

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

SECURE TRANSPORT AND ESCORT SERVICES PROVIDER AGREEMENT

_____, (Provider) enters into a Service Provider Agreement (Provider Agreement or Agreement) with the State of Alaska, Department of Health & Social Services (DHSS), Division of Behavioral Health (DBH), to supply transport and escort services for individuals to attend their involuntary psychiatric commitment proceedings at their local courthouse or to persons committed to inpatient mental health evaluation and treatment at Alaska Psychiatric Institute (API) or the nearest appropriate Designated Evaluation and Stabilization (DES) or Designated Evaluation and Treatment (DET) facility under AS 47.30. By entering into this Provider Agreement, the Provider agrees to the following, including all applicable provisions of the documents listed in Appendices A-H.

APPENDICES

- A. 7 AAC 81 Grant Services for Individuals and all other applicable state and federal regulations, statues, and policies and procedures appended by reference. Current Alaska law can be found online in the State’s Document Library and Legal Resources at <http://www.law.state.ak.us/doclibrary/doclib.html>.
- B. Privacy & Security Procedures for Providers
- C. List of Authorized Requesting Agencies
- D. Resolution for Alaska Native Entities
- E. Escort Authorization Form
- F. Individual Transport Invoice
- G. Secure Transport and Escort Services Duty Log
- H. Vehicle Use Reimbursement Log

I. PROVIDER ELIGIBILITY

The Provider agrees to comply with the provisions of 7 AAC 81, Grant Services for Individuals, as well as all other applicable state and federal law; and declares and represents that it meets the eligibility requirements for a Provider for this Agreement by meeting these established criteria:

- 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 agree to provide a waiver of immunity from suit for claims arising out of activities of the Provider related to this Agreement (Appendix D);
- D. Providers will agree to the provisions of the attached Privacy & Security Procedures.
- E. The Provider and all Escorts providing services payable under this agreement must meet and document current licensing at the time of application and maintain compliance with all of the provisions of AS 18.65.400 – AS 18.65.490 and 13 AAC 60.010 - 13 AAC 60.900.

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.

1. The Provider must be licensed as a Security Guard Agency (AS 18.65.400 - AS 18.65.490; 13 AAC 60-010 - 13 AAC 60.045) or qualify as a local law enforcement department.
2. All Provider employees providing escort services (hereafter referred to as Escorts) must be licensed as Security Guards (AS 18.65.400 - AS 18.65.490; 13 AAC 60.50 – 13 AAC 60.085) or otherwise meet or exceed those qualifications.
3. All Providers must furnish proof of business liability and auto insurance coverage.
4. The Provider and all Escorts engaged in the provision of services under this agreement will meet and maintain the additional following qualifications:
 - a. Escorts must have a valid Alaska driver's license.
 - b. Any charge or conviction for a misdemeanor or felony crime by an Escort during employment with the Provider must be reported to the Provider. The Provider will establish an internal process to assess and document these reports. The reports will be available to DBH upon request.
 - c. The Provider will ensure that Escorts have satisfactorily completed MANDT, Mental Health First Aid, Nonviolent Crisis Intervention, or a similar passive restraint/de-escalation training; documentation of that training is kept on file with the Provider and available to DBH upon request.
 - d. Escorts must carry professional identification at all times.

II. DESCRIPTION OF SERVICES

A. Nature of Services

Secured transport and escort services are critical in nature for persons in acute psychiatric crisis and who are defined as an eligible consumer (hereinafter Consumer) under Section III of this Agreement. Consumers will be transported in a respectful and dignified manner. They have been assessed to be a danger to self or others or gravely disabled and thus their safety and protection is of paramount importance. Restraints will only be used to protect the safety and well-being of the Consumer, the public, and the Escort. Escorts will remain with the Consumer at all times, including court appearances, until transport is completed.

B. Authorized Requesting Agency

Only Authorized Requesting Agencies and DBH may initiate and approve service under this Agreement. A current listing of DES and DET Facilities and Community Behavioral Health Centers authorized to request Secure Transport and Escort Services is attached to this Agreement as Appendix C.

