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

PROVIDER AGREEMENT FOR INDIVIDUALIZED SERVICES FOR ADULTS EXPERIENCING A SERIOUS MENTAL ILLNESS (SMI) OR FOR YOUTH EXPERIENCING A SEVERE EMOTIONAL DISTURBANCE (SED) OR YOUTH EXPERIENCING A SUBSTANCE-USE DISORDER (SUD)

_____, (Provider) enters into a Provider Agreement with the State of Alaska, Department of Health & Social Services (DHSS), for the purpose of providing community-based services to adults experiencing serious mental illness (SMI), or youth experiencing severe emotional disturbance (SED) or youth experiencing a substance-use disorder (SUD), who are at risk for institutional or residential care. 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 135.100 – 160 Behavioral Health Services Integrated Regulations, Revised 10/1/11 (this information has not been attached, please refer to the referenced website for the information: http://dhss.alaska.gov/dbh/Documents/PDF/Behavioral%20Health%20Integrated%20Regs%2010.1.2011.pdf)
C. Privacy & Security Procedures for Providers
D. Resolution for Alaska Native Entities
E. Federal Assurances and Certification
F. Services and Rates for Individualized Services - Adults Experiencing Serious Mental Illness; Youth Experiencing Severe Emotional Disturbance or Substance-Use Disorder

I. PROVIDER ELIGIBILTY

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; and
D. Provider is a Division of Behavioral Health (DBH) treatment grantee and an Alaskan Community Behavioral Health Community (CBHC) provider for youth and/or adults, as recognized by DHSS.

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.

[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.

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

A. 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 youth and adults who meet ISA eligibility criteria. A complete and current list of approved Adult ISA services and Youth ISA services is in Appendix F. It is the Provider's responsibility to understand and follow the published rates and individual spending limits.

B. ISA Services 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 ISA 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)).

C. The maximum amount billable per client per year is $7,500.

D. DBH may make 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 ISA 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.

E. Funding is specifically designated for Youth ISA Services and Adult ISA Services.

III. CLIENT ELIGIBILITY

A. Eligibility for ISA 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. A youth treatment plan cannot extend past the youth's 21st birthday.

B. Eligibility, as defined below in (C - Youth) or (D - Adult) must be documented in AKAIMS under an ISA miscellaneous note and must address the listed criteria and be signed by the Directing Clinician. Failure to document client eligibility prior to submitting claims may result in denied ISA claims.

C. Youth Eligibility – Youth are eligible for youth services up to their 21st birthday, must be enrolled in a Community Behavioral Health Center, and must meet one of meet the following risk criteria:
   1. Youth meets the definition of (SED) Severe Emotional Disturbance (see Appendix B: 7 AAC 135.20), and is at demonstrated risk of institutional or out-of-home care; or
   2. Youth meets the definition of (SUD) Substance Use Disorder (see Appendix B: 7 AAC 135.20), and is at demonstrated risk for residential treatment (ASAM Level III.5 or III.7).

Risk criteria must be supported and documented by written clinical documentation in the youth's "ISA Miscellaneous"note.

D. Adult Eligibility –The adult must be enrolled in a Community Behavioral Health Center and meet both criteria below:

1. Client meets the definition of Individuals Experiencing Serious Mental Illness (SMI), 7 AAC 70.990 (or who are 18 to 21 years old and, except for age, meet the SMI definition).
2. Client is at risk of institutional care as demonstrated by any ONE of the following:
   a. Psychiatric hospitalization or RPTC within the previous two years (list date(s) of admission)
   b. Incarceration within the previous 12 months (list dates) or current Mental Health Court enrollment (list opt-in date)
   c. Emergency Room visit within the previous six months (list date(s) of service)
   d. Crisis Intervention/Crisis Stabilization contacts (two or more within the last six months - list dates)
   e. Current residence in an assisted living facility (Name of ALF)
   f. Documentation of homelessness defined by Federal Housing and Urban Development criteria (verification of homelessness)

Risk criteria must be supported and documented by written clinical documentation in the adult's "ISA Miscellaneous" note.

