

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

**COMPLEX BEHAVIOR COLLABORATIVE CONSULTATION AND TRAINING
PROVIDER AGREEMENT**

_____, (Consultant) enters into a Provider Agreement with the State of Alaska, Department of Health & Social Services (DHSS), Division of Behavioral Health (DBH) for the purpose of providing behavioral consultation and training services to Alaska service providers and families for the Hub component of the State of Alaska's Complex Behavior Collaborative. The DHSS (Pioneer Homes, Alaska Psychiatric Institute (API), Senior and Disabilities Services, Behavioral Health, the Governor's Council on Disabilities and Special Education, and the Alaska Mental Health Board), in partnership with the Department of Corrections, and the Alaska Mental Health Trust Authority, contracted in 2009 with the Western Interstate Commission for Higher Education (WICHE) for consultation to explore options to meet the needs of a difficult to serve sub-population that crosses division and department boundaries as represented by the partnering agencies named above. This sub-population may exhibit maladaptive behaviors that are frequently dangerous and possibly life-threatening. These behaviors are often complicated by medical or mental health factors. The result is behavior that escalates to a crisis level. Due to the lack of community capacity, the only care available may be found in a hospital emergency department, Alaska Psychiatric Institute (API), or in out-of-state Intermediate Care Facility for the Mentally Retarded (ICF/MR).

Whether the individual is a person in API with co-occurring developmental and mental health issues, an elderly person in Pioneer Homes with dementia or a developmentally disabled inmate with a serious mental illness, one common characteristic is aggressive behavior that cannot be managed in the community. At the community level, Alaska service providers lack the necessary skills and continuum of supports to safely and adequately serve these complex needs. The goal of this project is to build capacity, build expertise within the State and provide services at the community level, thereby preventing and/or reducing hospitalization and institutional care.

The Complex Behavior Collaborative provides a unique service model with focus on replacing behaviors for maladaptive behaviors with more emphasis on identifying key factors that may be causing/supporting the maladaptive behavior in the first place, as well as enhancing and developing workforce capacity and expertise. It invests locally in the infrastructure and workforce rather than continuing to separate individuals from their families and communities for indefinite periods of time.

By entering into this Provider Agreement, the Consultant agrees to the following, including all applicable provisions of the following Appendices and Attachments:

APPENDICES:

- A. 7 AAC 81, Grant Services for Individuals, Revised 6/23/06
- B. Program and Licensing Statutes & Regulations
 - 7AAC5-7AAC165, Title 7 Health and Social Services
 - 20AAC 40.010 – 20AAC 40.990, Mental Health Trust Authority
 - 12AAC 2 – 12AAC 75, Boards and Commissions Subject to Centralized Licensing

AS 08, Business and Professions

AS 47, Welfare, Social Services and Institutions

Alaska Statutes and Administrative Code listed here as Appendices A. and B. may be reviewed at: <http://www.law.state.ak.us/doclibrary/doclib.html>)

- C. Privacy & Security Procedures for Providers
- D. Resolution for Alaska Native Entities (if applicable)

ATTACHMENTS

1. Complex Behavior Collaborative Executive Summary
2. Monthly Invoice
3. Monthly Client Log
4. Travel Reimbursement Request
5. Memorandum of Agreement – To be signed on receipt with signed copy returned to DBH and copy sent to the Alaska Service Agency
6. Complex Behavior Collaborative Referral Form

I. CONSULTANT QUALIFICATIONS

DOCUMENTATION

In addition to the provisions of Appendices A and B to this Provider Agreement, the Consultant agrees to comply with the provisions of all other applicable state and federal law and declares and represents that it meets the qualifications required for a Service Provider for this Agreement. The Consultant cannot be on an Office of the Inspector General (OIG) exclusion list. The Consultant must meet the following criteria, and with the signed Agreement, the Consultant must submit the following documentation:

