

**STATE OF IDAHO
DEPARTMENT OF HEALTH AND WELFARE
SUPPLEMENTAL SERVICE AGREEMENT
FOR
ADULT MENTAL HEALTH COMMUNITY SUPPORT PROGRAM PROVIDERS**

This service agreement is made and entered into by and between the Idaho Department of Health and Welfare, Region _____, hereinafter designated as the DEPARTMENT, and

_____,
(Name of Agency)

_____,
(Address)

a provider of Mental Health Community Support Program services, hereinafter described as the PROVIDER, effective _____. The purpose of this service agreement is to implement Mental Health Community Support Program services by approved private sector providers to eligible Medical Assistance recipients, under the authority of, and in partnership with the Idaho Department of Health and Welfare in accordance with IDAPA 16.03.09 "Rules Governing Medical Assistance."

WHEREAS the DEPARTMENT may provide for direct payments to qualified Mental Health Community Support Program providers on behalf of eligible Medical Assistance recipients; and

WHEREAS the Department wishes to ensure that the delivery of psychosocial rehabilitation services throughout the state is based on a generally accepted, research-based, unified theoretical model as defined by the Department; and

WHEREAS direct payments to the PROVIDER rather than to the Medical Assistance recipient are intended to benefit the recipient by supporting a scope of services to be offered, thus allowing the eligible recipient to choose among approved PROVIDERS; and

WHEREAS the scope of services for which direct payments may be made is defined in IDAPA 16.03.09.112 of the "Rules Governing Medical Assistance;" and

WHEREAS federal financial participation in the payment of such services is predicated upon the DEPARTMENT entering into a written agreement with PROVIDERS of such authorized services; and

WHEREAS PROVIDER desires to receive such payments upon the terms and conditions of this written service agreement; and

WHEREAS the DEPARTMENT is empowered to enter into this service agreement pursuant to Title 56, Chapter 2, Idaho Code.

NOW THEREFORE the parties mutually covenant and agree to the following terms and conditions:

I. DEFINITIONS

- 1.1 “AGENCY” shall mean that proprietorship, partnership, corporation, or other entity, employing two (2) or more providers and offering both Mental Health Community Support Program and administrative services pursuant to this service agreement. Although the AGENCY is considered the PROVIDER for contractual and billing purposes, employees and subcontractors of the AGENCY shall be subject to the same conditions, restrictions, qualifications and rules as the PROVIDER.
- 1.2 “DEPARTMENT” shall mean the Idaho Department of Health and Welfare, as represented by the Director or his/her official designee (including, but not limited to, the Administrators of the Divisions of Medicaid and Family and Community Services, the Regional Directors of the designated Regional Mental Health Authority (RMHA) in each region, and the Attorney General). In addition, as so designated and specified in Title 39, Chapter 31, Idaho Code, DEPARTMENT may mean “STATE MENTAL HEALTH AUTHORITY” (SMHA).
- 1.3 “PROVIDER” shall mean the AGENCY and individual providing Mental Health Community Support Program (MHCSP) services pursuant to this service agreement. A PROVIDER is not an officer, employee, or agent of the DEPARTMENT.
- 1.4 “Mental Health Community Support Program” (MHCSP), is an organized and integrated system of care, under a single point of authority and responsibility, designed to maximize the ability of persons with serious mental illness to live productively in the community, without unnecessary re-hospitalization.
- 1.5 “Regional Mental Health Authority (RMHA)” shall mean the Regional Director, who oversees the regional comprehensive mental health service, as so designated in Title 39, Chapter 31, Idaho Code.
- 1.6 “Service Agreement” shall mean that written document, executed by the PROVIDER, or an authorized representative of the PROVIDER, and the DEPARTMENT, whereby the DEPARTMENT agrees to pay the PROVIDER for MHCSP services furnished to Medical Assistance recipients in accordance with the terms and conditions contained in Idaho Code, the rules of the DEPARTMENT, federal regulations, and within the Agreement itself.
- 1.7 “Medical Assistance Recipient” shall mean any individual who is approved for medical and/or financial assistance pursuant to IDAPA 16.03.01, “Rules Governing Eligibility for Financial and Medical Assistance”, and 16.03.05, “Rules Governing Aid to the Aged, Blind and Disabled.”
- 1.8 “Medical Assistance” (currently known as MEDICAID) shall mean payments for part or all of the cost of such care and services allowable within the scope of title XIX of the federal social security act as amended as may be designated by DEPARTMENT rule.
- 1.9 “Eligible Recipient” shall mean a Medical Assistance recipient who is any individual 18 years of age or older who has a severe and persistent mental illness and who meets the following three criteria:

