

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

SECURE TRANSPORT SERVICES PROVIDER AGREEMENT

_____, (Provider) enters into a Provider Agreement (hereafter Agreement) with the State of Alaska, Department of Health and Social Services (DHSS) for the purpose of providing secure 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 the court ordered hospital or nearest appropriate Designated Evaluation and Treatment (DET) facility under AS 47.30. In addition to transport to court and DET facilities, DHSS Alaska Psychiatric Institute (API) may authorize additional transport deemed medically necessary for committed patients such as travel to medical treatment or transport home.

In State Fiscal Year 2023, the Department of Health and Social Services (DHSS) will be reorganized into two distinct executive branch Departments: the Department of Health (DOH) and the Department of Family and Community Services (DFCS). This agreement will be part of the Department of Family and Community Services (DFCS). This re-organization will be effective July 1, 2022, which is the first day of State Fiscal Year 2023.

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
- D. Business Associate Agreement (BAA)

ATTACHMENTS

- 1. Travel Authorization for Secure Transport & Escort Services
- 2. Secure Transport and Escort Services Duty Log
- 3. Secure Transport Emergent Restraint Occurrence Report
- 4. Transport Invoice Form
- 5. Vehicle Use Reimbursement Log

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 C; and
- D. Certificates of Insurance per Section IX (B) of this Provider Agreement.

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

- A. The provisions of Appendix B, 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 insurances, 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 and will forward all renewals, new issue and any other documentation within 48 hours of receipt (excluding weekends and State holidays).
- D. 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.
 - a. The Provider must be licensed as a security guard agency (see AS 18.65.400 - AS 18.65.490 and 13 AAC 60-010 - 13 AAC 60.045) or qualify as a local law enforcement department or a private law enforcement agency.
 - b. All Provider employees providing escort services (hereafter referred to as Escorts) must be licensed as Security Guards (see AS 18.65.400 - AS 18.65.490 and 13 AAC 60.50 - 13 AAC 60.085) or otherwise meet or exceed those qualifications.
- E. 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 within 48 hours (excluding weekends and State holidays). The Provider will establish an internal process to assess and document these reports. The reports will be submitted to DHSS monthly.
- F. The Provider will ensure that Escorts have satisfactorily completed the following training. Documentation of all training must be kept on file with the Provider and available to DHSS upon request.
 - a. Passive restraint/de-escalation training, such as MANDT
 - i. API may offer on-site training to Provider Escorts for the above. This training will be offered free of charge, agreed to in advance. API will not pay for any additional costs associated with training and certifications including but not limited to; e.g. Provider employee time, meals, transportation, parking fees.
 - b. Nonviolent Crisis Intervention
 - c. Verbal Judo: The Gentle Art of Persuasion
 - d. Handling Protected Health Information
 - e. One On One Control Tactics

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.

- G. Escorts must carry professional picture identification and current CPR and First Aid Cards at all times.
- H. Compliance issues, complaints and suggestions will be handled by DHSS Staff and the Provider.
- I. The Provider will confirm the Client's identity by name and medical information; errors in court captions should be disregarded.

II. DESCRIPTION OF SERVICES

A. Nature of Services

- a. Secure transport and escort services are critical in nature for persons in acute psychiatric crisis and who are defined as an eligible client (hereinafter Client) under Section III of this Agreement. Clients 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 Client, the public, and the Escort(s), and if requested by law enforcement. Escort(s) will remain with the Client at all times, including court appearances, medical appointments, and transport through airport security (TSA), until transport is completed unless otherwise directed by Federal or State agency personnel.

B. Authorized Requesting Agency

- a. Only authorized requesting agencies, hospitals, and DET facilities may initiate and approve service under this Agreement. Prior authorization by DHSS is required for any out of state transports. Requesting agencies can be hospitals, mental health clinics, or Department of Corrections for the purpose of transporting patients with an involuntary commitment order (Title 47) order. A transport for any other reason must be approved in writing by DHSS staff PRIOR to the transport.

C. Authorization for Escort Services

- a. The Provider, upon the request of an authorized requesting agency or DET facility, shall arrange and provide secure transport and escort services so that Clients are transported from a designated point of origin to a designated point of destination.
- b. API may authorize additional transport for:
 - i. Local, round-trip transportation for Clients when deemed medically necessary, such as for off-campus Dr. Appointments.
 - ii. One way trips, such as to return a Client home, when deemed medically necessary
- c. Documentation for transport must include the following:
 - i. A notice of detention, an order for an evaluation or a commitment hearing, which consists of one of the following documents completed in full and signed by the appropriate authorizer:
 - 1. A copy of an Alaska Court System (ACS) form: MC-105, Notice of Emergency Detention & Application for Evaluation (NED);
 - 2. A copy of ACS form MC-305, Order Authorizing Hospitalization for Evaluation (a/k/a, the 72-hour hold); or
 - 3. A Notice from the ACS of a 30-Day, 90-Day, or 180-Day Commitment or Commitment Hearing.