- A. Proof of a Federal Tax ID Number;
- B. A current State of Alaska Business License;
- C. Alaska Native entities¹ entering into a Provider Agreement with DHSS must provide a waiver of immunity from suit for claims arising out of activities of the Consultant related to this Agreement, using Appendix D;
- D. A resume, copy of professional license, copy of diploma in field of study, certification and/or other documentation that demonstrates that the Consultant meets the minimum levels of education and experience required in each field of expertise (see the specific qualifications listed under the heading, “Criteria for Qualification in Fields of Expertise”):
 1. Experience working with individuals who experience a cognitive impairment and expertise in at least one of the following areas: behavioral health, Intellectual and Developmental Disabilities (IDD), Alzheimer’s Disease and Related Dementia (ADRD), a Traumatic Brain Injury (TBI), substance abuse and/or co-occurring condition.
 2. Experience developing behavioral intervention plans, working with large support teams and families and be able to model and mentor Alaska service providers and family members in implementing recommended plans.
 3. Experience and proficiency providing training for individuals, groups and agencies.
 4. Field based experience and skills.

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

- E. Necessary credentials for service personnel, such as copies of valid and current certifications or licenses. All applicants are expected to follow licensing/certification rules for the State of Alaska for their field of practice.
- F. Professional letter of reference.
- G. Three letters of reference from entities for whom applicant has provided professional services in the field(s) of expertise the Consultant is offering through this Agreement.
- H. Sample work product of an assessment, behavioral intervention plan, and functional assessment.

COMPLIANCE ASSURANCES

By submission of the signed Agreement, the Consultant further agrees that they will comply with the following:

- A. During the effective period of this Agreement, the Consultant agrees to keep current any and all licenses, certifications and credentials required to qualify for providing services to DHSS clients through this Agreement, and to keep current the necessary documentation on file with DHSS to demonstrate compliance. The Consultant agrees to notify the DHSS/DBH Project Coordinator within 15 days of changes in any of the preceding.
- B. Participation in orientation that may be provided to acquaint the Consultant with people, systems and operations relevant to the scope of work.
- C. Consultants entering into this agreement must have the ability and be willing to travel in small planes, by boat, snowmachine and/or other modes of local transportation, which depending on the season, and/or location, may be necessary to get to the service site.
- D. A Consultant entering into this agreement will have access and a means of providing initial and continuing technical assistance and follow-up, e.g. repeat visits, teleconferencing, videoconferencing, or telemedicine (keeping in mind that some technology may not be available in some rural, remote locations).
- E. Signed MOA between the Consultants and the client's designated Alaska service provider. (Attachement #5, Memorandum of Agreement)

CRITERIA FOR QUALIFICATION IN FIELDS OF EXPERTISE

Criteria for Minimum Levels of Education and Experience required for each field of expertise sought through this Provider Agreement:

Referrals to the Consultant from DBH will be guided by client's needs and Consultant's expertise. Preference may be given to a consulting agency with expertise in two or more of the identified populations. Experience as it relates to children/youth and adults should be included. If an applicant has experience across several of the identified populations they may qualify in each area by submitting the supporting documentation listed in the following sections:

- A. One - Qualified Consultants for individuals experiencing Alzheimers Disease and Related Dementias (ARD) must have at a minimum as demonstrated by their resume, license, diploma, certification or other submitted documents:**
 - 1. Master's level education or higher in their field of study and,
 - 2. Four years of direct experience working with people who are diagnosed with ARD and who experience multiple co-morbidities or incapacitation that limits or prohibits the performance of activities of daily living; and
 - 3. Two years treating dementia patients with behavioral disturbances; and

4. Two years developing and implementing behavioral intervention plans; and
5. Two years experience providing training for individual client focused instruction and agency staff training.

B. Two - Qualified Consultants for individuals experiencing intellectual and developmental disabilities (IDD) must have at a minimum as demonstrated by their resume, license, diploma, certification or other submitted documents:

1. Master's level education or higher in their field of study; and
2. Four years of experience working with people with developmental disabilities and challenging behaviors with particular emphasis on positive interventions; and
3. Two years experience in a position responsible for assessing, designing, and implementing interventions and/or oversight of these activities for people with DD and challenging behaviors, people with dual or poly diagnoses and/or autism; and
4. Two years developing and implementing behavioral intervention plans and
5. Two years experience providing training for individuals and in group settings

C. Three - Qualified Consultants for individuals experiencing Traumatic Brain Injury (TBI) must have at a minimum as demonstrated by their resume, license, diploma, certification or other submitted documents:

