

## PROVIDER CONTRACT REQUIREMENTS

### Care Coordinators

Every client must be offered choice of care coordinators and choice of providers. Once client has chosen the care coordinator, the coordinator will meet with the client within 48 hours to:

**1. Conduct Intake Interview (must be confidential and one-on-one, not in a group setting:**

- Determine eligibility based on the following criteria (client must meet all three eligibility requirements and documentation must be in the client’s individual case record):
  - ✓ Income-200% of poverty level\*

Household Size	Gross Monthly Family Income
1	\$1,815.00
2	\$2,451.66
3	\$3,088.33
4	\$3,725.00
5	\$4,361.66
6	\$4,998.33
7	\$5,635.00
8	\$6,271.66
9	\$7,358.32
10	\$7,415.01
For each additional family member add	\$636.66

*\*families who receive TEA, Medicaid, SSI, AR Kids First, or Food Stamps will automatically qualify as their income would be below 200% of poverty*

- ✓ Residence in one of the 13 counties
- ✓ Categorical eligibility
  - Multiple DUI/DWI offenses with continuing substance use disorder ( SUD) if DUI/DWI offenses are not recent
  - Pregnant women with SUD
  - Military (Army Reserve/National Guard/Activity Duty)
  - Adults in families with (or at risk of) involvement with AR DHS child welfare Divisions of Children & Family Services (DCFS) or Youth Services (DYS)—e.g., active DCFS supportive or protective services case; or meets the DYS criteria for preventive services, or has a FINS petition, or adjudication as a juvenile delinquent, or child is currently in the custody of DYS and will be released on aftercare status.
- Issue Voucher for Care Coordination Services
- Complete GPRA, Arkansas questions, and RSS, and client confidentiality disclosure form and enter information into AR WITS (cannot bill for an intake until all steps have been completed)
- Develop Recovery Support Plan
- Client determines services to be provided under ATR
- Care Coordinator offers choice of service providers
- Contact service provider to determine what funding source will be used and ability to accept client
- If ATR funds will be used, issue voucher(s) based on client’s selection of service providers
- Purchase \$15 gift card to be used at 6-month follow-up

**Conduct monthly contacts and enter encounter information in AR WITS**

**Issue/re-issue vouchers based on monthly contact and determination of continuing service needs**

**Complete GPRA 6-month follow-up and issue gift card to client (client must sign receipt)**

**Discharge client in AR WITS based on completion of recovery support plan goals/objectives or exhausting ATR funding.**

**If client requests change in service provider, cancel current voucher and issue voucher for new provider.**

**If client requests change in care coordinator, client must be referred to the Recovery Support Services Coordinator who will transition client. Care coordinator must turn over copies of the complete client record and attend transition conference with the client and the new care coordinator.**

**Maintain complete client files for review by DBHS or its representatives.**

### **SERVICE/RECOVERY SUPPORT SERVICES PROVIDERS**

**Accept Vouchers for services**

**Provide services in accordance with the vouchered services**

**Document all service encounters in the WITS system**

**Maintain client confidentiality**

**Notify Care Coordinator if client leaves service or is re-locating to another county**

## Section V: ATR Provider Responsibilities and Assurances

- A. The Provider agrees to comply with all the requirements set forth in this Agreement. Failure to comply is grounds for termination of participation in the Arkansas ATR Project and for possible further action by DHS.
- B. The Provider agrees that any services provided prior to the effective date of this Agreement are the sole responsibility of the provider and in no way establishes DHS liability for payment of services rendered prior to the effective date of this Agreement.
- C. The Provider agrees **to attend DHS-sponsored mandatory training concerning this Agreement** and to comply with all the requirements set forth in this Agreement. Failure to comply is grounds for termination of participation in the Arkansas ATR Program and for possible further action by DHS.

**New Care Coordinators** must complete all of the required training (as specified in Attachment O of the ATR Provider Manual) **prior to initiation of service delivery**. In lieu of DBHS provided training, New Care Coordinators may submit documentation of prior training in Ethics/Confidentiality and Motivational Interviewing. Documentation of at least 6 months experience in working with individuals with SUD prior to the date of this agreement may be provided in lieu of Recovery Support Services and Addiction and Recovery Training.

