

**Provider Agreement
State of Nevada
Department of Health and Human Services
Aging and Disability Services Division
Developmental Services Regional Centers**

Behavioral Consultation, Training and Intervention Services

This Agreement between State of Nevada, Department of Health and Human Services, Aging and Disability Services Division, (hereinafter called Division) and the undersigned Provider or Provider Group and its members (hereinafter called Provider) is dated as set forth below per the Scope of Work (Attachment A); and is made pursuant to Nevada Revised Statutes, Chapter 427A, there under to provide appropriate and timely services authorized for reimbursement (hereinafter called "services") to eligible Participants (hereinafter Participants) receiving services from the Division. On its effective date, this Provider Agreement supersedes and replaces any existing contracts between the parties related to the provision of Services to Participants. The Nevada Aging and Disability Services Division are authorized to obtain, and the Provider is ready, willing and able to provide, such services. Therefore, in consideration of the mutual promises and other valuable consideration exchanged by the parties hereto:

I. Provider Agrees:

1. To adhere to standards of practice, Provider Standards, certification requirements and levels of service as set forth in all applicable local, state and federal laws, statutes, rules and regulations as well as any applicable administrative policies and procedures set forth by the Division relating to the Provider's provision of services.
2. To operate and provide services to Participants without regard to age, sex, race, color, religion, national origin, disability or type of illness or condition. This includes providing services in accordance with the terms of Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794). To provide services in accordance with the terms, conditions and requirements of Americans with Disabilities Act of 1990 (P.L. 101-336), 42 U.S.C. 12101, and regulations adopted hereunder contained in 28 C.F.R. §§ 36.101 through 36.999, inclusive.
3. To provide services in accordance with the terms, conditions and requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and regulations adopted there under contained in 45 CFR 160, 162 and 164.
4. To provide services in accordance with the terms, conditions and requirements of the Home and Community Based Waiver for Individuals with Intellectual Disabilities and Related Conditions and Title XX as applicable.
5. To operate and provide services in an integrated community setting and in a manner that facilitates the Participant's choices and right to decision making; protects rights; promotes and supports personal goals and desires through active participation in the Individual Support Plan process with systems for effective measurement of outcomes towards achievement of goals; and maximizes opportunities for Participants to fully integrate in the broader community with full access to services, social, faith-based and civic activities to the same degree as afforded to the general public.
6. To be enrolled and be a Provider in good standing, including maintaining required training and criminal clearance checks for all employees and contractors, as a Medicaid Provider (Type 38) and accurately and timely bill for allowable Medicaid services.

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7. To report all incidents of denials of rights; abuse, neglect and/or exploitation and provide notifications on the use of restrictive interventions that occur with Participants to the Regional Centers in accordance with Division certification requirements, policy and procedures.
8. To provide to the Regional Centers, a report of any instance of Medicaid fraud or abuse in accordance with Division certification requirements, policy and procedures.
9. To obtain and maintain all licenses, permits, certification, registration and authority necessary to do business and render services under this Agreement. Where applicable, the provider shall comply with all laws regarding safety, unemployment insurance and workers compensation. Copies of applicable licensure/certification must be submitted to the Division at the time of each license/certification renewal.
10. To comply with the Provider certification requirements to conduct initial and every five years thereafter, state and federal criminal clearance checks for any employee, contractor and/or leaders of an organization and comply with the Nevada Medicaid Chapters 100 and 2100 Home and Community Based Waiver for Persons with Intellectual Disability and Related Conditions, as well as crimes listed under NRS 449.174 when making hiring determinations or contracting with individuals or entities.
11. To check the List of Excluded Individuals/Entities on the Office of Inspector General (OIG) website prior to hiring or contracting with individuals or entities and periodically, but no less than annually, check the OIG website to determine the participation/exclusion status of current employees and contractors.
12. To submit accurate, complete and timely claims based on prior authorization and actual services provided.
13. To conduct business in such a way that the Participant is afforded freedom of choice of provider, services and supports.
14. To ensure the organization has a system in place to protect against duplicate billing within and outside of the agency's service delivery system (e.g. Behavioral Health Services, Psychosocial Rehabilitative Services, Personal Care Attendant Services, etc.).
15. To exhaust all appeals processes prior to initiating any litigation against the Division.
16. To provide for adequate insurance coverage for any business liability and/or professional acts or omissions pursuant to this Agreement (refer to Attachment C). To the fullest extent permitted by law, provider shall indemnify, hold harmless and defend, not excluding the Division's right to participate, the Division from and against all liability, claims, actions, damages, losses, and expense, including, without limitation, reasonable attorneys' fees and cost, arising out of any alleged negligent or willful acts or omissions of Provider, its officers, employees and agents
17. That by signing this Agreement, Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or

