

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

OCCUPATIONAL THERAPY SERVICES PROVIDER AGREEMENT

_____ (Provider) enters into a Provider Agreement with the State of Alaska, Department of Health & Social Services (DHSS) for the purpose of providing Occupational Therapy (OT) services to inpatients at Alaska Psychiatric Institute (API). 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. Privacy and Security Procedures for Providers
- C. Resolution for Alaska Native Entities

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. A current Occupational Therapy License issued by the State of Alaska;
- D. Current CPR certification.
- E. Two (2) verifiable professional references;

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

- A. The Provider will review and comply with the following API Policies and Procedures, training videos and forms, which will be provided during the mandatory Non-Staff Orientation:
 - a. EOC-050 Tobacco-Free campus
 - b. HR-020-12 Sexual Harassment and Other Discriminatory Harassment
 - c. HR-020-28 Drug-Free Workplace
 - d. LD-020-13 Conduct Involving Patients
 - e. HR-040.06 Standards of Conduct
 - f. LD-020-06 Unusual Occurrences
 - g. PRE-010-02.01 Ethics Policy
 - h. PRE-030-02.02 Ethics Code
 - i. PRE-030-02 Patient Rights
 - j. HIPPA: Training as required by the work site and the State of Alaska

- k. Sexual Harassment: A Commonsense Approach (video)
- B. The OT Provider will become familiar with and comply with these additional API Policies and Procedures, which will be given to the Provider following completion of the Non-Staff Orientation:
 - a. IM-020-30.03 Computer Usage, E-Mail, Internet and Screensavers
 - b. IM-050-05.03 Abbreviations
 - c. IM-050-05.04 Documentation Standards
 - d. IC-640 Staff Requirements and Responsibilities for Infection Control
- C. The provider will provide proof of immunizations required by API for all staff and contractors. This may include, but not be limited to a Tuberculosis (TB) screening; Hepatitis B; Measles, mumps and rubella immunization; tetnus immunization; flu vaccination; pneumonia vaccination.
- D. The provider will provide services in accordance with all API policies and procedures and any revisions thereto that are applicable to the provision of services. The provider will be given copies of these policies at the commencement of the contract and will be provided with updates that may be adopted during the time period covered by the contract. The provider will comply with all API policies and procedures.
- E. The provider shall be subject to a background check before providing services on behalf of API. The background check will be conducted by the Health and Social Services' Background Check Unit. Failure to pass the background check will result in an automatic cancellation of this Provider Agreement.
- F. The Provider will provide OT services in accordance with the professional standards and principles applicable to Occupational Therapists.
- G. The provider will comply with all Joint Commission (JC) and Center for Medicaid and Medicare Services CMS requirements applicable to API and may participate in quality monitoring programs as established by API.
- F. Participation on an annual basis in API-approved course for management of disruptive or aggressive patients.
- G. Completion of the yearly training regarding staff and contractor response to fire and safety codes, maintenance of confidentiality and infection control standards. The provider will notify the Quality Improvement Coordinator or the Safety Officer of any complaints or concerns about the safety of the worksite or patient care within the facility.
- H. During the effective period of this Agreement, the provider agrees to keep current any and all licenses, certifications and credentials required for providing services to DHSS clients through this Agreement and to keep current the necessary documentation on file with DHSS to demonstrate compliance. The provider shall give prompt written notice to API of any changes in the License, including any temporary or permanent suspension or revocation of any License, or any sanction or proposed sanction or exclusion against the provider.

- I. Should a concern arise regarding substance use, the provider will complete substance use testing at an independent laboratory that is certified by DHSS. The provider shall not be permitted to provide services if the provider is determined, after appropriate testing, to be engaged in substance use.

II. DESCRIPTION OF SERVICES

Under the general direction of the Occupational Therapist II, with back-up support from the Clinical Director or the Chief of Psychiatry, the Provider Occupational Therapist will be responsible for providing the following services:

- A. Evaluate and analyze physical problems and develop treatment recommendations and goals to assist the patient in achieving optimal expected physical functioning or behavioral management during the hospitalization. Evaluation or treatment are initiated upon receipt of orders from the Licensed Independent Practitioner (LIP).
- B. Complete assessment of functional skills/adaptive behavior and make recommendations for either treatment or level of support needed.
- C. Provide evidence-based patient rehabilitation practices based on patient assessments and treatment team recommendations. This includes, but is not limited to, assistance with mobility issues, interventions regarding balance and hand functioning, and training regarding activities of daily living.
- D. Provide therapeutic interventions to intellectually disabled, autistic or otherwise impaired and potentially aggressive patients who require support in developing physical coping strategies for behavioral dysregulation.
- E. Utilize current OT technologies available at API to provide requested patient treatment.
- F. Make recommendations regarding OT equipment or rehabilitation services that may be beneficial if added to the options available at API. Should new services or equipment be added to the API Rehabilitation area, assist with the development of OT Procedures for the use of the equipment or service.
- G. Under the direction of the OT II, coordinate with nursing staff and Licensed Independent Practitioners regarding OT interventions provided to patients.
- H. On an as-needed basis, lead groups that focus on the acquisition of skills related to independent living, sensory modulation, healthy lifestyle and symptom management.
- I. Prepare written assessment reports, treatment plans, progress notes, group notes and other documentation required in the API electronic medical record, meeting API's documentation standards and completion schedule. Depending on the type of documentation, some written reports or other notes may be initially written in another format and then scanned into the hospital's electronic medical record.