**All New Direct Service Providers** must complete AR ATR VMS/Reporting/Billing/Waste, Fraud & Abuse/ and Basic Confidentiality training **prior to the initiation of service delivery**. The remaining mandatory training (as specified in Attachment O of the ATR Provider Manual) must be completed **within sixty (60) days of signing the Agreement**.

- D. The Provider agrees to maintain certification to provide ATR services and to comply with all certification standards. This Agreement terminates upon any final agency determination of adverse action against the Provider's certification. The termination of the Agreement because of adverse certification action is effective immediately upon the action being taken, and remains effective notwithstanding any appeal of the adverse action. If a Provider's compliance with certification or certification rules cannot be determined because the Provider does not submit required information or does not permit reasonable access to the Provider and its records, this Agreement will be terminated upon written notification to the Provider.
- E. The Provider agrees to accept the ATR Voucher as authorization to provide and bill for services. The Provider agrees to accept reimbursement received from DHS as full and final payment for all services covered by this Agreement the collection of fees expressly authorized by DHS.
- F. The Provider agrees not to accept clients without Voucher obligating DHS.
- G. The Provider agrees that DHS will not pay Providers for ATR services retroactive to the date of the Voucher.
- H. The Provider must submit a bill for actual services performed to receive payment, utilizing the VMS System.
- I. The Provider agrees to submit billing within five (5) days of the date the service was actually delivered to the eligible client. No exceptions will be allowed.
- J. The Provider agrees that only the authorized representative will submit bills to DHS, as specified in the Electronic Signature Verification Form. The Provider agrees to submit a new Electronic Signature Verification Form within ten (10) working days of any change in the authorized representative. The Provider accepts liability for all bills submitted to DHS using the VMS. Each Provider authorized representative will be issued a Password and other authentication for the VMS System.
- K. Voucher Agreements and ATR Certification are non-transferable. A change in Taxpayer Identification Number (TIN) will require new Voucher Agreement and ATR Certification. The Provider agrees to notify DBHS of any change in ownership or TIN within ten (10) working days of the change. The Provider agrees that clients receiving substantially the same services shall not be charged at a rate less than that paid for by clients under this Agreement.

- L. The Provider agrees to notify the ATR Case Coordination Services Provider when a client withdraws from the ATR Program. Notice, in the form of fax, telephone or electronic mail shall be provided no later than the next working day after the client withdraws. The Care Coordination Service Provider will terminate the Voucher in the VMS system.
- M. The Provider understands that DHS will issue authorizations which are valid only for units of service the clients are eligible to receive assistance as determined by DHS.
- N. The Provider agrees to promptly correct all billing or payment errors. In addition to any other remedy, which may exist in law, equity, or administrative procedures. DHS may, after proper notification, effect correction through adjustments in current and subsequent payments to the Provider and/or other measures as necessary. Payments may be withheld until verification of service delivery. Service documentation must be presented upon request by DHS staff or authorized representatives within one (1) hour of the request. All other records pertaining to delivery of services under this Agreement (including financial records) must be made available by 10:00 A.M. the day following the request from DHS staff or authorized representative. Site visits by DHS staff or authorized representatives may be unannounced.
- O. The Provider agrees to retain all books, records, and other documents relating to expenditures, services rendered, or individuals served under this Agreement for five (5) years from the date this Agreement expires. If an audit or investigation is pending at the end of the five year period, information shall be retained until resolution of the audit, investigation. Any person authorized by DHS will have full access to these materials during this period.
- P. The Provider agrees to document and maintain service delivery records for a period of six (6) years. Documentation shall include the client's name, identification number, date and time of service, summary of the encounter, and signature of the person providing the service. Documentation must reconcile with billing records. If service documentation is not available, DHS will consider the payment in question to be an overpayment.
- Q. The Provider will maintain all client records in a confidential manner. Upon request, access to Provider records will be made available to DHS employees, DHS designated agents, or any agency of state or federal government for purposes of auditing or any other reason connected with DHS service programs. When needed to verify the Provider's cost allocation of non-duplication of payment, the Provider will make statistical records on expenditures charged to other funding sources available. The Provider may require official identification prior to allowing records access. This restriction does not apply to disclosures made with the informed, written consent of the client. If the client has been declared incompetent by a probate court, the client's guardian may consent on the client's behalf.
- R. The Provider agrees to have an annual audit in accordance with the "Guidelines for Financial and Compliance Audits of Programs Funded by DHS" effective for the period of this Agreement. A copy of the "Guidelines" will be provided upon request. An audit is required:
  - a. Failure to submit an audit will result in the Provider losing the privilege to participate in the ATR Program until the issue is resolved, and may result in the Provider's exclusion from all DHS programs per DHS Policy 1088. (Notice will be provided in writing with specific timeframes for submission of the audit.)
  - b. Submission of falsified records or participation in any form of fraud by a Provider will result in exclusion from all DHS programs.
  - c. Whether an audit is required or not, all financial information will be made readily available for any review conducted by a DHS authorized representative.
- S. The Provider agrees not to discriminate against any employee or applicant for employment. Upon a final determination by a court or administrative body having proper jurisdiction that the Provider has violated state or federal laws and regulations regarding discrimination, DHS may impose a range of appropriate remedies, up to and including termination of the Agreement and exclusion from all DHS programs.

