

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

Tribal Title IV-E PROVIDER AGREEMENT

_____, (Provider) enters into a Provider Agreement with the State of Alaska, Department of Health & Social Services, Office of Children's Services (DHSS) for the purpose of providing culturally appropriate family-focused and strength-based child welfare services to Federal Title IV-E eligible Alaska Native and American Indian children in DHSS custody for the State of Alaska's Federal Tribal Title IV-E Program. By entering into this Provider Agreement, the Provider agrees to the following, including all applicable provisions of Appendices A – G effective July 1, 2011.

APPENDICES:

- A. 7 AAC 81, Grant Services for Individuals, Revised 6/24/04
- B. Tribal Title IV-E Program Manual (210 pages total – please request if needed)
- C. Privacy & Security Procedures for Providers
- D. Resolution for Alaska Native Entities
- E. Federal Assurances & Certifications
- F. Monthly Activity Report
- G. Certificate of Expenditures (COE)

I. PROVIDER ELIGIBILITY

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

- A. 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 to provide a waiver of immunity from suit for claims arising out of activities of the Provider related to this Agreement (must Appendix D);
- D. Job Descriptions, Resume's and any licensing or credentials;
- E. Providers will agree to the provisions of the attached Privacy & Security Procedures.
- F. An approved IV-B Plan with Federal Region X.
- G. An existing child welfare infrastructure that currently provides services to DHSS children in foster care and/or at risk of foster care.
- H. Funds that can be matched with Title IV-E. Examples include:

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.

Federal

- Indian Child Welfare Act (ICWA) grant funds
- #638 Administration Funds (Indian Self-Determination Act Amendments of 1994)

Tribal

- Gaming Funds
- Tribal business profits
- Private foundation contributions
- Other Tribal controlled funds that are considered non-federal

State/Local

- State contracted funds if not already matched by the state

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

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

II. DESCRIPTION OF SERVICES

Tribal Title IV-E Federal Financial Participation (FFP) funds are available to the Provider as a reimbursement for allowable foster care administration and training expenses incurred by the Provider.

ADMINISTRATION

Title IV-E Administration – 45 CFR 1356.60 (c)

A. Description of Allowable Administration Costs:

1. Administration includes all of the staff, purchase of service contracts, and other operating costs necessary for properly administering the Provider's foster care, guardianship and/or adoption program. The following are examples of allowable administration costs:
 - i. Referral to services;
 - ii. Preparation for and participation in judicial determinations;
 - iii. Placement of the child;
 - iv. Development of the case plan;
 - v. Case reviews;
 - vi. Case management and supervision;
 - vii. Recruitment and licensing studies of foster homes;

- viii. A proportionate share of related agency overhead;
- ix. Costs related to data collection and reporting;
- x. IV-E eligibility determination activities; and
- xi. Rate setting

2. Cost Allocation:

Allowable Administration costs incurred by the Provider will be cost allocated on a quarterly basis according to the following formula:

The percentage (%) of all Native American children in foster care served by a Title IV-E Alaska Tribal Partner statewide who are in DHSS custody who are Title IV-E eligible times (x) 50% (Federal Financial Participation for administration)

3. Allowable Staff Administration Costs - Time Study Requirements:

All staff that provides direct services shall participate in the time study described in DHSS approved Cost Allocation Plan (Appendix B- Tribal Title IV-E Program Manual). The results of this time study shall be the basis for the allocation of the Provider's expenditures attributable to Title IV-E reimbursable activities.

TRAINING

Title IV-E Training – 45 CFR 1356.60(b)

B. Description of Allowable Training Costs:

1. Title IV-E FFP reimbursement is available for the costs of training child welfare personnel employed by the Provider's Child Welfare and ICWA programs. In addition, Title IV-E FFP reimbursement is available for short-term training (including travel and per diem expenses) for current and prospective foster or adoptive parents.

All training activities and costs reimbursed under Title IV-E shall be included in the DHSS and the Provider's Title IV-B "Child Welfare Services Plan" and have prior assurance from DHSS that the training is IV-E reimbursable.

