

State of Alaska
Department of Family and Community Services
Grants & Contracts Support Team
P.O. Box 112650, Juneau, AK 99811-2650

**MID-LEVEL HEALTHCARE PRACTITIONER LOCUM TENENS SERVICES PROVIDER
AGREEMENT**

_____, (Provider) enters into a Provider Agreement with the State of Alaska (State), Department of Family & Community Services (DFCS) for the purpose of providing licensed mid-level healthcare practitioners (Locum Tenens) for temporary services at the Alaska Psychiatric Institute (API). By entering into this Provider Agreement (Agreement), the Provider agrees to the following, including all applicable provisions of Appendices A-D:

APPENDICES:

- A. 7 AAC 81, Grant Services for Individuals, Revised February 20, 2024.
- B. Program/Licensing Statutes & Regulations or Service Guidelines (State Medical Board Statutes and Regulations; <http://commerce.state.ak.us/dnn/Portals/5/pub/MedicalStatutes.pdf>)
- C. Privacy & Security Procedures for Providers
- D. Resolution for Alaska Native Entities

I. PROVIDER ELIGIBILITY

The Provider agrees to the provisions of 7 AAC 81, Grant Services for Individuals (Appendix A), as well as all other applicable state and federal law; and declares and represents that it meets the eligibility requirements for a Provider for this Agreement by meeting these established criteria:

- 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 agree to provide a waiver of immunity from suit for claims arising out of activities of the provider related to this Agreement (Appendix D);
- D. Must ensure Locum Tenens has a criminal background check completed prior to entering the API. (The Provider must complete background checks within 30 days of employment but prior to medical and/or psychiatric practitioners entering in API) and in accordance with The Joint Commission and Centers for Medicare & Medicaid Services guidance for hospitals to maintain accreditation.)
- E. Providers will agree to the provisions of the attached Privacy & Security Procedures (Appendix C).
- F. Must have current malpractice insurance as a provider and/or by Locum Tenens as your company policy dictates. A copy of the current malpractice insurance will be sent to API prior to the Locum Tenens' arrival at API. Malpractice insurance is NOT available through the Department of Health and Social Services.

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.

The Provider further agrees that they will verify and provide API copies of qualifications (listed below) of any Locum Tenens (medical or psychiatric) they place at API prior to the beginning of the Locum Tenens' assignment at API.

II. DESCRIPTION OF SERVICES

PROVIDER

Providers should refer to Appendix A for additional information for the provision of services applicable to this Provider Agreement.

- A. The Provider will locate and arrange for Locum Tenens who meet the qualifications set out in **Section III: Qualifications of Practitioners.**
- B. The Provider will verify all healthcare practitioner licensures are in good standing and provide API with a letter verifying licensure.
- C. The Provider will screen and thoroughly credential any potential Locum Tenens candidates prior to being presented to API.
- D. The Provider will reference, through survey or verbal interview of peers and past employer/supervisors, all Locum Tenens and provide copies of such to API at time of presentation.
- E. The Provider will provide malpractice insurance coverage through the Provider's insurance carrier, and/or ensure all Provider Locum Tenens assigned to API have malpractice insurance on file at API prior to arrival.
- F. The Provider will arrange all aspects of travel for and provide suitable housing accommodation and local transportation to each Locum Tenens.
- G. The Provider will ensure that all Locum Tenens comply with the American Medical Association (AMA), The Joint Commission, Health Insurance Portability and Accountability Act (HIPAA), and federal, state and local standards relating to patient care.
- H. The Provider will make payment to the Locum Tenens who are providing services to API.
- I. The Provider will verify that each Locum Tenens referred to API is skilled, comfortable and/or has prior experience with the use of an electronic medical record, computerized progress note, and computerized order entry. Should skills be lacking, the Provider will disclose this issue to the API Chief Staff Psychiatrist in writing prior to referral.
- J. The Provider will insure that all Locum Tenens assigned to API agree to abide by the API Medical Staff Rules, Regulations, and By-Laws. In the event an assigned Locum Tenens is found to not abide by the aforementioned expectations, the Provider will identify and arrange for a replacement within 14 days of notification by the API Chief Staff Psychiatrist's office.
- K. The Provider will identify and provide coverage for scheduled leave of absence during the Locum Tenens assignment at API. Locum Tenens are eligible for scheduled leave from API if their assignment is greater than 6 consecutive months. Leave will not be honored, regardless of coverage by Provider, if the assignment is less than 6 months.