C. Authorization for Escort Services

The provider, upon the request of the Authorized Requesting Agency or DBH, shall arrange and provide secured transport and escort service so that Consumers are transported from a designated point of origin to the local courthouse for their commitment hearing, or to API, a DES or DET Hospital or other Hospital identified in the Authorization for Escort Form. Documentation for transport must include the following:

1. An order for evaluation or commitment, which consists of one of the following documents:
 - a. Notice of 30-Day, 90 Day, or 180-Day Commitment Hearing; or
 - b. A copy of an Ex-Parte Order (AS 47.30.700), or
 - c. Order for Evaluation (AS 47.30.705), or
 - d. Peace Officer/Mental Health Professional Affidavit (POA), and
2. An Escort Authorization Form (Appendix E) from the Authorized Requesting Agency or DBH. The Authorization for Escort Form will provide the full name of the Consumer, date of birth, the type of transportation and the approved services required including the points of origin and destination. The form must be signed by an agent of the Authorized Requesting Agency or DBH; and
3. A Secure Transport and Escort Services Duty Log (Appendix G). The Provider is required to keep a duty log, which indicates compliance with either the Authorized Requesting Agency's or DBH's instructions on activities concerning the Consumer being escorted; and
4. A Vehicle Use Reimbursement Log (Appendix H). The Provider is required to keep a mileage log that includes, date, time, locations, and odometer readings at the beginning and end of each transport.

All documents listed above shall remain in the possession of the Escort during transportation. Upon completion of the Transport and Escort Services requested, the Escort will submit the following to the State: Guard Escort Authorization form, Secure Transport and Escort Services Duty Log, Vehicle Use Reimbursement Log, and an invoice for services as described in Section IV of this Provider Agreement.

D. Availability for Services

The Provider must maintain a 24-hour contact number.

E. Timeliness of Response

The Provider may be dispatched to provide required services locally on four (4) hours notice or less and statewide on eight (8) hours notice or less. To be considered a timely response, the Escort should leave his/her point of origin within the appointed time frame. The Provider will be held harmless for reasonable delays in pickup and transportation due to weather conditions and/or airline delays.

F. Means of Transportation

Only the most cost effective means of transportation may be utilized. If out-of-town travel is required, airfare is restricted to economy class seating on regularly scheduled flights, except when otherwise pre-approved by DBH. Alternative means of transport must be pre-approved by DBH and will only be considered when and where there are limited means of transportation available; when necessary and appropriate to minimize Consumer wait time for evaluation and/or treatment; or if Consumer behavior or condition warrants special accommodations for emergency medical reasons or to protect public safety. Payment for ambulance transportation will be made only after a review of the circumstances by DBH and approval from DBH. All Agency vehicles used for transport should, where ever possible, be “caged” to insure safety of Consumer and Escort.

G. Use of Restraints

Use of any firearms or any chemical agent is absolutely prohibited for all Secured Transport and Escort Services performed under this agreement. When warranted, to protect the safety and well-being of the consumer, the public and the Escort, the guard is allowed to use handcuffs, a lap belt, and/or leg restraints. If additional restraint is needed, the Authorized Requesting Agency shall contact DBH and request Alaska State Trooper or local police department transport assistance.

H. Equipment Requirements

A transport vehicle, owned or leased by the Provider, which is used to transport consumers, must be properly licensed and insured in the State of Alaska and maintained in a safe and operable condition consistent with all applicable state and federal law. Fire extinguisher and first aid kits must be available in the vehicle. Single Cab Pick-up trucks are not authorized for use in transports. Operator and passenger(s) must be in a secured seat belt at all times while in the vehicle. The vehicle’s temperature must remain at a comfortable climate for the consumer during secure transport. The Provider is required to advise the DBH Secured Transport & Escort Services Manager or designated representative of all traffic violations that result in citations while Secured Transport and Escort services are being provided, on the day of occurrence. The use of alcohol or illegal drugs during the transporting of consumers is strictly prohibited.