2. The allowable training costs incurred by the Provider will be cost allocated based on the following method:

The percentage (%) of all Native American children in foster care served by a Title IV-E Alaska Tribal Partner statewide who are in DHSS custody and who are Title IV-E eligible times (x) the allowable Federal Financial Participation (FFP) for training expenses)

3. FFP for Training:

The Fostering Connections to Success and Increasing Adoptions Act of 2008 provided for an increase in FFP for the short term training of public and private agency staff who serve Title IV-E eligible children in IV-E allowable topics. (Beginning in federal FY 2010, the FFP was

60% and increases by 5% each year until in FY 2013 it will be 75%). The schedule is as follows:

- Fiscal Year 2012 (October 1, 2011 – September 30, 2012) 70%
- Fiscal Year 2013 (October 1, 2012 – September 30, 2013) 75%
- Fiscal Year 2014 and thereafter 75%

4. Title IV-E Allowable Training Topics:

Federal policy specifies what training topics for staff are subject to Title IV-E training reimbursement. Examples include:

- Preparation for and participation in judicial determinations
- Case management and supervision
- Referral to service
- Development of the Case Plan
- Placement of the child
- Case reviews
- Recruitment and licensing of foster homes and institutions
- Cultural competency related to children and families
- Title IV-E policies and procedures
- Social work practice, such as family centered practice and social work methods including interviewing and assessment
- Permanency planning including kinship care as a resource for children involved with the child welfare system
- Effects of separation, grief and loss, child development and visitation
- Foster care candidate determinations and pre-placement activities directed toward reasonable efforts if the training is not related to providing a service
- Communication skills required to work with children and families
- Activities designed to preserve, strengthen, and reunify the family, if the training is not related to providing treatment of services
- Child abuse and neglect issues, such as the impact of child abuse and neglect on a child, and general overviews of the issues involved in child abuse and neglect investigations, if the training is not related to how to conduct an investigation of child abuse and neglect
- Ethics training associated with a Title IV-E state plan requirement, such as confidentiality requirements
- General substance abuse, domestic violence, and mental health issues related to children and families in the child welfare system, if the training is not related to providing treatment or services
- Assessments to determine whether a situation requires a child's removal from the home, if the training is not related directly to conducting a child abuse and neglect investigation. Training on how to conduct specialized assessments such as psychiatric, medical or educational assessments are not permitted
- Training on referrals to services, not how to perform the service

5. Allowable Short Term Training Expenses:

- Travel to and from the training
- Per Diem (including)
 - Registration fees
 - Meals
 - Lodging

III. CLIENT ELIGIBILITY

Federal Title IV-E eligible Native American children in DHSS custody. DHSS shall be responsible for determining client eligibility for Title IV-E. When feasible, the Provider shall provide eligibility related information to assist DHSS in determining Title IV-E eligibility. The Provider is responsible for assuring compliance with all of the requirements of the federal Adoption and Safe Families Act.

IV. BILLING

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

Providers may submit claims in paper form, or electronically Refer to Section VI of this document for explicit instructions about the submission of confidential or other sensitive information. Providers will be responsible for using appropriate safeguards to maintain and insure the confidentiality, privacy, and security of information transmitted to DHSS until such information is received by DHSS.

Providers submitting claims to DHSS for reimbursement for Title IV-E Services provided to a client shall include itemized charges describing only the DHSS approved services

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

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

Confidential Reporting Instructions

To protect the confidentiality of personally identifiable client information, reported electronically, the Provider 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 Provider 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 to Providers.

Alternatively, the Provider 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 Program Coordinator.

VII. REPORTING AND EVALUATION

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

The Provider agrees to provide state officials and their representatives access to facilities, systems, books and records, for the purpose of monitoring compliance with this Agreement and evaluating services provided under this Agreement.

On-site Quality Assurance Reviews will be conducted by DHSS staff to ensure compliance with service protocols. The Provider 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.

The Provider agrees to submit the required Quarterly Time Studies in the format prescribed by DHSS (Time Studies will be completed by all employees in the agreed-upon cost pools). Providers will be notified of each Time Study Period approximately three weeks before the quarter begins. Time Studies will be due back to the Tribal IV-E Program Coordinator (emailed electronic Excel files through YSI) two weeks after the end of each time study period.

The Provider agrees to submit to the Tribal IV-E Program Coordinator electronic Monthly Activity Reports (Appendix E) in the format prescribed by DHSS. These reports include children that are currently being served by the Provider and indicate the placement and custody status of each child. The Provider will submit a report to reach DHSS 10 days after the last day of each month via email through YSI.

The Provider agrees to submit a monthly COE (Appendix E) due 10 days after the last day of each month. The COE can be submitted electronically via email to the Tribal IV-E Program Coordinator or as a scanned pdf file which contains the Provider signature, or it can be faxed to the Tribal IV-E Program Coordinator at (907) 465-3397. A pdf copy MUST also be emailed to the Grants Administrator. Kim.Ridle@Alaska.Gov. The COE does not require using You send It

Within 30 days of the end of each quarter DHSS shall reimburse Provider the federal share less the OCS administrative fee (currently 8%).