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voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

18. That the Provider's books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Provider or its subcontractors, financial statements and supporting documentation, and documentation related to the Services and reimbursement claims under this Agreement shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Provider where such records may be found, with or without notice by the Division or its designee. All subcontracts shall reflect requirements of this paragraph.
19. That the Provider is associated with the State only for the purposes and to the extent specified in this Agreement, and in respect to performance of the agreed services pursuant to this Agreement, Provider is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Provider or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Provider shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees.
20. Provider will perform functions and/or activities that involve the use and disclosure of Protected Health Information in the provision of, or in claims for reimbursement for, Services as authorized by the Program; therefore, the Provider will be considered a HIPAA Business Associate of the Division unless Provider falls within an exception recognized by the federal Office of Civil Rights (HIPAA Privacy). It will be the responsibility of the Provider to fully document in writing to the Division the facts supporting any request to be recognized by the Division as being exempt from the execution of the Division's additional HIPAA Business Associate Agreement (Attachment B) (which upon execution shall be incorporated into this Agreement).
21. No Services may be provided to a Participant, nor reimbursement claimed, prior to Provider's (and any of the Provider's applicable subcontractors') separate execution and delivery of the Division's HIPAA Business Associate Agreement or otherwise receipt of the Division's concurrence in writing that Provider's (or applicable subcontractor's) Services fall

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within an exception from the HIPAA business associate requirements. Provider will have a duty to disclose to the Division any of its subcontractors that are providing business associate functions or activities (having access to Protected Health Information) including without limitation: claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, re-pricing, legal services, accounting services, consulting services, data aggregation, and office management.

22. Provider will furnish certificates of insurance or written evidence of self-insurance. Attachment C, Insurance Schedule
23. Both Parties Agree:
 1. That this Agreement may be terminated as follows:
 - a. Termination without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written 30-day notice by mutual consent of both parties or unilaterally by either party without cause. Provider agrees to provide ongoing, authorized services to a Participant until the termination date of the contract.
 - b. Division Termination for Nonappropriation. The continuation of this provider agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The Division may terminate this agreement, and the Provider waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Provider's funding from Division and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
 - c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon 30-day written notice of default or breach to the other party. In the case of a report of abuse, neglect, or exploitation by Provider staff that was substantiated by the Developmental Services Regional Center or law enforcement agency, this agreement may be terminated immediately.
 - d. Division Termination For Default. The Division may terminate this agreement immediately when the Division receives notification or determines that the Provider no longer meets the professional credential and/or licensing and/or certification and/or insurance requirements.
 - e. Winding up Affairs upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:
 - The parties shall account for and properly present to each other all claims for fees and expenses and pay those, which are undisputed and otherwise not subject to set-off under this Agreement or the Program;
 - The Provider shall work collaboratively with the Division during transition, provide current, written service status summaries for each Participant; Participant property inventories, medication logs

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and medication inventory; and if Provider is the representative payee, provide a financial accounting on the status of the Recipient's funds, including disposition of any unused funds within 5 business days of termination.

- Provider shall preserve, protect and promptly deliver into State possession all proprietary information owned by the State, if any.
 - Provider shall protect the confidentiality of all Participant records.
2. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of outstanding unreimbursed claims submitted pursuant to the Program.
 3. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
 4. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Provider consents to the jurisdiction of the Nevada district courts for enforcement of this Agreement.
 5. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed as consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

24. Reimbursement:

1. The Division will provide reimbursement payment for authorized and timely claimed services provided to qualified Recipients by the enrolled Provider, for any such services actually and properly rendered by the Provider in accordance with Division statutes, regulations, administrative policies and procedures, individual service plans and service authorizations unless direct billing to Medicaid has been established for certain Participants. The Division's reimbursement rates may vary over the term of this

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Agreement and must conform to the established reimbursement rates in force at the time the service was provided with respect to the Division's receipt of each Provider claim.