The Provider agrees to comply with Titles VI and FVII of the Civil Rights Act and to operate, manage and deliver services without regard to age, religion, disability, political affiliation, veteran status, sex, race, color or national origin.

- T. The Provider agrees to comply with Executive Order 98-04 (Guidelines for Employment, Grants, Contracts, and Purchasing) by completing and returning the appropriate Disclosure Forms to the Department. Failure to make any disclosure required by Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this Agreement. Any Provider, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the DHS.
- U. The Provider agrees to comply with Public Law 101-121 (Anti-Lobbying Act):
- a. If the Provider receives more than \$100,000 per award of appropriated federal funds in any Agreement period (July 1 – June 30), the Provider must certify that these funds will not be used to pay for lobbying activities, by completing a Certification Regarding Lobbying Form (DHS-9350) and submitting the form to the Department.
  - b. If the Provider has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form LLL (Disclosure of Lobbying Activities) must be completed and submitted to the Department.
- The Provider (referred to as the lower tier participation in the following clause) agrees to comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary7 Exclusion – Lower Tier Covered Transactions), which states:

By signing and submitting this lower tier proposal (this Agreement), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.:
- V. The Provider agrees that it will indemnify and hold harmless DHS against any and all liability, loss, damages, costs or expenses which DHS may sustain, incur or be required to pay as a result of any act or omission of the Provider.
- W. The Provider agrees to notify DHS immediately of any change in ownership, change in business structure, facility site location, change in employer identification number or closure of the facility/ceasing services. The Provider agrees to provide DHS with a copy of the notice from the Internal Revenue Service verifying any change in a Taxpayer Identification Number.
- X. The Provider may not delegate, assign, or subcontract the performance of any obligations contained in this Agreement.
- Y. The Provider agrees to notify and submit a new Contract and Grant Disclosure and Certification Form to DHS within ten (10) days of the beginning of employment should the owner, a member of the owner's immediate family, or an authorized representative of the facility accept employment with the State of Arkansas. If a member of the Provider's Board of Directors is employed by the Provider and then accepts employment or does additional business with the State of Arkansas, the board member must submit a Contract and Grant Disclosure and Certification Form to DHS within ten (10) days of state employment or other business with the State of Arkansas.
- Z. The Provider understands that this Agreement does not create an employer-employee relationship.
- AA. The Provider agrees to accept responsibility for the reporting of funds received through DHS each calendar year. The Provider is responsible for the payment of all required federal and state taxes accrued.
- BB. Providers who are incorporated must be registered with the Secretary of State's office and must remain in good standing to participate in the Arkansas ATR Program.