

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

COMPLEX BEHAVIOR COLLABORATIVE CONSULTATION AND TRAINING PROVIDER AGREEMENT

_____, (Consulting Agency) enters into a Provider Agreement with the **State of Alaska**, through the Department of Health (DOH) and Division of Behavioral Health (DBH) for the purpose of assisting Alaskan service providers meet the needs of Medicaid and non-Medicaid clients with complex behavioral health needs, specifically those exhibiting complex and challenging behaviors.

The Complex Behavior Collaborative (CBC) program is designed to support Alaska service providers working with individuals who exhibit complex behavioral challenges, including physical aggression, verbal outbursts, property destruction, self-injurious behavior, and other disruptive or dangerous actions that are difficult to manage. By offering consultation and training to service providers, natural supports, and/or school staff, the CBC program builds capacity and expertise in managing these cases. Its overarching goal is to help individuals with complex behaviors live as independently as possible within their communities, reducing reliance on institutional placements like the Alaska Psychiatric Institute (API), jails, emergency rooms, or out-of-state care facilities. Additionally, the program strengthens Alaska's ability to serve individuals with complex behavioral needs effectively and safely within local communities.

Under this Agreement, the Service Provider is the primary recipient of CBC services. The service provider will receive training, consultation, and technical assistance to address and manage the complex behaviors of the participant.

By entering into this Provider Agreement, any prospective CBC consulting agency agrees to comply with all applicable provisions outlined in the following Appendices and Attachments.

APPENDICES:

- A. 7 AAC 81 Grant Services for Individuals
- B. 7 AAC 130.200 -7 AAC 130.319 Home and Community-Based Waiver Services; Nursing Facility and ICF/IID Level of Care
- C. 20 AAC 40.010 – 20 AAC 40.990 Mental Health Trust Authority
- D. 12 AAC 12.020 – 12 AAC 12.050 Business Licensing
- E. Privacy & Security Procedures for Providers
- F. Resolution for Alaska Native Entities (if applicable)
- G. Federal Assurances & Certifications

ATTACHMENTS

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

COMPLEX BEHAVIOR COLLABORATIVE CONSULTATION AND TRAINING PROVIDER AGREEMENT

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4. Criteria for Qualifications in Fields of Expertise
5. CBC Service Definitions
6. Delivery of Service Timelines
7. Billable Services (Deliverables) and Travel Rates
8. Consultant Attestation Acknowledgement Form

CBC Provider Agreement Definitions:

- **Service Provider:** Under this Agreement, the service provider is the primary recipient of CBC services. The service provider will receive training, consultation, and technical assistance to address and manage complex behaviors of the participant.
- **Consultant:** The CBC contractor responsible for delivering the services outlined in this agreement, including providing professional expertise, guidance, and training to the service provider, who in turn is responsible for supporting the individual with complex behavioral needs.
- **Case:** Refers to the collection of services, supports, and interventions delivered to or coordinated for an assigned service provider, participant, family member, school staff, Care Coordinator, or any relevant stakeholder involved in the care or support process.
- **Good Cause:** The department may accept a provider's late claim submission if the delay resulted from circumstances beyond the provider's control or from conditions the provider could not have reasonably anticipated or prevented. Providers must submit a written justification explaining the reason for the delay; however, the State reserves the sole authority to determine whether the justification meets the criteria for a "good cause" exception.
- **Family:** Natural supports, such as guardians or family members, who may receive training when the participant is admitted to the program.
- **Participant:** The individual displaying complex behavioral challenges and receiving services from the service provider. The consultant provides training and support to the service provider and other relevant stakeholders to help manage the participant's behavior.
- **School:** Paraprofessionals or special education staff who may receive training to support the participant within the educational setting.

I. CONSULTANT ELIGIBILITY

The **Complex Behavior Collaborative (CBC)** program consists of a multidisciplinary team of professionals who possess diverse skills, backgrounds, and expertise, enabling them to deliver services to a wide range of individuals with complex behavioral needs.

This Agreement seeks to engage Consultants (agencies and/or individuals) with specialized expertise in the following areas: behavioral health, Alzheimer's disease and related dementia, intellectual and developmental disabilities, traumatic brain injury, chronic mental illness, and/or substance use disorder. Consultants must have demonstrated experience working with individuals who exhibit complex

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behaviors that are often dangerous or life-threatening and may be complicated by co-occurring medical or mental health factors. Experience must be proven and evaluated through a resume and letters of reference.

Re-Approval Process:

Previously approved CBC providers are not automatically approved and must reapply. Re-approval will be based on several factors, including but not limited to the provider's specialty, geographic location, and past performance.