2. The Provider is responsible for the validity and accuracy of claims whether submitted on paper, electronically or through a billing service. The Provider agrees to reimburse the Division for payments that are not verified by Provider documentation.
3. Timeliness of billing is of the essence to the Agreement and recognition that the Division is on a fiscal year. All billings must be submitted within 30 days of the provision of services. Billings for services provided between June 1st and the 30th must be submitted to the Division no later than the first Friday in August of the same calendar year. All billing submitted late, which forces the Division to process the billing as a stale claim pursuant to NRS 353.097, will subject the Provider to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the Division of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Provider.
4. The Provider, whether direct billing to Medicaid or the Division, agrees to pursue the Participant's other medical insurance and resources and take all steps necessary to maintain eligibility for third party benefits prior to submitting a claim for service to the Fiscal Agent. This includes but is not limited to Medicare, Medicaid, private insurance, Recipient co-payments, medical benefits provided by employers and unions, worker compensation and any other third party insurance. Failure to do so will result in reimbursement deductions equal to the amount of loss of the participant's applicable benefits.
5. The Provider shall accept payment from the Division as payment in full on behalf of the Recipient, and agrees not to bill, retain or accept payments for any additional amounts except as provided for in the service authorization, as delineated in the ISP. The Provider shall immediately repay the Division in full for any claims where the Provider received payment from another party after being paid by the Division.
6. Provider agrees excess payments beyond authorized reimbursement to a Provider may be deducted from future payments.
7. Provider agrees to be responsible for federal or state sanctions or remedies including but not limited to reimbursement, withholding, recovery, suspension, termination or exclusion on any claims submitted or payments received. Any false claims, statements or documents concealment or omission of any material facts may be prosecuted under applicable federal or state laws.

25. Notices:

1. All notices must be in writing and shall be deemed received when delivered in person; by email; or, if sent to address on file by first-class United States mail, proper postage prepaid. Provider shall notify the Division and/or Fiscal Agent within five (5) business days of any of the following:
 - a. Any action which may result in the suspension, revocation, condition,

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limitation, qualification or other material restriction on a Provider's licenses, certifications, permits or staff privileges by any entity under which a Provider is authorized to provide Services including indictment, arrest or felony conviction or any criminal charge.

- b. Change in corporate entity, servicing locations, mailing address or changes to key personnel or any other information pertinent to the operations and / or provision of services.
- c. When there is a change in Provider business ownership, the new Provider must meet requirements for, at a minimum, provisional certification and adhere to Provider Standards. Existing Participant records must be kept confidential, and cannot be given to the new Provider until a new agreement with the Division has been fully executed. Existing service authorizations become void upon ownership change and must be renegotiated with the Division. In order to do so, the Division must be apprised of the change in ownership at least ninety (90) days in advance in order to assess certification status, agreement requirements and capability of the new owner to meet Participant service needs. Full disclosure of the terms of the sale must be provided to the Division.

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26. Term of Agreement:

This Agreement shall be in effect from _____ through _____
This Agreement will automatically renew for successive one-year terms unless terminated upon notice by either party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

Aging and Disability Services Division

3416 Goni Road, Building D-132
Carson City, NV 89706
Phone: 775-687-0545
Fax: 775-687-0573

Provider

Name: _____
Address: _____
Phone: _____
Fax: _____

Authorized Signature
Aging and Disability Services Division

Print Name

Administrator
Title

Date

Authorized Signature

Print Name

Print Title

Date

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**ATTACHMENT A
SCOPE OF WORK**

This document is attached hereto and incorporated into the Provider Agreement, which is active and in force at the time of the execution of this Agreement for:

Provider Name (Organization/Service Provider)

The purpose of this Agreement is to establish the obligations, expectations, and relationship between the Aging and Disability Services Division and the Provider to ensure quality behavioral consultation, training and intervention services are made available to eligible Participants in accordance with the federal requirements in the Home and Community Based Waiver for Individuals with Intellectual Disabilities and Related Conditions (HCBS Waiver) and Division policies. The Provider has represented to the State Aging and Disability Services Division, the ability to provide quality behavioral consultation, training and intervention services as defined in HCBS Waiver regulations, Division certification requirements and Provider Standards and policy as of the effective date of this Agreement.

