

Disaster Response State Grant Mental Health Services Program Application

ND Department of Human Services' Behavioral Health Division

Thank you for your interest in becoming a provider for the 2020 Disaster Response State Grant Program. The goals of North Dakota's Disaster Response Grant program are to increase the availability of mental health support services for adults impacted by the disaster from one of the 29 identified counties impacted by the 2019 floods in North Dakota, to increase community capacity to address behavioral health needs increased by disasters, and to increase outreach, engagement and training to increase the ability of individuals to recognize signs and symptoms of behavioral health conditions.

The following application must be completed in its entirety and signed by the provider. Incomplete or unsigned applications will be returned.

A. Program Information

| | | | |
|------------------------------------|-------------------|--|-----------|
| Provider Name: | | | |
| Address: | City: | State: | Zip Code: |
| Telephone Number: | Toll-free Number: | Fax Number: | |
| Provider Owner Name: | | Provider Owner Telephone Number: | |
| Provider Owner Email Address: | | | |
| Provider Contact Name: | | Provider Contact Title: | |
| Provider Contact Telephone Number: | | Provider Contact Email Address: | |
| 24-Hour Provider Contact Name: | | 24-Hour Provider Contact Telephone Number: | |
| Provider Tax ID Number: | | | |

B. Additional Locations

| | | | |
|------------------------|-------|-------------------------|-----------|
| Provider Name: | | Telephone Number: | |
| Address: | City: | State: | Zip Code: |
| Provider Contact Name: | | Provider Contact Title: | |
| Telephone Number: | | Email Address: | |
| Provider Name: | | Telephone Number: | |
| Address: | City: | State: | Zip Code: |
| Provider Contact Name: | | Provider Contact Title: | |
| Telephone Number: | | Email Address: | |

C. Attachments

- Provide verification of current, active licensure for clinicians and verification of at least two years licensure in the state of North Dakota
- For providers offering Peer Support, please provide verification of current North Dakota Peer Support Specialist certification.

D. Signature

I, the undersigned, certify to being the responsible entity for administering the Program and confirm all the above information is true and accurate to the best of my knowledge. I agree to be bound by the rules and regulations of the Disaster Response State Grant Mental

| | |
|---------------------------|-------|
| Provider Owner Signature: | Date: |
|---------------------------|-------|

Office Use Only

| | | |
|----------------|--------------|------------------------|
| Date Received: | Response By: | Date Program Notified: |
|----------------|--------------|------------------------|

Notes:

Please submit application and questions in one of the three following ways to:

North Dakota Department of Human Services
 Behavioral Health Division
 Attn: Mental Health Grant

1. Mail: 600 E. Boulevard Ave. - Dept. 325
 Bismarck, ND 58505-0250
2. Email: MHGrant@nd.gov
3. Fax: 701-328-8979

Disaster Response State Grant Mental Health Services Program Application

This Agreement is entered into by the state of North Dakota, acting through its North Dakota, acting through its North Dakota Department of Human Services, Behavioral Health Division (Department) and

Provider:

1. Purpose

The purpose of this Agreement is to provide direct mental health services for adults with a mental illness living in one of the 29 identified counties impacted by the 2019 floods in North Dakota.

2. Provider agrees:

- Provide the following evidence-based and population appropriate mental health treatment services for adults with a mental illness living in one of the 29 identified counties impacted by the 2019 floods (see Attachment A):

| SERVICE | CHECK |
|-----------------------|--------------------------|
| Individual Therapy | <input type="checkbox"/> |
| Medication Management | <input type="checkbox"/> |
| Peer Support | <input type="checkbox"/> |
| Crisis Counseling* | <input type="checkbox"/> |

- Provide services in a manner that is recovery-oriented, trauma-informed and person-centered, as described in the provider guidance;
- Ensure participants served with this funding meet eligibility requirements through the Disaster Response State Grant Program Provider Guidance;
- Comply with all applicable state and federal laws and regulations pertaining to use, disclosure, maintenance, retention and safeguarding of confidential information including the Health Insurance Portability and Accountability act (HIPAA) at 45 CFR Part 160 & Part 164 and the Confidentiality of Substance Use Disorder Patient Records 42 CFR Part 2;
- Obtain a release of information between the Provider and Department prior to disclosing participant information;
- Obtain a release of information between the Department and the participant’s health insurance company, or other third-party payer if applicable;
- Obtain additional releases of information as needed to provide and coordinate treatment services;
- Ensure all funding sources are exhausted before utilizing the Department’s funding;
- Coordinate services, as needed, with the 2020 Disaster Response State Grant Program and the COVID-19 Emergency Response Grant to address Mental and Substance Use Disorders
- Ensure professionals providing services to individuals are working within their scope of service, are credentialed and/or trained to provide the service, and are complying with state and federal laws and executive orders while they are in effect.
- Ensure professionals providing services have no adverse actions in the past two years in the jurisdiction in which they provide services.
- Collaborate with Department -contracted evaluator to ensure all state and federal required data is collected;
- Submit required measures under the Government Performance and Results (GPRA) Modernization Act of 2010 for approved treatment and recovery activities as outlined in the provider guidance;

