

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

TELEHEALTH FACILITATION PROVIDER AGREEMENT

_____, (Provider) enters into a Provider Agreement with the State of Alaska, Department of Health & Social Services (DHSS) for the purpose of facilitating video teleconference (VTC) sessions for the Division of Senior and Disabilities Services (SDS). The Provider will facilitate initial and annual telehealth assessments for Medicaid Waiver and Personal Care Services (PCS) applicants who live in rural and remote areas in which the local health organization maintains and operates VTC equipment. Providers who maintain and operate VTC equipment in health organizations Statewide are eligible for this Provider Agreement. By entering into this Provider Agreement, the Provider agrees to the following, including all applicable provisions of the following Appendices:

APPENDICES:

- A. 7 AAC 81, Grant Services for Individuals, Revised 6/23/06
- B. Resolution for Alaska Native Entities
- C. Privacy & Security Procedures for Providers
- D. Federal Assurances & Certifications
- E. Telehealth Provider Agreement checklist

ATTACHMENTS

- 1. Protocols for Telehealth Assessments
- 2. Consent for Assessment by Video Teleconference
- 3. Sample Facilitation Site Fee Invoice
- 4. Video Conferencing Requirements
- 5. Environmental Questionnaire
- 6. SDS Video Assessment Brochure

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 provide a waiver of immunity from suit for claims arising out of activities of the Provider related to this Agreement using Appendix B;

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.

- D. Federal Assurances and Certification form, signed by an individual authorized to enter into legal agreements on behalf of the applicant;
- E. Provide proof health facilities are enrolled as Medicaid providers;
- F. Provide a list, by community, of health facilities with video conferencing equipment that meets the technical requirements stated in the Telehealth Video Teleconferencing Requirements (attachment 4). Include the names and contact numbers for the staff member qualified to operate the VTC equipment for the telehealth assessments, as well as the name and contact number for the information technology (IT) staff.

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. The equipment, network, and facilities meet Telehealth Video Telehealth requirements (attachment 4) and will be operated by qualified staff.
- D. 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

SDS administers Medicaid programs that provide access to home and community-based services (HCBS) for elders and Alaskans of all ages with disabilities. To be eligible for services, an applicant must be assessed by SDS assessors and found to medically need the services. Depending on the type of Medicaid program, applicants may be required to participate in an annual reassessment to maintain their eligibility status.

Medicaid Waiver and PCS assessments are typically completed face-to-face in an applicant's home but with increases in the number of Medicaid Waiver and PCS applications from rural and remote locations, SDS has integrated video teleconferencing (VTC) into the HCBS assessment workflow to assess applicants from a distance.

Providers should refer to Attachment #1, Protocols for Telehealth Assessments, for additional information for the provision of services applicable to this Provider Agreement.

III. CLIENT ELIGIBILITY

SDS will refer all individuals, as applicants to be or existing Medicaid Waiver and PCS participants. SDS will identify eligible applicants for VTC telehealth assessments each month and work with applicants, care coordinator, personal care agent, family and/or legal guardian to coordinate a VTC session.

IV. BILLING

Providers submitting claims to DHSS for services provided for this agreement shall submit a Telehealth Facilitation Site Fee Invoice (attachment 3). Only one facilitation fee per scheduled assessment is permissible under this Provider Agreement. SDS will reimburse the Provider \$71.25 per each scheduled and completed VTC session.

Clients with Medicaid Waiver or PCS are eligible to participate in the services described in this agreement if they meet the client eligibility requirements. At this time, Providers are not eligible to bill Medicaid for facilitating telehealth assessments for SDS. However, it is anticipated that in the future Providers will be able to bill Medicaid directly for this service, at which time this Provider Agreement will become void. If DHSS pays for a service, and a primary payment source subsequently submits payment for the same service, the Provider shall credit back to DHSS any other-source payments received by the provider.

Except when good cause for delay is shown, DHSS will not pay for services unless the Provider submits a claim within 30 days of the end of the month in which service was provided. DHSS is the payer of last resort; therefore determination of payment by a primary payer source (private insurance, Medicaid, etc.) constitutes good cause for delay.

Endorsement of a DHSS payment warrant constitutes certification that the claim for which the warrant was issued was true and accurate, unless written notice of an error is sent by the Provider to DHSS within 30 days after the date that the warrant is cashed.

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.

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 B to this Agreement.