1. Master's level education or higher in their field of study; and
2. Have demonstrated 4 years of direct clinical experience working with individuals experiencing TBI; and
3. Have demonstrated training in neuropsychiatry, neuropsychology, neuro rehabilitation or cognitive rehabilitation; and
4. Two years developing and implementing behavioral intervention plans; and
5. Two years experience providing training for individuals and in group settings

D. Four - Qualified Consultants for individuals experiencing a Chronic Mental Illness must have at a minimum as demonstrated by their resume, license, diploma, certification or other submitted documents:

1. Master's level education or higher in their field of study; and
2. Four years of direct experience working with a population with chronic mental illness who have complex behavioral and management issues and that experience multiple co-morbidities that impact their ability to stay safely at a community level of care; and
3. Two years developing and implementing behavioral intervention plans; and
4. Two years experience providing training for individuals and groups

E. Five - Qualified Consultants for individuals with substance abuse issues must have at a minimum as demonstrated by their resume, license, diploma, certification or other submitted documents:

1. Bachelor's level education or higher in their field of study; and
2. 8-10 years of direct experience (with 2 of those years in a residential setting) working with a population of substance abuse disordered adults with complex behavioral and

management issues and who experience multiple co-morbidities that impact their ability to remain safely at a community level of care in residential and day treatment settings; and

3. 6-8 years of experience treating individuals who experience cognitive disabilities and deficits (including FASD), and substance abuse disorders, and
 4. 4 years developing and implementing behavioral intervention plans; and
 5. 4-6 years experience providing training for individuals and in group settings.
- F. For All Fields of Expertise listed above– Consultants are encouraged to include documentation of experience providing behavioral health treatment to sex offenders.

II. DESCRIPTION OF POPULATION TO BE SERVED

A. Client Eligibility

The identified clients for this project are children/youth and adults (aged 6 and over) who are cognitively impaired and demonstrate complex behavior management issues. This may include individuals experiencing one or more of the following:

1. A chronic Mental Illness
2. An Intellectual and Developmental Disability
3. Alzheimer’s Disease and Related Dementia
4. A Traumatic Brain Injury, and/or
5. Chronic Alcoholism with Cognitive Impairment

B. Eligible Clients:

1. have housing;
2. have an Alaska service provider willing to work with them and the Consultant;
3. need interventions outside the skill set of current program staff in order to ensure the safety of those involved;
4. are already receiving services supported by the DHSS; and,
5. have exhausted all other avenues of treatment available and be at risk for out-of- state placement or psychiatric hospitalization;
6. exhibit behaviors that are complex, presenting a high risk of danger to self or others without intervention;
7. experience a high degree of severely complex behaviors;
8. demonstrate instability to function independently in the community or current living environment;
9. may reside in an institution (API, ICF/MR, Pioneer Home, etc.);
10. are at risk of moving to a higher level of care;
11. are high-end resource users defined as frequently utilizing multiple systems which may include emergency room services, acute psychiatric care, substance abuse programs, and/or jail; and
12. be medically stable (i.e., from a medical standpoint are described as stable and able to participate in the program).

C. Entering into this agreement does not guarantee the Consultant will receive a referral.

The DHSS/DBH project coordinator will determine the appropriateness of the community referral for these services and select the Consultant determined to be the most appropriate

to meet the needs of the identified individual. Prior to initiating service, the Consultant must have received a written referral from the DHSS/DBH Project Coordinator (Attachment 6, Complex Behavior Collaborative Referral Form).

III. DESCRIPTION OF SERVICES

Only the Department of Health and Social Services, Division of Behavioral Health may approve services under this agreement.

Services may be provided to multiple clients residing at the same agency, providing it is not detrimental to the client, family or agency. In this circumstance, training to the provider will be a combined training with a single reimbursement unless otherwise approved by the Project Coordinator.

The intended outcomes of the services requested through this Provider Agreement for consultation and training are to:

- Stabilize the identified client.
- Establish or stabilize adaptive behavioral patterns to replace the maladaptive behavior.
- Prevent the identified client from institutional levels of care, and, improve the family's and/or Alaska service provider's skills to replicate services to maintain the identified client safely at a community level of care.

