

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

**COMPLEX BEHAVIOR COLLABORATIVE CONSULTATION AND TRAINING  
PROVIDER AGREEMENT**

\_\_\_\_\_, (Consultant) enters into a Provider Agreement with the State of Alaska, Department of Health (DOH) and Division of Behavioral Health (DBH) for the purpose of assisting Alaska Service Providers (Service Providers) or Population-Based Projects (Projects), meet the needs of Medicaid and Non-Medicaid clients with complex behavior management needs who exhibit maladaptive behaviors. A priority will be given to clients who are; transitioning back to Alaska from an out of state placement, returning home for family reunification, transitioning out of an Alaska Psychiatric Residential Treatment Facility (PRTF) back into the community, or who is selected by a multi department/division decision to support a complex case.

The Complex Behavior Collaborative (CBC) program provides behavioral consultation and training services to Alaska service providers and families to meet the following goals: help clients live as independently as possible; avoid institutionalization or out-of-state care; and build capacity and expertise within the state to serve individuals with complex behaviors who are often aggressive, assaultive and difficult to support.

The population – based project will be dependent on securing additional funding outside of the CBC program. This project is designed to address a range of behavioral health needs for Medicaid recipients experiencing serious mental illness, severe emotional disturbance, substance use disorder, co-occurring substance use and at-risk families and children.

By entering into this Provider Agreement, the Consultant agrees to the following, including all applicable provisions of the following Appendices and Attachments:

**APPENDICES:**

- A. 7 AAC 81, Grant Services for Individuals, Revised 6/23/06
- B. 7 AAC 130.200 -7 AAC 130.319, Title 7 Health and Social Services
- C. 20 AAC 40 – 20 AAC 40.990, Mental Health Trust Authority
- D. 12 AAC 12.020 – 12 AAC 12.050, Boards and Commissions Subject to Centralized Licensing
- E. Privacy & Security Procedures for Providers
- F. Resolution for Alaska Native Entities (if applicable)

**ATTACHMENTS**

- 1. Executive Summary
- 2. Complex Behavioral Referral Form
- 3. Memorandum of Agreement

4. Criteria for Qualifications in Field of Expertise
5. Individual Service Definitions
6. Population-Based Project Service Definitions
7. Delivery of Service Timelines
8. Billable Services and Travel Rates

## **I. CONSULTANT ELIGIBILITY**

This Agreement solicits Consultants (agencies and/or individuals) who are experts in the areas of Behavioral Health, Alzheimer’s Disease and Related Dementia, Intellectual and Developmental Disabilities, Traumatic Brain Injury, Chronic Mental Illness and/or Substance Use Disorder and has successfully worked with clients who exhibit maladaptive behavior, often dangerous, possibly life-threatening, and may be complicated by medical or mental health factors.

In addition to the provisions of Appendices A-F to this Provider Agreement, the Consultant agrees to comply with the provisions of all other applicable state and federal laws; is expected to follow licensing/certification rules for the State of Alaska for their field of practice; agrees to keep current any and all licenses, certifications, and credentials required to qualify for providing services through this Agreement and to keep current the necessary documentation on file with DOH to demonstrate compliance; declares and represents that they meet the qualifications required for a Consultant for this Agreement; agree to sign additional documentation that relates to the protection and sharing of client information; and has a signed Memorandum of Agreement (MOA) between the Consultant and the Service Provider or Project receiving services through the Agreement (Attachment 3). With the signed Agreement, the Consultant must submit the following documentation:

- A. Proof of a Federal Tax ID Number;
- B. A current State of Alaska Business License;
- C. Alaska Native entities<sup>1</sup> entering into a Provider Agreement with DOH must provide a waiver of immunity from suit for claims arising out of activities of the Consultant related to this Agreement, using Appendix F;
- D. Documentation that demonstrates the Consultant meets the minimum levels of education and experience required in each field of expertise (see Attachment 4). Documentation to include but not limited to:
  1. Resume;
  2. Copy of professional license; and
  3. Copy of diploma in field of study.
- E. Necessary credentials for service personnel, such as copies of valid and current certifications or licenses;
- F. Three Professional letters of recommendation (current to three years old);

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<sup>1</sup> “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. Three letters of reference from entities/agencies for whom Consultant has provided professional services in the field(s) of expertise the Consultant is offering through this Agreement (current to three years old); and
- H. HIPAA compliant sample work product of: a Maladaptive Assessment, a Behavioral Intervention Plan, or a Client Functional Assessment. This work sample must be submitted to [HSS.FMS.Grants.Provider.Agreements@alaska.gov](mailto:HSS.FMS.Grants.Provider.Agreements@alaska.gov) or another confidential method.