III. QUALIFICATIONS OF PRACTITIONERS

ADVANCED NURSE PRACTITIONER (PROVIDING THE SERVICE) REQUIREMENTS

- A. Have completed an advanced training curriculum leading up to the degree and certification as a Nurse Practitioner;
- B. If filling a psychiatric staff position, have approved secondary training or additional certification as a Psychiatric-mental health nurse practitioner (PMHNP) or equivalent experience working in a psychiatric setting. If filling a medical officer position, have approved secondary training or certification as a Family Nurse Practitioner;
- C. Have an Alaska Nurse Practitioner license issued by the State Nursing Board;
- D. Have a National Provider Identifier available for API to prepare claims/billing of Medicare and Medicaid patients; and other third party insurances. The practitioner will NOT bill directly to Medicare, Medicaid or other third party insurances;
- E. Be in good standing to practice medicine and confirm by providing a letter stating such through the Providers credentialing/verification department;
- F. Agree to abide by the API Medical Staff Bylaws and API Medical Staff Rules and Regulations;
- G. Agree to notify Provider and API Chief Staff Psychiatrist of intention for scheduled leave at least 3 months prior to date of leave. Locum Tenens practitioners are not eligible for scheduled leave if assignment is less than 6 consecutive months.
- H. All practitioners providing patient care services at API are required to meet the applicable standards in the current Comprehensive Accreditation Manual for Hospitals (CAMH) by The Joint Commission. These include the following requirements:
 - 1) The practitioner shall provide timely care as defined by API that meets the applicable standards in the current CAMH (including but not limited to licensing, credentialing, and subject to peer review);
 - 2) The practitioner shall provide for the consistent performance (quality assurance/quality improvement) of patient care processes according to the applicable standards in the current CAMH;
 - 3) The practitioner recognizes the right and responsibility of API to monitor their performance, which may include the right for API to conduct random independent peer review of the practitioner's performance in providing patient care services.

PHYSICIAN ASSISTANT-CERTIFIED (PROVIDING THE SERVICE) REQUIREMENTS

- A. Have completed an advanced training curriculum leading up to the degree of Physician Assistant and having received certification through the National Commission on Certification of Physician Assistants (NCCPA);
- B. If filling a psychiatric staff position, have approved secondary training or additional certification in psychiatric care, or equivalent experience working in a psychiatric setting. If filling a medical officer position, have approved secondary training or equivalent experience working in a general medicine (including adolescent and geriatric health) setting.
- C. Have an Alaska Physician Assistant license issued by the State Medical Board;
- D. Have a National Provider Identifier available for API to prepare claims/billing of Medicare and Medicaid patients; and other third party insurances. The practitioner will NOT bill directly to Medicare, Medicaid or other third party insurances;

- E. Be in good standing to practice medicine and confirm by providing a letter stating such through the Providers credentialing/verification department;
- F. Agree to abide by the API Medical Staff Bylaws and API Medical Staff Rules and Regulations;
- G. Agree to notify Provider and API Chief Staff Psychiatrist of intention for scheduled leave at least 3 months prior to date of leave. Locum Tenens practitioners are not eligible for scheduled leave if assignment is less than 6 consecutive months.
- H. All practitioners providing patient care services at API are required to meet the applicable standards in the current Comprehensive Accreditation Manual for Hospitals (CAMH) by The Joint Commission. These include the following requirements:
 - 1) The practitioner shall provide timely care as defined by API that meets the applicable standards in the current CAMH (including but not limited to licensing, credentialing, and subject to peer review);
 - 2) The practitioner shall provide for the consistent performance (quality assurance/quality improvement) of patient care processes according to the applicable standards in the current CAMH;
 - 3) The practitioner recognizes the right and responsibility of API to monitor their performance, which may include the right for API to conduct random independent peer review of the practitioner's performance in providing patient care services.