- a. The individual must have a diagnosis under DSM-III R or DSM-IV of Schizophrenia, Schizoaffective Disorder, Major Affective Disorder, Delusional Disorder or a Borderline Personality Disorder; and,
 - b. This psychiatric disorder must be of sufficient severity to cause a substantial disturbance in role performance or coping skills in at least two of the following areas on either a continuous or an intermittent (at least once per year) basis: vocational/academic, financial, social/interpersonal, family, basic living skills, housing, community or health, and
 - c. Has received a comprehensive assessment and a service plan that have been developed according to rule, approved by a licensed physician and authorized by the RMHA.
- 1.10 “Rules” shall mean IDAPA 16.03.09000-.999 inclusive, **R**ules Governing Medical Assistance.”

II. SERVICE DELIVERY

The services furnished by a PROVIDER for which payment may be made by the State Title XIX (Medical Assistance) program are those as defined by 42 CFR 440.130(d), and IDAPA 16.03.09112 of the DEPARTMENT’s **R**ules Governing Medical Assistance.”

The following conditions and restrictions relating to service delivery are intended to protect eligible recipients and assure that services are provided in a professional manner. Services may be provided only by employees/subcontractors of an AGENCY.

III. DEPARTMENT RESPONSIBILITIES

- 3.1 The DEPARTMENT, through the RMHA, shall determine the eligibility of Medical Assistance recipients for MHCSP services by reviewing the comprehensive assessment and service plan developed by the provider and participant. The Department will not pay for services not authorized by the RMHA.
- 3.2 The DEPARTMENT, through the RMHA, shall assure an eligible recipient's right to choose among qualified providers for services to be provided pursuant to the service plan.
- 3.3 The DEPARTMENT may develop, offer and require the PROVIDER’s participation in regional pre-service and/or in-service training. The training may include presentations offered at a time and place designated by the RMHA. Any such presentations are provided for the benefit of the PROVIDER to assure quality and are not a billable activity. The DEPARTMENT may charge a fee for this training.

- 3.4 The DEPARTMENT shall conduct reviews, no less than annually, to ensure the accuracy of PROVIDER's billings, compliance with this service agreement and the quality of service. The PROVIDER may be subject to repayment and penalties.
- 3.5 The DEPARTMENT, through its RMHA, shall be responsible for ongoing activities related to quality assurance and continuous quality improvement with an emphasis on client outcomes and consumer satisfaction. The DEPARTMENT, through the RMHA, may review the PROVIDER's delivery of services at any time, without notice, to ensure quality services and supports are being provided. Quality care indices shall be consistent throughout the State, shall be identified and made available by the DEPARTMENT to PROVIDERS and include, but are not limited to:
- a. All services shall be provided according to a service plan approved by the DEPARTMENT, through the RMHA. All plans shall include informed consent for the service signed by the eligible recipient, custodian, or legal guardian, and the authorized representative from the RMHA.
 - b. The service plan shall be developed and implemented for each eligible recipient of MH CSP services as vehicle to address the rehabilitative needs of the eligible recipient. To the maximum extent possible, the development of the service plan shall be a collaborative process involving the eligible recipient, his family and other support systems.
 - c. Frequency and nature of contacts with the eligible recipient shall be consistent with the service plan. When change is required that necessitates an addendum or revision to the existing plan, the PROVIDER shall assure that the revised plan is reviewed and authorized by the RMHA prior to the delivery of services.
 - d. All PROVIDERS shall meet the qualifications of and be supervised in accordance with the provisions of IDAPA 16.03.09.112.
 - e. MH CSP services shall be provided at a time and location that is convenient and suitable for the eligible recipient. For vendors providing Individual, Group and Family Psychotherapy, Pharmacological Management, Individual Psychosocial Rehabilitation, and/or Group Psychosocial Rehabilitation, provision will be made for face-to-face, 24-hour response.
 - f. The PROVIDER's employees/subcontractors shall protect the information, which is collected, used or maintained, concerning but not limited to, the eligible recipient. Confidential information shall be protected and only released with appropriate written consent or as otherwise required under the law or as otherwise required by the RMHA in order to monitor the PROVIDER's performance or to fulfill the RMHA's responsibilities to authorize or re-authorize service.
 - g. The PROVIDER shall provide the eligible recipient and/or the guardian information about how to request a fair hearing and shall be informed about the availability of protection and advocacy services and legal assistance.