The Consultant must meet the following criteria:

- Experience working in a community setting with individuals who experience a cognitive impairment and have expertise in at least one of the following areas: Behavioral Health, Intellectual and Developmental Disabilities, Alzheimer’s Disease and Related Dementia, Traumatic Brain Injury, Substance Use Disorders and/or co-occurring conditions;
- Experience developing behavioral intervention plans;
- Experience working with large support teams, families and stakeholders with the ability to model and mentor implementing recommended plans;
- Experience and proficiency providing training for individuals, agencies and diverse stakeholders;
- Field based experience and skills working in nontraditional office/clinical settings;
- Ability and willingness to travel in small planes, by boat, snow machine and/or other modes of local transportation, which depending on the season and/or location, may be necessary to get to the service site;
- Access and a means of providing initial and continuing technical assistance and follow-up, e.g. repeat visits, teleconferencing, videoconferencing, or telemedicine including rural and remote locations; and
- Cannot be on an Office of the Inspector General Exclusion list.

## **II. DESCRIPTION OF SERVICES**

Only DBH or the CBC Program Manager may approve services under this Agreement. Assignments will rotate evenly between consulting agencies and DBH or the CBC Program Manager will select the Consultant determined to be the most appropriate to meet the needs of the individual client or Population-Based Project. Prior to initiating services, the Consultant must receive a written referral from the DBH or the CBC Program Manager.

DBH will not be responsible for any expenses incurred prior to the authorized service authorization period. Under this Agreement the Consultant may provide the following:

- A. Case-specific consultation;
- B. Functional behavior assessment with behavior plan;
- C. Direct on-site training;

- D. On-going training, consultation, and technical assistance
- E. Monthly Reporting; and
- F. Discharge summary with recommendations following termination of CBC services.

Under this Agreement, Individual services may be bundled to provide a specific array of services which are defined in Attachment 5.

Individual Services may include:

- Maladaptive Behavioral Analysis/Assessment
- Behavioral Intervention/Implementation Plan
- Training and Technical Assistance
- Transition Plan
- Monthly Report (Narrative summary)
- Service Completion (Discharge Report)

The goals of the Individual Services provided include 1) help clients live independently at the community level, 2) prevent/reduce high-end resources (emergency room services, acute psychiatric care, substance abuse programs and/or jail), and 3) build capacity and expertise within the state to serve individuals with complex behavior management needs.

Under this Agreement, Population-Based services may be bundled to provide a specific array of services which are defined in Attachment 6.

Population-Based Project services may include:

- Project Assessment/ Thorough examination of specific concerns/barriers related to a population as identified in the project
- Recommendation Report to address the specific needs/barriers
- Training/Technical Assistance/Consultation for implementation of project recommendations
- Transition Plan
- Monthly Report with status updates; and
- Project Completion Report

The goal of the Population-Based Project is designed to work with statewide stakeholders and build a continuum of care that encourages intra and cross agency collaboration. By working together, the project will promote health, safety and well-being for at risk families and children.

### **III. SERVICE PROVIDER OR POPULATION-BASED PROJECT ELIGIBILITY**

DBH or the CBC Program Manager will determine eligibility for receiving services through the CBC. Under this Agreement there are two types of service recipients: Service

Providers and Population-Based Projects. In order to qualify for services under this Agreement the following criteria must be met:

Service Provider

A Service Provider must be working with a client that is within the identified client population: Children, Youth and Adults who are cognitively impaired, demonstrate complex behavior management issues, and experience one or more of the following:

- A Serious Mental Illness;
- An Intellectual and Developmental Disability;
- Alzheimer’s Disease and Related Dementia;
- Substance Use Disorder; or
- Traumatic Brain Injury.

The identified client must meet all five of the following criteria:

1. Exhibit behaviors that are complex, that present a high risk of danger to self or others without intervention, and meet two out of the three criteria listed below:
  - a. Have exhausted all other avenues of treatment available and are at risk for out-of- state placement, psychiatric hospitalization, or moving to a higher level of care or institutional level of care;
  - b. Frequently utilize high-end resources which may include emergency room services, acute psychiatric care, substance abuse programs, and/or jail;
  - c. Require interventions outside the skill set of current Service Provider staff in order to ensure the safety of those involved.
2. Have stable housing;
3. Have a Service Provider and direct care staff ready, available and willing to work with the client;
4. Be eligible for or already receiving services supported by DOH to address all presenting issues; and
5. Be medically stable (i.e., from a medical stand point are described as stable and able to participate in the program).