A. Delivery of Service – Timelines

1. Within 2 business days of receiving the referral from the DHSS Division of Behavioral Health, unless otherwise approved by the Project Coordinator, the Consultant in this agreement will:

- a. Contact the Alaska service provider and make arrangements to review existing treatment documents, and schedule a time for completing recommendations for a behavioral intervention plan.
- b. Provide DHSS/DBH Project Coordinator with an estimated number of days to complete reviews and observations, assist with development and implementation of the behavior intervention plan, and complete required training.
- c. Sign the MOA and return original to DBH and a copy to the Alaska Service Provider. (Attachment 5, Memorandum of Agreement and under Compliance Assurances, Letter - E)

2. Within 15 business days of contacting the Alaska service provider the Consultant will, unless otherwise approved by the DHSS/DBH Project Coordinator:

- a. Complete a behavioral intervention plan with recommendations as described below (C. Define Services, #1 & 2) and submit a copy to the DHSS/DBH Project Coordinator,
- b. Provide training to the family and primary staff providing services to the client as described below, (C. Defined Services, #3 and Training and Technical Assistance, Letter - a),
- c. Upon prior approval by the DHSS/DBH Project Coordinator, arrange for agency staff training which may include multiple staff from multiple agencies as described below (C. Defined Services #3 and Training and Technical Assistance, Letter - c),

- d. Determine ongoing technical assistance needs,
- e. And develop a written plan for phasing out consulting services, service completion (Defined Services #5).

B. Services to be Rendered

This agreement solicits Consultants (agencies and/or individuals) who are experts in the areas of behavioral health, Intellectual and Developmental Disabilities (IDD), Alzheimer's Disease and Related Dementia (ADRD), substance abuse and/or a Traumatic Brain Injury (TBI) and who are successfully working with people who exhibit maladaptive behavior that is often dangerous, possibly life-threatening, and could be complicated by medical or mental health factors. The Consultant under this agreement will provide:

1. Case-specific consultation, comprehensive review of assessment and diagnostic services,
2. Written behavioral intervention plan recommendations,
3. Direct on-site (in the home, congregate living situation, etc.) training to families and Alaska service providers about implementation of the behavioral intervention plan, and
4. On-going training and technical assistance to families and Alaska service providers as approved by the DHSS/DBH Project Coordinator.

C. Defined Services

Under this agreement, services are bundled to provide the full array of services defined below, including training in the home, congregate living situation, etc., for families and Alaska service provider's staff. Consultants will be expected to travel to the community of the identified client to provide behavioral intervention plan recommendations and training with ongoing technical assistance through video conferences, teleconferences, telemedicine, or other means.

1. Maladaptive Behavioral Analysis

The Consultant's maladaptive behavioral analysis will be based upon the following:

- a. direct observation of the identified client,
- b. interviews with the identified client, family, and Alaska service providers,
- c. evaluate the identified client's home and/or other locales where the identified maladaptive behaviors are exhibited,
- d. functioning level of the identified client,
- e. assess the identified client's family and/or Alaska service provider skill set
- f. review of previous interventions used, and
- g. review of existing records.

2. Behavioral Intervention Plan

The Consultant will develop a written behavioral intervention plan based on their observations and review of assessments and using techniques that are designed to decrease maladaptive behaviors while increasing positive alternative behaviors. This service is intended to help clients in developing and maintaining the skills necessary to remain safely at a community level of care and avoid institutional placement.

The Alaska service provider will follow-up on any recommendations for additional testing/assessments which will be completed utilizing Alaska Medicaid providers as

appropriate to the individual served. The Consultant's findings and recommendations must be included in the behavioral intervention plan.

The behavioral intervention plan will clearly delineate:

- a. salient factors that likely contributed to the dysfunctional behavior,
- b. the interventions and activities designed to develop and stabilize functional behaviors to replace the identified maladaptive behaviors,
- c. the frequency of the interventions and activities,
- d. individuals other than the person of focus who may also require programmatic intervention to assure desired treatment effects for the person of focus and their behavioral support plans,
- e. the resource (dollar, people, time, programmatic access, training, etc. required for the plan to be successful,
- f. the person(s) responsible for implementing the interventions and activities,
- g. data elements required and a method for tracking implementation of the interventions and activities,
- h. data elements required and a method for tracking identified client progress, and
- i. the frequency for review of the behavior intervention plan for effectiveness and modification as necessary.

