



FREE THROUGH RECOVERY (FTR) PROGRAM PROVIDER APPLICATION

DEPARTMENT OF HEALTH AND HUMAN SERVICES

BEHAVIORAL HEALTH DIVISION (BHD)

SFN 811 (7-2023)

Thank you for your interest in becoming a provider for the Free Through Recovery (FTR) program. FTR is a state-funded program allowing individuals within the criminal justice system to have care coordination, recovery supports, including peer support, and improved access to behavioral health services. All services reimbursed through the program will assist individuals in achieving specific outcomes related to their individual needs while residing in their chosen community and provide supportive, engaging, person-centered, recovery-oriented, and trauma-informed care.

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

I. 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	
Physical Address (if different from mailing address)	City	State	ZIP Code
Regions to be Served	Provider Tax ID Number	Estimated Capacity of Participants	

II. ADDITIONAL LOCATIONS			
Provider Name			Telephone Number
Address	City	State	ZIP Code
Provider Contact Name		Provider Contact Title	
Telephone Number	Email Address	Estimated Capacity of Participants	

Provider Name			Telephone Number
Address	City	State	ZIP Code
Provider Contact Name		Provider Contact Title	
Telephone Number	Email Address	Estimated Capacity of Participants	

III. SERVICES

Services for Monthly Reimbursement (Must Provide All to Qualify):

Care Coordination: Includes helping participants access recovery resources based on their individual needs and creatively problem solve around challenges to help participants access such resources.

Peer Support: A person with similar demographic and lived experience provides support to participants based on their individual needs.

Recovery Services: Access to nourishment, supportive housing, educational opportunities, employment, family and parenting services, leisure and wellness activities, spiritual engagement, and any other community resources.

IV. ATTACHMENTS

1. Signed Free Through Recovery Program Provider Agreement
2. Verification of Insurance meeting all requirements of section 10 Provider Agreement
3. Certificate of Good Standing with North Dakota Secretary of State
4. Completed an signed W-9 Form for reimbursement; and
5. Provider Description

V. SIGNATURE

I, the undersigned, certify to being the responsible entity for administering the Free Through Recovery Program and 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 Free Through Recovery Behavioral Health Service Agreement and all terms set forth in the most updated Free Through Recovery Program Guidance.

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:

Department of Health and Human Services

Behavioral Health Division

Attn: Free Through Recovery Program

1. Mail: 600 E. Boulevard Ave. - Dept. 325
Bismarck, ND 58505-0250

2. Email:

3. Fax: 701-328-8979

Free Through Recovery Behavioral Health Service Agreement

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

Provider

Department and Provider agree as follows:

1. Purpose:

The purpose of this Agreement is to provide individuals in the criminal justice system access to care coordination and recovery services, including peer support, and direct connection to additional behavioral health services as needed, through the Free Through Recovery (FTR) program (Program).

Provider agrees:

- a. To develop and maintain professional relationships with other entities to ensure that participants have timely access to a full continuum of behavioral healthcare, including access to clinical services.
- b. To comply with all state and federal laws and regulations pertaining to use, disclosure, maintenance, retention, and safeguarding of confidential information regarding participants, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) at 45 CFR Part 160 and Part 164, and the federal privacy law for Substance Use Disorder patient records, 42 USC § 290dd-2, and its implementing regulations, 42 CFR Part 2, and other confidentiality laws and regulations that may apply. Additionally, Provider assumes responsibility for obtaining any Authorization to Disclose Information forms that may be necessary to meet coordination requirements and data reporting per this Agreement.
- c. To have access to the internet, basic office programs, a reliable vehicle, and reliable contact information
- d. To secure Docstars system access through the Department of Corrections and Rehabilitation (DOCR) for data submission. Unauthorized access may result in termination of this Agreement.
- e. To secure the required insurance in accordance with Section 10 of this Agreement and provide the Department with updated proof of insurance when applicable.
- f. To allow the Department and the DOCR access to conduct audits and inspect the premises, review Provider, personnel, and participant records, observe program operations, and interview employees and individuals associated with the Program. To provide policies and procedures to the Department and DOCR upon request.
- g. To provide the Department and DOCR Provider personnel in the event of an emergency
- h. To participate in training, certification programs, and technical assistance, as required, by the Department and DOCR.
- i. To ensure that all care coordinators complete a background check before providing services.
- j. To have written policies and procedures pertaining to the following areas:
 - i. Suicide Prevention and Intervention
 - ii. Dual Relationships
 - iii. Conflict of Interest
 - iv. Confidentiality
 - v. Crisis Intervention
- k. To be bound by the rules and regulations of this Agreement and all terms set forth in the most updated Program Guidance.
- l. That all individuals providing peer support must:
 - i. Become a North Dakota Certified Peer Support Specialist within 90 days of providing services and maintain certification.
 - ii. Complete mandated reporting of vulnerable adults and retain certification. [Reporting Abuse and Neglect of a Vulnerable Adult | Health and Human Services North Dakota](#) Scroll down to Training Link and click on link.
 - iii. Complete mandated reporting of child abuse and neglect and retain certification. [Mandated Reporters - Home Page \(pcand.org\)](#) Follow link and click on 'Other'.