- h. If the PROVIDER transports the eligible recipient in a private vehicle, the PROVIDER shall follow laws regarding the operation of a motor vehicle and carry liability insurance to cover the eligible recipient.
- I. Services provided by each PROVIDER are limited to those services authorized by statute and regulation governing the MHCSP, pursuant to IDAPA 16.03.09.112.

IV. AGENCY RESPONSIBILITIES FOR MHCSP SERVICES

4.1 The PROVIDER shall deliver the following specified services, as described in IDAPA 16.03.09.112 of the “Rules Governing Medical Assistance” in accordance with the eligible recipient’s service plan, and in accordance with a generally accepted, research-based, unified theoretical model as defined by the Department. Those that apply have been initiated by the RMHA hereto:

RMHA

- _____ Individual, Group and Family Psychotherapy
- _____ Pharmacologic Management
- _____ Individual Psychosocial Rehabilitation
- _____ Group Psychosocial Rehabilitation

and subject to the following conditions:

- 4.2 The PROVIDER shall submit subsequent proposed assessments and service plans to the RMHA. The RMHA shall approve appropriate services contained in the service plan and authorize payment for those services. The DEPARTMENT shall not pay for unauthorized services.
- 4.3 The PROVIDER shall document that eligible recipients were advised that if they are not satisfied with services they are receiving, they may contact the RMHA to identify alternative providers and or discuss their dissatisfaction.
- 4.4 The PROVIDER shall ensure that all medical services provided under this service agreement shall be under the supervision of a licensed physician and that all subsequent service plans submitted for RMHA pre-authorization include approval by a licensed physician.
- 4.5 The PROVIDER may furnish MHCSP services to any eligible recipient who has authorization from the RMHA to obtain services from the PROVIDER. Eligible recipients have the right to choose among qualified providers.
- 4.6 The PROVIDER shall ensure that all services are provided by qualified employees/subcontractors in conformance with professional standards. The DEPARTMENT shall review the PROVIDER’s delivery of services periodically to determine compliance.

- 4.7 The PROVIDER's services shall be of such quality that the eligible recipient's overall goals are realized and public funds for services are utilized appropriately. Further, the PROVIDER shall participate in the DEPARTMENT's quality assurance program.
- 4.8 The PROVIDER shall obtain training as required by the DEPARTMENT. The PROVIDER's expenses to attend the training are the responsibility of the PROVIDER.

V. AGENCY ADMINISTRATIVE RESPONSIBILITIES

- 5.1 The AGENCY shall only bill the Medical Assistance program for services delivered by employees/subcontractors who meet the educational and experience requirements of IDAPA 16.03.09.112, Rules Governing Medical Assistance. Documents, which verify the qualifications of each such individual, shall be maintained by the AGENCY on its premises and shall be made available to the DEPARTMENT upon request. The AGENCY is ultimately responsible for assuring that quality services are delivered in compliance with applicable rules. Corrective action including, but not limited to, financial repayment, limitation of services, imposition of training requirements, or termination of this service agreement may be taken against an AGENCY as well as its employees.
- 5.2 The AGENCY agrees to only bill for services provided to Medical Assistance eligible recipients who are approved for services by the RMHA.
- 5.3 The AGENCY shall provide a copy, to the RMHA, of all Remittance Advice (RA) documents that it receives from EDS until such time as the Prior Authorization System is automated.
- 5.4 The AGENCY shall develop a transition plan and give at least thirty (30) days notice to the eligible recipient and the RMHA when terminating MHCSF services to an eligible recipient. The AGENCY shall assure an appropriate and timely transition by identifying alternative providers to the eligible recipient. The AGENCY may not terminate services when the RMHA determines that to do so would pose a threat of endangerment to the eligible recipient or others.
- 5.5 The AGENCY is responsible for the recruitment, hiring, firing, training, supervision, scheduling, and payroll for its employees, subcontractors or agents, and for assuring that:
- a. The AGENCY's decision to accept or continue MHCSF services for an eligible recipient shall be based on its ability to meet the needs of the eligible recipient.
 - b. The AGENCY shall assure MHCSF coverage is scheduled to ensure that the assessment and service plan can be developed and implemented effectively. Supervision of employees/subcontractors shall be available whenever and wherever needed and be of sufficient intensity to ensure good performance of all MHCSF services. The AGENCY shall have the capability to provide arrangements for backup in the absence of the assigned employee/subcontractor.