In addition to the provisions outlined in **Appendices A-G** of this Provider Agreement, the Consultant agrees to comply with all relevant state and federal laws and regulations. The Consultant must adhere to licensing and certification requirements as set forth by the State of Alaska for their respective field of practice. The Consultant must maintain all necessary licenses, certifications, and credentials required for providing services under this Agreement, and ensure that all current documentation is filed with the Department of Health (DOH) to demonstrate compliance. Furthermore, the Consultant affirms they meet the qualifications required for this role and agrees to sign any additional documentation related to participant information protection and sharing.

To become an approved CBC provider, the following documentation must be submitted by the Consulting agency to DOH.FMS.Grants.Provider.Agreements@alaska.gov

Required Documentation:

1. **Proof of a Federal Tax ID Number**
2. **Current State of Alaska Business License**
3. **Commercial/Professional Liability Insurance** (see page 13)
4. **Waiver of Immunity** (for Alaska Native entities entering into the Agreement with DOH), using Appendix F
5. **Documentation of Minimum Education and Experience** in relevant fields (see Attachment 4).
This includes:
 - Resume
 - Copy of professional license
 - Copy of diploma in the field of study
6. **Credentials of Service Personnel** (e.g., copies of valid and current certifications or licenses)
7. **Three Professional Letters of Recommendation** (dated within the last three years). *Note:* New consultants must submit these letters; continuing providers may use existing letters on file from the previous Provider Agreement (PA).
8. **Three Letters of Reference** from entities/agencies that the Consultant has provided professional services to in the relevant field(s), dated within the last three years. *Note:* New consultants must submit these letters; continuing providers may use existing reference letters on file from the previous PA.
9. **A HIPAA-Compliant Work Sample**, such as:
 - Functional Behavior Assessment
 - A Behavior Intervention Plan
 - Treatment Plan

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- A Client Functional Assessment

Note: Work samples are required only from new consultants seeking approval for the CBC program. Continuing providers do not need to submit new work samples. All work samples must be submitted to DOH via the designated confidential method (e.g., DOH.FMS.Grants.Provider.Agreements@alaska.gov).

Consultant Criteria (Attachment 4):

The Consultant must meet the following criteria:

- **Four years' experience in Community-Based Settings:** Proven experience working with individuals who have a cognitive impairment and expertise in at least one of the following areas: Behavioral Health, Intellectual and Developmental Disabilities, Alzheimer's Disease and Related Dementia, Traumatic Brain Injury, Substance Use Disorders, or co-occurring conditions.
- **Behavior Intervention Plan:** Experience in developing effective behavior intervention plans tailored to individuals with complex behaviors.
- **Team Collaboration and Mentorship:** Ability to work with large support teams, families, and other stakeholders, and to model and mentor the implementation of recommended plans.
- **Training Proficiency:** Demonstrated experience in providing training to individuals, agencies, and diverse stakeholder groups.
- **Field-Based Experience:** Comfort and proficiency in working in nontraditional office or clinical settings, including rural and remote locations.
- **Travel Flexibility:** Willingness and ability to travel via small planes, boats, snow machines, or other local modes of transportation, as needed based on season and geographic location.
- **Technical Assistance:** Capacity to provide initial and ongoing technical assistance and follow-up, including repeat visits, teleconferencing, videoconferencing, or telemedicine, especially in remote areas.
- **Exclusion Status:** The Consultant must not be listed on the Office of the Inspector General's Exclusion List.
- **Program Collaboration:** Ability to follow guidance and directives from DBH and/or the CBC Program Manager, ensuring actions are in the best interest of the CBC program and its goals.

By meeting these qualifications, Consultants play an integral role in supporting the successful delivery of behavioral health services to individuals with complex needs across Alaska.

Upon approval of the CBC Consultation and Training Provider Agreement, each CBC consultant will be required to sign a Consultant Attestation Acknowledgment Form (Attachment # 8).

II. DESCRIPTION OF SERVICES

Service Definitions (Attachment #5): Please review Attachment #5 for the full list of Service Definitions.

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Under this Agreement, the Consultant may provide the following Billable Services (Deliverables) outlined in Attachment #7:

- **15 hours** of Functional Behavior Assessment with a Behavior Intervention Plan
- **40 hours** of Case-specific Consultation and Training (face to face and/or remote)
- **40 hours** of Technical Assistance
- **3 hours** of Transition Services
- **3 hours** of Service Completion Plan, including recommendations for the termination of CBC services

* **Note:** The Department of Behavioral Health (DBH) will not be responsible for any costs or expenses incurred by the Consultant before the authorized service period begins.

Delivery of Service Timeline (Attachment #6)

The services provided under this Agreement must adhere to the **Delivery of Service Timeline** outlined in **Attachment 6**, which must be followed by each CBC consultant.

The delivery service timeline begins with the receipt of a Consultant Referral Letter and a signed Memorandum of Agreement; both uploaded to AK AIMS before services start.

Within the first 7–10 business days, the Consultant reviews documentation, engages stakeholders, and work with the service provider to begin assessing the individual’s behavioral needs.