- J. Assist with supervision of OT graduate students completing a clinical rotation at API. This may involve the teaching of specific skills, mentoring regarding evaluations or interventions, and/or production of professional documentation.
- K. Participation in quality improvement projects on an as-needed basis. These projects would specifically address occupational therapy issues and would be time-limited.
- L. Maintain a professional workplace. Reasonable care should be given to keeping supplies and equipment clean and appropriately stored.
- M. The provider may not remove equipment or supplies from API for utilization in another setting.
- N. OT services provided under this contract will be provided on a regular schedule that falls between 7 a.m. and 6 p.m. Monday through Friday. Should patients require weekend OT services, these may be provided between 10 a.m. and 4 p.m. on Saturday and Sunday. The schedule for provision of services will be developed by the provider in conjunction with the OT II.
- O. The provider may elect to work with patients on holidays but there is no expectation of this and there is not an increased rate for the holiday provision of services.
- P. API will guarantee the Provider a minimum of 30 compensable hours per week for the duration of the contract. The weekly contracted hours is not to exceed 37.5.
- Q. The provider will inform the OT II supervisor of any planned absences at least two weeks prior to those absences so alternative arrangements may be made for the patient coverage.
- R. Direct referral of API patients to a private clinic outside of the hospital may not be done by the OT Provider. All referrals to outside agencies will be done by the patient's prescriber, the hospital medical officer or the assigned social worker.

III. DESCRIPTION OF ALASKA PSYCHIATRIC INSTITUTE (API) OBLIGATIONS TO THE OT PROVIDER

- A. API will provide the OT Provider with copies of all related policies, procedures and other materials necessary for orientation to the hospital and the services to be provided.
- B. The OT II supervisor for this contractor will communicate with the Provider regarding any OT-related issues that may arise. Such communications include, but are not limited to:
 - a. Performance. A review of performance will be conducted on at least an annual basis.
 - b. Incidents of concern. This may include a review of Unusual Occurrence Reports involving the OT Provider, reports of unprofessional conduct, reports of unsatisfactory performance.
 - c. All discussion of incidents of concern will be followed by a written summary that includes documentation of steps for remediation of the concern. Failure on the part of the Provider to resolve the areas of concern may result in termination of the contract as outlined in the section on Termination of Agreement and Appeals.

- C. API will provide all equipment and supplies needed for the OT Provider to provide the services outlined in this contract. This will include:
 - a. A work station with access to a hospital computer capable of connecting with the electronic medical record. Access to a printer located in a secure location.
 - b. OT assessment kits and record forms
 - c. Basic office supplies as needed
 - d. A hospital-issued radio and charging station
 - e. Should a specific assessment kit or piece of OT equipment not be currently available at API, the OT Provider may request the acquisition of the item. Procurement is budget-dependent but will be attempted if the item is approved by the OT II supervisor.
 - f. The OT Provider will be issued the necessary keys and cards to permit access to the assigned working areas. These must be turned in to the API Human Resources office upon termination of the contract. Payment of the final invoice will be contingent upon return of these items.

IV. CLIENT ELIGIBILITY

- A. API serves patients with severe and persistent mental illness, substance abuse, dementia, developmental disabilities, head injuries, back injuries, personality disorders, trauma histories and similar issues. Both voluntary and involuntary commitments under civil or forensic statutes may be admitted to the hospital. Clients may also have co-existing medical diagnoses that could include communicable diseases, chronic medical conditions, degenerative illnesses, etc. The Occupational Therapist may receive referrals for evaluation and treatment of patients with any of the above-mentioned conditions and the patient may be housed on any unit in the hospital.
- B. As the State Hospital, API accepts patients without restrictions regarding gender, economic status, location of home community within the state, etc. While the youngest patients accepted are usually 13 years of age, the potential exists for younger patients to be accepted. There is no upper age limit for admission to API.

