

**STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF BEHAVIORAL HEALTH**

AMENDMENT # 2

Contract # **15-0851-301**

Service PO # 15SC08B301

Vendor # 12030341

Behavior Management Systems
350 Elk Street
Rapid City, SD 57701

Referred to as Provider

State of South Dakota
Department of Social Services
DIVISION OF BEHAVIORAL HEALTH
700 Governors Drive
Pierre SD 57501-2290

Referred to as State

1. This agreement is amended between the Provider and the State effective for services provided on or after June 1, 2014 to change the following and shall be attached to the original Purchase of Service contract. All other terms and conditions of this contract remain unchanged.

2. Page1, Section 3 is changed from:
 - B. The Provider agrees to perform the following services:
 1. SMI Consumer Group is authorized at \$1,072,210.00 limited to:
 - a. CARE Program
 - b. Outpatient Services (Psychiatric & CNP/PA only)
 - c. Room and Board
 2. SED Consumer Group is authorized at \$255,095.00 limited to:
 - a. Outpatient Services (Psychiatric & CNP/PA only)
 - b. SED Children's Mental Health Services
 3. IFS Mental Health Service is authorized at \$18,388.00 limited to:
 - a. Intensive Family Services
 4. Outpatient Service is authorized at \$387,801.00
 5. Emergency Service is authorized at \$131,156.00
 6. CSSP Service is authorized at \$259,976.00
 7. Consultation & Education is authorized at \$4,000.00
 - C. The TOTAL AMOUNT of this agreement will not exceed \$2,128,626.00.

to read:

- B. The Provider agrees to perform the following services:
 - 1. SMI Consumer Group is authorized at \$1,072,210.00 limited to:
 - a. CARE Program
 - b. Outpatient Services (Psychiatric & CNP/PA only)
 - c. Room and Board
 - 2. SED Consumer Group is authorized at \$275,095.00 limited to:
 - a. Outpatient Services (Psychiatric & CNP/PA only)
 - b. SED Children's Mental Health Services
 - 3. IFS Mental Health Service is authorized at \$18,388.00 limited to:
 - a. Intensive Family Services
 - 4. Outpatient Service is authorized at \$387,801.00
 - 5. Emergency Service is authorized at \$131,156.00
 - 6. CSSP Service is authorized at \$259,976.00
 - 7. Consultation & Education is authorized at \$4,000.00
- C. The TOTAL AMOUNT of this agreement will not exceed \$2,148,626.00.

3. AUTHORIZED SIGNATURES: In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Provider Signature <i>Alan John, CEO</i>	Date <i>6/2/15</i>
State- DSS Division Director <i>Tiffany Wolfgang</i>	Date <i>5-27-15</i>
State - DSS Deputy Secretary <i>Brenda Tidball-Zellinger</i>	Date <i>5/29/15</i>

State Agency Coding is changed from:

CFDA# _____ 93.958 _____

SMI CARE

Company	1000	2004	2004	_____
Account	520601000	520601003	520601004	_____
Center Req	0851051	0851051	0851051	_____
Center User		123	123	_____
Dollar Total	\$964,366.00	\$6,014.00	\$29,365.00	_____

ROOM/BOARD

Company	1000	_____	_____	_____
Account	520601000	_____	_____	_____
Center Req	0851053	_____	_____	_____
Center User	00210	_____	_____	_____
Dollar Total	\$72,465.00	_____	_____	_____

SED/CYF

Company	1000	2004	2004	_____
Account	520601000	520601003	520601004	_____
Center Req	0851041	0851041	0851041	_____
Center User		123	123	_____
Dollar Total	\$127,117.00	\$21,756.00	\$106,222.00	_____

IFS

Company	1000			
Account	520601000			
Center Req	0851070			
Center User				
Dollar Total	\$18,388.00			

OUTPATIENT

Company	1000			
Account	520601000			
Center Req	0851053			
Center User				
Dollar Total	\$387,801.00			

EMERGENCY

Company	1000			
Account	520601000			
Center Req	0851010			
Center User				
Dollar Total	\$131,156.00			