The Title IV-E reimbursement is restricted and the Provider agrees to spend the IV-E reimbursement it receives from DHSS on Tribally administered child welfare services as defined in 45 CFR 1357.10

DHSS shall be responsible for determining client eligibility for Title IV-E. When feasible, the Provider shall provide eligibility related information to assist OCS in determining Title IV-E eligibility.

DHSS is responsible for assuring the Provider is in compliance with all of the requirements of Title IV-E of the Social Security Act. The Provider is responsible for assuring compliance with their Title IV-B Plan, ICWA, and all of the requirements of the federal Adoption and Safe Families Act.

This Agreement is limited to the reimbursement of Title IV-E related administration and training activities and subject to applicable federal law and regulation. The Agreement does not include maintenance payments for foster care or subsidized adoption.

Reimbursements provided in this Agreement shall not result in a reduction in the amount of money from the Provider's administered sources spent or made available on child welfare services by the Provider. The base year shall be calendar year _____ (year provider entered into Tribal Title IV-E agreement with DHSS).

VIII. RECORD RETENTION

The Provider will retain financial, administrative, and confidential client records in accordance with 7 AAC 81.180 and with Appendix C to this Agreement. Upon request, the Provider agrees to provide copies of the Provider's records created under this Agreement to the Department of Health and Social Services, under the health oversight agency exception of HIPAA. The Provider will seek approval and instruction from DHSS before destroying those records in a manner approved by DHSS. In the event a Provider organization or business closes or ceases to exist as a Provider, the Provider must notify DHSS in a manner in compliance with 7 AAC 78.185 and Appendix C to this Agreement.

IX. ADMINISTRATIVE POLICIES

- A. The Provider must have established written administrative policies and apply these policies consistently in the administration of the Provider Agreement without regard to the source of the money used for the purposes to which the policies relate. These policies include: employee salaries, and overtime, employee leave, employee relocation costs, use of consultants and consultant fees, training, criminal background checks, if necessary for the

protection of vulnerable or dependent recipients of services, and conflicts of interest, as well as the following:

1. Compliance with OSHA regulations requiring protection of employees from blood borne pathogens and that the Alaska Department of Labor must be contacted directly with any questions;
 2. 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 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 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 appropriate levels of insurance necessary to the responsible delivery of services under this Agreement, which will include items 1 and 2 below, and may include all the following that apply to the circumstances of the services provided.
1. Workers Compensation Insurance 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 grantee 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 grantee 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);
- 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 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 Provider shall maintain the financial records and accounts for the Provider Agreement using generally accepted accounting principles.

DHSS 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 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 Provider will afford an auditor representing DHSS 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 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 Provider 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 Provider under this Agreement. The Provider 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 Provider and the independent negligence of DHSS, fault shall be apportioned on a comparative fault basis.

“Provider” 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 Provider and in approving or accepting the Provider’s work.

XV AMENDMENT

The Provider acknowledges that state and federal laws relating to information privacy and security, protection against discriminatory practices, and other provisions included in this agreement may be evolving and that further amendment to this Agreement may be necessary to insure compliance with applicable law. Upon receipt of notification from DHSS that change in law affecting this Agreement has occurred, the Provider 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

The Provider agrees to notify DHSS 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 DHSS.

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, DHSS may terminate this Agreement with 30 days notice. A Provider may also terminate the Agreement with 30 days notice, but must provide assistance in making arrangements for safe and orderly transfer of clients and information to other Providers, as directed by DHSS.

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

PROVIDER

DEPT. OF HEALTH & SOCIAL SERVICES

Signature of Provider Representative & Date

Signature of DHSS Representative & Date

Printed Name Provider Representative & Title

Printed Name - DHSS Representative & Title

Provider Contact & Mailing Address

DHSS Contacts & Mailing Addresses

PROGRAM CONTACT

Kristie Swanson, DHSS Program Administrator
Kristi.swanson@alaska.gov
Office of Children’s Services
P.O. Box 110630
Juneau, Alaska 99811-0630
Phone: (907) 465-1696
Fax: (907) 465-3397

Provider Phone Number/ Fax Number

ADMINISTRATIVE CONTACT

Kim Ridle, Grants Administrator
Kim.ridle@alaska.gov
Grants & Contracts Support Team
PO Box 110650
Juneau, AK 99811-0650
(907) 465-4823 / (907) 465-8678

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.

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)