly, by sale, merger or otherwise, of substantially all of the assets of Member or its ultimate parent or any permitted assignee (upon assignment to such assignee) or in the event that more than 49% of Member capital stock or the capital stock of its ultimate parent or any such permitted assignee is transferred to an independent third party entity.

4) NAVIGATOR Disclaimer and Member Release.

NAVIGATOR DOES NOT MAKE AND EXPRESSLY DISCLAIMS, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO ANY PRODUCTS AND SERVICES SOLD BY ANY VENDOR; AND MEMBER AND ITS FACILITIES HEREBY EXPRESSLY RELEASE NAVIGATOR FROM ANY AND ALL LIABILITY AND CLAIMS RELATING TO THE PRODUCTS AND SERVICES, AND ANY BREACH OR ALLEGED BREACH OF WARRANTY IN CONNECTION WITH THE PRODUCTS AND SERVICES.

5) Purchase of Products and Services.

- a) It is the intent of the parties to establish a business relationship that complies with the Medicare and Medicaid anti-kickback statute, set forth in 42 U.S.C. § 1320a-7b(b). The parties agree that, for the purposes of this Agreement, NAVIGATOR is acting as a group purchasing organization and the parties believe that this Agreement satisfies the requirements for a written agreement under the group purchasing organizations safe harbor at 42 C.F.R. § 1001.952(j).
- b) Subject to the terms and conditions set forth in this Agreement, Member hereby engages NAVIGATOR to act as its independent group purchasing organization, and is hereby granted access to the Vendor Contracts, pursuant to which Member and its Facilities will purchase products and services available here under for use by Member and its Facilities. Member hereby authorizes NAVIGATOR, as its agent for such purposes, to (i) negotiate the terms of and enter into Vendor Contracts, and to cancel or modify any Vendor Contracts as it deems necessary, advisable or appropriate; and (ii) receive from Vendors, distributors, and e-commerce companies, data relating to purchases of products and services under Vendor Contracts by Member and its Facilities.
- c) The Facilities identified in Page 1 hereto shall have access to the Program. Each Facility shall execute and deliver to NAVIGATOR the Membership Agreement prior to being granted access to the Program.

6) Representations, Warranties and Covenants of Member.

Member, for itself and for each of its Facilities that purchase under the Vendor Contracts, whether or not set forth on Exhibit A hereto, hereby covenants with NAVIGATOR as follows:

- a) Member and its Facilities shall indemnify and hold NAVIGATOR, its respective affiliates, agents, officers, directors and employees (the "Indemnitees") harmless from and against any and all losses, liabilities, damages, costs and expenses (whatsoever, including, without limitation, reasonable attorney's fees) that are awarded against or incurred after the date hereof by any of them, relating to acts or omissions of Member and/or Facilities which relate in any way to this Agreement, including, without limitation, any claims resulting from a failure to pay for any products and services purchased by Member or any of its Facilities.
- b) Member agrees to cause each of its Facilities (i) to comply with all terms of this Agreement as if a party hereto, (ii) to comply with all terms of the Vendor Contracts, including without limitation, payment terms and own use requirements and (iii) to execute separate agreements or acknowledgements as requested by NAVIGATOR or any particular Vendor evidencing such Facility's agreement to comply with the terms of the relevant Vendor Contract.
- c) Member warrants that all products and services purchased by it or its Facilities under the Vendor Contracts will be for use in the provision of healthcare services by the Member or Facilities, and not for resale or distribution to third parties other than in the course of furnishing healthcare services.
- d) Member warrants that all Facilities listed on Page 1 hereto are owned by Member and furnish services to third parties for whom payment may be made in whole or in part under Medicare or a state healthcare program.

Navigator's Affiliation Document

Please Copy the completed form onto your facility letterhead
**** Fax to Navigator Group Purchasing, Inc at (410) 420-1500**

Facility Name *(please print or type all information)*

Address *(please include street address)*

City

State

Zip

Telephone Number

Fax Number

Bed Count

Please check the box next to each vendor with whom you wish to participate.

- | | | |
|---|--|--|
| <input type="checkbox"/> Abbott Labs (Ross) | <input type="checkbox"/> Hill-Rom | <input type="checkbox"/> SYSCO Food Service <i>(branch location)</i> |
| <input type="checkbox"/> Briggs Corporation | <input type="checkbox"/> HD Supply | |
| <input type="checkbox"/> Canteen Vending | <input type="checkbox"/> KCI USA, Inc. | <input type="checkbox"/> TwinMed |
| <input type="checkbox"/> Dairy | <input type="checkbox"/> Nestle Nutrition | <input type="checkbox"/> US Foodservice <i>(branch location)</i> |
| <input type="checkbox"/> Direct Supply | <input type="checkbox"/> Paper | |
| <input type="checkbox"/> Ecolab | <input type="checkbox"/> Recover Care | <input type="checkbox"/> Xpedx |
| <input type="checkbox"/> Gordon Food <i>(branch location)</i> | <input type="checkbox"/> S&D Coffee <i>(Route Sales)</i> | <input type="checkbox"/> Other |
| | <input type="checkbox"/> Sherwin Williams | |
| <input type="checkbox"/> Harbor Linen | <input type="checkbox"/> Staples | |

By checking the applicable vendor box/boxes above, the Facility commits to purchase products exclusively from the Navigator Group Purchasing, Inc. national contracts. In addition, the Facility agrees this document takes the place of any previous declarations _____
(start date)

Signature

Printed Name

Title *(please print)*

Email Address

Date

Please copy the completed form onto your facility letterhead and Fax to Navigator Group Purchasing, in at (410) 420-1500

