

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

**PHYSICIAN (LOCUM TENENS) 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 Physician (Locum Tenens) services at Alaska Psychiatric Institute (API). By entering into this Provider 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 2.20.2024
- B. Program/Licensing Statutes & Regulations or Service Guidelines (State Medical Board Statutes and Regulations)
- 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 entities<sup>1</sup> 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 physician has a criminal background check completed prior to entering API. (The Provider agency must ensure physician medical and/or psychiatric practitioners have background check completed within 30 days of acceptance to API but prior to entering API and in accordance with The Joint Commission and CMS guidance for hospitals to maintain accreditation.)
- E. Providers will agree to the provisions of the attached Privacy & Security Procedures.
- F. Must have current malpractice insurance as a provider and/or by the physician as your company policy dictates. A copy of the current malpractice insurance will be sent to API prior to physician arrival at API. Malpractice insurance is NOT available through the Department of Family and Community Services.

The Provider further agrees that they will verify and provide API copies of qualifications (listed below) of any physicians (medical, psychiatric, and/or practitioners) placed at API prior to the beginning of the physician's assignment at API.

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

## 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 physicians (locum tenens) who meet the qualifications set out in **Physician (Providing the Service) Requirements**.
- B. The Provider will verify all physician licensures are in good standing and provide API with a letter verifying licensure.
- C. The Provider will screen and thoroughly credential any potential physician candidates prior to being presented to API.
- D. The Provider will reference all physicians (locum tenens), including verification of licensure and provide copies of such.
- E. The Provider will provide malpractice insurance coverage through Provider's insurance carrier, and/or ensure all Provider physicians (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 physician (locum tenens).
- G. The Provider will ensure that all physicians (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 physicians (locum tenens) who are providing services to API.
- I. The Provider will verify that each physician referred to API are skilled, comfortable and/or have prior experience with the use of an electronic medical record, computerized progress note, computerized physician order entry and should skills be lacking, the provider will disclose this issue to the API Medical Director in writing prior to referral.
- J. The Provider will ensure that all physicians assigned to API agree to abide by the API Medical Staff Rules, Regulations, and By-Laws. In the event an assigned physician (Locum Tenens) is found to not abide by the aforementioned expectations, the Provider will send a replacement within 14 days of notification by the API Medical Director's office.
- K. The Provider will identify and provide coverage for scheduled leave of absence during the physician (Locum Tenens) assignment at API. Locum Tenens physicians 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.

## **PHYSICIAN (PROVIDING THE SERVICE) REQUIREMENTS**

- A. Have a Doctorate of Medicine or Osteopathy.
- B. If filling a psychiatrist position, have approved secondary training in psychiatry leading to Board certification or eligibility in the United States or foreign countries acceptable to the American Medical Association Board; if filling a medical officer position, have approved secondary training in family practice or internal medicine leading to Board certification or eligibility in the United States or foreign countries acceptable to the American Medical Association Board.
- C. Have an Alaska license issued by the State Medical Board.
- D. It is expected that the physician 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.
- E. Have a National Provider Identifier available for API to prepare claims/billing of Medicare and Medicaid patients; and other third party insurances. The physician will NOT bill.
- F. Be in good standing to practice medicine and confirm by providing a letter stating such through the providers credentialing/verification department.
- G. Agree to abide by the API Medical Staff Bylaws and API Medical Staff Rules and Regulations.
- H. Agree to notify Provider and API Medical Director of intention for scheduled leave at least 3 months prior to date of leave. Locum Tenens physicians are not eligible for scheduled leave if assignment is less than 6 consecutive months.
- I. All physicians 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 physician 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 physician 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 physician recognizes the right and responsibility of API to monitor the physician's performance, which may include the right for API to conduct random independent peer review of the physician's performance in providing patient care services.

## **PSYCHIATRIST (LOCUM TENENS) DESCRIPTION OF CLIENT SERVICES:**

Under the general direction of the API Medical Director, the Physician/Psychiatrist (Locum Tenens) will be responsible for providing clinically acceptable psychiatric services to API patients including:

- A. As a senior member of the treatment team(s) is responsible for coordinating with all other treatment team members to ensure accurate diagnosis and prompt, safe, and effective treatment for all patients.

- B. 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.
- C. Assumes direct clinical responsibility for (and may be held legally accountable for) fundamental decisions regarding patient care and management.
- D. Prescribes and administers medication, conducts individual and group psychotherapy, plans and conducts special therapeutic procedures.
- E. Collaborates with courts and correctional facilities to provide screening, evaluation, and consultation regarding treatment for persons referred by courts or correctional facilities as needed.
- F. Provides emergency medical care when necessary.
- G. 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.
- H. Shares on-call duties.
- I. May be assigned other duties by the Medical Director.

