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

COVID 19 RESPONSE INDIVIDUALIZED SERVICES AGREEMENT

_____, (Provider) enters into a Provider Agreement with the State of Alaska, Department of Health & Social Services (DHSS) for the purpose of providing services and/or supports to Transitional Aged Youth (TAY) ages 21-24 and Adults experiencing Serious Mental Illness (SMI), for Youth and Adults experiencing a Substance Use Disorder (SUD) or co-occurring SMI and SUD, as well as to Youth experiencing Severe Emotional Disturbance (SED) for the State of Alaska's COVID 19 Response Individualized Services Agreement Program (CRISP). 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. 7 AAC 135.010-990, Behavioral Health Services Integrated Regulations, Revised 11/10/19
C. Privacy and Security Procedures for Providers
D. Resolution for Alaska Native Entities

ATTACHMENTS

1. Services and Rates for COVID- Related Individualized Services Agreement

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 entities[1] 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 D;
D. Provider is a Division of Behavioral Health (DBH) treatment grantee with Department Approval who offers community behavioral health services to Adults, and/or Youth, as recognized by DHSS;
E. Certificates of Insurance per Section IX (B) of this Provider Agreement.

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

A. The provisions of Appendix C, Privacy & Security Procedures.

[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.

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

COVID 19 Response Individualized Services Program (CRISP) funds allow Providers to meet immediate, practical needs of COVID 19 related expenditures. CRISP funding is used to stabilize and successfully maintain clients with community-based services, avoiding diversion of these identified populations to higher, residential or institutional levels of care. Documentation of qualifying diagnosis is required in the records of each CRISP funded client.

The Provider will deliver goods and services not otherwise available through Division of Behavioral Health (DBH) general grants or services included in the Appendix B Integrated Regulations to clients who meet program eligibility criteria. A complete and current list of approved rates and services are included in Attachments 1. NOTE: It is the Provider's responsibility to understand and follow these published rates and individual spending limits.

COVID 19 Response services and supports are specific to the needs of an eligible client as documented in the individualized treatment plan (as required under 7 AAC 81.040(a)) with the intent to maintain the recipient in the community, functioning as independently as possible. **The Provider may not request CRISP payment for services under this section if the Provider has a grant under 7 AAC 78 to provide the same service (7 AAC 81.040(b)).**

The maximum amount billable per client per year is $5,000. DBH may make exception to the maximum per client limit based on the client's service and support needs. Before claims for a client are authorized to exceed this maximum amount, it is the Provider's responsibility to contact DBH Program staff to request a waiver of the limit. The Provider agency will be required to supply clinical documentation supporting the request. The decision of DBH on the waiver will be final.

III. CLIENT ELIGIBILITY

Eligibility for CRISP services is limited to a client enrolled and actively receiving services from a DBH treatment grantee with Departmental Approval. Eligibility for CRISP services must be determined and documented each fiscal year. Services funded under this agreement must be included in the current treatment plan. and cannot extend past the end of the State fiscal year.

IV. BILLING

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

DHSS is the payer of last resort. If applicable to the services provided under this agreement, the Provider will have a Medicaid Provider Number and will make reasonable effort to bill all eligible

services to Medicaid or any other available sources of payment before seeking payment through this provider agreement.

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

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

Providers must submit claims electronically via AKAIMS. 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.

Note: DBH will make an initial amount of funds available for a provider in AKAIMS. The provider is responsible for submitting claims for reimbursement up to that amount available in AKAIMS. Providers are responsible for ensuring that their expenditures do not exceed this amount. A claim will be blocked if the funds are not available or if the provider has exceeded the total amount made available. If claims exceed the available amount requests to increase a provider's balance in AKAIMs must submitted in writing to the DBH program staff. The submission of a request is not a guarantee that it will be fulfilled.

