

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

RELIEF NURSING SERVICES 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 psychiatric Relief Nursing services to Alaska Psychiatric Institute (API) clients for the State of Alaska's Relief Nursing Program. By entering into this Provider Agreement, the Provider agrees to the following, including all applicable provisions of the following Appendices:

APPENDICES:

- A. 7 AAC 81, Grant Services for Individuals, Revised 2022
- B. Program or Licensing Statutes & Regulations (Alaska Board of Nursing);
<https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing/BoardofNursing/NursingStatutesandRegulations.aspx>
- C. Privacy and 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 Service Provider for this Agreement. With the signed Agreement, the Provider must submit the following documentation:

- A. State of Alaska IRIS Provider Vendor Number is listed in the signed Provider Agreement;
- B. A current State of Alaska Business License;
- C. Alaska Native entities¹ entering into a Provider Agreement with 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. Copy of current Registered Nursing License in good standing with the State of Alaska;
- E. Copy of resume showing a minimum of 1 year experience in psychiatric inpatient environment. Resume must also include a professional reference that can attest to the Provider's experience;
- F. Provider must be an individual, agency, employment service, or other firm offering relief nursing services.
- G. Certificates of Insurance per Section IX (B) of this Provider Agreement

¹ "Alaska Native entity" means an Alaska Native organization that the Secretary of the Interior acknowledges to exist as an Indian tribe through the Federally Recognized Indian Tribe List Act of 1994, 25 U.S.C. 479a.

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

- A. The provisions of Appendix C, Privacy & Security Procedures.
- B. Facilities utilized for delivery of services meet current fire code, safety and ADA standards and are located where clients of the program services have reasonable and safe access.
- C. During the effective period of this Agreement, the provider agrees to keep current any and all licenses, certifications and credentials required of the provider agency, staff and facility to qualify for providing services to DFCS clients through this Agreement and to keep current the necessary documentation on file with DFCS to demonstrate compliance.

All licensed Registered Nurses (RN) must have the following qualifications:

- A. Current licensure in good standing as a Registered Nurse in the State of Alaska.
- B. Familiarity, competence, and experience with community standards of care.
- C. Have passed the Medication Administration exam with a passing score of 80% or higher.
- D. Be currently certified on Cardiopulmonary Resuscitation (CPR) under American Heart Association (AHA) standards and have documented competency in Blood Borne Pathogens and Age Specific Care.

II. DESCRIPTION OF SERVICES

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

- A. The Provider will recruit and provide psychiatric Nurses for relief nurse staff who meet the qualifications set out in the RN qualifications stated above on an as needed basis.
- B. The Provider will verify and document that all relief nurse licensures issued by the State of Alaska, Division of Occupational Licensing, (including temporary permits issued under Nursing Statute 12 AAC 44.320 (d), valid for six (6) months from the date of issuance or until a permanent license is issued or denied, whichever comes first) are in good standing. The Provider will provide API copies of all relief nurses' licensing requirement upon request.
- C. The Provider will screen and thoroughly credential any potential relief nurse candidates presented to API. This shall include review of prior employment, professional references, clinical background, and experience.
- D. The Provider will verify and document the professional competency of all relief nurse staff assigned to API.
- E. The Provider will provide at least two (2) hours advance notice if a scheduled relief nurse will be unable to work a shift.
- F. The Provider will ensure that background checks are performed for all relief nurses recommended to API and that the background checks are made available to API upon request.
- G. The Provider will verify that all relief nurses scheduled for API work have achieved passing scores of 80% or higher on a Medication Administration Exam. Written verification of a passing score shall be valid within one year of the examination's administration.
- H. The Provider will verify and maintain records of current immunizations for all relief nurses scheduled for API work including Hepatitis B, Measles, Mumps, Rubella, and a Tuberculosis (TB) screening.
- I. The Provider shall verify passing grades for relief nursing staff scheduled for API work in the following in-service trainings: Fire Safety, General and Electrical Safety, Patient Rights

and Responsibilities, Confidentiality, Safe Use of Restraints, Violence in the Workplace, hospital security, and agency-specific training provided by API.

- J. The Provider shall maintain personnel, medical, and training files for all relief nurses.
- K. The Provider shall provide to API upon request copies of relief nurses personnel and training files, credentials, and competencies.
- L. The Provider shall notify the API Nursing Director or designee of any complaints or concerns about the safety of the worksite or patient care within the facility in a timely manner.
- M. The Provider will ensure that all Provider personnel comply with the Alaska State Board of Nursing standards of practice, The Joint Commission (JC), Health Insurance Portability and Accountability Act (HIPAA), and federal, state and local standards relating to patient care.
- N. The Provider will be responsible for making payments to the relief nurses who are providing services to API.
- O. The Provider agrees to meet periodically with API staff. API may request meetings with both the contract agent and with the individual nurse. Meetings may be telephonic as appropriate to the topic. Examples of agent meeting topics include working out the logistics of scheduling, solving a problem, or discussing the performance concerns of a specific nurse. If a nurse is having performance problems, an API supervisor may meet with him/her during work hours, or API may ask the nurse to return (with pay) to meet with API staff. API requires all nurses to meet its hospital-wide safety competencies yearly through attendance at the Competency Fair.
- P. All Providers 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 Provider 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 Provider 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 Provider recognizes the right and responsibility of API to monitor the Provider's performance, which may include the right for API to conduct random independent peer review of the Provider's performance in providing patient care services.

