PA# 602-PA-_____

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

TRAUMA-INFORMED CARE PROVIDER AGREEMENT

_____, (Provider) enters into a Provider Agreement with The State of Alaska, Department of Health & Social Services (DHSS) for the purpose of developing partnerships with Counsel on Domestic Violence and Sexual Assault (CDVSA) programs and providing trauma-informed behavioral health services to victims of domestic violence, sexual assault, and other forms of interpersonal violence. The Agreement builds upon the Division of Behavioral Health's (DBH) efforts in previous fiscal years by building partnerships between behavioral health providers and CDVSA programs and identifying a pool of clinicians who can provide trauma-informed clinical services and who have successfully completed the DBH sponsored training in trauma-informed care practices entitled Trauma 101. Any Provider seeking to render services under this Agreement must provide a certificate of completion of this training for any clinician rendering services on behalf of the Provider under this Agreement. By entering into this Provider Agreement, the Provider agrees to the following, including all applicable provisions of the attached Appendices:

APPENDICES:

A. 7 AAC 81 Grant Services for Individuals
B. 7 AAC 70 Behavioral Health Services
C. 7 AAC 135 Medicaid Coverage; Behavioral Health Services
D. Privacy & Security Procedures for Providers
E. Resolution for Alaska Native Entities[1]

ATTACHMENTS:

1. Eligible Services, Procedure Codes, and Rates: Plan A
2. Eligible Services, Procedure Codes, and Rates: Plan B
3. CDVSA Programs

☐ Plan A, Clinic Services
☐ Plan A & Plan B, Clinic and Prevention Services

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 E;
D. Certificate of completion of the DBH sponsored Trauma 101 course for any provider rendering services under this agreement; and
E. An active Memorandum of Agreement (MOA) for provision of these services with an Alaska Council on Domestic Violence and Sexual Assault (CDVSA) program.
F. Provider eligibility for Plan B services is limited to a Division of Behavioral Health Community Behavioral Health Services Provider grantee with Department Approval.

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

A. The provisions of Appendix D, Privacy & Security Procedures.
B. Facilities utilized for delivery of services meet current fire code, safety and ADA standards and are located where clients of the program services have reasonable and safe access.
C. During the effective period of this Agreement, the Provider agrees to keep current any and all licenses, certifications and credentials required of the provider agency, staff and facility to qualify for providing services to DHSS clients through this Agreement and to keep current the necessary documentation on file with DHSS to demonstrate compliance.
D. The Provider will maintain active enrollment in the AKAIMS Contracts Management Module and will participate in a realignment with AKAIMS staff at the beginning of each new fiscal year.

II. DESCRIPTION OF SERVICES

Providers should refer to Attachments 1(Plan A) and 2(Plan B) for a list of services applicable to this Provider Agreement. Providers should refer to Attachment 3 for a list of CDVSA programs that are eligible for partnership under this Agreement.

A) Services will fall into two categories: Clinic Services (Plan A) and Prevention Services (Plan B).
B) Prior to the delivery of services, the Provider must enter into a detailed Memorandum of Agreement (MOA) with a CDVSA program that will outline the specific services to be provided. The MOA will include any collaborative relationships with relevant community partners (e.g. schools, local police, OCS, etc.) and will be approved by DBH.
C) Clinical services (Plan A) are intended to be brief interventions specific to the needs of the client, with the intent to address the behavioral health issue before it becomes a serious and potentially incapacitating disorder. See Attachment 1 for a list of approved clinical services as defined in 7 AAC 135.
D) Prevention services (Plan B) are intended to be specific to the needs of the CDVSA program and their community, addressing safety and trauma to prevent individuals from needing formal behavioral health treatment at a later date. These services create a wide safety net to potentially vulnerable individuals and families. Prevention services will include outreach, engagement, and educational or life skills development. The following activities are prevention services:
    - Group or individual sessions that include safety, trauma and life skills development to increase awareness and reduce symptomology before more serious problems develop. These sessions could be a portal to more formal services if needed.