The behavioral intervention plan will be incorporated into the individual plan of care by the agency.

3. Training and Technical Assistance

While onsite, the Consultant will:

- a. Train the identified client's family and/or Alaska service provider staff about implementing the behavioral intervention plan through modeling, mentoring and shadowing,
- b. Share observations and offer suggestions about how to better interact with the client, implement the behavior plan, and make or modify changes in the behavior intervention plan,
- c. Based upon identified need, and upon prior approval by the DHSS/DBH Project Coordinator offer a generalized behavior modification training for all agency staff as needed. Note: Training may include staff from multiple agencies since more than one agency may be working with individuals exhibiting similar behaviors or providing services to one individual, and
- d. Work to address and repair relationship damage among the client, agency staff, and family members as needed.

In addition to the on-site training and technical assistance, the Consultant will provide on-going technical assistance to answer questions and problem solve through teleconferencing, video conferencing, or other means as directed by DHSS/Division of Behavioral Health staff.

4. Transition Plan

For individual's in institutions a written transition plan will be developed five business days prior to their return to their home community.

5. Service Completion

Five business days prior to ceasing services, the Consultant will provide a discharge summary and summary of findings to include recommendations for the client's continued success.

IV. BILLING

When submitting claims to DHSS for services provided to a client, the Consultant shall include itemized charges describing only the following DHSS approved services using Attachment #2, Monthly Invoice, Attachment #3, The Monthly Client Log, and may include Attachment #4, Travel Reimbursement Request).

- A. Maladaptive Behavioral Analysis and Behavioral Intervention Plan: \$200.00 per hour not to exceed \$2800.00 – one time only per client unless otherwise approved by program coordinator
(This service includes a comprehensive review of available assessments, analysis of the individual's behavior, skills and abilities, in the context of their medical/psychiatric, and developmental diagnosis and functioning).
- B. Transition Plan service: \$200.00 – Hourly Rate (not to exceed 3 hours unless otherwise approved by the program coordinator)
(Transition plans for those clients moving from institutional care to community base services)
- C. Service Completion plan: \$200.00 – Hourly Rate (not to exceed 3 hours unless otherwise approved by the program coordinator)
(Recommendations for sustainability following completion of consultation services.)
- D. On-site training for family and identified Alaska service provider(s) for implementation of the behavior intervention plan and agency staff training: \$225 per hour not to exceed \$1800 per day.
- E. Ongoing Technical Assistance/Consulting service: \$200.00 – Hourly Rate
- F. Reimbursement for Travel Costs include the following restrictions Attachment #4:
 - 1. Consultants will only be reimbursed for airfare, parking, taxi, hotel, rental car expenses and travel time (See Item 5 below).
 - 2. For air travel the Consultant must purchase the best fare for the most direct route that meets the business needs of this agreement. The expenses may not include first-class seating or travel on a carrier other than a United States carrier unless no other form of air travel is available; and
 - 3. Reimbursement for travel expenses will be paid based on the actual costs, not including gratuities, of moderately-priced transportation and accommodations.
 - 4. Billing for all travel costs incurred will also require copies of the traveler's airline ticket receipt(s) and boarding pass(es), itemized commercial lodging facility receipt(s), and rental

car agreement(s), taxi receipts and receipts for any other travel costs approved by the DHSS project coordinator.

5. Travel time will be reimbursed at \$200.00 per day for each travel day not to exceed two days per trip.

- G. Billing for services must be submitted within 30 days of the end of the month in which services were rendered; and using the attached form (Attachment 2 – Monthly Invoice), each Monthly Invoice must be accompanied by a Monthly Client Log (Attachment 3) that accurately supports the billed services. If billing for reimbursement of travel costs, the monthly invoice must also include a summary of Travel documented on the Travel Reimbursement Request (Attachment 4); which must be accompanied by the supporting travel receipts for the billing period.
- H. DHSS is the payer of last resort. If applicable to the services provided under this agreement, the Consultant will have a Medicaid Provider Number and will make reasonable effort to bill all eligible services to Medicaid or any other available sources of payment before seeking payment through this provider agreement. Clients seen through DHSS funded services will not be charged any sliding-scale fee, deductible, co-pay or administrative fee for covered services.