- Allow for random audits conducted by Department, which may include inspection of the premises, review of agency, personnel and participant records, observation of program operations, and interviews with employees and participants associated with the Department's Disaster Grant program;
- Facilitate the health insurance application and enrollment process for eligible uninsured clients;
- Notify Department within five business days of any staff changes by submitting name(s), contact information(s), and job description(s).
- Ensure all communication (i.e. media, partnership meetings, stakeholders, etc.) regarding efforts related to this project acknowledge the project is an effort funded through the North Dakota Department of Human Services' Behavioral Health Division.
- Participate in training and technical assistance required by Department; and
- Provide individuals with free resources at the request of Department.
- Maintain records to substantiate the services. Records must include medical necessity for each service received and the outcome;
- Maintain records related to participants for whom payment was made for services rendered by the Provider for a period of seven years from the end of the fiscal year in which the services were provided;
- Only submit reimbursement for services in which the individual was in attendance and only for the amount of time the individual was in attendance;
- Ensure the reimbursement provided for services is full and final payment and participants shall not be held responsible for cost of service;
- Utilize third party and other revenue realized from provision of services to the extent possible, and use funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan;
- Implement policies and procedures that ensure other sources of funding are utilized first when available for that individual;
- Reimburse Department if Provider is found to be out of compliance with this Agreement or if medical assistance or third-party insurance makes a payment following the payment received by the Department.

3. TERM AND RENEWAL

This Agreement is effective upon signature of both Department and provider and shall remain in effect until September 29, 2022. This Agreement will not automatically renew. Department will provide written notice to provider of its intent to renew this Agreement at least 30 days before the scheduled termination date. This Agreement may be renewed upon satisfactory completion of the initial Agreement term. Department reserves the right to execute up to two (2) options to renew this Agreement under the same terms and conditions for a period of 24 months each.

4. COMPENSATION

Department shall pay provider for services in accordance with the rate schedule attached to this Agreement as Attachment B, which is made a part of this Agreement.

5. LABOR

Provider may not solicit or hire for personal purposes any individual receiving services in the Program. Provider may not solicit or receive volunteer labor or services for personal purposes from an individual receiving services in the Program.

6. TERMINATION

a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30- days' written notice by either party, with or without cause. If provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

b. Early Termination in the Public Interest

Department is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, Department, in its sole discretion, by written notice to provider, may terminate this Agreement in whole or in part. If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

c. Termination for Lack of Funding or Authority

Department may terminate the whole or any part of this Agreement, effective upon delivery of written notice to provider or on any later date stated in the notice, under any of the following conditions:

1. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
2. If provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
3. If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination

d. Termination for Cause

Department may terminate this Agreement effective upon delivery of written notice to provider, or any later date stated in the notice:

1. If provider fails to provide services required by this Agreement within the time specified or any extension agreed to by Department; or
2. If provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms. Department may terminate this Agreement effective upon delivery of written notice to provider, or any later date stated in the notice: The rights and remedies of Department provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign or otherwise transfer or delegate to any person other than that party's staff, any right or duty set forth in this Agreement without the other party's express written consent. However, provider may enter into subcontracts provided that any subcontract acknowledges the binding nature of this Agreement and incorporates this Agreement, including any attachments. Provider does not have authority to contract for or incur obligations on behalf of Department.

8. NOTICE

All notices or other communications required under this Agreement must be given by email, registered or certified mail, and are complete on the date mailed when addressed to the parties at the following addresses: Pamela Sagness Behavioral Health Division Director Department of Human Services 600 E Boulevard Ave Dept 325 Bismarck, ND 58505-0250. Notice provided under this provision does not meet the notice requirements for monetary claims against Department found at N.D.C.C. § 32-12.2-04.

9. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed in accordance with the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota.

10. SPOILIATION - NOTICE OF POTENTIAL CLAIMS

Provider shall promptly notify Department of all potential claims that arise or result from this Agreement. Provider shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Department the opportunity to review and inspect the evidence, including the scene of an accident.

