

[County]
Provider and Program Participation Agreement

THIS AGREEMENT (the “Agreement”), entered into this _____ day of _____, 2003, is by and between **[County]** and _____ (“Provider”).

The statements and intentions of the parties, to this Agreement, are as follows:

[County] is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Mental health services are funded by [County] and Administered by the Central Point of Coordination within the scope and according to the criteria of the County Management Plan. [County] is interested in contracting with Provider to purchase Covered Services for the benefit of [County] Individuals.

Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health, mental retardation and/or developmental disability services and is interested in contracting with [County] to provide Covered Services for the benefit of [County] Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between [County] and Provider as follows:

SECTION 1
Definitions

Assignment: The act of transferring to another all or part of one’s property interest or rights.

Central Point of Coordination: Administrator of the County Management Plan as approved by the director of the Department of Human Services.

Co-payment: The amounts which may be charged to [County] Individual at the time services are rendered.

[County] Individual: A person who is eligible and authorized to receive funding as defined in the County Management Plan as approved by the Director of Human Services.

County Management Plan: [County’s] plan, developed pursuant to Iowa Code Supplement section 331.439, for providing an array of cost-effective individualized services and supports which assist [County] Individuals be as independent, productive and integrated into the community as possible within the constraints of the services fund.

Covered Services: Services enumerated in the County Management Plan as approved by the Director of Human Services.

Individual Authorization: An individual authorization is standard form, signed by an individual, to allow disclosure of their personal health information. The form must include the specific personal health information to be disclosed, who is to receive the information, and when the authorization expires. The individual may revoke the authorization at any time.

Protected Health Information: Individually identifiable health information that is transmitted by or maintained in electronic media or transmitted by or maintained in any other form or medium. .

Subcontract: The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

SECTION 2 **Duties of Provider**

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each [County] Individual who is authorized by the Central Point of Coordination to receive such services to the extent designated in Attachment A, Service Definitions and Rates. Such services shall be rendered in compliance with applicable laws and regulations and the County Management Plan. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal, State and local laws and regulations and the County Management Plan, and (b) protects the confidentiality of the [County] Individual's protected health information.

Section 2.2 Compliance with the County Management Plan. Provider and its staff shall be bound by and provide Covered Services in compliance with the County Management Plan. Failure to comply with the County Management Plan may result in sanctions, including, but not limited to, the loss of reimbursement and/or termination of the Agreement.

Section 2.3 Authorization and Notification Requirements. All Covered Services provided to [County] Individuals by Provider must be authorized by the Central Point of Coordination prior to or at the time of rendering services or in accordance with the County Management Plan. The County Management Plan shall not diminish Provider's obligation to render Covered Services consistent with the applicable standard of care.

Section 2.4 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow [County] access to books and records, for purposes of appeals, utilization, quality assurance review, grievance, claims payment review, individual medical records review or financial audits, during the term of this

contract and seven (7) years following its termination. Provider shall provide records or copies of records at a cost of twenty-five cents (\$.25) a page.

Section 2.5 Cost Reports. Provider shall submit an annual cost report to [County] on forms attached as Attachment B Cost Report Form. The annual cost report shall be filled out pursuant to instructions attached as Attachment C Cost Report Form Instructions. The annual cost report of the previous fiscal year shall be submitted within 90 days of the end of the Provider's fiscal year for each year this Agreement is in effect. Failure to submit a completed annual cost report in a timely manner may be cause for termination of this Agreement. *(This is one suggestion. Additional suggestions of the CRIS Board include: a monetary fine for each day the report is late as well as nonpayment until the report is submitted. Each county should adopt a policy that fits their needs.)*

SECTION 3 **Claims Submission and Payment**

Section 3.1 Claims Submission. Provider agrees to submit all claims for reimbursement in accordance with the County Management Plan.

Section 3.2 Claims Payment. [County] will pay claims in accordance with the County Management Plan.

Section 3.3 Compensation to Provider. Provider agrees to accept payment from [County] for Covered Services provided to [County] Individuals under this Agreement as payment in full, less any Co-payment or other amount due from [County] Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

SECTION 4 **Relationship Between the Parties**

Section 4.1 Relationship Between [County] and Provider. The relationship between [County] and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

SECTION 5 **Hold Harmless, Indemnification and Liability Insurance**

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify [County] against any and all claims, liability, damages or judgments asserted against, imposed or incurred by [County] that arise out of acts or

omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 [County] Hold Harmless and Indemnification. [County] shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of [County] or [County] employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, professional liability insurance and comprehensive general or umbrella liability insurance. Evidence of insurance shall be provided at the time of execution of this Agreement and may be provided in the form of a certificate of insurance.

SECTION 6 **Laws and Regulations**

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws.

Section 6.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any otherwise qualified individual based on sex, race, color, age, religion, national origin or disability. Provider agrees to ensure mental health and developmental disabilities services are rendered to [County] Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.3 Equal Opportunity Employer. [County] is an equal employment opportunity employer. [County] supports a policy prohibiting discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with [County's] Equal Employment Policy as expressed herein.