PSYCHIATRIC PRACTITIONER DESCRIPTION OF CLIENT SERVICES:

Under the general direction of the API Chief Staff Psychiatrist, the psychiatric practitioner will be responsible for providing clinically acceptable psychiatric services to API patients including:

- A. It is expected that the psychiatric practitioner have familiarity, competence, and experience with community standards of care as well as a thorough understanding of and ability to demonstrate competency for acute, inpatient psychiatric care with a focus on recovery-oriented treatment;
- B. As a senior member of the treatment teams, the psychiatric practitioner is responsible for coordinating with all other treatment team members to ensure accurate diagnosis and prompt, safe, and effective treatment for all patients.
- C. Ensures that all diagnostic and treatment activities occur within the framework of Alaska State Laws, Alaska Administrative Codes, Department of Family and Community Services Policies and Procedures, and Alaska Psychiatric Institute Policies and Procedures.
- D. Assumes direct clinical responsibility for (and may be held legally accountable for) fundamental decisions regarding patient care and management.
- E. Prescribes medication, conducts individual and group psychotherapy, plans and conducts special therapeutic procedures.
- F. Prepares timely, thorough, and accurate admission assessments, discharge summaries, and other required medical records, as well as necessary reports and correspondence concerning patient evaluation and care. Systematically documents patient progress. Provide truthful and accurate testimony in judicial hearings for involuntary commitment and/or judicial permission for involuntary medication administration.
- G. Collaborates with courts and correctional facilities to provide screening, evaluation, and consultation regarding treatment for persons referred by courts or correctional facilities as needed.
- H. Shares in on-call (Officer of the Day, House Officer) duties.

- I. Provides emergency medical care when necessary.
- J. May be assigned other duties by the API Chief Staff Psychiatrist.

IV. OBLIGATIONS

PROVIDER (AGENCY) OBLIGATIONS

1. To provide Locum Tenens who meet the provider eligibility criteria and also meet the Qualifications of Practitioners as identified in this Agreement.
2. To educate Locum Tenens of the expectations of the assignment.
3. To provide Locum Tenens who comply with performance objectives and expectations as per API Medical Staff Rules, Regulations and By-Laws and as per Ongoing Professional Performance Evaluation (OPPE)/Focused Professional Performance Evaluation (FPPE)/Proctoring criteria as set forth by the Medical Executive Committee of API.
4. In the event the assigned Locum Tenens does not meet performance expectations, provide an immediate and qualified replacement for the duration of the assignment.

ALASKA PSYCHIATRIC INSTITUTE OBLIGATIONS:

1. Notify the Provider of the acceptability of any Locum Tenens presented to API within two (2) weeks of initial presentation.
2. Provide Locum Tenens, according to the required specialty, with reasonable work schedule, maintained usual and customary equipment, supplies, a suitable practice environment complying with accepted clinical and procedural standards and, as necessary, appropriately trained support staff to enable Locum Tenens to perform their services.
3. Assist the Locum Tenens in obtaining hospital privileges as applicable.
4. Comply with American Medical Association (AMA), The Joint Commission, Health Insurance Portability and Accountability Act (HIPAA), federal, state, and local standards relating to patient care.
5. API Chief Staff Psychiatrist or designee will supply the assigned Locum Tenens with the necessary information regarding the hospital policies and procedures; state and federal regulations, Center for Medicare & Medicaid System (CMS), Health Insurance Portability and Accountability Act (HIPAA), the Joint Commission, and other regulations.
6. Provide accurate performance driven data in a timely manner if requested by the Locum Tenens or Provider.
7. Provide the Provider with a current copy of the API Medical Staff By-Laws, Rules and Regulations, OPPE/FPPE/Proctoring criteria as requested.
8. Provide the Provider prompt notice of underperforming Locum Tenens that warrant replacement. The API Chief Staff Psychiatrist's office will provide a single warning to the Provider of the potential for replacement if performance criteria are not met within the first 30 days of assignment. Performance criteria not met after the first 30 days of assignment will not have a warning prior to request for replacement.

V. CLIENT ELIGIBILITY

Locum Tenens services are for clients designated as eligible by API via their admission to the API. Services include the TeleBehavioral Health (TBH) program (including consultation, evaluation and management) with TBH enrolled sites throughout the State of Alaska as assigned by the API Chief Staff Psychiatrist.

VI. BILLING

The Provider will bill API monthly or semi-monthly (1-15 and 16-end of month) to ensure timely submission of invoices and payment through the Alaska Statewide Accounting System (The State of Alaska assumes no responsibility for housing, transportation to and from Alaska, malpractice coverage, and local transportation). Hours worked in excess of routine hours/day or 40 hours/week must have prior approval of the API Chief Staff Psychiatrist. The Provider shall be compensated for services rendered within 30 days following the State's review and acceptance of each invoice. Billing statement must include the Company Name, Company remit to address, Locum Tenens providing service (each Locum Tenens requires separate billing), date of service, total hours (breakdown between regular hours, on call, holiday, etc. are required), and Provider Agreement number.