11. INDEMNITY

Provider agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers, and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by provider to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under North Dakota Century Code § 54-12-08. Provider also agrees to defend, indemnify, and hold the State harmless for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against provider in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

12. INSURANCE

Provider shall secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages: a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with a minimum liability limit of \$1,000,000 per occurrence. b. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence. c. Workers compensation coverage meeting all statutory requirements. The insurance coverages listed above must meet the following additional requirements: a. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the provider. The amount of any deductible or self-retention is subject to approval by the Department. b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the Department. The policies shall be in form and terms approved by the Department. c. The insurance required in this Agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without 30 days' prior written notice to the undersigned Department representative. d. Provider shall furnish a certificate of insurance to the undersigned provider representative prior to commencement of this Agreement. An updated, current certificate of insurance shall be provided in the event of any change to a policy. e. Failure to provide insurance as required in this Agreement is a material breach of contract entitling Department to terminate this Agreement immediately.

13. ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL

Department does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. Department does not waive any right to a jury trial.

14. CONFIDENTIALITY

Provider agrees not to use or disclose any information it receives from Department under this Agreement that Department has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by Department.

Department agrees not to disclose any information it receives from provider that provider has previously identified as confidential and that Department determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of Department and provider to maintain confidentiality of information under this section continues beyond the term of this Agreement, or any extensions or renewals of it.

15. COMPLIANCE WITH PUBLIC RECORDS LAW

Provider understands that, except for disclosures prohibited in this Agreement, Department must disclose to the public upon request any records it receives from provider. Provider further understands that any records that are obtained or generated by provider under this Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Provider agrees to contact Department immediately upon receiving a request for information under the open records law and to comply with Department's instructions on how to respond to the request. Department, the Attorney General of the state of North Dakota, the Risk Management Division of the Office of Management and Budget, and the federal government and their duly authorized representatives, may have access to the books, documents, papers, and records of provider which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

16. INDEPENDENT ENTITY

Provider is an independent entity under this Agreement. Provider, its employees, agents, or representatives are not employees of Department for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between Department and provider. Provider retains sole and absolute discretion in the manner and means of carrying out provider's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

17. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Provider agrees to comply with all applicable laws, rules, regulations, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Provider agrees to file all required reports, make required payroll deductions, and pay all taxes and premiums owed, including sales and use taxes and unemployment compensation, and workers' compensation premiums, in a timely fashion. Provider shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

18. STATE AUDIT

Provider shall provide to Department, the North Dakota State Auditor, or the Auditors designee upon request a written copy of all records, regardless of physical form, including records evidencing the accounting practices and procedures employed by provider which are relevant to this Agreement and necessary to conduct a state government audit. However, provider shall have the right to redact any and all information that includes, in whole or in part any proprietary information, trade secret information, confidential information, privileged information, or information that is not relevant to this Agreement and the like. Provider will maintain all such records for at least three (3) years following completion of this Agreement.

19. PREPAYMENT

Department will not make any advance payments before performance by provider under this Agreement.

20. ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to Department are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, and the Pro-Children Act of 1994. By signing this Agreement, provider certifies that neither provider nor its' principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government. Provider must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

21. MERGER AND MODIFICATION

This Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

| | |
|---|-----------------------|
| State of North Dakota North Dakota Department of Human Services Behavioral Health Division | Provider Name: |
| Signature: | Signature: |
| Printed Name: | Printed Name: |
| Title: | Title: |
| Date: | Date: |

Reimbursement Rates

**Services provided via telehealth are reimbursable.*

| Service | Unit Description | Rate |
|---|----------------------------|----------|
| Individual Therapy | | |
| Psychotherapy Initial Intake/Assessment | Once per provider per case | \$396.13 |
| Psychotherapy Initial Intake/Assessment, with Medication Management | Once per provider per case | \$413.30 |
| Psychotherapy reassessment | Each, max of 2 per year | \$158.53 |
| | Each, max of 2 per year | \$175.71 |
| Psychotherapy 30 minutes | Per session | \$77.47 |
| Psychotherapy 45 minutes | Per session | \$103.03 |
| Psychotherapy 60 minutes | Per session | \$154.15 |
| Psychotherapy add-on, each additional 30 minutes over 90 minutes | Each | \$71.48 |
| Medication Management | | |
| High level (40+ minutes) | Per session | \$160.93 |
| Mid level (30-39 minutes) | Per session | \$119.80 |
| Low level (20-29 minutes) | Per session | \$82.66 |
| Minimal level (10-19 minutes) | Per session | \$49.92 |
| Crisis Counseling | | |
| Psychotherapy 60 minutes | Per session | \$160.93 |
| Psychotherapy add-on, each additional 30 minutes over 50 minutes | Each | \$77.07 |
| Peer Support | | |
| Peer support 15 minutes | Per session | \$7.25 |