Relief Nurses Description of Services

Under the general direction of the API Nursing Director or designee, the relief nurses will be responsible for providing the following services:

- A. Maintain a close working relationship with the API Clinical Staff, i.e., the Director of Nursing, Nursing Operations Coordinator, Nursing Shift Supervisors, all Licensed Independent Practitioners (LIP's), Staff Nurses, Psychiatric Nursing Assistants, Social Workers, Psychology and Rehabilitation Staff.
- B. Provide intermittent direct patient care coverage to all patient care units at API.
- C. Participating in an Electronic Health Records (EHR) system environment (experience preferred). API uses Meditech and it is expected that staff will eventually gain proficiency in this system if not already accomplished.

- D. Administer medications according to API policies and procedures (P&P) and API Nursing Department Procedures (NDP's).
- E. Complete all documentation relating to medication administration in the EHR including recording medications administered in the electronic medication administration record (e-MAR) including patient response to medication and education.
- F. Audit patient files for orders, signing off controlled substance monitors, and other related medication and administration activities.
- G. Complete RN assessments on patients' conditions, as necessary in response to patient complaints, staff concerns, LIP orders, emergency situations, and as required by the API P&P and NDP's.
- H. Provide close monitoring of patients as assigned, assuring a safe, secure, and therapeutic environment. Assist patients in daily living activities, such as hygiene, nutrition, and exercise.
- I. Report patients' conditions to the assigned Charge Nurse, Nursing Shift Supervisor, LIP, or other API staff as appropriate.
- J. Ensure that all 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.

Alaska Psychiatric Institute Obligations

- A. API will review the employment histories, competencies, and orientation and training received from the Provider for all Provider personnel (relief nurses) who serve under this agreement at API, and reserves the right to accept or reject relief nurses recommended to serve at API under this agreement. API also reserves the right to request in writing that a relief nurse staff no longer be utilized at the API worksite.
- B. API agrees to provide a minimum of two (2) hours advance notice of a shift cancellation. API will be charged for the canceled shift if two (2) hours' notice is not provided.
- C. API agrees to schedule relief nurses for a minimum of two (2) hours each time they are used.
- D. API agrees to provide a meal break to relief nurses for at least 30 minutes approximately midway of each shift. Meal breaks are not compensable hours.
- E. API agrees to verify hours worked by the relief nurses on the Provider employee's timesheet.
- F. API agrees to provide a safe and supportive staff environment by ensuring that the hospital nursing supervisor is available during all shifts.
- G. The API Nursing Director or designee will provide the Provider the necessary information regarding the hospital policies and procedures; state and federal regulations, Center for Medicare and Medicaid System (CMS) standards and regulations, requirements of the Health Insurance Portability and Accountability Act (HIPAA), The Joint Commission standards, and other pertinent regulations. API will comply with the American Nursing Association (ANA) standards, the aforementioned JC standards, HIPAA standards, and other relevant federal, state, and local standards relating to patient care.
- H. API will furnish the Provider with copies of all relevant policies, procedures, and other materials necessary for orientation to API.
- I. API agrees to provide Non-Abusive Psychological and Physical Intervention (NAPPI) training/recertification and a minimum of eight (8) hours facility- specific orientation/training, such as medication procedures, as mutually agreed between API and the Provider.

- J. API agrees not to enter into any agreement with Provider employees for the rendering of medical or professional services without paying recruitment fee (see recruitment fee section under "Billing", page 6),
- K. API will communicate with the Provider contract manager/supervisor regarding any relief nurse staff related issue that may arise including:
 - 1. Relief nurse's performance.
 - 2. Incidents of concern, including unprofessional conduct or unsatisfactory performance.
 - 3. Providing written documentation of incidents of concern so that the Provider may take appropriate steps.

III. CLIENT ELIGIBILITY

Provide Relief Nursing Services for Alaska Psychiatric Institute clients.

IV. BILLING

Payment Terms:

- A. For Relief Nursing Services provided, the Provider shall be compensated as follows:

	<u>Hourly Rate</u>	<u>Overtime Rate</u>
Registered Nurse:	\$100.00	\$110.00

- B. Overtime rate is defined as any hours worked in excess of eight hours (8) at API in a twenty-four (24) hour period, or any hours worked over forty (40) hours at API in one seven (7) day week (Monday through Sunday).
- C. Holiday payment terms.
 - 1. All hours worked on the following Holidays will be compensated at overtime rate:
 - New Year's Day (January 01)
 - Martin Luther King Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans' Day
 - Thanksgiving Day
 - Christmas Day
 - 2. No compensation for holiday not scheduled to work.
- D. Payment rates are all-inclusive. (The State of Alaska assumes no responsibility for housing, transportation to and from Alaska, malpractice coverage, and local transportation.)
- E. No compensation is given for Holiday not physically worked. Holiday hours worked not mentioned above will be compensated at a regular hourly rate.
- F. Hours worked in excess of 8 hours /day or 40 hours/week must have prior approval of the API Director of Nursing or designee.
- G. Only API Nursing Shift Supervisor or designee may approve hours worked by the relief nurses.