CSSP/IMPACT

Company	1000			
Account	520601000			
Center Req	0851081			
Center User				
Dollar Total	\$259,976.00			

CONSULT/ED

Company	1000			
Account	520601000			
Center Req	0851001			
Center User				
Dollar Total	\$4,000.00			

To read:

CFDA#		93,958		
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SMI CARE

Company	1000	2004	2004	
Account	520601000	520601003	520601004	
Center Req	0851051	0851051	0851051	
Center User		123	123	
Dollar Total	\$964,366.00	\$6,014.00	\$29,365.00	

ROOM/BOARD

Company	1000			
Account	520601000			
Center Req	0851053			
Center User	00210			
Dollar Total	\$72,465.00			

SED/CYF

Company	1000	2004	2004	
Account	520601000	520601003	520601004	
Center Req	0851041	0851041	0851041	
Center User		123	123	
Dollar Total	\$147,117.00	\$21,756.00	\$106,222.00	

IFS

Company	1000			
Account	520601000			
Center Req	0851070			
Center User				
Dollar Total	\$18,388.00			

OUTPATIENT

Company	1000			
Account	520601000			
Center Req	0851053			
Center User				
Dollar Total	\$387,801.00			

EMERGENCY

Company	1000			
Account	520601000			
Center Req	0851010			
Center User				
Dollar Total	\$131,156.00			

CSSP/IMPACT

Company	1000			
Account	520601000			
Center Req	0851081			
Center User				
Dollar Total	\$259,976.00			

CONSULT/ED

Company	1000			
Account	520601000			
Center Req	0851001			
Center User				
Dollar Total	\$4,000.00			

**STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF BEHAVIORAL HEALTH**

AMENDMENT # 1

Contract # **15-0851-301**

Service PO # 15SC08B301

Vendor # 12030341

Behavior Management Systems
350 Elk Street
Rapid City, SD 57701

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State of South Dakota
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DIVISION OF BEHAVIORAL HEALTH
700 Governors Drive
Pierre SD 57501-2290

Referred to as State

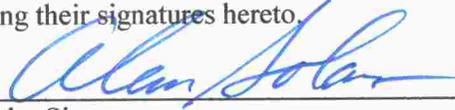
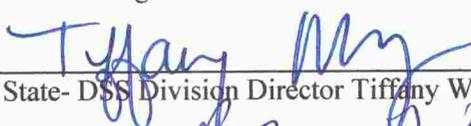
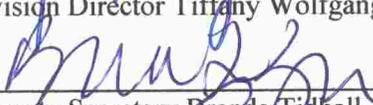
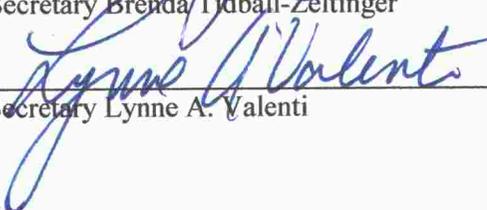
1. This agreement is amended between the Provider and the State effective for services provided on or after June 1, 2014 to change the following and shall be attached to the original Purchase of Service contract. All other terms and conditions of this contract remain unchanged.

2. Page1, Section 3 is changed from:
 - B. The Provider agrees to perform the following services:
 1. SMI Consumer Group is authorized at \$1,190,210.00 limited to:
 - a. CARE Program
 - b. Outpatient Services (Psychiatric & CNP/PA only)
 - c. Room and Board
 2. SED Consumer Group is authorized at \$330,095.00 limited to:
 - a. Outpatient Services (Psychiatric & CNP/PA only)
 - b. SED Children's Mental Health Services
 3. IFS Mental Health Service is authorized at \$18,388.00 limited to:
 - a. Intensive Family Services
 4. Outpatient Service is authorized at \$115,801.00
 5. Emergency Service is authorized at \$74,946.00
 6. CSSP Service is authorized at \$259,976.00
 7. Consultation & Education is authorized at \$4,000.00
 - C. The TOTAL AMOUNT of this agreement will not exceed \$1,993,416.00.

to read:

- B. The Provider agrees to perform the following services:
 - 1. SMI Consumer Group is authorized at \$1,072,210.00 limited to:
 - a. CARE Program
 - b. Outpatient Services (Psychiatric & CNP/PA only)
 - c. Room and Board
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 - 6. CSSP Service is authorized at \$259,976.00
 - 7. Consultation & Education is authorized at \$4,000.00
- C. The TOTAL AMOUNT of this agreement will not exceed \$2,128,626.00.

