

**ARKANSAS DEPARTMENT OF HUMAN SERVICES
ARKANSAS ACCESS TO RECOVERY
VOUCHER PARTICIPANT AGREEMENT**

Vendor Agreement # _____

Section I: Provider Information

Provider Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Taxpayer Identification Number (Social Security Number or Employer Identification Number):

Phone Number: (_____) _____

Name of Board President/Chairman (if applicable): _____

Board President/Chairman Address: _____

City: _____ State: _____ Zip Code: _____

Section II: Purpose and Performance of the Agreement

The purpose of this Agreement is to establish eligibility for Provider participation in the Arkansas Access to Recovery (ATR) system and to set forth Department and Provider responsibilities and assurances. The ATR System provides eligible clients and their families who receive alcohol and substance abuse treatment and recovery services funded through the Department of Human Services (DHS) the opportunity to select a provider from a list of eligible participants.

The Provider must comply with state and federal regulations. If any statute or regulation is enacted or promulgated requiring changes in this Agreement, both parties will consider this Agreement to be automatically amended to comply with the newly enacted statute or regulation as of the effective date of the statute or regulation. DHS shall notify the Provider in writing within thirty (30) days of the receipt of any necessary changes or amendments to this Agreement resulting from newly enacted state or federal statutes or regulations. This agreement begins January 25, 2011, and expires September 20, 2014. DHS shall notify the provider if there are any necessary changes or amendments to this Agreement.

Section III: Definitions

- A. Agreement: The Arkansas Access to Recovery Voucher Participant Agreement
- B. Eligible Client: For the purposes of the Arkansas Access to Recovery Program, clients must meet the following eligibility criteria:
 - a. 18 years of age and older; and
 - b. Persons screening positive for or with documented Substance Use Disorder; and

- c. Resident of one of the following Pilot Counties: Benton, Washington, Crawford, Sebastian, Craighead, Garland, Saline, Pulaski, Lone, White, Independence, Faulkner or Jefferson; and
- d. Meets one of the targets service groups:
 - i. Arkansas National Guard member and/or returning veteran from Iraq and Afghanistan (family members may also receive services); or
 - ii. Pregnant woman or adult family member of child(ren) with Division of Children and Family Services (DCFS) or Division of Youth Services (DYS) involvement; or
 - iii. Person with DUI/DWI court involvement (all second and third time offenders).
- C. Voucher: A document establishing DHS financial obligation to pay the Provider after delivery of specified ATR services. The Voucher includes information such as the total dollar amount authorized for the client named on the form, the designated provider facility selected by the client as approved to attend, and the duration of the authorization period.
- D. Client: The adult receiving services and meeting the definition of eligible client established in Section III, B. above.
- E. Service Rates: Rates for individual services are established in Attachment A, Arkansas Access to Recovery Treatment and Recovery Support Services.
- F. Department or DHS: The Arkansas Department of Human Services.
- G. Provider: The name of the owner or business name of the organization providing ATR services. DHS reserves the right to require a "Provider" to certify the name of the facility/individual via the Arkansas Secretary of State.
- H. Taxpayer Identification Number (TIN): A number issued by the Internal Revenue Service to report income paid to an individual. This TIN may be either an individual's social security number or employer identification number.
- I. DHS Representative: Anyone who is a representative of DHS including but not limited to licensing/certification specialist, investigators, etc.

Section IV: DHS Responsibilities and Assurances

- A. DHS agrees to make available to a new Provider Mandatory training, within 60 days of signature date of the agreement, and other reasonable technical assistance concerning departmental policy (including this Agreement), records requirements, and billing processes for the Voucher Management System (VMS). If a compliance issue exists, you may be required to attend mandatory training.
- B. Individuals/providers who wish to participate in the Arkansas ATR Program must attend the core training courses for Care Coordination/Service Provider prior to initiation of service delivery. The remaining required training (as specified in Attachment O of the ATR Provider Manual) must be completed within sixty (60) days of receipt of signed ATR Voucher Agreement as signed by DBHS. The agreement will be cancelled for any provider not meeting the training requirement. DBHS may, at its discretion, mandate additional training for providers at any time, including changes in provider staff or as part of a compliance action.
- C. DHS agrees to establish a public register of all Providers participating in the AR Access to Recovery Program. The register will be made available at all DHS Count Offices, on the DBHS website, at all Arkansas National Guard Armories. Eligible clients will select a Provider from the register based on the needs established in the ATR Assessment.
- D. DHS agrees to reimburse the Provider for services delivered in compliance with this Agreement after the Voucher has been received and services are rendered. A Provider cannot bill or receive payment for services until this Agreement has been signed by the Provider and certified by the Department.

DHS reserves the right to prohibit the Provider, regardless of the name or structure of the provider entity, from future participation in the program. This Agreement is subject to the DHS Participation Exclusion Rule. The Provider is responsible for all overpayments, fraud or legal proceedings against the Provider for non-compliance.