Population-Based Project

The project must promote systemic change to serve one or more of the identified client populations: Children, Youth and Adults who experience one or more of the following:

- A Serious Mental Illness;
- A Severe Emotional Disturbance;
- Substance Abuse Disorder;
- Co-occurring Substance Use; or
- At Risk Families and Children

The identified project must meet all five of the following criteria:

1. A complex barrier or issue that impedes services to a population at risk of endangering themselves and/or the community at large without systemic intervention;
2. Past efforts to address the barrier/issue have been unsuccessful;
3. Eliminating or resolving the barrier/issue will demonstrate cost-savings;
4. Stakeholder(s) are ready, willing, and able to collaborate with other stakeholders; and
5. Staff and funding resources outside DOH are committed to the project.

#### **IV. BILLING**

- A. Only DBH or the CBC Program Manager may approve services under this Agreement. The Program Manager will review each month's billable service for each client. Services may be provided to multiple clients with the same Service Provider, if it is not detrimental to the client, family or Service Provider. In this circumstance, training to the Service Provider will be a combined training with a single reimbursement unless otherwise approved by the Program Manager.
- B. It is the consulting agency's responsibility to enroll their agency into AKAIMS. They are required to create, maintain, add/remove all staff accounts and define the roles and responsibilities of each eligible staff member. In the event that an agency staff member is no longer associated with the agency, his/her access will be removed from AKAIMS within 14 days. Each quarter the Program Manager will verify with each consulting agency that all eligible staff members that have access to AKAIMS match the list of names that is on record with AKAIMS. If the consulting agency have staff members that do not match AKAIMS access list, the consulting agency will be asked to update their list of eligible staff members.
- C. When submitting claims to the CBC program for services provided, the Consultant shall include itemized charges describing only approved services (Attachment 8) using the AKAIMS billing module. Consultants will be responsible for keeping their systems updated in order to access the state system. Consultants who are new to AKAIMS and not familiar with electronic billing will be offered a 30-day grace period to enroll, train and correctly bill through the AKAIMS module. In the event that a Consultant is not fully enrolled or utilizing AKAIMS after the 30 grace period, they will be notified in writing by the Program Manager to complete their enrollment. No claims will be paid until the Consulting agency has full operational access to AKAIMS and properly submitting claims.
- D. Billing for services must be submitted within 30 days of the date in which services were rendered using the AKAIMS billing module. Except when good cause for delay is shown and approved by the CBC Program Manager, DBH will not pay for services unless the Consultant submits a claim within 30 days. In the event that AKAIMS becomes

unexpectedly disabled, consultants will be notified in writing by the Program Manager and given an approved extension.

- E. Except when good cause for delay is shown and approved by the CBC Program Manager, DOH will not pay for services until the Consultant has met required delivery of service timelines (see Attachment 7). The Consultant must submit in writing a request for an extension to complete service delivery. The Consultant will be notified in writing if their request for an extension has been approved.
- F. DOH is the payer of last resort. If applicable to the services provided under this Agreement, the Consultant will have a Medicaid Provider Number and bill all eligible services to Medicaid before seeking payment through this Agreement. The Consultant must bill any private insurance and submit an Explanation of Benefits noting denial of payment for services. Clients seen through DOH funded services will not be charged any sliding-scale fee, deductible, co-pay or administrative fee for covered services. If DOH pays for a service and a primary payment source subsequently submits payment for the same service, the Consultant shall credit back to DOH any other-source payments received by the Consultant.
- G. Endorsement of a DOH payment warrant constitutes certification that the claim for which the warrant was issued was true and accurate, unless written notice of an error is sent by the Consultant to DOH within 30 days after the date that the warrant is cashed.
- H. Consultants must submit claims electronically through the AKAIMs billing module. Refer to Section VI of this document for explicit instructions about the submission of confidential or other sensitive information. Consultants will be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy, and security of information transmitted to DOH.
- I. In full consideration of the Consultant's performance under this Agreement, DOH shall pay for the following services rendered to Service Providers:

\$200.00 per hour:

- Maladaptive Behavioral Analysis/Behavioral Intervention Plan (not to exceed 14 hours, one time only)
- Transition Plan (not to exceed 3 hours)
- Service Completion Plan (not to exceed 3 hours)
- Ongoing Technical Assistance/Consultation (amount of time to be determined and approved by Program Manager)
- Case Consultation (not to exceed 10 hours per consultant per fiscal year)

\$225.00 per hour:

- On-site training for implementation of Behavior Intervention Plan to Service Provider staff, family, and other community supports (not to exceed 8 hours a day; excludes school and medical staff, not to exceed 5 days/40 hours total).