3. AUTHORIZED SIGNATURES: In witness hereto, the parties signify their agreement by affixing their signatures hereto.

	<u>4/4/15</u>
Provider Signature	Date
	<u>3-25-15</u>
State- DSS Division Director Tiffany Wolfgang	Date
	<u>3/30/15</u>
State - DSS Deputy Secretary Brenda Tidball-Zelinger	Date
	<u>3/31/15</u>
State - DSS Cabinet Secretary Lynne A. Valenti	Date

State Agency Coding:

CFDA#	93.958			
SMI CARE				
Company	1000	2004	2004	
Account	520601000	520601003	520601004	
Center Req	0851051	0851051	0851051	
Center User		123	123	
Dollar Total	\$1,082,366.00	\$6,014.00	\$29,365.00	
ROOM/BOARD				
Company	1000			
Account	520601000			
Center Req	0851053			
Center User	00210			
Dollar Total	\$72,465.00			
SED/CYF				
Company	1000	2004	2004	
Account	520601000	520601003	520601004	
Center Req	0851041	0851041	0851041	
Center User		123	123	
Dollar Total	\$202,117.00	\$21,756.00	\$106,222.00	

IFS

Company	<u>1000</u>	<u> </u>	<u> </u>	<u> </u>
Account	<u>520601000</u>	<u> </u>	<u> </u>	<u> </u>
Center Req	<u>0851070</u>	<u> </u>	<u> </u>	<u> </u>
Center User	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Dollar Total	<u>\$18,388.00</u>	<u> </u>	<u> </u>	<u> </u>

OUTPATIENT

Company	<u>1000</u>	<u> </u>	<u> </u>	<u> </u>
Account	<u>520601000</u>	<u> </u>	<u> </u>	<u> </u>
Center Req	<u>0851053</u>	<u> </u>	<u> </u>	<u> </u>
Center User	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Dollar Total	<u>\$115,801.00</u>	<u> </u>	<u> </u>	<u> </u>

EMERGENCY

Company	<u>1000</u>	<u> </u>	<u> </u>	<u> </u>
Account	<u>520601000</u>	<u> </u>	<u> </u>	<u> </u>
Center Req	<u>0851010</u>	<u> </u>	<u> </u>	<u> </u>
Center User	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Dollar Total	<u>\$74,946.00</u>	<u> </u>	<u> </u>	<u> </u>

CSSP/IMPACT

Company	<u>1000</u>	<u> </u>	<u> </u>	<u> </u>
Account	<u>520601000</u>	<u> </u>	<u> </u>	<u> </u>
Center Req	<u>0851081</u>	<u> </u>	<u> </u>	<u> </u>
Center User	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Dollar Total	<u>\$259,976.00</u>	<u> </u>	<u> </u>	<u> </u>

CONSULT/ED

Company	<u>1000</u>	<u> </u>	<u> </u>	<u> </u>
Account	<u>520601000</u>	<u> </u>	<u> </u>	<u> </u>
Center Req	<u>0851001</u>	<u> </u>	<u> </u>	<u> </u>
Center User	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Dollar Total	<u>\$4,000.00</u>	<u> </u>	<u> </u>	<u> </u>

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Center User	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Dollar Total	<u>\$259,976.00</u>	<u> </u>	<u> </u>	<u> </u>

CONSULT/ED

Company	<u>1000</u>	<u> </u>	<u> </u>	<u> </u>
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Center Req	<u>0851001</u>	<u> </u>	<u> </u>	<u> </u>
Center User	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Dollar Total	<u>\$4,000.00</u>	<u> </u>	<u> </u>	<u> </u>

