

State of Alaska
Department of Family and Community Services
Financial Management Services
P.O. Box 112650, Juneau, AK 99811

**COMPLEX PLACEMENT
PROVIDER AGREEMENT**

_____, (Provider) enters into a Provider Agreement with the State of Alaska, Department of Family and Community Services (DFCS) for the purpose of providing placement and/or care services to individuals with urgent and/or complex placement needs. 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. Alaska Statutes: B-1. AS 47.30.660; and B-2. AS 47.30.700-775
- C. Privacy and Security Procedures for Providers
- D. Resolution for Alaska Native Entities
- E. SOA DFCS HIPAA Business Associates Agreement
- F. How to Obtain a State of Alaska Vendor Number

I. PROVIDER ELIGIBILITY

The Provider agrees to the provisions of 7 AAC 81, Grant Services for Individuals (Appendix A), as well as all other applicable state and federal law; and declares and represents that it meets the eligibility requirements for a Service Provider for this Agreement. With the signed Agreement, the Provider must submit the following documentation:

- A. Proof of a Federal Tax ID Number;
- B. A current State of Alaska Business License;
- C. Alaska Native entities¹ entering into a Provider Agreement with DFCS 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. Necessary credentials for service personnel, such as copies of valid and current certifications or licenses;
- E. Necessary licensing/certifications for the service facility;
- F. Upon request: proof of any other mandatory education/training/relationship/location/agency P&P, etc. that is necessary for eligibility as a provider.
- G. Provider Background Check Policy and Procedures per Section IX(A)(1)(ii) of this Provider Agreement;
- H. Certificates of Insurance per Section IX (B) of this Provider Agreement
- I. Completed Appendix E – SOA DFCS HIPAA Business Associates Agreement

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

- A. The provisions of Appendix C, Privacy & Security Procedures.

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.

- 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 DFCS clients through this Agreement and to keep current the necessary documentation on file with DFCS to demonstrate compliance.

II. DESCRIPTION OF SERVICES

The complex placement program is designed to assist the state with providing placement options involving high-needs, complex, hard-to-place individuals in need of services.

All services must be conducted by an individual with the appropriate professional license and in an appropriately licensed facility as determined by the state in which they are licensed. Services may include, but are not limited to:

- Home and community-based services, such as personal care services, residential, group home, family habitation, day habitation, chore, transportation services and dementia care;
- Assisted living, i.e., properly licensed housing for individuals who are not able to live independently;
- General medical services, supervised or provided by a medical practitioner;
- Psychiatric services including but not limited to assessment, medication management, psychotherapy, and consultation, provided by or supervised by a psychiatrist including inpatient psychiatric treatment for individuals that are gravely disabled or present a likelihood of serious harm to self or others;
- Psychological services, including assessments and treatment either on-site or by contract;
- Social work services such as appropriate discharge services, treatment, discharge planning, care coordination, and family and individual meetings and therapy;
- Nursing services, supervised by a registered nurse;
- Care coordination for Alaskans living in state or who have been placed out of state, to include reimbursed travel
- Psychological testing, such as dementia screening, IQ testing, neuro-psych testing diagnosis, and clarification testing performed by a licensed clinical psychologist;
- Mental health counseling to include both individual and group therapy performed by a licensed therapist;
- Individual psychotherapy and group psychotherapy;
- Therapeutic occupational and activity programs supervised by a licensed occupational therapist;
- A transfer agreement with a general acute hospital in case of life-threatening illness; and
- Documentation of treatment plan, treatment, and outcomes of that treatment.

III. CLIENT ELIGIBILITY

The target population is those who have complex placement needs that cannot be met in Alaska at all, or that must be resolved in a short timeframe while an appropriate placement in Alaska can be established.

This population may include individuals who have been ordered to receive hospitalization for evaluation for civil commitment purposes but who have specialized needs for care that the State of Alaska cannot provide.

This population could encompass all age groups, clinical presentations, and funding sources. This provider agreement does not apply to any services outlined under 7 AAC 53.300 – 7 AAC 53.370 in connection with children in state custody or under supervision.