J. In full consideration of the Consultant's performance under this Agreement, DOH shall pay for the following services rendered to Population-Based Projects:

\$125.00 per hour:

- Project Assessment/Recommendation Report (not to exceed 14 hours, one time only).
- Outreach and collaboration with project leads and other identified stakeholders (amount of time to be determined and approved by Program Manager)
- Training for implementation of project recommendations (not to exceed 8 hours a day not to exceed 5 days/40 hours total).
- Technical Assistance/Consultation (amount of time to be determined and approved by Program Manager)
- Project Completion Report (not to exceed 3 hours).

K. In full consideration of the Consultant's performance under this Agreement, DOH shall pay for associated travel as:

Reimbursement for Travel Costs include the following restrictions:

1. Consultants will only be reimbursed for airfare, parking, taxi, hotel, rental car expenses and travel time (See Item 5 below).

2. For air travel the Consultant must purchase the best fare for the most direct route that meets the business needs of this agreement. The expenses may not include first-class seating or travel on a carrier other than a United States carrier unless no other form of air travel is available.

3. Reimbursement for travel expenses will be paid based on the actual costs, not including gratuities, of moderately-priced transportation and accommodations.

4. Billing for all travel costs incurred will also require copies of the traveler's airline ticket receipt(s) and boarding pass(es), itemized commercial lodging facility receipt(s), and rental car agreement(s), taxi receipts and receipts for any other travel costs approved by the DOH Program Manager.

5. For consultants based outside of Alaska, travel time to Alaska will be reimbursed at \$50.00 per hour, not to exceed 8 hour per day for no more than 2 travel days per trip. In-State travel time, for all consultants, will be reimbursed at \$50.00 per hour, not to exceed \$200.00 per day for travel further than 25 miles from base lodging or place of employment, whichever is less.

Reimbursement for travel costs include the following restrictions:

- Consultants will only be reimbursed for actual airfare (commercial), parking, taxi, hotel, rental car (economy) expenses during travel time. The Consultant is responsible for submitting a receipt for all reimbursable services. Receipts not present will not be reimbursed.



- Travel reimbursement must be submitted within 30 days of the date in which services were rendered using the AKAIMS billing module. Except when good cause for delay is shown and approved by the Program Manager, DOH will not pay for services unless the Consultant submits a claim within 30 days.

Only those costs that have been identified within this Provider Agreement will be paid. Only complete and accurate invoices accompanied by complete and legible supporting documentation as described in this section and Section II, Description of Services, will be accepted and reimbursed.

Agencies are encouraged to require the policies of AAM 60.010 - .260 in the terms of their professional service contracts which include travel. When the state reimburses a contractor for travel under these policies, the travel account codes in the financial system may be used because the travel reimbursements are excludable under the rules governing IRS accountable plan. When contract terms for travel reimbursement differ from the policies of AAM 60, or the contractor does not account to the state for travel costs, the services account codes must be used to ensure that travel reimbursements are reported as taxable income to the contractor.

## **V. SUBCONTRACTS**

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

## **VI. CONFIDENTIALITY AND SECURITY OF CLIENT INFORMATION**

The Provider will ensure compliance with the Health Insurance Portability & Accountability Act of 1996 (HIPAA), the Health Information Technology for Economical and Clinical Health Act of 2009 (HITECH), and 45 C.F.R. 160 and 164, if applicable, and other federal and state requirements for the privacy and security of protected health information the Provider receives, maintains, or transmits, whether in electronic or paper format. Client information is confidential and cannot be released without the HIPAA-compliant written authorization of the client and DOH, 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 E of 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 DOH 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 Manager, 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.

DOH 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. In order 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: [DOH DSM Home Page](#) and information concerning the Alaska Personal Information Protection Act at Department of Law Alaska Personal Information Protection Act at [Department of Law Alaska Personal Information Protection Act Page](#).