RECEIVED

APR 13 2015

Division of
Community Behavioral Health

RECEIVED

APR 13 2015

DSS - Accounting &
Financial Reporting

STARS # 0851-000-301-15

**STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF BEHAVIORAL HEALTH**

**Purchase of Services Agreement
Between**

Behavior Management Systems
350 Elk Street
Rapid City, SD 57701

State of South Dakota
Department of Social Services
DIVISION OF BEHAVIORAL HEALTH
700 Governors Drive
Pierre, SD 57501-2291

Referred to as Provider

Referred to as State

The State hereby enters into a vendor-type contractual agreement for procurement of goods or services. While performing services hereunder, Provider is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

1. PROVIDER'S South Dakota Vendor Number is **12030341**.
2. PERIOD OF PERFORMANCE:
 - A. This agreement shall be effective as of June 1, 2014 and shall end on May 31, 2015, unless sooner terminated pursuant to the terms hereof.
 - B. Agreement is exempt from the request for proposal process. _____
3. PROVISIONS (add an attachment if needed) :
 - A. The Purpose of this agreement is to:
 1. Refer to Attachments 1-3; 5-7; 9-11 for individual services being provided.
 2. This agreement will involve Protected Health Information (PHI).
If PHI is involved, a Business Associate Agreement (Exhibit A) is attached and fully incorporated herein as part of the agreement.
 - B. The Provider agrees to perform the following services:
 1. SMI Consumer Group is authorized at \$1,190,210.00 limited to:
 - a. CARE Program
 - b. Outpatient Services (Psychiatric & CNP/PA only)
 - c. Room and Board
 2. SED Consumer Group is authorized at \$330,095.00 limited to:
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 - a. Intensive Family Services
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 5. Emergency Service is authorized at \$74,946.00
 6. CSSP Service is authorized at \$259,976.00

7. Consultation & Education is authorized at \$4,000.00

C. The TOTAL AMOUNT of this agreement will not exceed \$1,993,416.00.
Payment will be in accordance with SDCL 5-26.

4. BILLING:

Provider agrees to prepare and submit a bill for services within 30 days following the end of the month in which services were provided. If the provider cannot submit a bill within the 30-day timeframe, a written request for an extension of time must be provided to the State. If a bill has not been received by the State, the State reserves the right to refuse payment.

An exception to this is when a provider is waiting for program/funding eligibility determination and billing cannot be made within 30 days. Valid adjustments and/or voiding of claims can continue to occur past the 30-day timeframe.

5. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding Department of Social Services' rules, regulations and policies to the Provider and to assist in the correction of problem areas identified by the State's monitoring activities.

6. LICENSING AND STANDARD COMPLIANCE:

The Provider agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Provider's failure to ensure the safety of all individuals served is assumed entirely by the Provider.

7. ASSURANCE REQUIREMENTS:

The Provider agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Debarment and Suspension, Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Charitable Choice Provisions and Regulations, and American Recovery and Reinvestment Act of 2009 as applicable.

8. RETENTION AND INSPECTION OF RECORDS:

The Provider agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Provider shall retain such records for six years following termination of the agreement. If such records are under pending audit, the Provider agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement. State Proprietary Information retained in Provider's secondary and backup systems will remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Provider's established record retention policies.

All payments to the Provider by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this agreement shall be returned to the State within thirty days after written notification to the Provider.

9. WORK PRODUCT:

Provider hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, State Proprietary Information, State Data, End User Data, Personal Health Information, and all information contained therein provided to the State by the Provider in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Provider without the written consent of the State.

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Provider agrees to return all information received from the State to State's custody upon the end of the term of this contract, unless otherwise agreed in a writing signed by both parties.

10. COST REPORTING REQUIREMENTS :

The provider agrees to submit a cost report in the format required by the State, and is due four months following the end of the provider's fiscal year.

or

No reporting is required.

11. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by the State for cause at any time, with or without notice. On termination of this agreement all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

12. FUNDING:

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

13. AMENDMENTS:

This agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

14. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

15. SUPERSESION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire Agreement with respect to the subject matter hereof.

16. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17. IT STANDARDS:

Provider warrants that the software and hardware developed or purchased for the state will be in compliance with the BIT Standards including but not limited to the standards for security, file naming conventions, executable module names, Job Control Language, systems software, and systems software release levels, temporary work areas, executable program size, forms management, network access, tape management, hosting requirements, administrative controls, and job stream procedures prior to the installation and acceptance of the final project. BIT standards can be found at <http://bit.sd.gov/standards/>.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Provider, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. SUBCONTRACTORS:

Provider may not use subcontractors to perform the services described herein without the express prior written consent of the State. The State reserves the right to reject any person from the contract presenting insufficient skills or inappropriate behavior.

Provider will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. Provider will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors. The Provider is required to assist in this process as needed.

20. HOLD HARMLESS:

The Provider agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Provider to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

21. INSURANCE:

Before beginning work under this Agreement, Provider shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Provider, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Provider agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Provider shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

Provider shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

Provider shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

- C. Workers' Compensation Insurance:
Provider shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.
- D. Professional Liability Insurance:
Provider agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

22. CONFLICT OF INTEREST

Provider agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

23. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

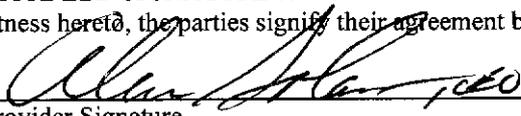
Provider certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal government or any state or local government department or agency. Provider further agrees that it will immediately notify the State if during the term of this Contract, either it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

24. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Provider by the State. Provider acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Provider shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Provider is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Provider shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Provider; (ii) was known to Provider without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Provider without the benefit or influence of the State's information; (v) becomes known to Provider without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Provider understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Provider acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this agreement require additional security requirements or clearance, the Provider will be required to undergo investigation.

25. AUTHORIZED SIGNATURES:

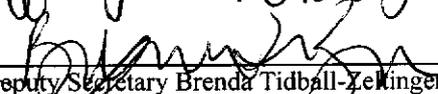
In witness hereto, the parties signify their agreement by affixing their signatures hereto.



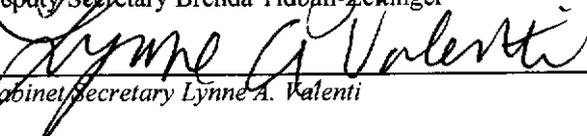
Provider Signature 5/28/14
Date



State- DSS Division Director Tiffany Wolfgang 5-14-14
Date



State - DSS Deputy Secretary Brenda Tidball-Zelinger 5/14/14
Date



State - DSS Cabinet Secretary Lynne A. Valenti 5/20/14
Date

State Agency Coding:

CFDA# 93.958

SMI CARE

Company	1000	2004	2004	
Account	520601000	520601003	520601004	
Center Req	0851051	0851051	0851051	
Center User		123	123	
Dollar Total	\$1,082,366.00	\$6,014.00	\$29,365.00	

ROOM/BOARD

Company	1000			
Account	520601000			
Center Req	0851053			
Center User	00210			
Dollar Total	\$72,465.00			

SED/CYF

Company	1000	2004	2004	
Account	520601000	520601003	520601004	
Center Req	0851041	0851041	0851041	
Center User		123	123	
Dollar Total	\$202,117.00	\$21,756.00	\$106,222.00	

IFS

Company	1000			
Account	520601000			
Center Req	0851070			
Center User				
Dollar Total	\$18,388.00			

OUTPATIENT

Company	1000			
Account	520601000			
Center Req	0851053			
Center User				
Dollar Total	\$115,801.00			

EMERGENCY

Company	1000			
Account	520601000			
Center Req	0851010			
Center User				
Dollar Total	\$74,946.00			

CSSP/IMPACT

Company	1000			
Account	520601000			
Center Req	0851081			
Center User				
Dollar Total	\$259,976.00			