DHS reserves the right to recoup payments through current and subsequent payments to the Provider.

- E. DHS is not obligated to pay any bills received more than thirty (30) calendar days after the expiration of the Voucher unless the DBHS CFO grants a written waiver before the authorization expires. DHS is not liable for untimely billing.
- F. DHS shall notify Providers when a client becomes ineligible for the continued payment. Notice shall be provided via the VMS within one working day of the determination.

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.

Section VI: Cancellation of the Agreement

- A. This Agreement is not transferable, and automatically terminates without DHS action if the ownership or fifty percent (50%) or more of the ownership interest in the facility is transferred to a new owner, if the facility closes, if the facility relocates, or if the provider's employer identification number changes.

The Provider may change its Taxpayer identification Number (TIN) from a social security number to an Employer Identification Number (EIN) issued by the IRS by submitting a vendor maintenance form, a new W-9 and letter requesting the change to the address listed on the signature page. Any change in TIN must be accompanied by written verification from the IRS. All authorizations written under the old TIN will be automatically cancelled and de-obligated when the TIN is changed, regardless of the reason for changing the TIN.

Providers changing their existing EIN to a new EIN must obtain a new ATR certification and submit a new DHS-____ agreement packet, vendor maintenance form and new W-9. All authorizations written under the old TIN will be automatically cancelled and de-obligated when the EIN is changed, regardless of the reason for changing the EIN.

- B. Either party may cancel this Agreement unilaterally, at any time, by giving the other party thirty (30) calendar days written notice, and delivery notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. If the Provider is the party canceling the Agreement, such notification must be sent to the Director of the Office on Alcohol and Drug Abuse Prevention, Division of Behavioral Health Services.
- C. DHS may cancel this Agreement pursuant to DHS Policy 1088, by giving the other party ten (10) calendar days written notice, and delivering the notice of cancellation either in person by certified mail, return receipts requested, restricted delivery. (DHS Policy 1088 refers to the Exclusion of any provider/vendor by and Division of DHS.) This exclusion to participate includes immediate family, (blood relative, by marriage, etc.) for anyone affiliated with your facility (sharing common ownership, board members, or any other interest).
- D. If DHS determines there is immediate jeopardy to the health and safety of individuals receiving services from the provider, DHS may cancel the Agreement immediately upon notice to the Provider.
- E. DHS may cancel this Agreement at any time for cause if it has reason to believe the Provider has not fully performed all its responsibilities in accordance with this Agreement with ten (10) calendar days written notice.
- F. Any written notice from the Department to the Provider canceling this Agreement shall specify the reason for cancellation.

Section VII: Administrative Appeal Procedure

- A. The Provider may appeal any adverse action taken by DHS (including audit, billing, payment, termination, etc.) by filing a written notice of appeal within thirty (30) days from the provider’s receipt of DHS notification in accordance with DHS Administrative Appeal/Hearing Procedures. A copy of the appeal procedures will be provided by DHS upon request.
- B. The Provider agrees to notify the Division of Behavioral Health Services of any legal controversies with any local, state or federal governmental agency including other agencies within DHS.

Section VIII: Certification and Signature

By signature below, I request to participate in the Arkansas ATR Program and certify that all documentation presented is true and correct. I understand and accept all the assurances and responsibilities outlined in this Agreement. I further attest that I am either the owner of this facility or I am authorized by the Board of Directors or other governing authority to sign this document on behalf of the Provider. I will notify the Division of Behavioral Health Services of any changes in the documentation I have presented. (All Incorporated Providers must attach the name and address of the registered agent and a list of current Board Members with titles, addresses and term limits and a copy of the minutes designating the name of the individual authorized to sign the Agreement.)

| | |
|--|-------|
| | |
| Signature of Owner or Authorized Representative | Date |
| | |
| Type or Print Name | Title |
| <p>THE FOLLOWING INFORMATION IS REQUESTED IN FULFILLMENT OF THE ARKANSAS MINORITY PROCUREMENT OUTREACH INITIATIVE AND WILL IN NO WAY AFFECT THE STATUS OF YOUR ARKANSAS ATR Voucher Agreement:</p> <p>Is this a minority owned provider?</p> | |

If you have questions or need assistance, contact the Finance Unit at 501-686-9168. The original copy of this agreement must be returned to the address below:

Arkansas Department of Human Services
 Division of Behavioral Health Services
 4800 West 7th
 Little Rock, AR 72205

DHS is in compliance with Titles VI and VII of the Civil Rights Act.
 Alternate formats (large print, audio tape, etc.) will be provided upon request.

DHS USE ONLY

DBHS Chief Fiscal Officer or Designee _____ Date _____

ATR Finance Officer: _____ Date _____

