

State of Alaska, Department of Health and Social Services
Division of Juvenile Justice
Grants & Contracts Support Team
P.O. Box 110650, Juneau, AK 99811-0650
SUPERVISION OF TEMPORARY SECURE JUVENILE HOLD SERVICES
PROVIDER AGREEMENT

_____, (Provider) enters into a Provider Agreement with the State of Alaska, Department of Health & Social Services (DHSS) Division of Juvenile Justice (DJJ) for the purpose of providing a second person for supervision during temporary secure detention of youth taken into custody by the on-call Juvenile Probation Officer (JPO) in Ketchikan during non-business hours and as needed. Secure space will be provided.

Youth referred by the Juvenile Probation Office will be supervised in secure hold and released to Juvenile Probation staff for escort to a youth facility. Services are provided for the State of Alaska's Supervision of Temporary Secure Juvenile Hold Program. By entering into this Provider Agreement, the Provider agrees to the following, including all applicable provisions of the Appendices:

APPENDICES:

- A. 7 AAC 81, Grant Services for Individuals, Revised 6/23/06
- B. Privacy & Security Procedures for Providers
- C. Resolution for Alaska Native Entities

ATTACHMENT:

- 1. Supervision of Temporary Secure Juvenile Hold Report & Billing Form (Report & Billing Form)

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 under this Agreement. With the signed Agreement, the Provider must submit the following documentation:

- A. Proof of a Federal Tax ID Number;
- B. Provider's current State of Alaska Business License number;
- C. On the attached Appendix C, Alaska Native entities must provide a waiver of immunity from suit for claims arising out of activities of the Provider related to this Agreement;
- D. Provider resume, which must include work experience in juvenile justice, law enforcement, corrections, and/or residential care services. Agencies submitting Provider Agreements must include resumes for all staff members who will be providing services under the Agreement.
- E. Providers of services are subject to the requirements of DJJ Background Check and Reference Check policies before the Provider Agreement will be finalized by the Department. Submit confirmation of official fingerprinting, obtained at provider expense, and a list of references. The background and references checks will be completed by DJJ.

The Division complies with the Prison Rape Elimination Act (PREA) standards, including the prohibition against hiring any Provider or contractor who has engaged in, or been convicted of, any conduct which would violate PREA standards related to sexual assault including:

- a. Sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution;
- b. Convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or,
- c. Has been civilly or administratively adjudicated to have engaged in the activity described.

By submitting a signed Agreement, the Provider further agrees to comply with the following:

- A. The provisions of Appendix B, Privacy & Security Procedures.
- B. During the effective period of this Agreement, the individual Provider agrees to remain free of Barrier Crimes. An agency providing services agrees to keep current any and all required licenses, certifications and credentials required of the provider agency, facility, and direct services staff to qualify for providing services to DHSS clients through this Agreement, and to keep on file with DHSS the necessary, current documentation demonstrating compliance.
- C. Providers must complete training provided by the Division through the Ketchikan Juvenile Probation District Office. It is the Provider's responsibility to ensure collaboration with the Ketchikan Juvenile Probation District Supervisor to maintain current and effective training in accordance with Division standards. Training will be completed every two (2) years at a minimum unless a written request for an exception is submitted to DJJ and granted.
- D. Providers will arrange for ongoing training by DJJ to maintain the continuity of DJJ safety and security measures as well as the safe management of juveniles under secure supervision.
- E. Providers are expected to be in good health and capable of maintaining the safety and security of the juvenile and themselves.
- F. Providers must maintain, with the Ketchikan Juvenile Probation District Office, a valid 24-hour, 7 day per week contact number. Providers will also notify the Ketchikan Juvenile Probation District Office of times of planned unavailability.

II. DESCRIPTION OF SERVICES

Within one hour of notification by telephone, the Provider will be physically present with law enforcement and the on-call JPO in the parking garage of the Ketchikan Courthouse, located at 415 Main Street, Ketchikan, Alaska.

Law enforcement will escort the juvenile and the Provider upstairs to the probation office. Handcuffs can be exchanged between law enforcement and Juvenile Probation at this point.

Once the juvenile has been searched for weapons/contraband and is under control and secured, the law enforcement officer will leave. Supervision of the youth in secure hold will be provided by the on-call JPO and the Provider.

The juvenile will be in sight and sound of at least one member of the supervisory team at all times.

Providers will be oriented to juvenile hold protocols including, but not limited to, the use of physical restraints, when to involve law enforcement, juveniles and medications, juvenile eating and sleeping,

juvenile activities while under secure supervision, and Provider reporting following delivery of services.

Two supervisors are required for supervision of youth in secure detention, a Provider under Agreement and Juvenile Probation Office staff. At least one will be of the same sex as the detained youth.

If a same sex Provider or DJJ staff member is not available, the supervising JPO will determine, in consultation with the Provider, whether this procedure may be waived given the urgent nature and short time frame of the required supervision. Any waiver will be noted by the supervising Probation Officer in the appropriate location on the Report & Billing Form (see Attachment 1).