Within 30-45 business days, a comprehensive Functional Behavior Assessment (FBA), leading to the development of a Behavior Intervention Plan (BIP) within three months.

Behavior Intervention Plan (BIP) Deadline:

Within 3 months of the case being assigned, unless otherwise approved by the CBC Program Manager, Consultants must have a complete **Behavior Intervention Plan (BIP)** uploaded into the participant’s file. Valid reasons for late submission will be reviewed on a case-by-case scenario.

The Behavior Intervention Plan (BIP) will be developed to guide providers, families, and stakeholders in managing individuals with complex behaviors. This plan will be created collaboratively, ensuring that all parties involved—service providers, families, and other stakeholders—are equipped with the necessary skills and strategies to handle challenging behaviors effectively and safely. The ultimate goal is to promote greater independence for participants within their communities and reduce the need for institutional placements, such as the Alaska Psychiatric Institute (API), jails, emergency rooms, or out-of-state facilities.

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Within 4 to 8 months, the Consultant will provide training for providers, families, and staff follows, with ongoing support, monitoring, and plan adjustments will be provided after the creation of the Behavior Intervention plan.

By months 9–12, the Consultant submits a final summary report and a discharge report that outlines outcomes, recommendations, and a plan for sustaining progress. Throughout the process, detailed records and monthly summaries are maintained.

Monthly Progress Reporting Requirements

A **Monthly Progress Report** is required for any participant for whom a claim is submitted during the corresponding month. This report serves as the formal justification for the billed services and must provide comprehensive documentation of the participant's engagement, progress, and the nature of support or interventions delivered during that reporting period.

The Monthly Progress Report must include, at a minimum:

- **Participant Identification:** Full name, unique identifier or case number, and the month covered by the report.
- **Summary of Services Provided:** A detailed description of all services rendered during the month, including frequency, mode of delivery (e.g., in-person, virtual), and the names or titles of staff who provided the services.
- **Training Reports:** Description of any training sessions delivered to family members, direct care staff, or agency-wide personnel.
- **Progress Toward Goals:** A narrative outlining the participant's progress toward established service plan goals or outcomes, including any milestones achieved or challenges encountered.
- **Documentation of Participant Engagement:** Records of attendance, participation in activities or sessions, and any communication or follow-up efforts made by the service provider.
- **Summary of Accomplishments:** Activities completed, interventions provided, and goals addressed during the reporting period.
- **Response to Interventions:** Feedback from the participant, family, direct care staff, agency representatives, and other stakeholders.
- **Justification for Claim Submission:** A clear explanation of how the services delivered align with the billing code(s) used and how they meet the criteria for reimbursement under program guidelines.
- **Participant's Response to Services:** Participant's engagement and reactions to services and support provided.
- **Changes in Status or Providers:** Any updates related to the participant's placement, care team, or service delivery status.
- **Next Steps or Recommendations:** Plans for continued services, changes in intervention strategies, or referrals to other programs or resources, as applicable.
- **Exit Strategy (if applicable):** Details on transition planning, case closure, or discharge preparation.

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This report must be submitted in accordance with the program's reporting schedule and reviewed by the CBC Program Manager or designated oversight personnel to ensure accuracy, completeness, and compliance with billing and service standards.

Each monthly claim must include a corresponding **Progress Report** for every participant who received services during that month. **Claims submitted without the required progress report will not be processed for payment.**

The progress report serves as the **official justification** for the hours billed for each participant and must accurately reflect the services provided, participant progress, and align with the provider agreement.

Monthly Case Review

Each month, all active cases will be reviewed by DBH or the Program Manager to ensure services are provided in accordance with the Service Delivery Timeline and aligned with the services outlined in the Provider Agreement. This review process serves two primary purposes: (1) to verify compliance with required timelines, and (2) to provide consultants with training, feedback, and support.

This review provides an opportunity for consultants to receive training and address the following key areas:

- **Case Initiation** – verification of timely service start dates.
- **Memorandum of Agreement (MOA)** – confirmation of signed documentation.
- **Document Review** – assessment of accuracy and completeness of submitted materials.
- **Observation Meetings** – scheduling and follow-up to ensure continuity of services.
- **Allowable Billing & Monthly Progress Notes** – review for accuracy and alignment with service delivery.
- **Billing & Encounter Notes** – verification of timely submission and compliance with requirements.
- **Communication** – evaluation of consultant communication with providers, participants, and families.
- **Data Collection** – assessment of methods, consistency, and accuracy of collected data.
- **Behavior Intervention Plans (BIPs)** – review of development, implementation, and progress monitoring.
- **Training** – documentation and review of training provided to staff, families, and agencies.
- **Participant Goals & Objectives** – confirmation that individualized goals and objectives are clearly established, updated, and tracked.

In the event of a change in the service provider, it will be the consultant's responsibility to ensure that a new MOA and Release of Information (ROI) are signed and uploaded into the participant's file.