I. Additional Requirements

1. The standard procedure will be for at least one Escort to be of the same gender as the Consumer who is to be transported. If a same gender Escort officer is not available for immediate transport duty, the Authorizing Requesting Agency, in consultation with the referral source, will determine whether this procedure may be waived, given the short time frame and urgent nature of the transport request. This decision will be noted in the appropriate location on the authorization form. See Appendix E. If the Consumer or Escort must use the restroom en-route, the Escort must assure that the Consumer is appropriately observed and if necessary should obtain assistance from security or police.

2. If the trip is interrupted by inclement weather or other event, and the Escort and Consumer are required to spend a night en-route, the Escort must contact either the local community behavioral health center or the local police or State Trooper office for assistance in arranging for proper secure care of the Consumer as well as lodging and meals.
3. If the Consumer or Escort must use the restroom en-route, the Escort must ensure that the Consumer is appropriately observed and if necessary should obtain assistance from the airport security or police.

III. CONSUMER ELIGIBILITY

DHSS is required to provide assistance for needy persons under 42 U.S.C. 1396a-1396p (Title XIX Social Security Act) and AS 47.07.010 et seq., as well as to protect an adult or child that is gravely disabled as defined in AS 47.30.915(7) or likely to cause serious harm as defined in AS 47.30.915(10).

Services under this agreement will provide for approved transportation and Escort services from local facilities for an eligible Consumer who has requested or been court-ordered to attend their commitment proceedings in person at the local courthouse or for a Consumer who is committed under an Order for Evaluation (See Section II, C 1) to API, a DES Hospital, a DET Hospital, or Other Hospital and has been authorized for Secured Transport and Escort services by the Authorized Requesting Agency (Section II, B) or DBH. These transport and escort services are critical in nature for persons in acute psychiatric crisis. A timely response is critical. Consumer eligibility is determined by the Authorized Requesting Agency (Section II, B).

IV. BILLING

A. Fee Schedule for Authorized Services

Fees established for payment of these services will remain firm from the date of the executed Agreement until a material term of the Agreement is changed and the Agreement is amended, or until either party to the Agreement wishes to terminate that Agreement pursuant to 7 AAC 81.070.

Reimbursable Service	Rate	Documentation Required
Mileage	Escort's mileage between his/her home/office, pick-up Consumer at point of origin and delivery to destination: use current rate of Federal-mileage reimbursement.	Vehicle use reimbursement log (Appendix H)
Cab Fare/Parking	Actual Cost	Taxi Cab or Parking Receipt
Hotel	Actual cost of hotel accommodations if an overnight stay is required.	Hotel Receipt
Airfare for Escort	Scheduled Round Trip	Ticket Receipt

Airfare for Consumer	Scheduled One-Way	Ticket Receipt
Administrative Fee	\$100 per transport for Local Area transports from hospital to court and back. \$200 per transport for Statewide transports out of Local Area to a DES/T Hospital, API or other designated Hospital.	Completed billing packet
Escort/Consumer Meals while on Out of Area Transports	All Meals Reimbursed at Current State Rate: Breakfast \$12 Lunch \$16 Dinner \$32	Meal Receipts (Individual Transport Invoice, Appendix F)
Hourly Rate for Escort	From point of origin to local courthouse and back or to API or DES/DET Hospital and Escort return - \$60 per hour when a consumer is present and \$45 per hour when a consumer is not present. In the event of an overnight stay requiring a hotel, the rate of reimbursement will be at \$35 per hour. The overnight stay begins upon arrival at the hotel and ends at check-out.	Secure Transport and Escort Services Duty Log (Appendix G) corresponding with scheduled hearing (time from home/-office to pick-up/return.)

- For payment purposes, transport time begins at the time the Escort is dispatched for pickup and ends when the Consumer is transported to his or her destination.
- If there is more than one guard: The Authorized Requesting Agency or DBH must provide written authorization for a second guard specifying the specific clinical, safety, and/or control concerns.
- If the call for transport is cancelled after the Escort has been dispatched, the Provider may bill from the time of dispatch until the Escort returns to point of origin. One hour minimum to be paid for guard rate at **\$45** per hour.

Only those costs that have been identified within this Provider Agreement and that have been pre-approved by the Authorized Requesting Agency or DBH will be reimbursed. Only complete and accurate invoices accompanied by complete and legible supporting documentation as described in this section and Section II, Description of Services, will be accepted and reimbursed.