1. Behavioral Consultation, Training, and Intervention

Behavioral consultation, training and intervention services provide behaviorally-based assessment and intervention for Participants, as well as support, training, and consultation to family members, caregivers, paid residential support staff, and/or jobs and day training staff. This service also includes participation in the development and implementation of Individual Support Plans and/or positive behavior support plans necessary to improve an individual's independence and inclusion in their community, increase positive alternative behaviors, and/or address challenging behavior. Services are not covered by State Plan services and are provided by professionals in psychology, behavior analysis and related fields. Services may be provided in the participant's home, school, workplace, or in the community. Services may include:

- a. Functional Behavioral Assessment and an assessment of environmental factors that are precipitating a problem behavior;
- b. Development of a behavioral support/intervention plan in coordination with team members;
- c. Consultation or training on how to implement positive behavior support strategies and/or behavior support/intervention plans;
- d. Consultation or training on data collection strategies to monitor progress;
- e. Monitoring of the individual and/or the provider during the implementation of the plan and updating the plan as necessary.

2. Definitions

- a. Functional Behavioral Assessment - an assessment of environmental factors that are precipitating a problem behavior.

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- b. Behavioral Support/Intervention Plan – a working tool that identifies targeted behaviors and agreed upon interventions and supports that are provided to improve an individual's independence and inclusion in their community, increase positive alternative behaviors, address challenging behavior or eliminate the behaviors.
- c. Training – a service provided by a consultant for direct service staff to establish consistency in intervention and response when working with a Participant.

3. Administration:

The Provider agrees:

- a. To maintain documentation in the file of each Participant receiving this service verifying that the service is not available under a program funded under section 110 of the Rehabilitation Act of 1973 or the IDEA (20 U.S.C. 1401 et seq.).
- b. To participate fully and actively in Division required performance improvement activities.

4. Service Goals:

The provider agrees to:

- a. To provide services that are designed to foster the acquisition of skills, greater independence and personal choice.
- b. To provide training for the Participant to increase or maintain his/her skills to reside and participate successfully in his/her own community.
- c. To provide services that are designed to foster the acquisition of skills to develop positive relationships for Participants and their families.

5. Provider Qualifications

- a. There are two levels of qualifications for the provision of behavioral consultation, training and intervention services as an employee of a residential provider agency or independent contractor. Psychologists, unless providing a diagnostic evaluation (pursuant to NRS 641), are not required to be licensed. Behavior Analysts and Assistant Behavior Analysts must be certified by the Behavior Analyst Certification Board, Inc.
 - i. Level 1 – Independent contractor or employee holding Master's or Doctoral degree; Employee of a residential provider agency with a provisional or regular certification per NRS 435, and a Master's degree in psychology, special education or closely allied field is required with expertise in functional assessment, the provision of positive behavioral supports and approval by the Division to provide the service.
 - ii. Level 2 - Independent contractor or employee holding a Bachelor's degree; Employee of a residential provider agency who has provisional or regular certification per NRS 435 and a Bachelor's degree in psychology, special education or closely allied field is required with at least one year of professional clinical experience using behavior intervention, functional assessment procedures and development, implementation, and monitoring of behavior support plans in applied settings. Approval by the Division to provide the service is required.

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- b. Employees must have experience serving individuals with intellectual and developmental disabilities.
- c. Employee must meet all requirements to enroll and maintain status as an approved Medicaid provider pursuant to the Division of Health Care, Finance and Policy (DHCFP) Medicaid Services Manual, Chapters 100 and 2100, as applicable.
- d. Employee must meet all Conditions of Participation in Medicaid Services Manual 102.1.
- e. Verification occurs upon enrollment and annually thereafter.
- f. A Provider must achieve clearance from the Criminal History and Office of Inspector General Exclusionary List in accordance with Medicaid Services Manual Chapter 100 and 2100, and DS policy.

