

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

**CHIROPRACTIC CARE TO PREVENT AND REDUCE OPIOID MISUSE FOR ALL
ALASKANS PROVIDER AGREEMENT**

_____, (Provider) enters into a Provider Agreement with the State of Alaska, Department of Health & Social Services (DHSS) for the purpose of providing chiropractic services to Alaskans on opioids or at risk for starting opioids for the State of Alaska's Chiropractic Care to Prevent and Reduce Opioid Misuse for All Alaskans Program (also known as the Chiropractic Pilot Project). 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. Privacy and Security Procedures for Providers
- C. Resolution for Alaska Native Entities

ATTACHMENTS

- 1. How to Obtain a Provider Vendor Number
- 2. Invoice- Billing Form

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 Provider Agreement. With the signed Provider Agreement, the Provider must submit the following documentation:

- A. State of Alaska IRIS Provider Vendor Number (PVN) is listed on the signed Provider Agreement (See Attachment 1, Provider must send in W9 in order to obtain a PVN if not already enrolled in Alaska Medicaid);
- B. A current State of Alaska Business License if health professional group or sole proprietor;
- 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 Provider Agreement using Appendix C;
- D. Necessary credentials for service delivery personnel, such as copies of valid and current chiropractor license(s) under AS 08.20 for each chiropractor providing services under this project;
- E. Necessary licensing/certifications for the service facility;
- F. Provide copy of resume(s) for each chiropractor providing services under this project as well as a description of practice.
- G. Certificates of Insurance per Section IX (B) of this Provider Agreement

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.

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

- A. The provisions of Appendix B, 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 project services have reasonable and safe access.
- C. During the effective period of this Provider 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 Provider Agreement and to keep current the necessary documentation on file with DHSS to demonstrate compliance.

II. DESCRIPTION OF SERVICES

This project is designed to pilot chiropractic care to prevent and reduce opioid misuse for all Alaskans statewide. This funding is available to chiropractic practices who partner with board-certified, Alaska-based pain specialists by obtaining a referral for chiropractic care. This can include opioid-naïve patients who may avoid opioid therapy by using chiropractic care as well as patient on opioids who may reduce opioid use through chiropractic care. The monthly reporting measures will be used to assess value of expanding Alaska Medicaid coverage of chiropractic care.

Organizations both in Alaska and outside of Alaska have identified real or potential benefit in using chiropractic care to address pain. The concept of this project is that appropriate use of chiropractic care can prevent and reduce opioid use. This is an effort to address the current opioid use epidemic.

The pilot project will run from October 1st, 2021 through June 30th, 2022. Provider Agreements will be executed with eligible providers who meet the project requirements. Reimbursement will be made using capped state general funds on a first come, first served basis.

A maximum number of 10 visits will be covered per patient for the duration of this project. Visits over a total of 10 will not be reimbursed. Denial of payments that are under this Provider Agreement are final and chiropractic provider will be notified via DSM or fax as outlined in the Confidential Reporting Instructions.

98940	CHIROPRACT MANJ 1-2 REGIONS	\$41.33
98941	CHIROPRACT MANJ 3-4 REGIONS	\$60.03
98942	CHIROPRACTIC MANJ 5 REGIONS	\$78.96
98943	CHIROPRACT MANJ EXTRASPINAL, ONE OR MORE REGIONS	\$39.89

III. CLIENT ELIGIBILITY

As patients under age 21 are already covered under Alaska Medicaid, this project applies only to patients age 21 and older. Patients who are dual eligible for both Medicare and Medicaid are already fully covered and are not eligible for this project. Patients who have other payer(s) are not eligible for reimbursement under this project except where they can provide proof that the other payer(s) do not cover any chiropractic service.

IV. BILLING

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

By the 10th of the following month, please provide the following in ONE packet: monthly invoice, CMS 1500 Forms and all required reporting documents for each patient visit in order to be considered for reimbursement. If you are an enrolled Alaska Medicaid provider, please provide Medicaid provider ID on CMS 1500 Form, leaving the ID field blank if you are not enrolled. Please provide your NPI number in the appropriate field as well. Monthly invoices not submitted by the 10th of the following month will not be paid under any circumstances.

Providers must submit claims on CMS-1500 claim forms. Electronic HIPAA-compliant 8371 transactions cannot be accepted. 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 ensure the confidentiality, privacy, and security of information transmitted to DHSS until such information is received by DHSS.

Provider must inform patient of any obligation to pay services that exceed the limits of this project and must document that in the patient record before rendering any services. Denial of payments that are under this Provider Agreement are final and chiropractic provider will be notified via DSM or fax as outlined in the Confidential Reporting Instructions.