The Provider shall submit invoice billings to the following address:

Alaska Psychiatric Institute
 Attn: Contracts Office
 Email: fcs.api.contracts@alaska.gov
 3700 Piper Street
 Anchorage, Alaska 99508-4665

Notwithstanding any other provision of this Provider Agreement, it is understood and agreed that the State shall withhold payment at any time the Provider fails to perform work as required under this Provider Agreement.

Psychiatric Practitioner (Nurse Practitioner or Physician Assistant) Services shall be compensated as follows:

1. Weekday (Monday through Friday) psychiatric practitioner services are generally 40 hours per week, between the hours of 8:00 a.m. and 4:00 p.m.
 - Weekday Rate: \$1,240.00/weekday shift. \$6,200/week (based on 40 hours per week). If less than 40 hours are worked in one week, the pay will be based on \$155.00 per hour.
2. Hours worked in excess of routine hours per day or 40 hours per week (i.e. Overtime/OT) must have prior approval from the API Chief Staff Psychiatrist or API Chief Executive Officer to be eligible for compensation.²

² Eligibility for overtime is based on a case load of 15 or more inpatients, extended hours due to court duties, or complexity of caseload. Overtime is not granted based on inability to complete documentation in a timely manner.

- **Overtime Rate:** \$167.50 per hour (after 40 hours/week or greater than routine hours/day based on advanced case load²), exclusive of weekend on-call duties as approved in advance by the API Chief Staff Psychiatrist.
3. Holiday payment terms: All assigned hours worked on the following observed holidays will be compensated at **overtime rate**. The following are holidays eligible for holiday duty rates. Assigned hours are 8am to 4pm. Locum Tenens are expected to provide services as usual (at Weekday rates) for State of Alaska holidays other than those listed below:
- New Year's Day
 - Martin Luther King Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day

The holiday payment rate is for hours worked on site only. On-call (Officer of the Day) cell phone coverage for holidays is not included and is not eligible for OT rate payment.

4. Weekend payment terms: Weekend services are reimbursed at the **overtime rate**. Standard work hours for weekends are 8am to 4pm. The weekend payment rate is for hours worked on site only. On-call (Officer of the Day) cell phone coverage for weekends is not included and is not eligible for OT rate payment.
5. No compensation for holiday(s) or weekends not physically worked. The API Chief Staff Psychiatrist assigns holiday and weekend duty/staffing for the hospital.
6. On-call payment terms. If on-call duties are required, payment will be according to daily rates as follows:

In-hospital call 8:00 a.m.-4:00 p.m. of scheduled work days for routine unit questions, no compensation.

After hours (by API cell phone) call, as assigned, 4:00 p.m. – 8:00 a.m. (16 hours), \$125.00 per scheduled call day.

Holiday & Weekend: After hours cell phone call is reimbursed at the same per scheduled call rate as weekdays; a single \$125.00 flat fee. This may be in addition to the weekend or holiday flat rate charge for house coverage.

7. No compensation for days/hours not worked, lunch/break(s), time out of the API, or time off API grounds unless expressly authorized by the API Chief Staff Psychiatrist prior to the action.

In the event any Practitioner under this agreement is routinely or frequently requesting overtime, the Practitioner's work habits may be audited. Inability to complete assigned tasks within the standard work day may result in a request for reassignment of the Locum Tenens by the API Chief Staff Psychiatrist.

Medical Practitioner (Nurse Practitioner or Physician Assistant) shall be compensated as follows:

1. Weekday (Monday through Friday) practitioner services are generally 40 hours per week, between the hours of 8:00 a.m. and 4:00 p.m.
 - **Weekday Rate:** \$1,000.00/weekday shift. \$5,000/week (based on 40 hours per week). If less than 40 hours are worked in one week, the pay will be based on \$125.00 per hour.
2. Hours worked in excess of routine hours per day or 40 hours per week (i.e., Overtime/OT) must have prior approval from the API Chief Staff Psychiatrist or API Chief Executive Officer to be eligible for compensation²
 - **Overtime Rate:** \$135.00/hour (after 40 hours /week or 8 hours/day) based on advanced case load³, exclusive of weekend on-call duties as approved in advance by the API Chief Staff Psychiatrist.
3. Holiday payment terms: All assigned hours worked on the following observed holidays will be compensated at **overtime rate**. Locum Tenens are expected to provide services as usual (at weekday rates) for State of Alaska holidays other than those listed below:
 - New Year's Day
 - Martin Luther King Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day

The holiday payment rate is for hours worked on site only. On-call (Officer of the Day) cell phone coverage for holidays is not included and is not eligible for OT rate payment).