6. Service Requirements, Limits and Restrictions

Behavioral Consultation, Training and Intervention services may not exceed an annual predetermined budgetary limit. Under extenuating circumstances, additional hours require the written pre-approval of the Clinical Program Manager II.

7. Service Utilization

- a. The Provider must maintain a copy of the ISP and the Participant's risk assessment on file and make it available to the Participant, family, representative and/or Division upon request.
- b. The Provider must maintain and submit the following documentation to the Regional Center, participant, family and/or

8. Record Keeping and Reporting Requirements

- a. The Provider must maintain a written record of all services provided to the Participant including date, time spent in the delivery of service, services provided and a notation of Participant response to the service.
- b. The Provider must submit a written monthly report of service provision, an assessment of the effectiveness of services provided, and the overall outcome of services provided.

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ATTACHMENT B

BUSINESS ASSOCIATE ADDENDUM

BETWEEN

The Department of Health and Human Services
Herein after referred to as the "Covered Entity"

and

Herein after referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, Public Law 111-5 this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, the HITECH Act, and regulation promulgated there under by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

WHEREAS, Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

WHEREAS, HIPAA Regulations require the Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information; and

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

- I. **DEFINITIONS. The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.**

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1. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
2. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
3. **Covered Entity** shall mean the HIPAA covered components of the Department listed above (Aging & Disability Services, Child and Family Services, Division of Public and Behavioral Health, Division of Health Care Financing & Policy) and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
4. **Parties** shall mean the Business Associate and the Covered Entity.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the individual that is maintained in a designated record set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
 - a. Electronic, including e-mail and faxed transmissions shall be reserved only for situations when physical separation and the need for rapid response make it impractical to use a more secure means of communication.
 - i. Email containing protected health information must be encrypted.
 - ii. To fax protected health information the sender is required to:
 - 1) Verify the fax phone number prior to sending;
 - 2) Ensure that the recipient is an authorized recipient and is on site to receive the fax;
 - 3) Use a fax coversheet that contains a privacy warning;
 - 4) Ensure no protected health information is included on the fax coversheet;
 - b. Thumb drives, memory sticks or flash drives must not be used to store protected health information.
 - c. Protected health information mailed using the U. S Postal Service, FedEx, UPS or other company, must be sent by traceable means.
 - i. Outgoing mail must contain a coversheet that contains a privacy warning;
 - d. Except in emergency or urgent situations, protected health information shall not be discussed or texted on cell phones or other wireless communication devices due to vulnerability of unauthorized interception.
 - e. Leaving voice mail messages must not include protected health information.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the

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Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.

5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall notify the Covered Entity immediately and provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate, or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a

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- material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
 11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by Business Associate of HIPAA Regulations or other laws relating to security and privacy.
 12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
 13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
 14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
 15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.
 16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.

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17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
- b. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
- c. Except as otherwise limited by this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.

2. Prohibited Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization, in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF THE COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with HIPAA Regulations, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure

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of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.

4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under HIPAA Regulations, if done by the Covered Entity.

V. TERM AND TERMINATION

1. Effect of Termination:

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents or employees of the Business Associate.
- 2. Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
- 3. Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and

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- b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
- 4. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
- 5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
- 6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

IN WITNESS WHEREOF, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth below.

COVERED ENTITY

Department of Health and Human Services

3416 Goni Road Building D Suite #132

Carson City, NV 89706

(775) 687-0545

(775) 687-0573

Authorized Signature

Aging and Disability Services Division

Administrator

Date

BUSINESS ASSOCIATE

Business Name

Business Address

City, State and Zip Code

Business Phone Number

Business FAX Number

Authorized Signature

Print Name

Title

Date

Revised 07/13

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**ATTACHMENT C
INSURANCE SCHEDULE**

I. INDEMNIFICATION CLAUSE:

Contractor (also known as Provider) shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

II. INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

1. Minimum Scope And Limits Of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

a. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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- i. General Aggregate \$2,000,000
 - ii. Products – Completed Operations Aggregate \$1,000,000
 - iii. Personal and Advertising Injury \$1,000,000
 - iv. Each Occurrence \$1,000,000
- b. *Individual (also known as host homes) Providers (those who do not have employees, are not incorporated, nor an LLC) may have minimum requirements of \$100,000 Each Occurrence with \$300,000 General Aggregate. The crime coverage does not apply.
- c. The policy shall be endorsed to include coverage for physical/sexual abuse and molestation.
- d. *Criteria for Providers' Exemption from Physical and Sexual Abuse and Molestation coverage follow. The Provider must be certified as an Individual Provider (no employees, not incorporate, nor an LLC).
- i. Procedures to request Waiver of Insurance Requirement of Physical/Sexual Abuse and Molestation follows:
 - 1. The Provider must submit a completed Request to Waive the Requirement for Physical and Sexual Abuse and Molestation (DS-LC-03) form to the Regional Center Quality Assurance Unit.
 - 2. The Participants support team must review the request and determine whether or not the Provider meets the waiver requirements of the exemption criteria.
 - 3. The request must also be approved by the Clinical Program Manager II.
- e. The waiver must be renewed at least annually.
- f. Any changes in status of the exemption criteria of the approved request to waive the Requirement for Physical and Sexual Abuse and Molestation form must be promptly reported to the assigned Regional Center service coordinator and Quality Assurance unit.
- g. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- h. Crime Coverage has additional specifications for those contracts where Providers are involved in providing extensive in-home services.
- i. This coverage would be necessary to protect the Participant's loss of valuables or property.
 - ii. Crime policies shall be endorsed to include third party fidelity coverage and list the State of Nevada and the state's Participants as Loss Payee.

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1. The Provider is not paid to provide intimate personal care, showering or bathing, toileting, incontinence care of full assistance with dressing);
2. If the Participant lives in the Provider's home (family member, host home or Intensive supportive living arrangements), the Provider will agree to background checks (State and FBI) for all other adults living in the home.

i. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

- i. Combined Single Limit (CSL) \$1,000,000
- ii. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

j. *Worker's Compensation and Employers' Liability

- i. Workers' Compensation Statutory Employers' Liability
- ii. Each Accident \$100,000
- iii. Disease – Each Employee \$100,000
- iv. Disease – Policy Limit \$500,000
- v. Policy shall contain a waiver of subrogation against the State of Nevada.

This requirement shall not apply to individual Providers (those who do not have employees, are not incorporated, nor an LLC) when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

k. *Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

- i. Each Claim \$1,000,000
- ii. Annual Aggregate \$2,000,000
- iii. In the event that the professional liability insurance required by this

Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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This requirement shall not apply when a contractor or subcontractor is not licensed and not required to be licensed to provide behavioral consultation, training and intervention services.

III. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

IV. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to State of Nevada, Dept of Health and Human Services, Aging and Disability Services Division, 3416 Goni Road, Suite D-132, Carson City, NV 89706, Attention Contracts.

V. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VII. VERIFICATION OF COVERAGE: Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Page All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to State of Nevada, Dept of Health and Human Services, Aging and Disability Services Division, 3416 Goni Road, Suite D-132, Carson City, NV 89706, Attention Contracts. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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VIII.SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

IX. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

For those contracts where Providers are involved in providing extensive in-home services, we have also included additional specifications for crime coverage. This coverage would be necessary to protect the client's loss of values or property. Crime policies shall be endorsed to **include third party fidelity coverage** and list State of Nevada and the state clients' as **Loss Payee**.

XI. PROFESSIONAL SERVICE AGREEMENTS

Professional Contracts – Working with Children/Elderly or Disabled Persons

Many professional services involve working with or caring for children, the elderly, physically or developmentally disabled people. When these clients are in the care, custody or control of the contractor it creates an additional risk of liability for the State because of the severe and sensitive nature of the possible allegations of wrong-doing.

When services involve working with these groups of individuals, the insurance requirements in the contract must be revised to include coverage for "**sexual molestation and physical abuse**".

Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, contractors whose services include working with and/or caring for children and disabled persons shall have their policies specifically endorsed to include this coverage.

In addition to the standard requirements of general liability, automobile liability, professional liability and workers' compensation insurance, the specifications included in this section also require coverage for sexual molestation and physical abuse.