- ii. A Travel Authorization for Secure Transport & Escort Services Form (Attachment 1) from the requesting agency or DET facility. The Travel Authorization Form will provide the full name of the Client, 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 requesting agency or DET facility; and
 - iii. A copy of the “Admission Acceptance Fax Form,” or proof of acceptance from a DET facility or other court-approved hospital.
 - iv. Other necessary documentation of the Client’s transport activity, to be provided as additional support to each submitted Transport Invoice (Attachment 4), includes the following:
 - 1. A Secure Transport and Escort Services Duty Log (Attachment 2). The Provider is required to keep a duty log, which indicates compliance with either the authorized requesting agency’s or DET facility’s instructions on activities concerning the Patient being escorted; and
 - 2. A Vehicle Use Reimbursement Log (Attachment 5). A rate will be applied when the provider uses a company or private vehicle. The Vehicle Use Reimbursement Log will be filled out by the provider when this rate is requested.
 - 3. A Secure Transport Emergent Restraint Occurrence Report (Attachment 3) when appropriate.
 - v. It may be requested that when the Provider transports a Client, they carry and deliver sealed documents as instructed by the requesting agency or DET facility.
- d. All documents listed above shall remain in the possession of the Escort during transportation.
 - e. Upon completion of the escorted patient travel, the Provider will submit the following documentation to the State: Applicable Court Order, an DHSS pre-approved Travel Authorization for Secure Transport & Escort Services form, Secure Transport and Escort Services Duty Log, the Vehicle Use Reimbursement Log, and a Transport Invoice Form as described in Section IV of this Provider Agreement.
- D. Availability for Services
- a. The Provider must maintain a 24-hour, 7-days per week contact number.
 - b. The Provider is responsible for informing utilizing agencies of their availability and how to contact them.
- E. Timeliness of Response
- a. These transport and escort services are critical in nature for persons in acute psychiatric crisis, and a timely response is essential. The Provider will respond to an agency’s or DET facility’s request within one (1) hour during normal business hours and within two (2) hours during nights, weekends, or holidays. To be considered a timely dispatch, the Escort(s) should leave his/her point of origin at the earliest time possible; out of town travel departure will depend on weather, available flights, and coordination with treatment providers. The Provider shall make every effort to be available in the timeframe requested. The Provider will be held harmless for reasonable delays in pickup and transportation due to weather conditions and/or airline delays.
- F. Transportation

- a. Only the most cost effective, treatment necessitated means of transportation may be utilized. If out-of-town travel is required, airfare is restricted to economy class seating on regularly scheduled flights. In rural areas, the regular air travel provider is authorized. Alternative means of transport must be pre-approved by DHSS and will only be considered:
 - i. When and where there are limited means of transportation available
 - ii. When necessary and appropriate to minimize Client wait time for evaluation and/or treatment
 - iii. If Client behavior or condition warrants special accommodation, such as difficult behaviors, or in the interest of protecting public safety.
- a. All Provider vehicles used for transport should, wherever possible, utilize vehicle safety partitions and have safety windows to ensure safety of Client and Escort.
- b. A transport vehicle owned or leased by the Provider, which is used to transport Clients, 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. A fire extinguisher and a first aid kit 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 Client during secure transport. The Provider is required to advise the DHSS Secure Transport & Escort Services Manager or designated representative, on the day of occurrence, of all traffic violations that result in citations while Secure Transport and Escort services are being provided to a Client. The use of alcohol, tobacco, vape-type devices, narcotics, marijuana, or illegal drugs during the transporting of Clients is strictly prohibited. The Provider must use caution in determining whether to /how to use over-the-counter medications that may impair judgement, motor skills or cause drowsiness while providing Secure Transportation services.
- c. Additional Requirements
 - iv. The standard procedure will be for at least one Escort to be the same gender as the Client who is to be transported. If the Client is trans gendered, one officer of each gender will be assigned to the transport. 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 Travel Authorization for Secure Transport & Escort Services Form (see Attachment 1).
 - v. If the trip is interrupted by inclement weather or other event, and the Escort and Client are required to spend a night enroute:
 1. 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 Client. However, placement in a jail cell may only occur for the client placement if authorized by a court order.
 2. Lodging and meals may be organized by the airlines, by the Escort or their agency, or assistance may be requested from local community behavioral health center or the local police or State Trooper office.
 - vi. If the Client or Escort must use the restroom enroute, the Escort must ensure that the Client is appropriately observed to ensure safety and security, and if

necessary, should obtain assistance from the airport security or police. Escorts shall make every effort to protect the Client's privacy and should seek private restroom facilities when available.