4. Weekend payment terms: Weekend services are reimbursed at the **overtime rate**. Standard work hours for weekends are 8am to 4pm. The weekend payment rate is for hours worked on site only. On-call (Officer of the Day) cell phone coverage for weekends is not included and is not eligible for OT rate payment.
5. No compensation for holiday(s) or weekends not physically worked. The API Chief Staff Psychiatrist assigns holiday and weekend duty/staffing for the hospital.

³ Eligibility for overtime is based on a case load of 15 or more inpatients, extended hours due to court duties, or complexity of caseload. Overtime is not granted based on inability complete documentation in a timely manner.

6. On-call payment terms. If on-call duties are required, payment will be according to daily rates as follows:

In-hospital call 8:00 a.m.-4:00 p.m. of scheduled work days for routine unit questions, no compensation.

After hours (by API cell phone) call, as assigned, 4:00 p.m. – 8:00 a.m. (16 hours), \$100.00 per scheduled call day.

Holiday & Weekend: After hours cell phone call is reimbursed at the same per scheduled call rate as weekdays; a single \$100.00 flat fee. This may be in addition to the weekend or holiday flat rate charge for house coverage.

7. No compensation for days/hours not worked, time out of the API, or time off API grounds unless expressly authorized by the API Chief Staff Psychiatrist prior to the action.
8. On site (during weekends or after hours) is compensated at the overtime rate; however, availability for phone consultation is NOT compensated.

In the event any Practitioner under this agreement is routinely or frequently requesting overtime, the Practitioner's work habits may be audited. Inability to complete assigned tasks within the standard work day may result in a request for reassignment of the Practitioner by the API Chief Staff Psychiatrist.

RECRUITMENT FEE:

A recruitment fee of up to \$10,000 is applicable if any non-physician practitioner (locum tenens) from this Provider is placed as a permanent full time Alaska Psychiatric Institute staff practitioner within one (1) year of service as a locum tenens at API under this Agreement. The fee will be reduced by \$1,000 per locum tenens month, up to \$4,000 maximum reduction per Locum Tenens.

VII. SUBCONTRACTS

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

No assignment or delegation: the Provider may not assign or delegate this Provider Agreement, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the FCS/DBH/API.

No additional work or materials: no claim for additional services, not specifically provided in this Agreement, performed or furnished by the Provider and/or Locum Tenens, will be allowed, nor may the Provider and/or Locum Tenens do any work or furnish any material not covered by this Agreement unless the work or material is ordered in writing by the Department of Health and Social Services.

VIII. CONFIDENTIALITY AND SECURITY OF CLIENT INFORMATION

The Provider assigned Locum Tenens will ensure compliance with the Health Insurance Portability & Accountability Act of 1996 (HIPAA), if applicable, and other federal and state requirements for safeguarding information, preserving confidentiality and for the secure transmission of records, electronic or not, to FCS. Client information is confidential and cannot be released without the written authorization of the client and FCS, 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.

IX. 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. The Provider agrees to submit any reporting information required under this Agreement and to make available information deemed necessary by FCS 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 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 FCS staff to ensure compliance with service protocols. The Provider will ensure that FCS staff has access to program files for the purposes of follow-up, quality assurance monitoring and fiscal administration of the program.

X. RECORD RETENTION

The Provider will retain financial, administrative, and confidential client records in accordance with 7 AAC 81.180 and with Appendix C to this Agreement. Upon request, the Provider agrees to provide copies of the Provider's records created under this Agreement to the Department of Health and Social Services, under the health oversight agency exception of HIPAA. The Provider will seek approval and instruction from FCS before destroying those records in a manner approved by FCS. In the event a Provider organization or business closes or ceases to exist as a Provider, the Provider must notify FCS in a manner of compliance with 7 AAC 78.185 and Appendix C to this Agreement.