[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.

- Individual sessions that assist in prevention and recovery such as the use of peers or connection with other services (e.g. legal aid) to help individuals who experience abuse engage in treatment, stabilize or have improved outcomes prior to developing a Severe Mental Illness or Substance Use Disorder.
- Community event participation with the CDVSA program to provide outreach and engagement for populations that are at risk of or have experienced domestic violence, sexual assault, or other interpersonal violence.

E) All services must be rendered by a provider who has successfully completed the DBH sponsored Trauma 101 course. The maximum amount billable per client per state fiscal year for clinical services (Plan A) is $2,000.00. The maximum amount billable for prevention services (Plan B) will be determined upon receipt and approval of the signed MOA. Funding will be reviewed on a quarterly basis and adjusted based on community need and the availability of funds. DBH may make an exception to the maximum per client or CDVSA program limit based on the client's or program's service needs. Before claims for a client or CDVSA program 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.

F) Both plans require a detailed MOA with the local CDVSA that is approved prior to service delivery
   - Plan A: Clinical services are authorized as a result of a detailed MOA, which includes a screening and referral process by the CDVSA partner program that utilizes the Alaska Screening Tool (AST), and completion of an assessment and treatment plan by the Provider.
   - Plan B: Prevention services are authorized as a result of a detailed MOA that must clearly outline the specific prevention services to be provided, the service locations and population targeted, detailed outreach and engagement efforts and how these services will identify clients in need of prevention services. It is expected that any service provider rendering Plan B prevention services will have the capacity to provide Plan A clinical services to any client assessed to be in need of behavioral health services.

G) Clients receiving clinical services (Plan A) are not required to meet the criteria for an adult experiencing a serious mental illness nor the criteria for a substance use disorder (as defined in 7 AAC 70.990(2) and (31)) to access care in this project. Clients must be assessed as experiencing a non-persistent mental, emotional, or behavioral disorder *or* a problem which is the focus of clinical attention resulting in a Diagnostic and Statistical Manual diagnosis.

H) The Provider will expedite clinical services by providing clinical treatment within five business days of referral.

I) The Provider agrees to accept referrals for clinical services from any approved CDVSA program in the network of providers for which they have a MOA.

J) For prevention services (Plan B), only one Provider can partner with a CDVSA program at any given time.

III. CLIENT ELIGIBILITY

Clinic Services (Plan A). Clinical services are available for a recipient who is:

- Assessed by a qualified mental health professional clinician (as defined in 7 AAC 70.990 (28)) as experiencing a non-persistent mental, emotional, or behavioral disorder *or* a problem which is the focus of clinical attention resulting in a diagnostic and statistical manual diagnosis; and
- Has experienced domestic violence, sexual assault, or other interpersonal violence.

Prevention services (Plan B). Outreach, engagement and other prevention services are available for:

- Individuals identified by the CDVSA partner program who would benefit from prevention services, who are at risk of or who have experienced domestic violence, sexual assault, or other interpersonal violence.

IV. BILLING

Providers submitting claims to DHSS for services rendered shall include itemized charges describing only DHSS approved services under Attachments 1 and 2. Two types of charges are allowed, one for clinic services (Plan A) and a second for prevention services (Plan B). Any providers who do not have an active AKAIMS account must contact AKAIMS support staff to ensure their enrollment in the AKAIMS system. All providers must also enroll into the AKAIMS Contracts Management Module.

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 who meet Medicaid eligibility or who have a primary payer source such as private insurance are eligible to be enrolled in the services described in this Agreement if they meet the client eligibility requirements. 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 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. Clients seen through DHSS funded services will not be charged any sliding-scale fee, deductible, co-pay or administrative fee for covered services.

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 to ensure the confidentiality, privacy, and security of information transmitted to DHSS up to and until such information is received by DHSS.

The Provider must use the Direct Secure Messaging (DSM) through the Alaska e-Health Network for transmission of confidential client data with DHSS.