- c. The AGENCY shall maintain a quality assurance program which includes, but is not limited to, training sessions, quarterly services audits, and annual professional credential review.
 - d. The AGENCY agrees to cooperate fully with the DEPARTMENT in meeting the DEPARTMENT'S quality assurance and continuous quality improvement responsibilities, including completing client satisfaction surveys and providing data relating to client service, progress and outcomes.
 - e. The AGENCY shall provide the RMHA with quarterly listings of all eligible recipients being served, and all employees/subcontractors, indicating which have completed approved MHCSF training.
 - f. The AGENCY shall inform the DEPARTMENT through the RMHA, within 48 hours, of any employees charged with criminal conduct, or accused of fraudulent, negligent or abusive conduct related to the provision of MHCSF, or terminated for poor performance.
- 5.6 The AGENCY shall be responsible for the maintenance of general liability insurance coverage and for the payment of worker's compensation, unemployment compensation, FICA taxes and all state and federal tax withholdings for its employees.
- 5.7 The AGENCY shall be responsible to verify that all employees, subcontractors or agents coming into direct contact with eligible recipients have completed a criminal history check.

VI. PAYMENT

The DEPARTMENT, through the Medical Assistance program, shall pay the AGENCY for services rendered, in accordance with the Medical Assistance rate schedule. Such payment shall be accepted as payment in full for MHCSF and no additional charges shall be made to the individual or any members of his/her family to supplement the cost of MHCSF services. The DEPARTMENT shall not pay costs for which there is no U.S. Department of Health and Human Services participation.

VII. RECORDS

- 7.1 The AGENCY agrees to maintain records in accordance with IDAPA 16.03.09.112 of the "Rules Governing Medical Assistance."
- 7.2 The RMHA may request, from the AGENCY, regular reporting of amounts and types of service per individual consumer, in a format and method specified by the RMHA.
- 7.3 These records shall be available for and subject to inspection, review, and audit by the DEPARTMENT, the U.S. Department of Health and Human Services, or other authorized personnel with or without prior notice during any working day.

- 7.4 The AGENCY shall maintain all records and documents relevant to this service agreement for a period of five years from date of final payment. The DEPARTMENT, and any persons duly authorized by the DEPARTMENT, shall have full access to and the right to inspect, review, and audit any of these materials during the retention period.
- 7.5 It is the AGENCY's responsibility to keep the DEPARTMENT informed in writing of AGENCY's current address. Notices sent to the address on file with the DEPARTMENT shall be presumed to have been received by the AGENCY.
- 7.6 Documentation of all MHCSP activities shall be recorded in the permanent record of the eligible recipient and be available for review by and transfer to the DEPARTMENT and/or the U.S. Department of Health and Human Services, Health Care Financing Administration. All activities shall be directly related to the outcomes identified on the service plan and be consistent with the assessment and objectives stated within the plan.
- 7.7 Each billable contact shall be recorded in the record reflecting the nature of the service provided, the date, and the duration of the service.

VIII. TERM

- 8.1 This agreement shall remain in effect until either the AGENCY or the DEPARTMENT requests a new agreement be entered into or in the case where the agreement is terminated by the DEPARTMENT according to section XI below.
- 8.2 This service agreement shall not be construed to provide any rights of renewal or continued participation if the principal owner(s) of the AGENCY change.