For those contracts where Providers are involved in providing extensive in-home services, we have also included additional specifications for crime coverage. This coverage would be necessary to protect the client's loss of values or property. Crime policies shall be endorsed to **include third party fidelity coverage** and list State of Nevada and the state clients' as **Loss Payee**.

ISP Service Authorization of Contract Hours

		Maximum Hours Approved/Month	Rate per Hour**
Residential Support Management (T2017 TG)	TOTAL:		\$18.86/hour
Residential Support Services			
Awake (T2017):			\$18.86/hour
Supplemental Residential Support Hours (T2017):			\$18.86/hour
Sleep (T2017 UJ):			\$11.88/hour
Residential Support Services Hours	TOTAL:	0.00	
*Behavioral Consultation, Training & Intervention (Master's) (96152 HO)			
	TOTAL:		\$84.92/hour
*Behavioral Consultation, Training & Intervention (Bachelor's) (96152 HN)			
	TOTAL:		\$73.84/hour
*Nursing Services (RN)			
	TOTAL:		\$36.73/hour
*Nursing Services (LPN)			
	TOTAL:		\$27.28/hour
*Nursing Annual Assessment/Evaluation (RN) (T1001)	Cost:		\$42.85 (rural)/\$36.73 (urban)
*Non-Medical Transportation (T2003)	Cost:	\$0.00	\$100/mo
*Vehicle	Cost:	\$0.00	varies
TRANSPORTATION		TOTAL:	\$0.00
*Counseling (H0004 or H0004 HQ)	TOTAL:		\$102.28/hour (individual)
*Nutritional Counseling (S9470 or S9470 TN)	TOTAL:		\$56.10/hour (urban)
*Other:	TOTAL:		
Day Habilitation (T2020) (Facility/Community Based Non-Work)			Up To 5 Days/Wk Provider: \$146.22/day
Pre-Vocational (T2014) (Facility Based Work)			Up To 5 Days/Wk Provider: \$146.22 per day
Supported Employment (T2018) (Integrated/Competitive)			Up To 5 Days/Wk Provider: \$146.22/day
Career Planning (T2019)			Up To 5 Days/Wk Provider: \$31.24/hour
JDT Transportation (Not billable to Waiver if Non-Medical Transportation Authorized Above)	Cost:	\$0.00	Provider:
ONE TIME COST:			
Purpose of 1 time cost:			
For the Month of:		Amount of 1 time cost:	varies - need driven
ONE TIME COST:			
Purpose of 1 time cost:			
For the Month of:		Amount of 1 time cost:	varies - need driven

*Authorized amounts that exceed ID/RC Waiver maximum amounts will be funded by Developmental Services.

Effective Date: _____
 SLA Provider: _____
 Behavioral Consultation Provider: _____
 Nursing Services Provider: _____
 Counseling Provider: _____
 Nutritional Counseling Provider: _____
 Service Coordinator: _____

Please complete Room & Board information, if required, on second page.

DS REGIONAL CENTER
 INDIVIDUAL SUPPORT PLAN

Name: _____
 Case #: _____
 DOB: _____
 ISP Date: _____

**** Rates are not all inclusive - the amount varies depending on a number of factors such as level of supervision needed and other factors**

SUPPORTED LIVING ARRANGEMENT ROOM & BOARD CALCULATIONS

INCOME:

Monthly Individual Resources	Net Amount
Employer:	
Employment	
SSI	
RSDI/SSDI	
Other ()	
Other Benefits (LIHEA)	
Other Benefits (HUD)	
Other Benefits (Food Stamps)	
Other ()	
TOTAL INDIVIDUAL RESOURCES:	\$0.00

ROOM AND BOARD:

Monthly	Expenses	Individual	Other	State
Retained Earnings	\$0.00			\$0.00
Personal Needs	\$178.19			\$178.19
Food	\$222.15			\$222.15
Rent				\$0.00
Utilities				\$0.00
Phone				\$0.00
Individual Travel				\$0.00
Medical				\$0.00
Other (help w/ expenses)				\$0.00
Other ()				\$0.00
TOTAL ROOM & BOARD	\$400.34	\$0.00	\$0.00	\$400.34

DS REGIONAL CENTER
INDIVIDUAL SUPPORT PLAN

Name: _____
Case #: _____
DOB: _____
ISP Date: _____