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Note: All Monthly Progress Reports must be consistent with the services provided. Each report should detail the content, context, and relevance to the participant's goals and objectives for that month.

Encounter Notes

The consultant is responsible for accurately documenting each service provided in the **Encounter Note in AK AIMS**. Each Encounter Note must be clearly identified by the service provided with a start date and end date and include the following details:

1. Encounter Narrative:

Each Encounter Note must include a narrative that addresses the following elements:

- Who the consultant met with (e.g., participant, family member, service provider).
- The reason for the meeting (e.g., consultation, training, assessment).
- The location of the meeting (e.g., home, office, community setting).
- Explanation of why travel is needed (e.g., initial observation, assessment and/or travel).

2. Connection to Individual's Goals:

- A clear explanation of how the encounter relates to the participant's goals and objectives, as outlined in the service plan.

If a service provider or family member is unresponsive or not engaging, the consultant must document all attempts to engage them, along with any relevant observations, in the **Encounter Note**. This ensures that all efforts and interactions, including those that do not lead to direct progress, are appropriately recorded.

Note: All Encounter Notes must reflect the services provided. Each note should clearly detail the content, context, and relevance of the encounter to the participant's goals and objectives.

Case Assignments

Assignment of cases to CBC consulting agencies is not guaranteed. To ensure fiscal responsibility, especially regarding travel-related expenses, cases will be assigned strategically, based on several key factors. These factors include the location of the nearest qualified consultant, the presence of other active cases in the same region, consultant expertise, and prior performance.

This approach is designed to manage costs effectively while avoiding any perception of favoritism in the referral and assignment process.

The Division of Behavioral Health (DBH) and/or the CBC Program Manager reserves the right to assign referrals on a case-by-case basis, taking into account the following considerations:

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- **Geographic proximity** to minimize travel costs
- **Consultant specialization and expertise**
- **Participant-specific needs**
- **Service provider preferences**
- **Consultant's current caseload**
- **Documented past performance**
- **Overall cost-efficiency and best interest of the CBC program**

By prioritizing geographic alignment, consultant capacity, and resource optimization, the CBC program aims to provide high-quality, consistent support while maintaining strong fiscal oversight.

Priority Considerations: will be given to individuals who meet one or more of the following criteria:

- Transitioning back to Alaska from a **Psychiatric Residential Treatment Facility (PRTF)**
- Returning home for **family reunification**
- Transitioning from **Alaska Psychiatric Institute (API)** back into the community
- Selected by the **Crisis Response Team (CRT)** or **Complex Care Committee (CCC)**.

Discharge and Case Transfer:

1. **Situational Discharge:** Any active case that transitions to an acute setting, out-of-state placement, incarceration, or institutionalization for **more than 60 days** will be discharged.
2. **Inactive Cases:** Any case that has been inactive for more than **60 days** will be discharged.
3. **Case Transfers:** A case may be transferred to another consulting agency if it is deemed to be in the best interest of the participant, the guardian(s), or the program.
4. **Consultant Requests:** If a service provider requests a specific consultant and the consultant agrees to take the case, DBH or the CBC Program Manager will attempt to match the consultant with the case.
5. **Hospital Facilities , Psychiatric Institutions or Detention Centers:** Consultants are prohibited from providing CBC services to individuals at inpatient hospitals, general acute care hospitals, inpatient psychiatric hospitals, residential psychiatric treatment centers, intermediate care facilities, skilled nursing facilities, or intermediate care facilities for individuals with intellectual disabilities or related conditions, **except for services for which DBH or the CBC Program Manager gives prior written approval to specifically assist the participant with discharge planning from any of these care facilities.** If a participant has been admitted to any of these institutions for more than **60 days**, the participant must be discharged from the CBC program.
6. **If the service provider or family member is not engaging or is unresponsive,** the consultant must document their attempts to engage and any relevant observations in the **Progress Report.** This ensures that all interactions, even if they do not result in direct progress, are properly recorded.

Performance and Termination

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The **Division of Behavioral Health (DBH)** and/or the **CBC Program Manager** reserve the right to terminate a Provider Agreement if an agency or consultant consistently demonstrates poor performance, fails to meet contractual obligations, or receives multiple substantiated complaints. The consulting agency will be given a 30 notice to terminate the contract in order to transition cases to a different consultant.

Examples of substandard performance include, but are not limited to:

- Late submission of required documentation
- Incomplete or missing work submissions
- Complaints from service providers, families, school staff, care coordinators, or other stakeholders
- Poor survey responses
- Failure to submit claims or encounter notes in a timely manner
- Inadequate administrative follow-up

For agencies employing multiple consultants, **individual consultants** may be suspended from delivering CBC services if their personal performance is determined to be substandard. In such cases, consultants may be considered for **provisional reinstatement** during the next Provider Agreement cycle, contingent upon demonstrated improvement and program needs.