IX. FRAUDULENT ACTS

The AGENCY understands that Idaho Code Sections 56-227, 56-227A, and 56-227B, which provide criminal and administrative penalties for fraudulent acts, apply to any and all activities associated with the performance of this service agreement. The AGENCY further understands that Section 1909 of the Social Security Act provides federal penalties for false reporting and fraudulent acts committed during the course and scope of this service agreement. Notice of these sections shall in no way imply that they represent an exclusive or exhaustive list of available action to deal with fraud and abuse.

X. DISPUTES

In the event of any material dispute regarding this service agreement the contested case provisions of IDAPA 16.05.03.000 et seq, and Idaho Code title 67, chapter 52, shall apply.

XI. TERMINATION

- 11.1 The DEPARTMENT may terminate this service agreement for cause, or without cause, as stated below.
- 11.2 Termination for Cause.
- a. The DEPARTMENT may, in its discretion, terminate this service agreement when the AGENCY fails to comply with any term or provision herein. Said termination shall be in writing and shall be effective upon such notice as the DEPARTMENT, in its sole discretion, deems appropriate under the circumstances, and may be effective immediately. The AGENCY also understands and agrees that its conduct may subject it to additional penalties or sanctions under IDAPA 16.03.09.190 of the **Rules Governing Medical Assistance.**
 - b. Suspension of or failure to renew any license or certification required by law to perform the services under this service agreement shall result in immediate termination of this service agreement without further notice.
- 11.3 Termination Without Cause.
- a. This service agreement may be terminated by either party without cause by giving 30 days notice in writing to the other party.
 - b. This service agreement may be terminated if federal or state laws or rules or regulations of either should be judicially interpreted so as to render fulfillment of the service agreement unfeasible or impossible by either party.
- 11.4 In the event of termination by the DEPARTMENT, the DEPARTMENT's sole obligation to the AGENCY shall be to tender payment for services provided prior to the date of termination. The DEPARTMENT shall not be liable for any costs or expenditures made by the AGENCY in reliance upon this service agreement.

XII. GENERAL PROVISIONS

- 12.1 The AGENCY shall not disclose any identifying information to third parties regarding eligible recipients when received or obtained by virtue of performance of this service agreement without the express written consent of such individual other than as defined in Section III of this service agreement.
- 12.2 The failure of the DEPARTMENT to insist upon strict performance of any of the covenants and conditions of this service agreement or to exercise any option herein conferred in any one or all instances shall not be construed to be a waiver or relinquishment of any such right or obligation, unless such waiver is evidenced by the prior written consent of the AGENCY and DEPARTMENT.

- 12.3 This service agreement may be amended only by the prior written consent of the AGENCY and DEPARTMENT in compliance with existing state and federal law.
- 12.4 The AGENCY shall not assign this service agreement, nor any part thereof, nor any right to any of the monies to be paid to an AGENCY under this service agreement without the express written consent of the DEPARTMENT.
- 12.5 This supplemental service agreement constitutes the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written, negotiations, representations, commitments, and all other communications between the parties.
- 12.6 In no event shall any official, officer, employee, or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement, representation, or warranty made herein or in any way connected with this service agreement.
- 12.7 This service agreement shall be governed by the laws of the State of Idaho and, except as provided in section XI, any action arising under this service agreement shall be brought in a District Court of the State of Idaho.
- 12.8 The provisions of this service agreement are independent of each other and are, therefore, severable. If any provision or a part thereof is finally declared invalid by a court of competent jurisdiction, that invalidity shall not affect the validity of any remaining provision or part thereof within this service agreement.

The PROVIDER understands and agrees that violation of any of the terms and conditions of this supplemental agreement or the MEDICAID PROVIDER ENROLLMENT AGREEMENT constitutes sufficient grounds for termination of this agreement and may be grounds for disciplinary action as provided by rules or statute.

The undersigned have read and understand this service agreement and agree to be bound by the terms hereof:

**Idaho Department of Health and Welfare
Regional Mental Health Authority**

**Agency
Name:**

Address:

Address:

By: _____

By: _____

Department designee

Authorized Agent

Date: _____

Date: _____