If the juvenile must use the restroom, every effort to protect the juvenile's privacy will be made by the supervisory team. If the Provider or JPO must use the restroom, they will ensure the juvenile is appropriately supervised.

Youth under supervision will have access to food and basic clothing provided by the Ketchikan Probation Office. A sleeping mat will be available for the youth, as well as activities such as books or puzzles.

The Provider will be relieved by probation staff as soon as possible the next day. The hours of supervision provided will be documented on the Report & Billing Form at that time and the report completed..

III. CLIENT ELIGIBILITY

Services will be provided for youth referred by the On-Call Ketchikan JPO once a determination for secure hold has been made.

IV. BILLING

The only billable service under this Agreement is temporary secure detention supervision. The service will be paid at a rate of \$200 per youth for up to 16 hours of supervision.

Claims to DHSS for services provided will only be accepted on the completed and signed Report & Billing Form (Attachment 1). Refer to Section VI of this Agreement for explicit instructions about the submission of confidential or other sensitive information. Providers will be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy, and security of information transmitted to DHSS until such information is received by DHSS.

Recipients of DHSS funded services provided under this Agreement will not be charged any fees, deductible, co-pay or administrative fee for the monitoring services as identified.

Except when good cause for delay is shown, DHSS will not pay for services unless the Provider submits the completed Report & Billing Form within 30 days of the date the service was provided or, for services over multiple days, the date the service was concluded.

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 the warrant is cashed or the funds electronically deposited to Provider's identified account.

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.

Confidential Reporting Instructions

Both pages of the Report & Billing Form must be completed and submitted to the DJJ Ketchikan Probation Supervisor. The form can be delivered in person at the State Court Building, 415 Main Street, Room 203, Ketchikan, Alaska. The Provider may fax the completed report form to the Ketchikan Probation Supervisor identified on the Report & Billing Form. The fax cover page must clearly identify the transmittal as confidential and the Provider must call (907) 225-9639 or email the Probation Supervisor before transmitting the confidential information to fax number (907) 225-1934. As a third alternative, the Provider may submit the completed Report & Billing Form in a sealed envelope, stamped "confidential" and placed inside a second envelope for mailing to the address on the Report & Billing Form. The Report & Billing Form 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 office.

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 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. Under the health oversight agency exception of HIPAA and upon request by DHSS, the Provider agrees to provide to DHSS copies of Provider records created under this Agreement. 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 funds 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, conflicts of interest, and the following:
1. Compliance with OSHA regulations requiring protection of employees from blood borne pathogens and that the Alaska Department of Labor must be contacted directly with any questions;
 2. Compliance with AS 47.05.300-390 and 7 AAC 10.900-990. Compliance includes ensuring that each individual associated with the Provider in a manner described under 7 AAC 10.900(b) has a valid criminal history check from the DHSS Division of Public Health Background Check Program before providing services unless a provisional valid criminal history check has been granted under 7 AAC 10.920 or a variance granted under 7 AAC 10.935. Information about applying for a valid criminal history check can be found at <http://dhss.alaska.gov/dhcs/pages/cl/bgcheck/default.aspx>, calling (907) 334-4475 or emailing BCU@alaska.gov. *The DJJ Background Check satisfies this requirement.*
 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 levels of insurance necessary to the responsible delivery of services under this Agreement, which will include items 1 and 2 below, and 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. With concurrence from DHSS, alternative services may be offered to an individual if the health or safety of staff or others 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

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, 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 amendments to this Agreement may be necessary to ensure 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 a decision to terminate a Provider Agreement under 7 AAC 81.200. Appeals will be conducted in accordance with 7 AAC 81.200-210 of the Alaska Administrative Code.

Except as noted above, DHSS may terminate this Agreement with 30 day notice. A Provider may also terminate the Agreement with 30 day 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.

I certify that I am authorized to negotiate, execute and administer this agreement on behalf of the individual Provider or Provider agency named in this agreement, and hereby consent to the terms and conditions of this agreement, its appendices, and its attachments.

PROVIDER

DEPT. OF HEALTH & SOCIAL SERVICES

Signature of Authorized Provider Representative & Date

Signature of DHSS Representative & Date

Printed Name & Title of Provider Representative

Printed Name & Title of DHSS Representative

Provider Contact & Mailing Address

DHSS Contacts & Mailing Addresses

PROGRAM CONTACT

Noëlle Kennedy-Torres, Social Services Program Officer
Division of Juvenile Justice
PO Box 110650
Juneau, Alaska 99811-0650
Phone (907) 405-8463
Noelle.Kennedy-Torres@alaska.gov

Provider Phone Number/ Fax Number

ADMINISTRATIVE CONTACT

Amy O'Mara, Grants Administrator
Grants & Contracts Support Team
PO Box 110650
Juneau, AK 99811-0650
Ph. (907) 465-4709 Fax (907) 465-8678
Amy.OMara@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 below.

- 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) Resolution for Waiver of Sovereign Immunity, on the form provided as Appendix C to this Provider Agreement, is submitted with signed Agreement.
- Political Subdivision of the State (City, Borough or REAA)