#### **MEDICAL OFFICER (LOCUM TENENS) DESCRIPTION OF CLIENT SERVICES:**

Under the general direction of the API Medical Director, the Physician/Medical Officer (Locum Tenens) will be responsible for providing clinically acceptable medical services including:

- A. Physician/Medical Officer is responsible for providing medical services to an inpatient population encompassing adolescents, adults, and geriatric patients at API.
- B. Physician/Medical Officer 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. Within 24 hours of admission, performs an assessment and physical examination on each patient and documents this appropriately.
- F. Specifically, takes medical histories, reviews systems, determines diagnoses, prescribes medications, orders treatments, determines need for further consultation by specialist outside of API, and determines necessity of Emergency Room referral for acute conditions.
- G. Reviews all reports of consultations, laboratory results, x-ray examinations, EKG, and EEG exams, and takes further action when medically indicated.
- H. Makes appropriate entry in the Medical Record regarding the care delivered.
- I. Provides emergency medical care when necessary.
- J. Orders and reviews all reports for consultations and orders further treatment when indicated.
- K. Provides after-hours availability by phone for consultation regarding issues of medical

stability and in-house medical concerns (hours to be determined and set by Medical Director).

- L. May be assigned other duties by the Medical Director.

### **PROVIDER (AGENCY) OBLIGATIONS**

1. To provide physician staff (locum tenens) who meet the provider eligibility criteria.
2. To educate physician staff (locum tenens) of the expectations of the assignment.
3. To provide physician staff (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 physician (locum tenens) does not meet performance expectations, provide an immediate (within 14 days) and qualified replacement for the duration of the assignment.

### **ALASKA PSYCHIATRIC INSTITUTE OBLIGATIONS:**

1. Notify the Provider of the acceptability of any physician (locum tenens) presented to API within two (2) weeks of initial presentation.
2. Provide the physician(s) (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 the physician(s) to perform their services.
3. Assist the physician 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 Medical Director or designee will supply the assigned physician 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 assigned physician (locum tenens) or Provider Agency.
7. Provide a current copy of the API Medical Staff By-Laws, Rules and Regulations, OPPE/FPPE/Proctoring criteria as requested by the Provider Agency.
8. Provide prompt notice of underperforming physicians (locum tenens) that warrant replacement. The API Medical Director's office will provide a single warning to the Provider Agency 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.

### III. CLIENT ELIGIBILITY

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

### IV. BILLING

The Locums 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 Medical Director. The Provider shall be compensated for services rendered within 30 days following the State's review and acceptance of each invoice. Billing statements must include the Company Name, Company remit to address, physician providing service (each physician requires separate billing), date of service, total hours (breakdown between regular hours, on call, holiday, etc. are required), and Provider Agreement number.

*Psychiatrist Services* shall be compensated as follows:

1. Psychiatric services are generally 40 hours per week, between the hours of 8:00 a.m. and 4:00 p.m.<sup>2</sup>
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 Medical Director or Chief Executive Officer to be eligible for compensation.
  - Rate: \$12,000/week (based on 40 hours per week). If less than 40 hours are worked in one week, the pay will be based on \$300.00 per hour.
  - Overtime Rate: \$310.00 (after 40 hours/week or greater than routine hours/day based on advanced case load), exclusive of weekend on-call duties as approved in advance by the Medical Director.
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. Locum Tenens physicians are expected to provide services as usual (at Weekday rates) for holidays other than those listed below:
  - New Year's Day
  - Martin Luther King Day

<sup>2</sup>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.

- Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
4. Weekend payment terms: This section does not apply to those who are hired for weekend schedule. Weekend services are reimbursed at the overtime rate of \$310.00/hour after the first two hours on site. Standard work hours for weekends are 8am to 4pm. The weekend rate does not include after hours cell phone call (this may be in addition if assigned hospital (house) coverage and on-call duties for a 24 hour weekend time period).
  5. No compensation for holiday(s) not physically worked. The API Medical Director assigns holiday duty/staffing for the hospital. Holiday hours worked not mentioned above will be compensated at the regular-hourly rate.
  6. On-call payment terms. If on-call duties are required, payment will be according to daily rates as follows:

Weekday: (Monday-Friday): in-hospital call 8:00 a.m.-4:00 p.m., after hours (beeper/pager/cell phone) call 4:00 p.m. – 8:00 a.m. (16 hours), \$275.00.