IV. BILLING

DHSS is the payer of last resort. Eligible grantee providers must only use funds from this Individualized Service Agreement to pay for services not covered by any third party payers. 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 and the requested services are not covered by the primary payer. If DHSS pays for a service, and a primary payment source subsequently submits payment for the same service, the Provider shall return the DHSS payment to the Department.

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.

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

Applicable to this provider agreement only:

Each ISA client must be enrolled in the AKAIMS ISA Contract Module for Youth or Adult. Services must be supported by an assessment and treatment plan consistent with the Integrated Regulations and on file at the agency.

All services must be requested by the agency through the AKAIMS module prior to service delivery. Once the individual payment dollar cap has been met, the agency will be prohibited from submitting any further claims.

On a case by case basis, agencies may be allowed to exceed the maximum dollar amount ascribed for each participant if the agency submits justification for such action to the Youth or Adult program manager.

A separate 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.

Items purchased shall be described in enough detail to assure the appropriate procedure code was selected, verified by a receipt of purchase, 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.

Eligible grantee providers must only use funds from this Individualized Service Agreement to pay for items on the list of approved procedure codes on the on-line site. Under 7 AAC 81, ISA funds cannot be used to purchase services that are covered under the CBHC grant.

1. The Provider must use the Direct Secure Messaging (DSM) through the Alaska e-Health Network for transmission of confidential client data with DHSS.
2. Each ISA client must be enrolled in the AKAIMS ISA Contract Module for Youth or Adult. Services must be supported by an assessment and treatment plan consistent with the Integrated Regulations and on file at the agency (and which will be supplied to DBH upon request).
3. All services must be requested by the agency through the AKAIMS module prior to service delivery. Once the individual payment dollar cap ($7500.00) has been met, the AKAIMS module will prohibit the agency from submitting any further claims.
4. Agencies may be allowed to exceed the maximum dollar amount ascribed for each participant on a case-by-case basis if the agency submits justification for such action to the Youth or Adult program manager and the service requested is a recognized ISA Service.
5. A separate “ISA Encounter” note for each service/item must be entered in AKAIMS after the service has been provided or the item has been purchased.
6. Items purchased shall be described in enough detail to assure the appropriate procedure code was selected, verified by a receipt of purchase, store/agency/individual it was purchased from, and 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.
7. Eligible grantee providers must only use funds from this Individualized Service Agreement to pay for items on the list of approved procedure codes on Appendix F.
8. Under 7 AAC 81, ISA funds cannot be used to purchase services covered under the CBHC grant.
9. Payments are made as reimbursements of expenditures, and billing should occur after services or items are purchased. The department will make ISA payments once a month. Typically adjudications are on or about the last day of the month, with payments following these actions.
10. DBH staff will conduct ISA Program 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 ISA payments. Purchases/services which are not substantiated by required documentation can be recovered by the Division.

V. SUBCONTRACTS

Subject to prior approval by DHSS, subcontracts may be allowed under the terms of this Provider Agreement according to the provisions of 7 AAC 81.090. The Provider will remain responsible for services rendered to the client by all subcontractors. The Provider also assumes all fiscal and administrative responsibility for payment to all subcontractors.

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.

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 Public Health, 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://www.hss.state.ak.us/dhcs/CL/bgcheck/default.htm 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. 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 ensure 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	Darla Madden, Chief, Grants & Contracts **Printed Name - DHSS Representative & Title**
Provider Contact & Mailing Address	**DHSS Contacts & Mailing Addresses** **PROGRAM CONTACTS** Barbara Knapp, Youth ISA Barbara.Knapp@alaska.gov (907) 269-3609 (907) 269-3623 (Fax) Direct Secure Message: akdhss.dbh bknapp@direct.alaskahie.com Jim McLaughlin, Adult ISA James.mclaughlin@alaska.gov (907) 269-1044 (907) 269-3623 (fax) Direct Secure Message: akdhss.dbh jmclaughlin@direct.alaskahie.com Division of Behavioral Health 3601 C Street Ste 878 Anchorage, AK 99503-5935

Provider Phone Number/ Fax Number

_____

Provider Email Address

_____

Provider's Federal Tax ID Number

ADMINISTRATIVE CONTACT
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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)