- m. All individuals providing care coordination must:
 - i. Have a degree in a closely related field to the position's responsibility or have one (1) year of experience in a human service setting providing direct services to individuals.
 - ii. Complete the care coordination training provided by the Department and DOCR.
 - iii. Sign and agree to abide by the Care Coordinator, Code of Ethics upon issuance.
 - iv. Complete mandated reporting and retain certification. [Mandated Reporters - Home Page \(pcand.org\)](#) Follow link and click on 'Other'.
 - v. Complete mandated reporting of child abuse and neglect and retain certification. [Mandated Reporters - Home Page \(pcand.org\)](#) Follow link and click on 'Other'.
- n. The Provider shall not hire a current Program participant to provide peer support services or care coordination to their current Program participants.
- o. The Provider shall not discharge or transfer a current Program participant to another provider so that they may hire this person to provide peer support or care coordination to their current Program participants.
- p. The Department and DOCR reserve the right to refuse to allow an individual to serve in the role of care coordinator or peer support for participants.
- q. To utilize Program funds only for services that do not have another billable funding source.
- r. To accept all referrals provided by the DOCR for participation in the Program unless the Provider is at Program capacity.
- s. To ensure participants have access to recovery-oriented services that address their behavioral healthcare needs.
- t. To provide participants with contact information for 24-hour crisis intervention services.
- u. To collect and share data with the Department regarding Program participants and outcomes.
- v. To conduct regular performance and progress assessments and meetings.
- w. To provide participants with Department resources, upon request.
- x. To ensure all communication (i.e. media, partnership meetings, stakeholders, etc.) regarding efforts related to the Program must acknowledge the project is an effort funded through the Department.
- y. To include the Department on documentation created for the purpose of communication and marketing of the Program and provide a copy of the document or messaging to the Department.
- z. To utilize Gap Funding according to current Program Guidance
- aa. That they may be moved to a status of "not in good standing" if they are not fulfilling requirements as outlined in this Agreement or Program Guidance, and do not remedy identified deficiencies within 60 days.
- bb. That when a provider is "not in good standing", additional referrals will be paused and if good standing is not restored in 60 days, this Agreement may be terminated.

2. TERM AND RENEWAL

This Agreement is effective upon signature of both Department and Provider and shall remain in effect until June 30, 2025. 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. Updates to this Agreement may be sent by the Department to the Provider at least 30 days prior to the effective date. Updates must be signed/returned by the effective date or payment for services may not be dispersed.

3. COMPENSATION

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

4. LABOR

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

5. 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.

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.

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.

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.

6. 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.

7. 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. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

8. 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.

9. 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 N.D.C.C. § 54-12-08. Provider also agrees to reimburse the State for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against Vendor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

10. INSURANCE

Provider shall secure and keep in force during the term of this Agreement, and Provider shall require all subcontractors, prior to commencement of an agreement between Provider and the subcontractor to 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 minimum liability limits of \$2,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- c. Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.

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 duty to defend, indemnify, and hold harmless the Department under this agreement shall not be limited by the insurance required in this Agreement.
- d. The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Provider.
- e. A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State.
- f. Provider shall furnish a certificate of insurance to the undersigned Provider representative prior to commencement of this Agreement. All endorsements shall be provided as soon as practicable.
- g. Failure to provide insurance as required in this Agreement is a material breach of contract entitling Provider to terminate this Agreement immediately.
- h. Provider shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. Provider shall provide on an ongoing basis, current certificates of insurance during the term of the Agreement. A renewal certificate will be provided 10 days prior to coverage expiration. An updated, current certificate of insurance shall be provided in the event of any change to a policy.

11. 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.

12. 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.

13. 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, DOCR, 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.

14. 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.

15. 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. Provider's failure to comply with this section may be deemed a material breach by Provider entitling Department to terminate in accordance with the Termination for Cause section of this Agreement.

16. STATE AUDIT

Provider shall provide to Department, DOCR, 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 years following completion of this Agreement.

17. PREPAYMENT

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

18. VENDOR 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 Vendor, Subcontractor, nor their 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.

19. 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.

20. 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:

Department:

Laura Anderson
Behavioral Health Division Policy Director
Department of Health and Human Services
600 E Boulevard Ave Dept 325
Bismarck, ND 58505-0250

Provider:

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.

State of North Dakota
Department of Health and Human Services

Provider Name

Signature
Printed Name
Title
Date

Signature
Printed Name
Title
Date

Free Through Recovery Outcome Data and Rates

Providers will be paid a base rate of \$428 per Participant on Level 3 engagement, \$214 per Participant on Level 2 engagement, and \$107 per Participant on Level 1 engagement on a monthly basis for providing care coordination, peer support, and recovery services to Program participants. In addition to this individual rate, an increase will be issued in the form of outcome-based rate enhancement, on a monthly basis. This rate enhancement will be issued when an individual meets three of the four defined outcome measures. See Table below for clarification.

Providers are expected to track and report on the four identified outcome measures **between the 15th and the 20th of the month** in order to receive reimbursement.

Reimbursement Rates per Level:

Level of Service	Level 3	Level 2	Level 1
Ineligible	\$0	\$0	\$0
CC Diligence	\$214	\$161	NA
Engagement	\$428	\$214	\$107
Outcome-based	\$514	\$300	\$193