Client information transmitted through VTC is considered to be Protected Health Information and must be protected under the applicable privacy laws. There should be no additional information regarding clients that the Provider must transmit to DHSS. However, in the event that the Provider is requested to transmit information, all personally identifiable client information transmitted from the Provider must be sent through Direct Secure Messaging (DSM) or fax. If there are any questions, the Provider must call or email the intake and assessment unit. To protect confidentiality, the Provider must first establish the mechanism for a secure electronic file transfer. Or, the Provider may fax the information to the intake and assessment unit, after clearly identifying it as confidential on the cover page of the fax transmission. Alternatively, the Provider may submit hard copy information in a sealed envelope, stamped “confidential” placed inside another envelope. This information must be sent by certified, registered or express mail, or by courier service, with a requested return receipt to verify that it was received by the appropriate individual, the intake and assessment unit.

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 may 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.

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 81.185 and Appendix C to this Agreement.

IX. ADMINISTRATIVE POLICIES

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

1. Compliance with OSHA regulations requiring protection of employees from blood borne pathogens and that the Alaska Department of Labor must be contacted directly with any questions;
 2. Compliance with AS 47.05.300-390 and 7 AAC 10.900-990. Compliance includes ensuring that each individual associated with the provider in a manner described under 7 AAC 10.900(b) has a valid criminal history check from the Department of Health and Social Services, Division of Health Care Services, Background Check Program (“BCP”) before employment or other service unless a provisional valid criminal history check has been granted under 7 AAC 10.920 or a variance has been granted under 7 AAC 10.935. For specific information about how to apply for and receive a valid criminal history check please visit <http://dhss.alaska.gov/dhcs/Pages/cl/bgcheck/default.aspx> or call (907) 334-4475 or BCUnit@alaska.gov;
 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. Worker’s Compensation Insurance for all staff employed in the provision of services under this Agreement, as required by AS 23.30.045. The policy must waive subrogation against the State.
 2. Commercial General Liability Insurance - covering all business premises and operations used by the provider in the performance of services under this Agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
 3. Commercial General Automobile Liability Insurance - covering all vehicles used by the provider in the performance of services under this Agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
 4. Professional Liability Insurance - covering all errors, omissions, or negligent acts in the performance of professional services under this Agreement. This insurance is required for all Providers of clinical or residential services, or for any other Provider for whom a mistake in judgment, information, or procedures may affect the welfare of clients served under the Provider Agreement.

X EQUAL EMPLOYMENT OPPORTUNITY

The Provider shall adhere to Alaska State Statutes regarding equal employment opportunities for all persons without regard to race, religion, color, national origin, age, physical or mental disability, gender or any other condition or status described in AS 18.80.220(a)(1) and 7 AAC 81.100. Notice to this effect must be conspicuously posted and made available to employees or applicants for

employment at each location that services are provided under this Provider Agreement; and sent to each labor union with which the provider has a collective bargaining agreement. The Provider must include the requirements for equal opportunity employment for contracts and subcontracts paid in whole or in part with funds earned through this Agreement. Further, the Provider shall comply with federal and state statutes and regulations relating to the prevention of discriminatory employment practices.

XI CIVIL RIGHTS

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

- A. The Civil Rights Act of 1964, (42 U.S.C. 2000d);
- B. Drug Free Workplace Act of 1988, (41 U.S.C. 701-707);
- 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.

I certify that I am authorized to negotiate, execute and administer this agreement on behalf of the Provider agency named in this agreement, and hereby consent to the terms and conditions of this agreement, and its appendices and attachments.

PROVIDER

DEPT. OF HEALTH & SOCIAL SERVICES

Signature of Authorized Provider Representative & Date

Signature of DHSS Representative & Date

Printed Name Provider Representative & Title

Amy Burke – Grants & Contracts Section Chief

Provider Contact & Mailing Address

DHSS Contacts & Mailing Addresses

PROGRAM CONTACT

Tarik Thomas, Telehealth Coordinator
Division of Senior and Disabilities Services
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Anchorage, AK 99501
Ph. 907-375-6436 Fax 907-269-3648
Email: tarik.thomas@alaska.gov

Provider Phone Number/ Fax Number

ADMINISTRATIVE CONTACT

Nancy Brooks, Grants Administrator
Grants & Contracts Support Team
PO Box 110650
Juneau, AK 99811-0650
Ph. 907-465-5424 Fax 907-465-8678
Email: nancy.brooks@alaska.gov

Provider Email Address

Provider's Federal Tax ID Number

Provider's IRIS Vendor 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)