Section 6.4 Confidentiality of Records. [County] and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to [County] Individuals under this Agreement in accordance with any applicable laws and regulations including the Health Information Portability and Accountability Act (HIPAA) of 1996. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from [County] about Individuals, it is fully bound by federal and state laws and regulations, including HIPAA, governing the confidentiality of medical records and

mental health records. Relevant confidentiality requirements include, but are not limited to:

- (A) Disclosures to third Parties: Provider shall obtain reasonable written assurances from any third party, including subcontractors or agents, to whom protected health information will be disclosed. The written statements shall assure that (1) protected health information will be held confidentially and used or further disclosed only as required and permitted under either state law or the HIPAA Privacy Provisions; (2) the third party agrees to be governed by the same restrictions and conditions contained in this Agreement, and (3) the third party will notify Provider of any instance in which confidentiality of protected health information has been breached.
- (B) Accounting of Disclosures: Provider shall maintain an accounting of all disclosure of protected health information not expressly authorized in this Agreement or that does not relate to treatment, payment operation, or a signed, written authorization. The accounting shall include the date of the disclosure, name and address of the individual or entity which is the recipient of the disclosure, a brief description of the protected health information disclosed and the purpose of the disclosure.

Section 6.5 Individual Authorizations. [County] shall notify Provider of any changes in, or withdrawal of, the individual authorizations provided to [County]. Provider shall notify [County] of any changes in, or withdrawal of, the individual authorizations provided to Provider.

Section 6.6 Restrictions. [County] shall notify Provider, in a timely, written manner of any restrictions to the use or disclosure of protected health information agreed to by [County].

Section 6.7 Security Measures. Provider shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of or from [County]. Provider shall ensure that any agent, including a subcontractor to whom it provides electronic protected health information, agrees to implement reasonable and appropriate safeguards to protect it.

SECTION 7

Term and Termination

Section 7.1 Term. The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, and shall automatically renew on a year to year basis on the same terms and conditions, unless terminated earlier by either party in accordance with this Agreement. This contract shall be reviewed every three (3) years unless terminated earlier by either party in accordance with this Agreement.

Section 7.2 Nonrenewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

Section 7.3 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.4 Termination With Cause by [County]. [County] shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy filing by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to [County] upon the occurrence of [County's] material breach of any of the terms or obligations of this Agreement.

Section 7.6 Information to [County] Individuals. Provider acknowledges the right of [County] to inform [County] Individuals of Provider's termination and agrees to cooperate with [County] in deciding on the form of such notification.

Section 7.7 Continuation of Services After Termination. Upon request by [County], Provider shall continue to render Covered Services in accordance with this Agreement until [County] has transferred [County] Individuals to another provider or until such [County] Individual is discharged.

Section 7.8 Notices to [County]. Any notice, request, demand, waiver, consent, approval or other communication to [County] which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Attention: _____

Section 7.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in

writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Attention: _____

SECTION 8 **Amendments**

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, [County] may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to [County] within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 8.2 Regulatory Amendment. [County] may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

Section 8.3 County Management Plan Amendment. [County] may also amend this Agreement to comply with changes in the County Management Plan and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 9 **Other Terms and Conditions**

Section 9.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to [County] Individuals. [County] reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 9.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of [County].

Section 9.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to [County].

Section 9.4 Entire Agreement. This Agreement and its attachments constitute the entire agreement between [County] and Provider, and supersede or replace any prior agreements between [County] and Provider relating to its subject matter.

Section 9.5 Rights of Provider and [County]. Provider agrees that [County] may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and [County] shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

This Agreement has been executed by the parties hereto, through their duly authorized officials.

[COUNTY]:

PROVIDER:

By: _____
By: _____

Print Name: _____
Name: _____

Print

Print Title: _____
Title: _____

Print

Date: _____
Date: _____

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES**

Service Description	Unit of Service* H = Hourly D = Daily ½ = ½ Day M = Monthly	Rate

Service Description	Unit of Service* H = Hourly D = Daily ½ = ½ Day M = Monthly	Rate

***NOTES:**

- An hourly billable unit for assertive community treatment, community support program/services, employment services and intensive psychiatric rehabilitation is defined as services provided for or on behalf of the (County) Individual through either face-to-face or phone contact with the (County) Individual or the (County) Individual's collaterals. These units shall be rounded to the nearest quarter hour with a minimum of a quarter hour billed for each contact.
- An hourly billable unit for treatment and therapy, adult residential services, activity services, adult day treatment and respite is defined as a

face-to-face contact with the (County) Individual. These units shall be rounded to the nearest quarter hour with a minimum of a quarter hour to be billed for each contact.

- A billable unit for work activity and employment services shall exclude (County) Individual sick and vacation days.
- Billable units for daily residential providers include day of admission and exclude day of discharge as a unit of service.
- Services shall not be billed for missed appointments.
- For overnight absence from a licensed residential care facility due to visitation or vacation, payment for up to _____ days per year shall be granted. For absence from a licensed residential care facility due to hospitalization, payment for up to _____ days in any calendar month shall be granted. Claims submitted for reimbursement when the individual is absent overnight shall be so identified.

This Attachment has been executed by the parties hereto, through their duly authorized officials.

[COUNTY]:

PROVIDER:

By: _____
By: _____

Print Name: _____
Name: _____

Print

Print Title: _____
Title: _____

Print

Date: _____
Date: _____