

RESIDENTIAL SUBSTANCE USE TREATMENT PROVIDER AGREEMENT

The Department of Social and Health Services (the department) provides substance use treatment to people who self-identified American Indian and Alaskan Native as part of their Medicaid enrollment.

The department reimburses enrolled providers for covered residential substance use disorder treatment services provide to the eligible clients. To be eligible for enrollment, a provider must:

- a. Complete the attached enrollment application;
- b. Be an eligible provider and meet the conditions contained in WAC 388-877 & WAC 388-877B;
- c. Complete and sign a debarment form; and
- d. Meet all the applicable state and/or federal licensure requirements to assure the department of his/her qualifications to perform services under this Agreement.

A provider will be considered a participating provider once the above requirements have been met and the provider bills and accepts payment from the department.

By applying to be a participating provider, the Provider agrees to the following:

1. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County, Washington.
2. **License.** The Provider shall be licensed, certified, or registered as required by State and/or Federal law. The Provider will notify the Department within seven (7) days of learning of any adverse action initiated against the license, certification, or registration of the Provider or any of its officers, agents, or employees.
3. **TARGET.** The Provider shall enter the following data into the DSHS TARGET system:
 - a. GAIN-SS scores and quadrant placement during the assessment process and on discharge.
 - b. Collect patient information, as required on the DBHR TARGET Data Elements Waiting List-First Contact form, DSHS Form #04-444.
 - c. Enter the "Date of First Contact" into TARGET, at least every (7) days, by collecting data at the time the patient first contacts the agency to request services and is given a specific date for when services will begin.
 - d. **TARGET2000** Access and Security Requirements.
 - i. A TARGET User ID is assigned to an individual employee and not to the Agency as a whole;
 - ii. Computers that access TARGET shall be located in secure areas away from general public viewing and traffic.
 - iii. Notify TARGET Helpdesk within three (3) business days regarding a staff member who holds a User ID for access to TARGET who resigns or is terminated.
 - iv. Enter all new information into TARGET on or before the 10th day of the each month
4. **Billing and Payment.**
 - a. The Provider will bill for residential Services provided to eligible clients as described above using a State Form A-19 Invoice Voucher (which will be provided by DSHS). DSHS shall pay the Provider in accordance with the reimbursement schedule posted at: <https://www.dshs.wa.gov/bha/division-behavioral-health-and-recovery/contractors-and-providers>
 - b. Claims for services rendered to eligible clients in accordance with rules and billing instructions in effect at the time the service is rendered shall be sent via email to: CDAccounting@dshs.wa.gov
 - c. The Provider shall bill no more than monthly with all invoices submitted within ninety (90) days of the date of service.
 - d. The Provider will accept as sole and complete remuneration the amount paid in accordance with the reimbursement rate for services covered under the program. In no event shall the department be

- responsible, either directly or indirectly, to any subcontractor or any other party that may provide services.
- e. The Provider will be held to all the terms of this Agreement even though a third party may be involved in billing claims to the department.
5. **Disclosure.** The Provider agrees to submit full and complete disclosure on the enrollment application the following:
- a. Ownership and control information as required by 42 Code of Federal Regulations, parts 455.100 through 455.106;
 - b. Identity of any person who has ownership or control interests in the Provider, or is an agent or managing employee of the Provider who has been convicted of any felony and/or convicted of a criminal offense (felony or misdemeanor) relating to program crimes as required by 42 Code of Federal Regulations, part 455.106; and
 - c. Any denial, termination, or lack of professional liability coverage, or any change in professional liability coverage, including restrictions, modifications, or discontinuing coverage.
 - d. At any time during the course of this Agreement, the Provider agrees to notify the department of any material and/or substantial changes in information contained on the enrollment application given to the department by the Provider. This notification must be made in writing within thirty (30) days of the event triggering the reporting obligation. Material and/or substantial changes include, but are not limited to changes in:
 - i. Ownership;
 - ii. Licensure;
 - iii. Federal tax identification number;
 - iv. Any change in address or telephone number.
6. **Inspection; Maintenance of Records.** For six (6) years from the date of services, or longer if required specifically by law, the Provider shall:
- a. Keep complete and accurate records that fully justify and disclose the extent of the services or items furnished and claims submitted to the department.
 - b. The Provider shall make available upon request appropriate documentation, including client records, supporting material, and any information regarding payments claimed by the Provider, for review by the professional staff within the department or auditors from any appropriate state or federal auditors. The Provider understands that failure to submit or failure to retain adequate documentation for services billed to the department may result in recovery of payments for services not adequately documented, and may result in the termination or suspension of the Provider from participation in this program.
7. **Audit or Investigation.** Audits or investigation may be conducted to determine compliance with the rules and regulations of the program. If an audit or investigation is initiated, the Provider shall retain all original records and **supportive** materials until the audit is completed and all issues are resolved even if the period of retention extends beyond the required 6 year period.
8. **Termination.** The department shall deny, suspend, or terminate the Provider's enrollment for cause according to applicable WAC. Either the department or the Provider may terminate this agreement for convenience at any time upon 30 days written notification to the other. In the event that funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, the department may terminate this Agreement. If this Agreement is terminated for any reason, the Department shall pay only for services authorized and provided through the date of termination.
9. **Advance Directives.** Hospitals, nursing facilities, providers of home health care and personal care services, hospices and HMO's must comply with the advance directive requirements as required by 42 Code of Federal Regulations, parts 489, subpart 1, and 417.436.
10. **Provider Not Employee Or Agent.** The Provider or its directors, officers, partners, employees and agents are not employees or agents of the department.

11. **Assignment.** The Provider may not assign this Agreement, or any rights or obligations contained in this Agreement, to a third party without the written consent of the department.
12. **Confidentiality.** The Provider may use Personal Information and other information gained by reason of this Agreement only for the purpose of this Agreement. The Provider shall not disclose, transfer, or sell any such information to any party, except as provided by law.
13. **Indemnification and Hold Harmless.** The Provider shall be responsible for and shall indemnify and hold the department harmless from all liability resulting from the acts or omissions of the Provider or any subcontractor.
14. **Severability.** The provisions of the Agreement are severable. If any provision of the Agreement is held invalid by any court, that invalidity shall not affect the other provisions of this Agreement and the invalid provision shall be considered modified to conform to existing law.
15. **Certification.** This is to certify that the information provided in support of this agreement is true and accurate; and I completely understand that any falsification or concealment of a material fact may be prosecuted under Federal and State Laws. Willful misstatement of any material fact in the enrollment application may result in criminal prosecution. I acknowledge that this is being signed under the penalties of perjury and understand that the department is relying on the accuracy of the information I have presented. I agree to abide by the terms of this Agreement including all applicable federal and state statutes, rules, and policies.

SIGNATURE OF PROVIDER OR OWNER/MANAGER	TITLE	DATE
If provider is a legal entity other than a person, the person signing the provider agreement on behalf of the Provider warrants that he/she has legal authority to bind Provider.		
FULL NAME (PRINTED)		PROVIDER SPECIALTY

Mail completed Enrollment Application and Debarment Form to:

DSHS/BHA Contracts
 PO Box 45525
 Olympia, WA 98504-5525

 OR email scanned copies to:
DBHRContracts@DSHS.WA.GOV