G. Use of Restraints

- a. Use of any firearms or any chemical agent is absolutely prohibited for all Secure Transport and Escort Services performed under this Agreement.
- b. When Secure Transport and Escort Services elect, concealed protective body armor may be worn for safety.
- c. Use of a body camera or vehicle mounted camera may be authorized by DHSS. Security of recordings must be approved by DHSS in conjunction with camera use. Approval to use a body camera or vehicle mounted camera and the method of securing recordings can be requested, in writing, from DHSS. DHSS approval to use camera equipment is an individualized decision, based on a Provider's proposal and DHSS's understanding and acceptance of that proposal.
- d. When warranted, to protect the safety and well-being of the Client, the public, and the Escort, the Escort is allowed to use a lap belt and/or, walking restraints which are limited to two-point webbed fabric wrist restraints attached to a single strap or waist-belt and/or two-point webbed fabric ankle restraints attached to a single strap. Restraints should only be used when deemed a mandatory safety precaution, never as a matter of routine. At no time will a Client be transported with their arms behind their back in handcuffs or other restraints.
- e. The Provider must maintain a log documenting which transports required restraints and the reason for using restraints and this log will be provided to the DHSS Project Manager or designee on a monthly basis.
 - i. This report must include:
 1. The date and time the restraint began and ended.
 2. The type of restraint used.
 3. A description of the Client's behaviors which required the need for restraint, documenting the immediate danger to the physical safety of the Client or others.
 - ii. In addition to the monthly report, a completed Secure Transport Emergent Restraint Occurrence Report (Attachment 3) must be completed and submitted with the Transport Invoice.
- f. When API transfers a Client to the Escort, API will provide written documentation determining what restraints have been deemed necessary for the Client per their identified needs.
 - i. The Escort will use restraints as directed in API's written order.
 - ii. When transporting a Client for API, a Secure Transport Emergent Restraint Occurrence Report (Attachment 3) is only needed If additional restraints, that were not identified by API at the time the Client was transferred to the Escort, are warranted for the safety and well-being of the Client, the public, and/or the Escort.
 - iii. Restraints that are used, which were not identified as necessary by API at the time of transfer, must be included on the monthly log.
 - iv. The completed Secure Transport Emergent Restraint Occurrence Report (Attachment 3) must be submitted with the Transport Invoice.
- g. Proof of successful completion of training in the following must be provided to DHSS, and it is the Provider's responsibility to ensure current and effective training is

provided to all staff. Current training timelines shall align with federal and state recommendations, and shall not allow for more than 1 year between any training unless an exception is requested, in writing, from DHSS by the Provider. Required training:

- i. Use of restraints and assisting with manual holds
- ii. Recognizing and responding to symptoms of physical distress
- iii. First aid procedures and CPR
- iv. The use of cameras (if approved),
- h. It is the provider's responsibility to provide accurate and timely proof of applicable training to DHSS before restraints or technologies are used.
- i. Request for reimbursement for some or all of this training may be made to DHSS in writing.

III. CLIENT ELIGIBILITY

- A. 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).
- B. The requesting agency (Section II, B), or DET facility will authorize transportation and escort services under this Agreement to be provided for Clients as follows.
 - a. Clients who have requested or been court-ordered to attend their commitment proceedings in person at the local courthouse
 - b. Clients committed under an Order for Hospitalization for Evaluation [see Section II, C(l)] to a DET facility or other hospital.
 - c. Additional as needed trips, such as return trips home or local medical appointments, for the Client that are deemed medically necessary and approved by DHSS.

IV. BILLING

Providers submitting claims to DHSS for services provided to a client shall include itemized charges describing only the DHSS approved services. The Provider must submit a complete Individual Transport Invoice (Attachment 4) for each Patient and transport occurrence. All supporting documentation as described in Section II, C, must be attached to the invoice.

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 Agreement.

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 may submit claims in paper form, or electronically. 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.

A. Billing Terms

- a. For payment purposes, transport time begins at the time the escort dispatches to do the transport and ends when the escort has completed the transport and has returned to the point of dispatch.
- b. If there is more than one guard: The authorized requesting agency or DHSS must provide written authorization for a second guard, specifying the specific clinical, safety, and/or Client behavior/control concerns. Written authorization is provided on the Travel Authorization for Secure Transport & Escort Services form.
- a. If the call is cancelled after the Escort has 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.