III. PARTICIPANT ELIGIBILITY REQUIREMENTS

To qualify for services under this Agreement, the **participant** must meet specific criteria, as outlined below:

Participant Criteria:

A **Service Provider** must be working with a participant who falls within the identified **population**. This includes **children, youth, and adults** who are cognitively impaired and demonstrate complex behavioral management issues. The participant must also experience one or more of the following conditions:

- **Serious Mental Illness**
- **Intellectual and Developmental Disability**
- **Alzheimer's Disease and Related Dementia**
- **Substance Use Disorder**
- **Traumatic Brain Injury**

In addition to meeting one of the above conditions, the **identified participant** must meet all **five** of the following criteria:

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1. **Exhibit Complex Behaviors:** The participant must demonstrate behaviors that are complex and present a high risk of harm to themselves or others without appropriate intervention. The participant must meet **two out of the three** criteria listed below:
 - **a. Exhausted Treatment Options:** The participant must have exhausted all other treatment avenues available and be at risk for out-of-state placement, psychiatric hospitalization, or transitioning to a higher level of care or institutionalized care.
 - **b. Frequent Use of High-End Resources:** The participant must frequently utilize high-end resources, such as emergency room services, acute psychiatric care, substance abuse programs, or incarceration.
 - **c. Need for Specialized Interventions:** The participant must require interventions beyond the skill set of current Service Provider staff to ensure the safety of the participant and others involved.
2. **Stable Housing:** The participant must have stable housing, ensuring a safe and consistent living environment.
3. **Service Provider and Direct Care Staff Availability:** The participant must have a **Service Provider** and direct care staff who are **ready, available, and willing** to work with the participant.
4. **Eligibility for or Receiving DOH Services:** The participant must be eligible for or already receiving services supported by the **Department of Health (DOH)** to address all presenting issues related to their condition.
5. **Medical Stability:** The participant must be **medically stable**, meaning they are considered stable from a medical standpoint and are capable of participating in the CBC program.

IV. BILLING

A. Approval of Services

Before any services can be provided, the consulting agency must receive a written Consultant Referral Letter from DBH or the CBC Program Manager, officially assigning a case to the agency. DBH will **not** be responsible for any expenses incurred prior to the **authorized service period**.

Only **DBH** or the **CBC Program Manager** has the authority to approve or deny services and travel expenses under this Agreement. Each month, the **CBC Program Manager** will review the billable services and travel for each case. Services may be provided to multiple participants within the same **Service Provider** if it is not detrimental to the participant, family, or provider. In such cases, training for the Service Provider will be considered a combined training with a single reimbursement, unless otherwise approved by the DBH or the **CBC Program Manager**.

B. Agency Enrollment in AKAIMS

The **consulting agency must** enroll in the **Alaska Automated Information Management System (AKAIMS)**. This includes creating and maintaining staff accounts, defining roles and responsibilities for each eligible staff member, and promptly updating the list when an agency staff member is no longer affiliated with the agency. If staff members are removed, their access will be revoked within 14 days.

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Each quarter, the **CBC Program Manager** will verify the list of eligible staff members with the agency to ensure it matches the list recorded in AKAIMS. If discrepancies are found, the agency will be asked to update its records.

C. Billing Submission Requirements

When submitting claims to the CBC program for services provided, the **Consultant** must include itemized charges for CBC approved services (see **Attachment 7**) using the **AKAIMS billing module**. For each encounter, an accompanying note must describe the service rendered and the specific service being billed.

Note: For every encounter, a start time and stop time are required, along with an encounter note that details the meeting's content, context, and relevance to the participant's goals and objectives.

Details required in each Encounter note:

- Who the consultant met with (e.g., participant, family member, service provider).
- The reason for the meeting (e.g., consultation, training, assessment).
- The location of the meeting (e.g., home, office, community setting).
- Explanation of why travel is needed (e.g., new provider, additional observation and training).

Connection to Participant Goals:

- A clear explanation of how the encounter is related to the individual's goals and objectives, as outlined in the Behavior Intervention Plan.

D. AKAIMS Billing Enrollment and Training

Consultants must keep their systems up to date to access the state billing system, AKAIMS. **New consultants** unfamiliar with electronic billing will be granted a **30-day grace period** to enroll in the system, receive training, and learn to bill through AKAIMS. If a consultant is not fully enrolled, or using AKAIMS after this period, the **CBC Program Manager** will notify them in writing. No claims will be paid until the consultant has full operational access to AKAIMS and is correctly submitting claims.

E. Timeliness of Billing

All billing claims must be submitted within **30 days** of the date the services were rendered using the **AKAIMS billing module**.

Only one month of claims will be permitted at a time. No Retro approvals will be allowed without prior approval from DBH or the CBC Program Manager. Multiple months of claims will not be permitted unless approved by DBH or the CBC Program Manager.