Holiday & Weekend: (Saturday & Sunday), (8:00 a.m.- 8:00 a.m., 24 hours) in-house duties up to 2 hours, beeper/pager/cell phone call the remainder of the day, \$600.00. In-house duties over 2 hours will be paid as overtime rate (\$310.00/hour) in addition to the \$600.00 on call payment, subject to approval of Medical Director.
  7. No compensation for days/hours not worked, lunch/break(s), time out of API, off API grounds unless expressly authorized by the Medical Director of API prior to the action.
  8. In the event a physician is routinely or frequently requesting overtime, the Physician work habits may be audited. Inability to complete assigned tasks within the standard work day may result in a request for reassignment of the Physician by the API Medical Director.
  9. Should the Provider fail to provide services as defined, the Provider shall be considered in breach of contract terms; the Provider shall:
    - a. Be granted 48 hours to remedy the situation to the satisfaction and terms of the API Director of Psychiatry or CEO;
    - b. Remedy must include an acceptable, by name assignment identified Provider, to the API Director of Psychiatry or CEO within 24 hours of notification of contract breach. Reminder: this provider must be credentialed by API. API encourages the Provider to keep several likely candidates credentialed at API to ensure coverage of such breach.
    - c. Replacement candidate must be satisfactory to API;

**Medical Officers** shall be compensated as follows:

1. Rate: \$5,500.00/week (based on 40 hours per week). Salary adjustment will be made when less than 40 hours are worked in one week.
2. Overtime Rate: \$140.00/hour (after 40 hours /week or 8 hours/day).
3. Working Hours: 10:00am through 6:00pm Monday – Friday.
4. On Call Duty: On site (during weekends or after hours) is compensated at the overtime rate; however, availability for phone consultation is NOT compensated.
5. Holiday payment terms: All assigned hours worked on the following observed holidays will be compensated at overtime rate:
  - New Year's Day
  - Martin Luther King Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
6. No compensation for holiday not scheduled to work.
7. No compensation for days/hours not worked, time out of API, off API grounds unless expressly authorized by the Medical Director of API prior to the action.
8. In the event a Physician is routinely or frequently requesting overtime, the Physician work habits may be audited. Inability to complete assigned tasks within the standard work day may result in a request for reassignment of the Physician by the API Medical Director.

The Provider shall submit invoice billings to the following address:

**Alaska Psychiatric Institute**  
Attn: Contracts Office  
Email: [hss.api.contracts@alaska.gov](mailto:hss.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.



**RECRUITMENT FEE:**

A recruitment fee of up to \$20,000 is applicable if any Physician (Locum Tenens) from this Provider is placed as a permanent full time Alaska Psychiatric Institute staff physician or psychiatrist within one (1) year of service as locum tenens at API under this Agreement. This fee will be reduced by \$2,000 per locum tenens' month, up to \$8,000 maximum reduction per physician.

**V. 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 DFCS/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 Physician Locum Tenens, will be allowed, nor may the Provider and/or Physician Locum Tenens do any work or furnish any material not covered by this Provider unless the work or material is ordered in writing by the Department of Family and Community Services.

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

The Provider assigned Physician 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 DFCS. Client information is confidential and cannot be released without the 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.

**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. 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 of compliance with 7 AAC 78.185 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. 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 grantee in the performance of services under this Agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
  - 2. Because no vehicles will be used in the performance of services under this agreement,

the State's standard requirement for Commercial General Automobile Liability Insurance does not apply.

3. 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 by Physician of clinical or residential services, or for any other Provider and/or Physician for whom a mistake in judgment, information, or procedures may affect the welfare of clients served under the Provider Agreement.

## **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). 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 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 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/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 act of the Provider and/or Physician under this Agreement. The Provider shall not be required to indemnify DFCS for a claim of, or liability for, the joint negligent error or omission of the Provider and/or Physician and the independent negligence of DFCS. If there is a claim of, or liability for, the joint negligent error or omission of the Provider and/or Physician 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, include the employees, agents, or Providers and/or Physicians 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/or Physician and in approving or accepting the Provider's and/or Physician'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 and Section IV.9 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 Provider assigned physicians, 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.

PROVIDER

DEPT OF FAMILY & COMMUNITY SERVICES

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

\_\_\_\_\_  
Signature of DFCS Representative & Date

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

\_\_\_\_\_  
Kyle Scherrer, Division Operations Manager

**Provider Contact & Mailing Address**

**DFCS Contacts & Mailing Addresses**

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROGRAM CONTACT**

Alaska Psychiatric Institute  
Attn: API Contracts Office  
Email: [fcs.api.contracts@alaska.gov](mailto:fcs.api.contracts@alaska.gov)  
3700 Piper Street  
Anchorage, Alaska 99508-3700

\_\_\_\_\_  
**Provider Phone Number/ Fax Number**

**ADMINISTRATIVE CONTACT**

Bernadette Osborne  
Family and Community Services  
P.O. Box 112650  
Juneau, AK 99811-2650  
Phone (907) 465-8142  
[Bernadette.Osborne@alaska.gov](mailto: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)