B. The Fee Schedule is below:

Reimbursement rates are determined by The Alaska Administrative Code (AAM60) and are subject to change upon revision of the AAM. Non reimbursable travel expenses are detailed in AAM 60.220.

Reimbursable Services	Rate	Documentation Required
Mileage	Use of company or private vehicle during transport is paid at: The State of Alaska Privately Owned Vehicle Mileage Reimbursement Rate. This rate is paid per mile and is updated annually.	Vehicle Use Reimbursement Request Form (Attachment 5)
Cab Fare/Parking, Reimbursement of Economy Rental Car	Actual Cost	Taxi Cab or Parking Receipt or Rental Car 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 Patient	Scheduled One-Way	Ticket Receipt
Charter Fee Arrangements	5% of cost of charter, up to \$600.00	Completed Trip Invoice Packet
Escort Meals while on Out of Area Transports	All Meals Reimbursed at Current State Rate: Breakfast \$12 Lunch \$16 Dinner \$32	Meal Receipts (Transport Invoice Form, Attachment 4) Note: Receipts for Escort meals are <i>not</i> required. Receipts for Client meals are required.
Client	All meal reimbursed up to the current State Rate; at the actual cost	

The payments below are subject to an annual Consumer Price Index (CPI) adjustment. On July 1st of every year, beginning in 2023, Administrative Fees and Escort Hourly Rates may be adjusted by a percentage equal to the percentage change in the CPI statistics published by the United States Bureau of Labor. Comparisons shall be made using the index entitled, "All items in Urban Alaska, all urban consumers, not seasonally adjusted," for the most recent calendar year beginning January 1st and ending December 31st, or the nearest comparable data on changes in the cost of living, if such index is no longer published. The rates will never be decreased below what is in the following table, and shall never increase by greater than 3% in a single year.

Administrative Fee	\$153.00 per transport for Local Area transports. \$280.50 per transport for Statewide transports that are more than 50 road miles from point of origin.	Completed Trip Invoice Packet
Hourly Rate for Escort, to be paid per Escort	\$117.30 per hour when a Client is present \$81.60 per hour when a Client is not present. In the event of an overnight stay requiring a hotel, the rate of reimbursement will be at \$56.10 per hour. Maximum time billed at the hotel is 8 hours without pre-approval from DHSS	Secure Transport and Escort Services Duty Log (Attachment 2)

V. SUBCONTRACTS

Subcontracts may not be 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

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.

Providers must maintain records documenting that all staff who have access to protected health information have had appropriate training and that the training is renewed annually. These must be made available to DHSS upon hire and updated yearly.

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.

Additional reporting

- a. Within 3 days, provide a detailed report to DHSS of any incidents that result in injury to the Client or to the Escort(s).
- b. Within 3 days, provide a detailed report to DHSS of any incidents that result in elopement or failure to complete a transport.
- c. Within 10 days, provide a report and justification to DHSS of any transport where a same-sex Escort is not available.
- d. On a quarterly basis, provide a report to DHSS which includes:
 - a. The number and percentage of transports which required restraints.
 - b. The number of female and male cisgendered transports conducted, with each gender broken out
 - c. The number of transgendered transports conducted.

Quality Assurance Reviews may be conducted by DHSS staff on a quarterly basis 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.

Any incident or complaint the Provider is made aware of shall be reported to a DHSS representative within 24 hours for serious injury, death or missing Client and within 72 hours for a complaint not involving serious injury, death or missing Client. Incident reports can be located at: <https://dhss.alaska.gov/dbh/Pages/TreatmentRecovery/TreatmentRecoveryForms.aspx> The form may be used by the Secure Transport and Escort Provider and is not limited to grantees.

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. 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 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 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 <http://dhss.alaska.gov/dhcs/Pages/cl/bgcheck/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.
- 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
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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.

As a condition of performance of this Agreement, the Provider shall pay all federal, state and local taxes incurred by the Provider and shall require their payment by any subcontractor or any other persons in the performance of this Agreement. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this Agreement.

XIII LIMITATION OF APPROPRIATIONS

DHSS is funded with State and 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.

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 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 81.200. 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
Kelsey Eschenbach, Administrative Assistant 3
Alaska Psychiatric Institute
3700 Piper Street
Anchorage, AK, 99508-3700
Phone 907.269.7278
Fax 907.269.7272
Kelsey.eschenbach@alaska.gov

Provider Phone Number/ Fax Number

ADMINISTRATIVE CONTACT
Josie Valliant, Grants Administrator
Grants & Contracts Support Team
PO Box 110650
Juneau, AK 99811-0650
Ph. 907-465-8216 Fax 907-465-8678
Questions on the PA:
hss.fms.grants.provider.agreements@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 C 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.