

**.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**

FASD DIAGNOSTIC 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 Fetal Alcohol Spectrum Disorders (FASD) diagnostic services to referred individuals for the State of Alaska's Statewide FASD Program. 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. 4 AAC 52.130, Criteria for determination of eligibility (Special Education services) and [Alaska Statute 18.05.037 on Fetal Health Effects Information located on The Alaska State Legislature online Infobase website.](#)
- C. Privacy and Security Procedures for Providers
- D. Resolution for Alaska Native Entities

ATTACHMENTS

1. Caregiver Interview Form
2. FASD Diagnostic Short form (2004)
3. Invoice Form for FASD Diagnostic Services
4. Eligibility Criteria and Referral Process 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 for this Agreement. **With the signed Agreement, the Provider must submit the following documentation:**

- A. State of Alaska IRIS Provider Vendor Number is listed in the signed provider Agreement.
- B. A current State of Alaska Business License;
- C. Alaska Native entities¹ entering into a Provider Agreement with DHSS must provide a waiver of immunity from suit for claims arising out of activities of the Provider related to this Agreement using Appendix D;
- D. A current list of all FASD Diagnostic Team Members and their credentials including copies of valid and current licenses or certifications;
- E. A [UW Online FASD 4 Digit Code training](#) certificate for each of the FASD Diagnostic Team member;
- F. Certificates of Insurance per Section IX (B) of this Provider Agreement;
- G. Necessary licensing/certifications for the service facility.

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.

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

- A. The provisions of Appendix C, Privacy & Security Procedures.
- B. Facilities utilized for delivery of services meet current fire code, safety and ADA standards and are located where clients of the program services have reasonable and safe access.
- C. During the effective period of this Agreement, the provider agrees to keep current any and all licenses, certifications and credentials required of the provider agency, staff, and facility to qualify for providing services to DHSS clients through this Agreement and to keep current the necessary documentation on file with DHSS to demonstrate compliance.
- D. The provider agrees to participate in the FASD Diagnostic Team Network including monthly meetings. Other opportunities may include specific trainings and technical assistance.
- E. A minimum of twelve FASD diagnoses/annually is required to maintain team consistency of process, agency integrity, and commitment to producing a quality, comprehensive evaluation beyond a diagnosis. If these numbers cannot be achieved, the Provider Agreement may terminate at the end of that fiscal year.

II. DESCRIPTION OF SERVICES

Overview

Alaskan Community-Based FASD Diagnostic Teams provide coordination of diagnostic evaluation services to children, youth, and adults experiencing physical, mental, learning, and/or behavioral disabilities potentially related to prenatal exposure to alcohol. Diagnoses will be made based upon the University of Washington FASD 4-digit Code model and will be conducted by multi-disciplinary teams which include but are not limited to medical providers, psychologists, speech pathologists and occupational therapists.

Providers coordinate diagnostic evaluations that will include assessments in domains of impairment that are commonly seen in individuals with prenatal alcohol exposure (PAE). These domains include executive function, adaptive/social skills, language/social communication, academic achievement, memory/learning, motor/sensory, behavior/attention, cognition, mental health/psychiatric (including consideration of trauma history), development and functional observations from caregivers.

Relevant testing data from other reputable sources (i.e., school IEP testing data) may be used as some of the data for the team's diagnosis determination.

FASD Diagnostic Services

❖ At minimum, FASD Diagnostic Teams must include the following:

- FASD Team Coordinator:
 - assists client and caregiver to navigate the diagnostic process

- responsible for securing all intake information including caregiver interview (completed by coordinator or agency trained to do this work) (see Attachment 1 for Caregiver Interview form)
 - ensuring the completion of FASD forms including Attachment 2 FASD 4-digit code short form (2004)
 - coordinates with each health provider to perform FASD evaluation and diagnoses
 - convenes a multi/interdisciplinary team meeting to discuss consensus diagnoses of each client
 - ensures reporting and billing for FASD services
- Medical Doctor, Licensed Nurse Practitioner or Physician's Assistant working in collaboration with a physician who has also satisfied FASD minimum training (UW Online Course)
- To satisfy the requirements to complete a 4-digit code diagnoses and comprehensive evaluative report replete with intervention recommendations, a minimum of two additional qualified health care professionals from different specialties or disciplines who provide direct care to the patient must participate in the reported team conference. When available, the skills of the following professionals are strongly encouraged for team involvement as many of the commonly impaired domains are within their expertise:
- Licensed Psychologist, Doctoral-level School Psychologist, Licensed Psychological Associate, or other similar licensed professional whose scope of practice includes administration and interpretation of neuropsychological tests.
 - Speech & Language Pathologist
 - Occupational Therapist
 - Other providers can be added to the team and/or can be included upon request (i.e., nutritionists, neuropsychologists, social workers, physical therapists, etc.)
- No more than one individual from the same specialty may count towards the multi-disciplinary team participation requirement
- Reporting participants must be present for the entire team conference. In the event a team member is unable to attend the entire meeting, they are responsible for providing a brief discussion of their key findings to the team coordinator or medical provider prior to the meeting via phone call or other secure means.
- ❖ FASD Diagnostic teams will use the University of Washington's 4-Digit Code Guide 2004.
- Each team member will complete the online certification self-study course
 - A diagnosis summary will be created for each client seen using the Alaska version of the University of Washington FASD Diagnostic Code Short Form 2004 (see Attachment 2)
- ❖ Professionals involved with a team are encouraged to seek ongoing FASD-related continuing education every two years as relevant to their expertise and field. Timing would be in accordance with their state professional license renewal date. The team coordinator will keep evidence of the FASD-related CE to be made available for review if requested.

