

State of Alaska, Department of Family and Community Services
Division of Juvenile Justice
Grants & Contracts Support Team
PO Box 112650, Juneau, AK 99811-2650

On-site Occupational Therapy at DJJ facilities in Bethel and Fairbanks

_____(**Provider**) enters into a Provider Agreement with the State of Alaska, Department of Family and Community Services (DFCS) Division of Juvenile Justice (DJJ) for the purpose of providing occupational therapy services to youth residing in DJJ's specialized neurobehavioral treatment facilities in Bethel and Fairbanks. 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;
- B. 7 AAC 50.210(a) – (e), Qualifications & responsibilities of persons having regular contact with children in a facility;
- C. Privacy & Security Procedures for Providers;
- D. Federal Assurances and Certifications
- E. State of Alaska HIPPA Business Associate Agreement
- F. How to Obtain a Vendor Number
- G. Resolution-Wavier of Sovereign Immunity

ATTACHMENTS:

- 1. Client Log
- 2. Billing Form
- 3. Request for Waiver of Staff Ratio, Same Gender Supervision Requirement(s)

I. PROVIDER ELIGIBILITY

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

- A. Proof of A Federal Tax ID Number
- B. A current State of Alaska Business License
- C. A current Occupational Therapy License issued by the State of Alaska
- D. Alaska Native entities 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);
- E. 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.)
- F. Providers will agree to the provisions of the attached Privacy & Security Procedures.

- G. Must have current malpractice insurance as a provider and/or by the physician as your company policy dictates. (Malpractice insurance is NOT available through the Department of Family and Community Services).

By submitting a signed Agreement, the Provider further agrees to comply with the following:

- A. During the effective period of this Agreement, the Provider agrees to keep current any and all licenses, certifications, and credentials required of the providing agency, staff, and facility to qualify for providing services to DFCS clients under this agreement.

II. DESCRIPTION OF SERVICES

The Provider will offer on-site occupational therapy services tailored to the individual youth which may include, but is not limited to, assisting youth to write resumes, plan careers, and edit essays for college admission or scholarship applications.

Therapy will be individualized for each youth including identifying their particular issues and coping strategies and helping them to reframe thinking patterns.

The goals of this program are to see youth participating in OT therapy and interventions demonstrate:

- A decrease in the frequency and severity of behavioral incidents with the neurobehavioral treatment units,
- An increase in school attendance, and
- Improvement in specific functional skills identified in their occupational therapy evaluations

A. Availability

The occupational therapy services will be provided within 3 hours/days of request by unit staff . Youth must have an occupational profile completed within 30 days of admission to a neurobehavioral treatment unit.

III. CLIENT ELIGIBILITY

Occupational therapy services will be provided only to youth in the custody of DJJ in Bethel and Fairbanks.

IV. BILLING

Providers submitting billing claims to DFCS for services provided to eligible clients shall include itemized charges for the DFCS approved service described in Section II.

All billing claims will consist of the Billing Form and supporting Client Log(s). The required forms are provided as Attachments 1 and 2 to the Provider Agreement. Provider and the State of Alaska, Department of Family and Community Services (DFCS), Division of Juvenile Justice (DJJ), agree that Provider will submit Billing Forms and supporting Client Log(s) to DJJ no later than the 15th of each month.

DFCS will pay providers at the rate of \$75 per hour for occupational therapy services.

Instructions for Confidential Submittal of Billing Claims

Each billing claim will consist of the completed Billing Form and the substantiating Client Log(s). Provider billing claims contain confidential information and will only be considered if they are securely transmitted to DJJ. Providers are 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. Three options are available for Provider submittal of billing claims.

1. Fax: Before transmitting personally identifiable client information reported under the terms of this Agreement, the Provider must first call or email the DFCS Program Contact. With a cover sheet marked CONFIDENTIAL, fax all pages of the billing claim to DJJ Program Coordinator, Josh Martinez (907) 465-2116 Joshua.Martinez2@alaska.gov
2. US Mail: The billing claims forms must be placed in a sealed envelope. The report must be sent by certified, registered, or express mail, with a requested verification of receipt by the appropriate individual or office. Mail to: Josh Martinez, State of Alaska Division of Juvenile Justice, PO Box 110635, Juneau, AK 99811-2635.
3. State of Alaska Email: Completed billing forms and client log can be scanned and submitted as an email attachment to Program Contact Josh Martinez at Joshua.Martinez2@alaska.gov

DFCS is the sole source of payment for delivery of the identified services. Clients receiving DFCS funded services under this Agreement will not be charged any fee, deductible, co-pay or administrative fee for covered services, and neither will their parents/guardians. Providers will not bill private or government insurances for the services.