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.

Work Schedule

- A. Various Hours and Shifts: Relief Nurses coverage may be requested on a daily, weekly, or shift by shift basis:

Dayshift 7:00 a.m. - 3:00 p.m.;
Graveyard Shift: 11 :00 p.m. - 7:00 a.m.

May be asked to work 10 hour shift:
Dayshift 6:00 a.m. - 4:00 p.m.;
Graveyard Shift 10:00 p.m. - 8:00a.m. or

12 hour shifts:
Dayshift 7:00 a.m.- 7:30 p.m. or
Graveyard Shift 7:00 p.m. - 7:30 a.m.

- B. Meal Break: A meal break will be provided in the midway of the shift for at least 30 minutes. Meal break hours are not compensable unless the API Nursing Shift Supervisor or designee did not allow the relief nurse to take meal break due to unavoidable circumstances in the hospital.

Recruitment Fee

A recruitment fee of up to \$5,000 is applicable if any Provider relief nurse is placed as a permanent full time Alaska Psychiatric Institute staff nurse within 90 days of commencement of service at API under this Agreement. This fee will be waived by the Provider if the relief nurse is permanently placed after 90 days. The recruitment fee is calculated as ten percent (10%) of the nurse's annual salary based on the state salary schedule. If within 90 days of hire by API the nurse resigns or is terminated for any reason, the Provider will replace the candidate at once at no additional charge. If the replacement is not made within 90 days, the Provider will reimburse the State the amount of any recruitment fee paid less 20% of the nurse's gross earnings while employed with API.

Additional General Provisions

- A. 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.
- B. No additional work or materials: no claim for additional services, not specifically provided in this Agreement, performed or furnished by the Provider, will be allowed, nor may the Provider do any work or furnish any material not covered by this Provider unless the work or material is ordered in writing by API.
- C. Ownership of Documents: all notes, records, and other work developed in the performance of this Agreement are produced for hire and remain the sole property of State of Alaska and may be used by the State for any other purpose without additional compensation to the Provider. The Provider agrees not to assert any rights and not to establish any claim under the copyright laws.
- D. Governing Law: this Agreement is governed by the laws of the State of Alaska. All actions concerning this Agreement shall be brought in the Superior Court of the State of Alaska.
- E. Appeals: any issue concerning questions of fact arising under this Provider Agreement, which is not disposed of by mutual agreement shall be decided in accordance with 7 AAC 81.200 through 7 AAC 81.210, Request for appeal and Appeal Procedures (see Appendix A).
- F. The provision of services to eligible recipients and billing of such services to the department constitutes the provider's agreement to cooperate in reports, surveys, or audits conducted by

the department or by audits conducted under 2 AAC 45.010, and to comply with statutes and regulations applicable to the grant program from which the Provider will be paid.

- G. The Provider agrees to retain records necessary to disclose fully to the department the extent of services provided to recipients, and to provide to the department information regarding any specific payment.

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

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 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.

Providers submitting claims in paper form shall submit billings to the following address:

**Alaska Psychiatric Institute
Attn: Business Office
3700 Piper Street
Anchorage, Alaska 99508**

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 insure 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.

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.

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 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 Family and Community Services, Division of Health Care Services, Background Check Program (“BCP”) before employment or other service unless a provisional valid criminal history check has been granted under 7 AAC 10.920 or a variance has been granted under 7 AAC 10.935. For specific information about how to apply for and receive a valid criminal history check please visit <http://dhss.alaska.gov/dhcs/Pages/cl/bgcheck/default.aspx> or call (907) 334-4475 or (888) 362-4228 (intra-state toll free);
 3. Compliance with AS 47.17, Child Protection, and AS 47.24.010, Reports of Harm, including notification to employees of their responsibilities under those sections to report harm to children and vulnerable adults;
 4. If providing residential and/or critical care services to clients of 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 Federal 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 insure 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, Division Operations Manager
Printed Name - DFCS Representative & Title

Provider Contact & Mailing Address:

DFCS Contacts & Mailing Addresses:

PROGRAM CONTACT
Questions on the PA:
Alaska Psychiatric Institute
Attn: API Contracts Office
3700 Piper Street
Anchorage, AK, 99508-3700
Phone 907.269.7100
FCS.API.Contracts@Alaska.Gov

Provider Phone Number/ Fax Number

Provider Email Address

Provider's IRIS Vendor Number

ADMINISTRATIVE CONTACT

Bernadette Osborne, Grants Administrator

Family and Community Services

PO Box 112650

Juneau, AK 99811-2650

Ph. 907-465-8142

Bernadette.Osborne@alaska.gov

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

Check Entity Type:

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

Please email the completed Provider Agreement and supporting eligibility documentation to the following email address: fcs.fms.grants@alaska.gov