Applicable to this Provider Agreement only:

1. Each CRISP client must be enrolled in the AKAIMS Contract Management Module for ISP services. Services must be supported by an assessment and treatment plan consistent with the Integrated Regulations and on file at the agency, which will be supplied to DBH upon request.
2. Once the individual payment dollar cap ($5,000.00) has been met, the agency will be prohibited from submitting any further claims. Agencies may be allowed to exceed the maximum dollar amount ascribed for each participant on a case-by-case basis if the agency submits adequate justification for such action to the program manager and the service requested is a recognized CRISP service. Determination by the program manager is final.
3. A separate CRISP encounter note for each service/item must be entered in AKAIMS after the service has been provided or the item has been purchased, and before reimbursement is requested. The same service provided over multiple dates, such as transportation or respite, may be entered in a single encounter note which should include dates of service and other pertinent information.

4. Items purchased shall be described in enough detail to assure the appropriate procedure code was selected, verified by a receipt of purchase, the store/agency/individual it was purchased from, date, and total amount of claim. Failure to complete required portions in AKAIMS may result in a denied claim. A denied claim may be resubmitted with proper documentation.
5. Eligible grantee providers must only use funds from this Provider Agreement to pay for items on the list of approved procedure codes on Attachments 1. Under 7 AAC 81, CRISP funds cannot be used to purchase services that are covered under a grant.
6. The Provider must use the Direct Secure Messaging (DSM) through the Alaska e-Health Network for transmission of confidential client data with DHSS.
7. Payments are made as reimbursements of expenditures, and billing should occur after services or items are purchased, not to exceed the thirtieth day unless good cause for delay is shown. The department will make CRISP payments once a month. Typically adjudications are on or about the 5th day of each month, with payments following these actions.
8. DBH staff will conduct CRISP reviews to confirm compliance with this Provider Agreement. Documents to be reviewed will include agency claims, clinical documentation to establish eligibility, and receipts of purchases. Reviews may be on-site or off-site. The Provider will be required to provide specific documentation to DBH staff reviewing CRISP payments. Purchases/services which are not substantiated by required documentation can be recovered by the Division.

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

Before transmitting personally identifiable client information reported under the terms of this Agreement, the Provider must call or email the DHSS Program Contact. 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 Program Coordinator, 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 or office.

DHSS has also adopted a platform called Direct Secure Messaging (DSM), 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 through email, the provider must use DSM. Additionally, DSM must be used only for the transfer of EPHI or other sensitive data, and not for other communications. Please review the FAQs about DSM at this link: http://dhss.alaska.gov/hit/pages/direct-secure-messaging.aspx and information concerning the Alaska Personal Information Protection Act at http://www.law.state.ak.us/department/civil/consumer/4548.html

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 (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. Without limiting the provider's indemnification, it is agreed that the Provider shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Provider's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to DHSS with the signed Provider Agreement prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this agreement and shall be grounds for termination of the Provider's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

1. Worker's Compensation Insurance: The Provider shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. 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 claim.
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 claim.
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. Limits required per the following schedule:

Agreement Amount	Minimum Required Limits
Under $100,000	$300,000 per Claim / Annual Aggregate
$100,000 - $499,999	$500,000 per Claim / Annual Aggregate
$500,000 - $999,999	$1,000,000 per Claim / Annual Aggregate
$1,000,000 or over	Refer to State of Alaska Risk Management

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 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, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

"Provider" and "DHSS," as used within this section and Section IX (B), 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

Signature of Authorized Provider Representative & Date

Printed Name Provider Representative & Title

Provider Contact & Mailing Address

Provider Phone Number/ Fax Number

DEPT. OF HEALTH & SOCIAL SERVICES

Signature of DHSS Representative & Date

Amy Burke, Grants, Contracts & Facilities Chief
Printed Name - DHSS Representative & Title

DHSS Contacts & Mailing Addresses

PROGRAM CONTACT
Kristina Weltzin, Mental Health Clinician III
Division of Behavioral Health
PO Box 110620
Juneau, Alaska 99811-0620
Phone (907)465-8469 Fax (907)465-2185
kristina.weltzin@alaska.gov

ADMINISTRATIVE CONTACT
Alyssa Hobbs, Grants Administrator
Grants & Contracts Support Team

Provider Email Address

_____
_ Provider's Federal Tax ID Number - Do Not include Social Security Numbers

_____
_ Provider's IRIS Vendor Number

PO Box 110650
Juneau, AK 99811-0650
Ph. 907-465-1187 Fax 907- 465-8678
alyssa.hobbs@alaska.gov

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)