Clients with a primary payer source such as private insurance or Medicaid are eligible to be enrolled in the services described in this agreement if they meet the client eligibility requirements. The Consultant must bill the primary source first, and submit an Explanation of Benefits noting denial of payment for services if payment is being sought from DHSS for clients with a primary payer source. If DHSS pays for a service, and a primary payment source subsequently submits payment for the same service, the Consultant shall credit back to DHSS any other-source payments received by the Consultant.

- I. Except when good cause for delay is shown, DHSS will not pay for services unless the Consultant submits a claim within 30 days following the end of the month.
- J. Endorsement of a DHSS payment warrant constitutes certification that the claim for which the warrant was issued was true and accurate, unless written notice of an error is sent by the Consultant to DHSS within 30 days after the date that the warrant is cashed.
- K. Consultants may submit claims in paper form, or electronically. Refer to Section VI of this document for explicit instructions about the submission of confidential or other sensitive information. Consultants will be responsible for using appropriate safeguards to maintain and insure the confidentiality, privacy, and security of information transmitted to DHSS until such information is received by DHSS.

V. SUBCONTRACTS

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

VI. CONFIDENTIALITY AND SECURITY OF CLIENT INFORMATION

The Consultant 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 Consultant 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 DHSS, except as permitted by other state or federal law.

By entering into this Agreement the Consultant acknowledges and agrees to comply with the Privacy and Security Procedures for Providers as set forth in Appendix C to this Agreement.

Confidential Reporting Instructions

To protect the confidentiality of personally identifiable client information, reported electronically, the Consultant must first establish the mechanism for a secure file transfer. DHSS has recently adopted a platform called YouSendIt (YSI), which meets HIPAA requirements for data encryption.

Do not, under any circumstances, send Electronically Protected Health Information (EPHI) or other sensitive data in email. In order to transfer these files in a HIPAA-compliant manner, the Consultant must use YSI. Additionally, YSI must be used **only** for the transfer of EPHI or other sensitive data, and not for other communications. A mini-training for YSI is accessible through this link:

http://www.hss.state.ak.us/grantees/ysi/ysi-intro_files/frame.htm and the training contains a link to the site where the software can be downloaded at no cost.

Alternatively, the Consultant may submit hard copy information, in a sealed envelope, stamped “confidential” and 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. Call or email the Program Contact identified under the DHSS signature at the end of this Agreement to arrange for secure transfer of protected client information to be reported directly to your DHSS/DBH Project Coordinator.

VII. REPORTING AND EVALUATION

- A. Data and Evaluation Data will be submitted to the DH&SS as requested.
 1. The Consultant is responsible for collecting, measuring, and providing to the DHSS/DBH Project Coordinator outcome data on:
 - i. effectiveness of training for the family, the identified Alaska service provider(s), and group trainings;
 - ii. increased proficiency and expertise level of the family/Alaska service providers; and
 - iii. improvement in the client’s behavior as identified in the behavior intervention plan.
 2. The Consultant will submit outcome data to the DHSS, Division Behavioral Health, Project Coordinator within 15 days of terminating services to the client and the Alaska service agency.

3. The consultant will submit a copy of the evaluation tool used to the DHSS, DBH, Project Coordinator at time of data submission.
- B. The Consultant 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 Consultant agrees to submit any reporting information required under this Agreement and to make available information deemed necessary by DHSS to evaluate the efficacy of service delivery or compliance with applicable state or federal statutes or regulations.
 - C. The Consultant 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.
 - D. On-site Quality Assurance Reviews may be conducted by DHSS staff to ensure compliance with service protocols. The Consultant will ensure that DHSS 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 Consultant will retain financial, administrative, and confidential client records in accordance with their policies, 7 AAC 81.180, and with Appendix C to this Agreement. It is expected that the Alaska service agency will receive and incorporate recommendations by the Consultant into the client's clinical record. Upon request, the Consultant agrees to provide copies of the Consultant's records created under this Agreement to the Department of Health and Social Services, under the health oversight agency exception of HIPAA. The Consultant will dispose of records in accordance with HIPAA and their State's disposal laws. In the event a Consultant organization or business closes or ceases to exist as a Provider, the Consultant must notify DHSS in a manner in compliance with 7 AAC 78.185 and Appendix C to this Agreement.