Except when good cause for delay is shown, DFCS will not pay for services unless the Provider submits a billing claim and all required documentation within 30 days of the date the service was provided.

Billed claims for which DFCS issues payment are considered certified by the Provider as true and accurate, unless written notice of an error was sent by the Provider to DVCS within 30 days after the receipt of electronically transferred funds or endorsement of an issued payment warrant.

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.

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 provisions of Section VI of this Agreement. The Provider agrees to submit any reporting/billing information required under this Agreement and make available information DFCS deems necessary 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 with 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, under the health oversight agency exception of HIPAA, the Provider agrees to provide DFCS copies of the Provider's records created under this Agreement. 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, overtime, and 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; conflicts of interest; and 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 DOH Division of Public Health

Background Check Program before providing employment or other services unless a provisional valid criminal history check has been granted under 7 AAC 10.920 or a variance granted under 7 AAC 10.935. Information about applying for a valid criminal history check is available at <http://DFCS.alaska.gov/dhcs/pages/cl/bgcheck/default.aspx>, by calling (907) 334-4475 or emailing BCU@alaska.gov, or toll free in state at (888) 362-4228.

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. The Provider agrees to maintain 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. Worker's Compensation Insurance for all staff employed in the provision of services under this Agreement, as required by AS 23.30.045. 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 occurrence.
 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 occurrence.
 4. Professional Liability Insurance covering all errors, omissions, or negligent acts in the performance of professional services under this Agreement. This insurance is required for all Providers 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.

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); and
- 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 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

The DFCS Occupational Therapy program is funded with State funds, which are awarded on an annual basis. During each state fiscal year, DFCS may authorize payment of costs under a Provider Agreement only to the extent of money allocated to that fiscal year. Because there is a fixed amount of funding on an annual basis, it may at times be necessary for DFCS to prioritize the client population served under this agreement. Limitations may include, but are not limited to, a moratorium on types of services, 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, fault shall be apportioned on a comparative fault basis.

“Provider” and “DFCS” 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 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 amendments to this Agreement may be necessary to ensure compliance with applicable law. Upon receipt of notification from DFCS that change in law affecting this Agreement has occurred, the Provider will promptly agree to enter into negotiations with DFCS to amend this Agreement to ensure compliance with those changes.

XVI TERMINATION OF AGREEMENT AND APPEALS

The Provider agrees to notify DFCS immediately if it is no longer eligible to provide services based on applicable Provider eligibility requirements set out in Section I of this Agreement. Notification of ineligibility 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 a decision to terminate a Provider Agreement under 7 AAC 81.200. Appeals will be conducted in accordance with 7 AAC 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 and 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, its appendices, and its attachments.

PROVIDER**DEPT OF FAMILY & COMMUNITY SERVICES**_____
Signature of Authorized Provider Representative & Date_____
Signature of DFCS Representative & Date_____
Printed Name & Title of Provider Representative_____
Kyle Scherrer, Division Operations Manager_____
Provider Contact**DFCS Contacts & Mailing Address**_____
Provider Mailing Address**PROGRAM UNIT**

Josh Martinez, Program Coordinator 2

Division of Juvenile Justice

PO Box 120650

Juneau, AK 99811-2650

Phone: (907) 465- Fax: (907) 465-2333

Joshua.Martinez2@alaska.gov_____
Provider Phone Number/Fax Number**ADMINISTRATIVE CONTACT**

TBD, Grants Administrator

Grants & Contracts Support Team

PO Box 112650

Juneau, AK 99811-2650

Phone: (907) 465-8142

fcs.fms.grants@alaska.gov_____
Provider Email Address_____
Provider's 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. Confirm entity type below.

- ☐ Non-Profit Organization Incorporated in the State of Alaska, or tax exempt under 26 U.S.C. 501(c)(3)
- ☐ Private For-profit Business, licensed to do business in the State of Alaska
- ☐ Political Subdivision of the State (City, Borough or REAA)
- ☐ 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 G to this Provider Agreement.

SUBMITTAL CHECKLIST

Scan the following documents as a single file. The Provider Agreement section is 4.06, Question 1.

The following documents, each completed and signed by an authorized agency signer:

- ___ Provider Agreement, first and last pages or the entire document;
- ___ Provider Agreement Appendix D, Final page; and
- ___ Provider Agreement Appendix G (if applicable), Whole document;

The uploaded file must also include:

- ___ Resumes of direct services staff, each showing work experience in juvenile justice, law enforcement, corrections, and/or residential care services.