B. Invoices

The Provider must submit a complete Individual Transport Invoice (Appendix F) for each consumer and transport occurrence. All supporting documentation as described in Section II, C, must be attached to the invoice. Except for good cause shown for the delay, DHSS/DBH will

not pay a cost of service unless the Provider submits a bill for the service within 60 days after the service was provided. See Section VI for transmission of confidential information.

Only complete billings will be accepted. The documentation must be mailed to the Billing Contact at the following address:

**Accounts Payable/Transport Billing Office
Division of Behavioral Health
3601 "C" Street, Suite 878
Anchorage, AK 99503
(907) 269-3616**

V. SUBCONTRACTS

Subcontracts are not allowed under the terms of this Provider Agreement.

VI. CONFIDENTIALITY AND SECURITY OF CLIENT (CONSUMER) INFORMATION

The Provider will ensure compliance with the Health Insurance Portability & Accountability Act of 1996 (HIPAA), if applicable, and other federal and state requirements for safeguarding information, preserving confidentiality and for the secure transmission of records, electronic or not, to DHSS/DBH. Consumer information is confidential and cannot be released without the written authorization of the Consumer and DHSS/DBH, 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.

VII. REPORTING AND PROGRAM EVALUATION

The Provider agrees to comply with 7 AAC 81.120, 7 AAC 81.150, and other applicable state or federal law regarding confidentiality and the submission of information. 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/or their representative's access to the Provider's facilities, systems, books, and records, for the purpose of monitoring compliance with this Agreement and evaluating services provided under this Agreement. DHSS staff, to ensure compliance with service protocols, may conduct announced or unannounced on-site Quality Assurance Reviews. 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 Consumer 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 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 OSHA regulations requiring protection of employees from blood-borne pathogens and that the Alaska Department of Labor must be contacted directly with any OSHA-related questions;
 2. Require criminal screening of both paid and volunteer employees having supervisory or disciplinary power over dependent adults, to be completed and submitted within 45 days of hire, under the authority of 7 AAC 81.130(a) and AS 12.62.160(b)(10);
 3. Compliance with AS 47.24.010, Reports of Harm, including notification to employees of their responsibilities under that section to report harm to children and vulnerable adults;
 4. If providing residential and/or critical care services to Consumers 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 Consumers 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, as applicable:
1. Workers Compensation Insurance - the policy must waive subrogation against the State.
 2. Commercial General Liability Insurance - covering all business premises and operations used by the grantee 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 grantee 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 serviced under the Provider Agreement.

X. EQUAL EMPLOYMENT OPPORTUNITY

The Provider shall adhere to Alaska law 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). 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 the following federal statutes:

- A. The Civil Rights Act of 1964;
- B. Drug Free Workplace Act of 1988
- C. Americans with Disabilities Act of 1990

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).

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

The Individualized Services Agreement is funded through DHSS with State dollars, 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 81.205. All appeals will be conducted in accordance with Section 7AAC 81.205-210 of the Alaska Administrative Code.

Except as noted above, DHSS may terminate this Agreement with 30 days notice. A Provider may also terminate the Agreement with 30 days notice, but must provide assistance in making arrangements for safe and orderly transfer of clients and information to other Providers, as directed by DHSS. This Agreement remains in force until the Provider or DHSS terminates the Agreement or a material term of the Agreement is changed.

PROVIDER

DEPT. OF HEALTH & SOCIAL SERVICES

Signature of Provider Representative & Date

Signature of DHSS Representative & Date

Printed Name Provider Representative & Title

Darla Madden, Chief, G&CST
Printed Name - DHSS Representative & Title

Provider Contact & Mailing Address

DHSS Contacts & Mailing Addresses

PROGRAM CONTACT
Randall P. Burns, M.S., Behavioral Health
Emergency Services Program Specialist
Division of Behavioral Health
3601 "C" Street, Suite 878
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P: (907) 269-5948; (907) 269-3623

Provider Phone Number/ Fax Number

ADMINISTRATIVE CONTACT
Cindy Tappe, Grants Administrator
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PO Box 110650
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Federal Tax ID Number