In the event that the Provider is requested to transmit information, **all personally identifiable client information transmitted from the Provider must be sent through DSM to [eric.talbert@hss.soa.directak.net](mailto:eric.talbert@hss.soa.directak.net)**. Regular email (yahoo, gmail, etc.) may not be used to communicate confidential client information. **To transfer or email any form of communication using a consumer’s name and personal information, you must use DSM.**

## 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 DOH to evaluate the efficacy of service delivery or compliance with applicable state or federal statutes or regulations.

The monthly reporting is a summary of individual or project progress toward meeting goal(s) assigned in the treatment plan. The report also includes a summary on intervention(s) implemented, trainings, family, direct care staff, agency wide, and others (response to training); as well as a change in status (level of care, housing, DOC involvement, etc.); change in providers and next steps to treatment.

The Provider agrees to provide state officials and their representative’s 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 DOH staff to ensure compliance with service protocols. The Provider will ensure that DOH staff has access to program files for the purposes of follow-up, quality assurance monitoring and fiscal administration of the program.

## VIII. RECORD RETENTION

The Provider will retain financial, administrative, and confidential client records in accordance with 7 AAC 81.180 and with Appendix E 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, under the health oversight agency exception of HIPAA. The Provider will seek approval and instruction from DOH before destroying those records in a manner approved by DOH. In the event a Provider organization or business closes or ceases to exist as a Provider, the Provider must notify DOH in a manner in compliance with 7 AAC 81.185 and Appendix E 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: [Alaska Background Check Program](#) or call (907) 334-4475 or (888) 362-4228 (intrastate 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 DOH, 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. Alaska Statutes and Administrative Code may be reviewed at: [Alaska Statutes and Administrative Code](#) including AS 47.

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 DOH 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 DOH, 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.

DOH 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 DOH; 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 DOH 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 DOH with a response that adequately justifies a discovery of questioned costs or other audit exceptions.

## **XIII LIMITATION OF APPROPRIATIONS**

DOH is funded with State/Federal funds, which are awarded on an annual basis. During each state fiscal year, DOH 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 DOH 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 DOH 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 DOH for a claim of, or liability for, the independent negligence of DOH. If there is a claim of, or liability for, the joint negligent error or omission of the Provider and the independent negligence of DOH, fault shall be apportioned on a comparative fault basis.

“Provider” and “DOH,” 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 DOH’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 DOH that change in law affecting this Agreement has occurred, the Provider will promptly agree to enter into negotiations with DOH to update this Agreement to ensure compliance with those changes.

#### **XVI TERMINATION OF AGREEMENT AND APPEALS**

The Provider agrees to notify DOH 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 DOH.

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, DOH may terminate this Agreement with 30 days' notice. A Consultant 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 DOH.

This Agreement remains in force until the Provider or DOH 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

DEPARTMENT OF HEALTH

\_\_\_\_\_  
Signature of Authorized Provider Representative & Date

\_\_\_\_\_  
Signature of DOH Representative & Date

\_\_\_\_\_  
Printed Name Provider Representative & Title

**Amy Burke, Grants, Contracts and Facilities Chief**  
Printed Name - DOH Representative & Title

**Provider Contact & Mailing Address**

**DOH Contacts & Mailing Addresses**

**PROGRAM CONTACT**

Eric Talbert, Health Program Manager II  
Division of Behavioral Health  
3601 C St Ste 878  
Anchorage, AK 99503-5935  
Ph. 907-269-3626 Fax 907-269-8166  
Email: [eric.talbert@alaska.gov](mailto:eric.talbert@alaska.gov)  
DSM: [eric.talbert@hss.soa.directak.net](mailto:eric.talbert@hss.soa.directak.net)

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Provider Phone Number/ Fax Number

**ADMINISTRATIVE CONTACT**

**Katlyn Felkl, Grants Administrator**  
Grants & Contracts Support Team  
PO Box 110650  
Juneau, AK 99811-0650  
Ph. 907-465-8657 Fax 907-465-8678  
Email: [katlyn.felkl@alaska.gov](mailto:katlyn.felkl@alaska.gov)

\_\_\_\_\_  
Provider Email Address

\_\_\_\_\_  
Provider's Federal Tax ID Number

\_\_\_\_\_  
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, Resolution for Alaska Native Entities, using the form provided as Appendix F 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](mailto:HSS.FMS.Grants.Provider.Agreements@alaska.gov)**