V. BILLING

- A. The OT Provider must submit a bi-monthly invoice to the API Business Office (3700 Piper Street, Anchorage, AK 99508-4677) within ten days of the end of the period covered by the invoice. Simultaneously, a contact log must be provided to the contract administrator (OT II supervisor or designee) which itemizes the services provided. The format of the contact log will be specified by the OT II supervisor.
- B. 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 date the service was provided.
- C. The Provider will not separately bill Medicare, Medicaid, insurance or a private individual for services provided under this Agreement.

- D. Payment will be remitted within 30 days of invoice approval by the contract administrator.
- E. For OT services rendered, the Provider shall be compensated as follows:
 - a. \$125.00 per hour for any contract term designated as “at will” of for any term of less than one calendar year.
 - b. \$115.00 per hour for any contract term of at least one year, up to terms lasting two years and eleven months.
 - c. \$100.00 per hour for any contract term of three years or greater.
 - d. The fee schedule and hourly rate will be subject to yearly review. The schedule may be amended based on increased operating costs for the Provider (such as an increase in insurance).
- F. The rate is all-inclusive and covers all meetings or hospital-required trainings the Provider is asked to attend in order to render services or perform duties outlined in this agreement.
 - a. Continuing Education courses the Provider attends in order to maintain State of Alaska licensure is not a compensable charge.
 - b. Travel to and from API and the Provider’s home or another outside location is not a compensable charge.
 - c. The State of Alaska assumes no responsibility for housing, transportation, malpractice coverage or other expenses incurred by the Provider pursuant to the development of or compliance with this Provider Agreement.
 - d. API agrees to provide a meal break of at least 30 minutes in length to the OT Provider approximately midway of each work day. Meal breaks are not compensable hours.

VI. SUBCONTRACTS

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

VII. 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 API, except as permitted by other state or federal law.

By entering into this Agreement the Provider acknowledges and agrees to comply with the API Policies and Procedures covering Privacy, Confidentiality and Security, as well as the Privacy and Security Procedures for Providers as set forth in Appendix C to this Agreement.

Under no circumstances is the Provider to remove patient medical records, OT assessments, notes regarding treatment or other documentation with protected healthcare information from API. All documentation must be completed on site utilizing the electronic medical record and/or the

electronic report templates. Patient information may not be placed on the Provider's personal electronic devices.

VIII. REPORTING AND EVALUATION

The Provider agrees to comply with 7AAC 81.120, Confidentiality and 7AAC 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 API or DHSS to evaluate the efficacy of service delivery or compliance with applicable state or federal statutes or regulations.

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/API staff to ensure compliance with service protocols. QA reviews may include, but are not limited to, review of written documentation in the electronic medical record, review of security camera video of patient interactions in the event of an unusual occurrence, review of Key Watcher logs.

IX. RECORD RETENTION

The Provider will retain financial, administrative, and confidential client records in accordance with 7 AAC 81.180 and with Appendix C to this Agreement. The Provider will comply with API Policies & Procedures (P & P) IM-050-05.04 Documentation Standards. Under no circumstances will the provider remove client records from API or maintain records that include personally identifiable information at a site other than API. All documentation must be done in the hospital's electronic medical record. Assessment files will be retained by API in accordance with the hospital's record retention policy.

X. ADMINISTRATIVE POLICIES

- A. Should the provider have employees, 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 questions. For the purposes of this Provider Agreement, OSHA regulations including infection control issues are handled by the API Infection Control nurse and/or the Quality Improvement Director.

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 Department of Health and Social Services, Division of Health Care Services, Background Check Program (“BCP”) 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/default.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.
 5. Employees of the Provider must meet the same requirements and are held to the same restrictions as the provider under this Provider agreement with respect to policy, procedures, background checks, security and workplace standards.
- B. Should the Provider hire additional OT staff to assist in the provision of services under this Provider Agreement, 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. 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. Professional Liability Insurance will be maintained by the Provider in the amount of \$1,000,000 per incident/ \$5,000,000 aggregate.

XI. 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.

XII. 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 follow API 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.

XIII. 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.

XIV. 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.

XV. INDEMNIFICATION AND HOLD HARMLESS OBLIGATION

The Provider shall indemnify, hold harmless, and defend API/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.

XVI. 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.

XVII. 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 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

Annalisa Fugere, Administrative Assistant III
Alaska Psychiatric Institute
3700 Piper Street
Anchorage, Alaska 99508-4677
907-269-7102 / Fax 907-269-7251

Provider Phone Number/ Fax Number

ADMINISTRATIVE CONTACT

Alyssa Hobbs, Grants Administrator III
Dept. of Health & Social Services
P.O. Box 110650
Juneau, AK 99811-0650
Ph. 907-465-1187 / Fax 907- 465-3419

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)