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Claims submitted after the 30-day period will not be paid unless DBH or the **CBC Program Manager** approves an extension for good cause. In the event of an unexpected system outage with AKAIMS, consultants will be notified in writing and may be granted an extension.

F. Service Delivery and Billing

Except when a **good cause** for delay is shown and approved by DBH or the **CBC Program Manager**, DOH will not process payment for services until the consultant has met the required service delivery timelines (refer to **Attachment 6**). The consultant may submit a written request for an extension to complete a certain service. DBH or the **CBC Program Manager** will notify the consultant in writing whether the extension request has been approved.

G. Payer of Last Resort

Because DOH CBC is the **payer of last resort**, Consultants must bill any private insurance and submit the **Explanation of Benefits (EOB)** showing denial of payment for services. Then, Alaska Medicaid enrolled consultants must bill all eligible services to Medicaid before seeking payment through this Agreement.

Participant's receiving services under **DOH-funded services** will not be subject to sliding-scale fees, deductibles, co-pays, or administrative fees for covered services. If DOH makes a payment and a primary insurance source subsequently reimburses for the same service, the consultant must refund or **credit back** an equivalent amount DOH.

H. Certification of Claims

Endorsement of a **DOH payment warrant** constitutes certification that the claim for which the warrant was issued is accurate and true. If any errors are identified, the consultant must send written notice to DOH within **30 days** of cashing the warrant.

I. Electronic Submission and HIPAA Compliance

Consultants are required to submit claims electronically through the **AKAIMS billing module**. Consultants are responsible for ensuring that all confidential or sensitive information is submitted in compliance with **HIPAA** regulations, maintaining confidentiality, privacy, and security of information.

J. Payment for Services

In full consideration for the **Consultant's performance** under this Agreement, DOH will pay the following rates for services rendered to **Service Providers**:

- **\$200.00 per hour** for:
 - **Functional Behavior Assessment/Behavior Intervention Plan (BIP)** (not to exceed **15 hours** for initial BIP creation; **additional hours** may be approved for modifications to the BIP if needed).

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- **Ongoing Technical Assistance/Consultation** (not to exceed 40 hours). Additional hours must be pre-approved by DBH or the **CBC Program Manager**.
- **Transition Planning** (not to exceed **3 hours**). To assist an individual transition from an institution or out of state back to their community.
- **Service Completion Plan** (not to exceed **3 hours**). The Consultant will provide a written report with a summary of findings to include recommendations for the participant's continued success.
- **\$225.00 per hour** for:
 - **Training** Service Provider staff, families, and other community supports (not to exceed **8 hours** per day; training must not exceed **40 hours total**).

K. Reimbursement for Travel Costs

To promote cost-efficiency, DBH or the CBC Program Manager will make every effort to **assign additional cases within the same geographic region** to consultants already working in that area. This strategy is intended to reduce travel costs while ensuring continuity of services. Consultants assigned to multiple cases in a region may provide services across all cases during approved travel.

Travel shall be used only as necessary for the conduct of essential business. Use of technology in lieu of travel is highly encouraged.

The **DOH** will reimburse consultants for eligible travel expenses under the following restrictions:

- Eligible travel expenses include **airfare, parking, taxi, hotel, rental car (economy class), and travel time**.
- **Airfare** must be the most economical fare for the most direct route that meets the business needs of the Agreement.
- Reimbursement will be based on the **actual costs** of the most economically **priced transportation** and accommodations, excluding gratuities.
- Consultants must submit receipts for **airline tickets, boarding passes, itemized lodging receipts, rental car agreements, taxi receipts**, and any other approved travel-related costs.
- **Travel time** will be reimbursed at \$50.00 per hour, not to exceed \$200.00 per day (4 hours) for travel further than 25 miles from base lodging or place of employment, whichever is less.

Consultants must submit **travel reimbursement claims** within **30 days** of the service date. If **good cause** for delay is shown and approved by the **CBC Program Manager**, payment may be processed after 30 days. Consultants will not be reimbursed for travel expenses unless they submit receipts and documentation in accordance with the Agreement.

L. Submission of Billing and Reimbursement Requests

Consulting agencies must submit travel claims to AK AIMS and upload all receipts in the participants' file within **30 days** of service delivery in order to receive their travel reimbursement.

M. AAM 60.010 – 60.260 Travel Policies

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Agencies must adhere to **AAM 60.010 – 60.260** policies regarding travel in their professional service contracts. When **DOH** reimburses travel expenses according to these policies, the **travel account codes** in the financial system must be used, as travel reimbursements are excludable under IRS **accountable plan** rules.

When contract terms differ from the **AAM 60** policies, or if the contractor fails to account for travel costs to the state, the services account codes must be used to ensure that travel reimbursements are reported as **taxable income**.

N. SUBCONTRACTS

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

O. CONFIDENTIALITY AND SECURITY OF PARTICIPANT 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. Participant information is confidential and cannot be released without the HIPAA-compliant written authorization of the participant and DOH, except as permitted by other state or federal law.