IV. BILLING

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

When a client is referred, the Provider will create an individualized service plan and include the detailed schedule of fees for specified services along with the daily bed rates for the client. This individualized service plan must be sent to the DFCS Program Contact listed on the signature page of this Provider Agreement for review and approval. Any deviation from this fee structure or costs in excess of the anticipated cost per client must be pre-approved by the DFCS program staff. In the event of an emergency requiring deviation, DFCS program contact must be notified as soon as possible and reserves the right to deny payment if the fee is deemed inappropriate.

DFCS 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 DFCS 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 DFCS for clients with a primary payer source. If DFCS pays for a service, and a primary payment source subsequently submits payment for the same service, the Provider shall credit back to DFCS any other-source payments received by the provider.

Except when good cause for delay is shown, DFCS will not pay for services unless the Provider submits a claim within 30 days of the date the service was provided. DFCS 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 DFCS issues payment are considered certified as true and accurate, unless written notice of an error is sent by the Provider to DFCS within 30 days after the receipt of electronically transferred funds or endorsement of the issued payment warrant.

The invoice must be in a format approved by the DFCS's Program Contact and must include:

- Provider's name, address, and phone number;
- Invoice number;
- Provider Agreement number;
- Detailed and itemized description of services performed and time billed.

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 DFCS until such information is received by DFCS.

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 DFCS, 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

Before transmitting personally identifiable client information reported under the terms of this Agreement, the Provider must call or email the DFCS 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.

DFCS 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: <http://health.alaska.gov/hit/pages/direct-secure-messaging.aspx> and information concerning the Alaska Personal Information Protection Act at <http://www.law.state.ak.us/department/civil/consumer/4548.html>

DSM contact information for this Provider Agreement

Primary program contact: Tammie Wilson, Special Assistant;

DSM: tammie.wilson@hss.soa.directak.net

First back-up program contact: Chrissy Vogeley, Special Assistant II; DSM:

christina.vogelely@hss.soa.directak.net

Second back-up program contact: Ashley Christopherson, Project Coordinator; DSM:

ashley.christopherson@hss.soa.directak.net

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 DFCS 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 DFCS staff to ensure compliance with service protocols. The Provider will ensure that DFCS 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 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 Family and Community Services, under the health oversight agency exception of HIPAA. The Provider will seek approval and instruction from DFCS before destroying those records in a manner approved by DFCS. In the event a Provider organization or business closes or ceases to exist as a Provider, the Provider must notify DFCS 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 background check requirements.
 - i. For Providers within Alaska, compliance under AS 47.05.300-390 and 7 AAC 10.900-990 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://DFCS.alaska.gov/dhcs/Pages/cl/bgcheck/default.aspx> or call (907) 334-4475 or (888) 362-4228 (intra-state toll free);
 - ii. Providers located outside of Alaska and serving DFCS clients at their out of State facility are subject to the background check requirements for the State in which they operate. Out of State Providers must submit a copy of the Provider’s Background Check Policy and Procedures with their signed Provider Agreement. If there are no state background check requirements in the state in which the Provider operates, the Provider shall be subject to the standards in section IX.A.2.i.
 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 DFCS, 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 DFCS 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 DFCS, 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.

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

XIII LIMITATION OF APPROPRIATIONS

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

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

XVI TERMINATION OF AGREEMENT AND APPEALS

The Provider agrees to notify DFCS 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 DFCS.

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, DFCS 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 DFCS.

This Agreement remains in force until the Provider or DFCS 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 FAMILY & COMMUNITY SERVICES

Signature of Authorized Provider Representative & Date

Signature of DFCS Representative & Date

Printed Name Provider Representative & Title

Kyle Scherrer; Grants, Division Operations Manager
Printed Name – DFCS Representative & Title

Provider Contact & Mailing Address

DFCS Contacts & Mailing Addresses

PROGRAM CONTACT

Tammie Wilson
Special Assistant
Department of Family and Community Services
350 Main Street, Suite 404
Juneau, AK 99801
Phone: (907) 454-5930
DSM: see subsection VI, above

Provider Phone Number/ Fax Number

ADMINISTRATIVE CONTACT
Kyle Scherrer, Division Operations
Manager

Financial Management Services
PO Box 112650
Juneau, AK 99811-2650
Ph. 907-465-1624
kyle.scherrer@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, 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)
- Out of State Business or Non-Profit