Clinic Services (Plan A). A client record must be established for each program recipient and on file at the agency (and which will be supplied to DBH upon request). The client record(s) must meet

all regulatory requirements for clinical records as outlined in the Integrated Behavioral Health regulations.

AKAIMS minimal data set requirements must be met. Each eligible client for this initiative will be enrolled into a provider agency's AKAIMS account in a specific designated program for this initiative. AKAIMS staff will offer technical assistance to provider agencies who request it.

Upon completion, the service is documented with a separate note for each procedure code/service and released to the Provider agency billing department. The Provider billing department will route billing to DBH for adjudication through the AKAIMS Contracts Management Module. Each recipient must be enrolled in the AKAIMS Trauma payer plan. Each service will be referenced in the Provider's treatment plan for the recipient. The Provider must ensure that all required data are entered. Required documentation for each service includes the name of the recipient, service code, and the total number of units billed. A list of eligible services, procedure codes and rates for these services is found in Attachment 1 of this Agreement.

The maximum Plan A amount billable per client is $2,000.00 per state fiscal year. DBH may make an exception to the maximum per client limit based on the client's service 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, and receive approval in writing. The provider agency will be required to supply clinical documentation supporting the request. The decision of DBH on the waiver will be final. Prior approval for waiver of limit must be submitted upon invoice.

Prevention Services (Plan B). Documentation of prevention services must include:

- Service Type (See Attachment 2 for list of services)
- Duration/Unit
- Number of (exact or approximate) individuals served
- Description of the service that includes: title of event/session, justification as a prevention service, a brief description of the service rendered, and who performed the service.

The maximum billable for prevention services will be determined upon receipt and approval of the signed MOA. Funding will be reviewed on a quarterly basis and adjusted based on community need and the availability of funds. DBH may make an exception to the maximum limit based on community needs. Before claims are authorized to exceed this maximum amount, it is the Provider's responsibility to contact DBH program staff and supply justification to support the request for a waiver of the limit. Prior approval for a waiver of limit must obtained in writing from DBH. The Provider will be required to provide evidence of prior approval from DBH upon invoice. The decision of DBH on the waiver will be final.

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.

Providers will be responsible for using appropriate safeguards to maintain and to ensure the confidentiality, privacy, and the security of information transmitted to DHSS up to and until such information is received by DHSS. The Provider is required to transmit all confidential client data with DHSS by fax or direct mail using the Program Contact information located on page 9 of this Agreement.

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 E to this Agreement.

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 representative's 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 E 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 & Social Services, under the health oversight agency exception of HIPAA. The Provider will seek approval and instruction from DHSS before destroying those records in a manner approved by DHSS. In the event a Provider organization or business closes or ceases to exist as a Provider, the Provider must notify DHSS in a manner in compliance with 7 AAC 78.185 and Appendix E 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, 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 Occupational Safety Health Administration (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) 344-4475

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.
5. 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 service 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 used by insurers licensed to transact the business of insurance under AS 21. Workers Compensation Insurance for all staff employed in the provision of services under this Agreement, as required by AS 23.30.045. The policy must waive subrogation against the State.
6. 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.
7. 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.
8. 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 where 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/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, 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 a change in law or rates 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 Provider Representative & Date

Printed Name Provider Representative & Title

Provider Contact & Mailing Address

Provider Phone Number/ Fax Number

Federal Tax ID Number - Do Not list SSN

Email Address

IRIS Pay Vendor 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
Beth Wilson, Program Manager
DHSS Division of Behavioral Health
3601 C Street Suite 878
Anchorage, Alaska 99503-5935
Ph (907) 269-3972/FX (907) 269-3623
beth.wilson@alaska.gov

ADMINISTRATIVE CONTACT
Katlyn Felkl, Grants Administrator
Grants & Contracts Support Team
PO Box 110650
Juneau, AK 99811-0650
(907) 465-8507/FX (907) 465-8657
katlyn.felkl@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 F to this Provider Agreement.
- ⌋ Political Subdivision of the State (City, Borough or REAA)