By entering into this Agreement, the Provider acknowledges and agrees to comply with the Privacy and Security Procedures for Providers as set forth in Appendix E of this Agreement.

Confidential Reporting Instructions

Before transmitting personally identifiable participant information reported under the terms of this Agreement, the Provider must call or email the DOH Program Contact. To protect confidentiality, the Provider must first establish the mechanism for a secure electronic file transfer. The Provider may fax the information to the CBC Program Manager's secure fax number, after clearly identifying it as confidential on the cover page of the fax transmission. Alternatively, the Provider may submit hard copy information in a sealed envelope, stamped "confidential" placed inside another envelope. This information must be sent by certified, registered, or express mail, or by courier service, with a requested return receipt to verify that it was received by the appropriate individual or office.

DOH has also adopted a platform called Direct Secure Messaging (DSM), which meets HIPAA requirements for data encryption. Do not, under any circumstances, send Electronically Protected Health Information (EPHI) or other sensitive data in email. To transfer these files in a HIPAA-compliant manner through email, the provider must use DSM. Additionally, DSM must be used

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only for the transfer of EPHI or other sensitive data, and not for other communications. Please review the FAQs about DSM at this link: [DOH DSM Home Page](#) and information concerning the Alaska Personal Information Protection Act at Department of Law Alaska Personal Information Protection Act at [Department of Law Alaska Personal Information Protection Act Page](#).

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

P. REPORTING AND EVALUATION

The Provider agrees to comply with 7 AAC 81.120, *Confidentiality* and 7 AAC 81.150, *Reports*, and other applicable state or federal law regarding the submission of information, including the provisions of Section VI of this Agreement. The Provider agrees to submit any reporting information required under this Agreement and to make available information deemed necessary by DOH to evaluate the efficacy of service delivery or compliance with applicable state or federal statutes or regulations.

Each consulting agency must submit a monthly Progress Report for each active participant. The monthly Progress Report is a summary of individual or project progress toward meeting goal(s) assigned in the treatment plan. The monthly report must also include a summary of intervention(s) implemented, trainings, family, direct care staff, agency wide, and others (response to training); as well as a change in status (level of care, housing, DOC involvement, etc.); change in providers and next steps to treatment.

For continuity, Consulting agencies are encouraged to use the standard CBC Progress Note template, and Closeout Report template. With the CBC Program Manager's approval, agencies can use their own Progress Note format or Closeout Report form.

To monitor compliance with this Agreement and evaluate services provided under this agreement, Providers agrees to provide state officials and their representative's access to facilities, systems, books and records.

On-site Quality Assurance Reviews may be conducted by DOH staff to ensure compliance with service protocols. The Provider will ensure that DOH staff has access to program files for the purposes of follow-up, quality assurance monitoring and fiscal administration of the program.

Q. RECORD RETENTION

The Provider will retain financial, administrative, and confidential participant records in accordance with 7 AAC 81.180 *Retention of Records*, and with Appendix E to this Agreement. Upon request, the Provider agrees to provide copies of the Provider's records created under this

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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 DOH before destroying records in a manner approved by DOH. If a Provider organization or business closes or ceases to exist as a Provider, the Provider must notify DOH in a manner in compliance with 7 AAC 81.185 and Appendix E to this Agreement.

R. ADMINISTRATIVE POLICIES

- A. The Provider must have established written administrative policies and apply these policies consistently in the administration of the Provider Agreement without regard to the source of the money used for the purposes to which the policies relate. These policies include employee salaries, and overtime, employee leave, employee relocation costs, use of consultants and consultant fees, training, criminal background checks, if necessary for the protection of vulnerable or dependent recipients of services, and conflicts of interest, as well as the following:
1. Compliance with OSHA regulations requiring protection of employees from blood borne pathogens and that the Alaska Department of Labor must be contacted directly with any questions.
 2. Compliance with AS 47.05.300-390 and 7 AAC 10.900-990. Compliance includes ensuring that each individual associated with the provider in a manner described under 7 AAC 10.900(b) has a valid criminal history check from the Department of Health and Social Services, Division of Health Care Services, Background Check Program (“BCP”) before employment or other service unless a provisional valid criminal history check has been granted under 7 AAC 10.920 or a variance has been granted under 7 AAC 10.935. For specific information about how to apply for and receive a valid criminal history check please visit: [Alaska Background Check](#) Program or call (907) 334-4475 or (888) 362-4228 (intrastate toll free).
 3. Compliance with AS 47.17, Child Protection, and AS 47.24.010, Reports of Harm, including notification to employees of their responsibilities under those sections to report harm to children and vulnerable adults.
 4. If providing residential and/or critical care services to participants of DOH, the Provider shall have an emergency response and recovery plan, providing for safe evacuation, housing and continuing services in the event of flood, fire, earthquake, severe weather, prolonged loss of utilities, or other emergency that presents a threat to the health, life or safety of participants in their care.
 5. Alaska Statutes and Administrative Code may be reviewed at: [Alaska Statutes and Administrative Code](#) including AS 47.
- B. Without limiting the provider’s indemnification, it is agreed that the Provider shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Provider’s policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to DOH with the signed Provider Agreement prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance

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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

S. 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.

T. CIVIL RIGHTS

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The Provider shall comply with the requirements of 7 AAC 81.110 and all other applicable state or federal laws preventing discrimination, including the following federal statutes:

- A. The Civil Rights Act of 1964, (42 U.S.C. 2000d).
- B. Drug Free Workplace Act of 1988, (41 U.S.C. 701-707).
- C. Americans with Disabilities Act of 1990, 41 U.S.C.12101-12213).

The Provider will establish procedures for processing complaints alleging discrimination on the basis of race, religion, national origin, age, gender, physical or mental disability or other status or condition described in AS 18.80.220(a)(1) and 7 AAC 81.110(b).

In compliance with 7 AAC 81.110(c), the Provider may not exclude an eligible individual from receiving services, but with concurrence from DOH, may offer alternative services to an individual if the health or safety of staff or other individuals may be endangered by inclusion of that individual.

U. ACCOUNTING AND AUDIT REQUIREMENTS

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

DOH may conduct an audit of a provider's operations at any time the department determines that an audit is needed. The auditor may be a representative of DOH; or a representative of the federal or municipal government if the Agreement is provided in part by the federal or municipal government; or an independent certified public accountant. The Provider will afford an auditor representing DOH or other agency funding the agreement, reasonable access to the Provider's books, documents, papers, and records if requested. Audits must be conducted in accordance with the requirements of 7 AAC 81.160; including the requirement for a Provider to refund money paid on a questioned cost or other audit exception, if they fail to furnish DOH with a response that adequately justifies a discovery of questioned costs or other audit exceptions.

V. LIMITATION OF APPROPRIATIONS

DOH is funded with State/Federal funds, which are awarded on an annual basis. During each state fiscal year, DOH may authorize payment of costs under a Provider Agreement only to the extent of money allocated to that fiscal year. Because there is a fixed amount of funding on an annual basis, it may at times be necessary for DOH to prioritize the participant 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 participants with defined needs. The decision to limit billable services shall be based solely on available funding.

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W. INDEMNIFICATION AND HOLD HARMLESS OBLIGATION

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

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

X. AMENDMENT

The Provider acknowledges that state and federal laws relating to information privacy and security, protection against discriminatory practices, and other provisions included in this agreement may be evolving and that further amendment to this Agreement may be necessary to ensure compliance with applicable law. Upon receipt of notification from DOH that change in law affecting this Agreement has occurred, the Provider will promptly agree to enter into negotiations with DOH to update this Agreement to ensure compliance with those changes.

Y. TERMINATION OF AGREEMENT AND APPEALS

The Provider agrees to notify DOH immediately if it is no longer eligible to provide services based on applicable Provider eligibility requirements set out in Section I of this Agreement. Notification of non-eligibility will result in automatic termination of this Agreement. Failure to comply with the terms of this Agreement and/or standards outlined in the Agreement and its appendices may result in non-payment and automatic termination of the Agreement by DOH.

A Provider may appeal the decision to terminate a Provider Agreement under 7 AAC 81.200. All appeals will be conducted in accordance with Section 7AAC 81.200-210 of the Alaska Administrative Code.

Except as noted above, DOH may terminate this Agreement with 30 days’ notice. A Consultant may also terminate the Agreement with 30 days’ notice but must provide assistance in making arrangements for safe and orderly transfer of cases and information to other Providers, as directed by DOH.

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

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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 HEALTH

Signature of Authorized Provider Representative & Date Signature of DOH Representative & Date

Printed Name Provider Representative & Title

Hilary Porter, Grants & Procurement Manager
Printed Name - DOH Representative & Title

Provider Contact & Mailing Address

DOH Contacts & Mailing Addresses

PROGRAM CONTACT

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

Provider Phone Number/ Fax Number

ADMINISTRATIVE CONTACT

Katlyn Felkl, Grants Administrator
Grants & Contracts Support Team
PO Box 110650
Juneau, AK 99811-0650

Provider Email Address

Email: katlyn.felkl@alaska.gov

Provider's Federal Tax ID Number

Provider's IRIS Vendor Number

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

Check Entity Type:

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

Please email the completed Provider Agreement and supporting eligibility documentation to the following email address: DOH.FMS.Grants.Provider.Agreements@alaska.gov.

By entering into this agreement, both parties affirm their commitment to working collaboratively to meet the behavioral health needs of individuals in Alaska, ensuring that they receive the necessary support to thrive in their communities.