The group/facility will not bill or require prepayment by patients presenting proper identification of eligibility for this project and agrees to accept as payment in full, the amounts paid in accordance with Alaska statutes, regulations, policy, and project rules. No additional charge will be billed to the patient, any member of his or her family, or any other source for supplementation. These provisions do not apply to any service or item not covered by this project.

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 Provider Agreement, the Provider acknowledges and agrees to comply with the Privacy and Security Procedures for Providers as set forth in Appendix B to this Provider Agreement.

Confidential Reporting Instructions

The Provider **must** use one of the following methods only to transmit personally identifiable client information reported under the terms of this Provider Agreement:

- Healthconnect Alaska Direct Secure Email (DSM) to jolene.withers@hss.soa.directak.net
To learn more about DSM and to register for a HIPAA-compliant DSM account, visit [Direct Secure Messaging](#). Please use DSM only for transmitting EPHI, and not for routine, non-EPHI communications.

- Fax to 907.561.1684
On the fax cover page include the Chiropractic Grant Pilot Project on the “Subject” line.

Do not send EPHI or other sensitive data via non-HIPAA compliant email, first class mail, or parcel post. For more information, visit [Alaska Personal Information Protection Act](#).

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 law regarding the submission of information, including the provisions of Section VI of this Provider Agreement. The Provider agrees to submit any reporting information required under this Provider 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 Provider Agreement and evaluating services provided under this Provider 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 project files for the purposes of follow-up, quality assurance monitoring and fiscal administration of the project.

Clinical Reporting Requirements

- 1) Pain specialist referral letter for each patient
- 2) Patient authorization for Drug Utilization Review

- 3) Clinical notes for each visit
- 4) Reporting items that must be included for each visit:
 - a. Identify explicitly whether this is first visit and if not first visit whether opioid use has remained the same, increased or decreased along with MME (Morphine Milligram Equivalents) calculations.
 - i. Must include list of opioids patient is prescribed, including dose and frequency
 - ii. Must include list of benzodiazepines and/or psychotropics patient is prescribed, including dose and frequency
- 5) At each visit, assess the patient's functional capacity:
 - a. Complete the form <http://co.ba.ssa.gov/eforms/forms/S4734.xft> and include the completed forms with monthly reporting
AND/OR
 - b. Ask patient to patient complete functional status questionnaire, e.g. [472-044 PDF Master-Functional \(hospitalmedicine.org\)](#) and include the completed questionnaire(s) with monthly reporting.
- 6) Submit patient pain survey [Patient Pain Survey \(surveymonkey.com\)](#) for each visit and include a copy with monthly reporting.

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VIII. RECORD RETENTION

The Provider will retain financial, administrative, and confidential client records in accordance with 7 AAC 81.180 and with Appendix B to this Provider Agreement. Upon request, the Provider agrees to provide copies of the Provider's records created under this Provider 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 B to this Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider 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:

Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider 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 Provider Agreement may be evolving and that further amendment to this Provider Agreement may be necessary to ensure compliance with applicable law. Upon receipt of notification from DHSS that change in law affecting this Provider Agreement has occurred, the Provider will promptly agree to enter into negotiations with DHSS to amend this Provider Agreement to ensure compliance with those changes.

XVI TERMINATION OF PROVIDER 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 Provider Agreement. Notification of non-eligibility will result in automatic termination of this Provider Agreement. Failure to comply with the terms of this Provider Agreement and/or standards outlined in the Provider Agreement and its appendices may result in non-payment and automatic termination of the Provider 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 Provider Agreement with 30 days' notice. A Provider may also terminate the Provider Agreement with 30 days' notice but must help in planning for safe and orderly transfer of clients and information to other Providers, as directed by DHSS.

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

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

Printed Name - DHSS Representative & Title

Provider Contact & Mailing Address

DHSS Contacts & Mailing Addresses

PROGRAM CONTACT

Jolene Withers, Program Coordinator
Division of Health Care Services
4601 Business Park Blvd.
Anchorage, AK 99503
(907) 561-1684 fax
jolene.withers@hss.soa.directak.net

Provider Phone Number/ Fax Number

ADMINISTRATIVE CONTACT

Amy Burke, Grants Administrator
Grants & Contracts
PO Box 110650
Juneau, AK 99811-0650
Ph. 907-465-1624 Fax 907- 465-8678
Questions on the PA: amy,burke@alaska.gov

Provider Email Address

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 Provider Agreement, a Waiver of Sovereign Immunity, using the form provided as Appendix C to this Provider Agreement.
- Political Subdivision of the State (City, Borough or REAA)

Please email the completed Provider Agreement and supporting eligibility documentation to the following email address: HSS.FMS.Grants.Provider.Agreements@alaska.gov.