IX. ADMINISTRATIVE POLICIES

- A. The Consultant 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 Consultant 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 Public Health, Background Check Program ("BCP") before

- employment or other service unless a provisional valid criminal history check has been granted under 7 AAC 10.920 or a variance has been granted under 7 AAC 10.935. For specific information about how to apply for and receive a valid criminal history check please visit <http://www.hss.state.ak.us/dhcs/CL/bgcheck/default.htm> or call (907) 334-4475 or (888) 362-4228 (intra-state toll free);
3. Compliance with AS 47.17, Child Protection, and AS 47.24.010, Reports of Harm, including notification to employees of their responsibilities under those sections to report harm to children and vulnerable adults;
 4. If providing residential and/or critical care services to clients of DHSS, the Consultant 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 Consultant 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. 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 Consultant 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 Consultant 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 Consultant 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 Consultant has a collective bargaining agreement. The Consultant 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 Consultant shall comply with federal and state statutes and regulations relating to the prevention of discriminatory employment practices.

XI. CIVIL RIGHTS

The Consultant 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 Consultant 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 Consultant may not exclude an eligible individual from receiving services, but with concurrence from DHSS, 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 Consultant shall maintain the financial records and accounts for the Provider Agreement using generally accepted accounting principles.

DHSS may conduct an audit of a Consultant's operations at any time the Department of Health and Social Services determines that an audit is needed. The auditor may be a representative of DHSS; 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 Consultant will afford an auditor representing DHSS or other agency funding the agreement, reasonable access to the Consultant'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 Consultant to refund money paid on a questioned cost or other audit exception, if they fail to furnish DHSS with a response that adequately justifies a discovery of questioned costs or other audit exceptions.

XIII. LIMITATION OF APPROPRIATIONS

DHSS is funded with State/Federal funds, which are awarded on an annual basis. During each state fiscal year, DHSS 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 DHSS 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 Consultant shall indemnify, hold harmless, and defend DHSS from and against any claim of, or liability for error, omission, or negligent or intentional act of the Consultant under this Agreement. The Consultant shall not be required to indemnify DHSS for a claim of, or liability for, the independent negligence of DHSS. If there is a claim of, or liability for, the joint negligent error or

omission of the Consultant and the independent negligence of DHSS, fault shall be apportioned on a comparative fault basis.

“Consultant” and “DHSS,” 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 DHSS’s selection, administration, monitoring, or controlling of the Consultant and in approving or accepting the Consultant’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 DHSS that change in law affecting this Agreement has occurred, the Consultant will promptly agree to enter into negotiations with DHSS to amend this Agreement to ensure compliance with those changes.

XVI. TERMINATION OF AGREEMENT AND APPEALS

This agreement is effective until June 30, 2012. Services authorized under this Consultant agreement must be completed by June 30, 2012. Possible yearly extensions of the Provider Agreement will be based on funding availability.

The Consultant agrees to notify DHSS immediately if it is no longer eligible to provide services based on applicable Provider qualifications 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 DHSS.

A Consultant 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, DHSS 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 clients and information to other service providers, as directed by DHSS.

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

CONSULTANT

DEPT. OF HEALTH & SOCIAL SERVICES

Signature of Consultant Representative & Date
Date

Signature of DHSS Representative &

Printed Name Consultant Representative & Title

Printed Name - DHSS Representative & Title

Consultant Contact & Mailing Address

DHSS Contacts & Mailing Addresses

PROGRAM CONTACT**Reta Sullivan, Mental Health Clinician III**

Division of Behavioral Health

3601 C St., Suite 878

Anchorage, AK 99503

Phone(907) 269-8869 / Fax (907) 269-8166

Consultant Phone Number/ Fax Number

ADMINISTRATIVE CONTACT**Cindy Tappe, Grants Administrator**

Grants & Contracts Support Team

PO Box 110650

Juneau, AK 99811-0650

(907) 465-5424 / Fax (907) 465-8678

Consultant's Federal Tax ID Number

Consultants 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)