III. CLIENT ELIGIBILITY

Children, youth, and adults experiencing physical, mental, learning, and behavioral disabilities potentially related to prenatal alcohol exposure are potentially eligible clients. Each team must have established criteria for priority services and must file copies of the eligibility criteria and referral process form (Attachment 4) with the Program Contact listed at the end of this Provider Agreement for approval. Local communities may prioritize their regions but clients from all geographic areas must be eligible for services. Providers must ensure any person meeting the established criteria will receive services.

IV. BILLING

Providers submitting claims to DHSS for services provided to a client shall include itemized charges describing only the DHSS approved services.

DHSS will reimburse provider \$4000 for coordination of the multidisciplinary evaluation process. Providers will submit secure diagnostic data to AKAIMS and invoice (see Attachment 3) to program contact via email.

DHSS is the payer of last resort. If applicable to the services provided under this agreement, the Provider will have a Medicaid Provider Number and will make reasonable effort to bill all eligible services to Medicaid or any other available sources of payment before seeking payment through this provider agreement. Clients seen through DHSS funded services will not be charged any sliding-scale fee, deductible, co-pay, or administrative fee for covered services.

Clients with a primary payer source such as private insurance or Medicaid are eligible to be enrolled in the services described in this agreement if they meet the client eligibility requirements. The Provider must bill the primary source first and submit an Explanation of Benefits noting denial of payment for services if payment is being sought from DHSS for clients with a primary payer source. If DHSS pays for a service, and a primary payment source subsequently submits payment for the same service, the Provider shall credit back to DHSS any other-source payments received by the provider.

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. DHSS is the payer of last resort; therefore, determination of payment by a primary payer source (private insurance, Medicaid, etc.) constitutes good cause for delay.

Claims for which DHSS issues payment are considered certified as true and accurate, unless written notice of an error is sent by the Provider to DHSS within 30 days after the receipt of electronically transferred funds or endorsement of the issued payment warrant.

Providers will submit claims (i.e., Invoices) electronically to the Program Manager identified on this Provider Agreement. **Invoices/Billing must not include personally identifiable or protected health information for clients.** Refer to Section VI of this document 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.

V. SUBCONTRACTS

Subject to prior approval by DHSS, subcontracts may be allowed under the terms of this Provider Agreement according to the provisions of 7 AAC 81.090.

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 C to this Agreement.

Confidential Reporting Instructions

The following is standard information about the submittal of confidential information and has been left in for liability reasons. There will be no confidential information submitted via email or electronic file transfer to Program Staff for this FASD Provider Agreement program. Providers will refer to Section IV for Billing instructions and VII for Reporting and Evaluation instructions.

Before transmitting personally identifiable client information reported under the terms of this Agreement, the Provider must call or email the DHSS Program Contact. To protect confidentiality, the Provider must first establish the mechanism for a secure electronic file transfer. Or the Provider may fax the information to the Program Coordinator, after clearly identifying it as confidential on the cover page of the fax transmission. Alternatively, the Provider may submit hard copy information in a sealed envelope, stamped "confidential" placed inside another envelope. This information 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.

DHSS has also adopted a platform called Direct Secure Messaging (DSM), which meets HIPAA requirements for data encryption. Do not, under any circumstances, send Electronically Protected Health Information (EPHI) or other sensitive data in email. To transfer these files in a HIPAA-compliant manner through email, the provider must use DSM. Additionally, DSM must be used only for the transfer of EPHI or other sensitive data, and not for other communications. Please review the

FAQs about DSM at this link: <http://dhss.alaska.gov/hit/pages/direct-secure-messaging.aspx> and information concerning the Alaska Personal Information Protection Act at the [Alaska Department of Law Consumer Protection Unit website](#).

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 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 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.

The Provider agrees to submit information for each completed diagnosis into AKAIMS. Training in the use of this reporting platform will be provided by a member of the AK DHSS AKAIMS staff and will be initiated by the Program manager

VIII. 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. Upon request, the Provider agrees to provide copies of the Provider's records created under this Agreement to the Department of Health and Social Services, 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 a manner in compliance with 7 AAC 81.185 and Appendix C 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 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 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 the [Alaska Department of Health and Social Services Alaska Background Check Program website](#), 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.
- B. Without limiting the provider’s indemnification, it is agreed that the Provider shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Provider’s policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to DHSS with the signed Provider Agreement prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this agreement and shall be grounds for termination of the Provider’s services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.
1. Worker’s Compensation Insurance: The Provider shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. 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 claim.
 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 claim.
 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. Limits required per the following schedule:

Agreement Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000 - \$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000 - \$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to State of Alaska Risk Management

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, 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

DHSS is funded with State 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.

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, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Provider” and “DHSS,” as used within this section and Section IX (B), 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 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 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

Amy Burke, Grants, Contracts & Facilities Chief
Printed Name - DHSS Representative & Title

Provider Contact & Mailing Address

DHSS Contacts & Mailing Addresses

PROGRAM CONTACT

Hope Finkelstein, FASD Program Manager
Office of Substance Misuse & Addiction Prevention
3601 C Street, Suite 790
Anchorage, Alaska 99503
hope.finkelstein@alaska.gov
Ph. 907.334-2673/ 907-310-2932 Cell

Provider Phone Number/ Fax Number

ADMINISTRATIVE CONTACT

Victoria Gibson, Grants Administrator
Grants & Contracts Support Team
PO Box 110650
Juneau, AK 99811-0650
Ph. 907-465-4738 / Fax 907- 465-8678
victoria.gibson@alaska.gov

Provider Email Address

Provider's IRIS Vendor 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)

Please email the completed Provider Agreement and supporting eligibility documentation to the following email address: HSS.FMS.Grants.Provider.Agreements@alaska.gov.