XI. 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 Occupational Safety & Health Administration (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. Require criminal screening of both paid and volunteer employees having supervisory or disciplinary power over children or dependent adults, to be completed and submitted within 45 days of hire, under the authority of 7 AAC 81.130(a) and AS 12.62.160(b)(10) but will be required to have results prior to the employee(s) arrival;
 3. Compliance with AS 47.24.010, Reports of Harm, including notification to employees of their responsibilities under that section to report harm to children and vulnerable adults;
- B. The Provider agrees to maintain appropriate levels of insurance necessary to the responsible delivery of services under this Agreement, which will include items 1 and 2 below, and may include all the following that apply to the circumstances of the services provided:
1. Workers Compensation Insurance, the policy must waive subrogation against the State. Commercial General Liability Insurance - covering all business premises and operations used by the Locum Tenens in the performance of services under this Agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
 - 2.
 3. Commercial General Automobile Liability Insurance - covering all vehicles used by the Practitioner in the performance of services under this Agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
 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 and/or Locum tenens of clinical or residential services, or for any other Provider and/or Locum Tenens for whom a mistake in judgment, information, or procedures may affect the welfare of clients served under the Provider Agreement.

XII. 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). 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.

XIII. CIVIL RIGHTS

The Provider shall comply with the requirements of the following federal statutes:

- A. The Civil Rights Act of 1964;

- B. Drug Free Workplace Act of 1988
- C. Americans with Disabilities Act of 1990

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).

The Provider may not exclude an eligible individual from receiving services, but with concurrence from FCS, 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.

XIV. ACCOUNTING AND AUDIT REQUIREMENTS

The Provider shall maintain the financial records and accounts for the Provider Agreement using generally accepted accounting principles.

FCS may conduct an audit of a provider's operations at any time FCS determines that an audit is needed. The auditor may be a representative of FCS; 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 FCS 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 FCS with a response that adequately justifies a discovery of questioned costs or other audit exceptions.

XV. LIMITATION OF APPROPRIATIONS

FCS is funded with state and federal funds, which are awarded on an annual basis. During each state fiscal year, FCS 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 FCS 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.

XVI. INDEMNIFICATION AND HOLD HARMLESS OBLIGATION

The Provider shall indemnify, hold harmless, and defend FCS from and against any claim of, or liability for error, omission, or negligent act of the Provider and/or Locum Tenens under this Agreement. The Provider shall not be required to indemnify FCS for a claim of, or liability for, the joint negligent error or omission of the Provider and/or Locum Tenens and the independent negligence of FCS. If there is a claim of, or liability for, the joint negligent error or omission of the Provider and/or Locum Tenens and the independent negligence of FCS, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

“Provider” and “FCS,” as used within this section, include the employees, agents, or Providers and/or Locum Tenens who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in FCS’s selection, administration, monitoring, or controlling of the Provider and/or Locum Tenens and in approving or accepting the Provider’s and/or Locum Tenens’ work.

XVII. 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 FCS that change in law affecting this Agreement has occurred, the Provider will promptly agree to enter into negotiations with FCS to amend this Agreement to ensure compliance with those changes.

XVIII. TERMINATION OF AGREEMENT AND APPEALS

The Provider agrees to notify FCS 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 FCS.

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, FCS 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 Provider assigned practitioners, as directed by FCS.

This Agreement remains in force until the Provider or FCS terminates the Agreement or a material term of the Agreement is changed.

PROVIDER

DEPT OF FAMILY & COMMUNITY SERVICES

Signature of Provider Representative & Date

Signature of DFCS Representative & Date

Printed Name Provider Representative & Title

Kyle Scheerer, Division Operations Manager

Provider Contact & Mailing Address

DFCS Contacts & Mailing Addresses

PROGRAM CONTACT

Alaska Psychiatric Institute
Attn: API Contracts Office
3700 Piper Street
Anchorage, AK 99508-3700
fcs.api.contracts@alaska.gov

Provider Phone Number/ Fax Number

ADMINISTRATIVE CONTACT

Bernadette Osborne, Grants Administrator
Family and Community Services
P.O. Box 112650
Juneau, AK 99811-2650
Phone (907) 465-8142
Fax (907) 465-8678
Bernadette.Osborne@alaska.gov

Federal Tax ID Number

Providers must identify the business entity type under which they are legally eligible to provide service and intending to enter into this Provider Agreement.

Check Entity Type:

- Private For-profit Business, licensed to do business in the State of Alaska
- Non-Profit Organization Incorporated in the State of Alaska, or tax exempt under 26 U.S.C. 501(c)(3)
- Alaska Native Entity, as defined in 7 AAC 78.950(1) All applicants under this provision must submit with their signed Agreement, a Waiver of Sovereign Immunity, using the form provided as Appendix D to this Provider Agreement.
- Political Subdivision of the State (City, Borough or REAA)