CONSULT/ED

Company	1000			
Account	520601000			
Center Req	0851001			
Center User				
Dollar Total	\$4,000.00			

DSS Program Contact Person Tiffany Wolfgang
Phone 605 367-5236

DSS Fiscal Contact Person Patty Hanson
Phone 605 773-3586

Provider Program Contact Person Alan Solano
Phone 605 343-7262

Provider Program Email Address asolano@bmscares.org

Provider Fiscal Contact Person Linda Reidt-Kilber
Phone 605 343-7262

Provider Fiscal Email Address lkilber@bmscares.org

STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES

Exhibit A

Business Associate Agreement

1. **Definitions**

General definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the consultant or entity contracting with the State of South Dakota as set forth more fully in the Agreement this Business Associate Agreement is attached.
- (b) CFR. "CFR" shall mean the Code of Federal Regulations.
- (c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean South Dakota Department of Social Services.
- (d) Designated Record Set. "Designated Record Set" shall have the meaning given to such term in 45 CFR 164.501.
- (e) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. **Obligations and Activities of Business Associate**

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware within five (5) business days of receiving knowledge of such use, disclosure, breach, or security incident;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate

agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

- (e) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524. Business associate shall cooperate with covered entity to fulfill all requests by individuals for access to the individual's protected health information that are approved by covered entity. If business associate receives a request from an individual for access to protected health information, business associate shall forward such request to covered entity within ten (10) business days. Covered entity shall be solely responsible for determining the scope of protected health information and Designated Record Set with respect to each request by an individual for access to protected health information;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526. Within ten (10) business days following any such amendment or other measure, business associate shall provide written notice to covered entity confirming that business associate has made such amendments or other measures and containing any such information as may be necessary for covered entity to provide adequate notice to the individual in accordance with 45 CFR 164.526. Should business associate receive requests to amend protected health information from an individual, Business associate shall cooperate with covered entity to fulfill all requests by individuals for such amendments to the individual's protected health information that are approved by covered entity. If business associate receives a request from an individual to amend protected health information, business associate shall forward such request to covered entity within ten (10) business days. Covered entity shall be solely responsible for determining whether to amend any protected health information with respect to each request by an individual for access to protected health information;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the covered entities necessary to satisfy covered entity's obligations under 45 CFR 164.528. Business associate shall cooperate with covered entity to fulfill all requests by individuals for access to an accounting of disclosures that are approved by covered entity. If business associate receives a request from an individual for an accounting of disclosures, business associate shall immediately forward such request to covered entity. Covered entity shall be solely responsible for determining whether to release any account of disclosures;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the covered entity and / or the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited by this Agreement, Business Associate may make any uses and disclosures of Protected Health Information necessary to perform its services to Covered Entity and otherwise meet its obligations under this Agreement, if such use or disclosure would not violate the Privacy Rule if done by the covered entity. All other uses or disclosure by Business Associate not authorized by this Agreement or by specific instruction of Covered Entity are prohibited.
- (b) The business associate is authorized to use protected health information if the business associate de-identifies the information in accordance with 45 CFR 164.514(a)-(c). In order to de-identify any information, Business Associate must remove all information identifying the individual including, but not limited to, the following: names, geographic subdivisions smaller than a state, all dates related to an individual, all ages over the age of 89 (except such ages may be aggregated into a single category of age 90 or older, telephone numbers, fax numbers, electronic mail (email) addresses, medical record numbers, account numbers,

certificate/ license numbers, vehicle identifiers and serial numbers (including license plate numbers, device identifiers and serial numbers, web universal resource locators (URLs), internet protocol (IP) address number, biometric identifiers (including finger and voice prints), full face photographic images (and any comparable images), any other unique identifying number, and any other characteristic or code.

- (c) Business associate may use or disclose protected health information as required by law.
- (d) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (e) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth in (f) and (g).
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law.
- (g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- (b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- (c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

5. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of and shall terminate on the dates set forth in the primary Agreement this Business Associate Agreement is attached to or on the date the primary Agreement terminates, whichever is sooner.
- (b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement.
- (c) Obligations of Business Associate Upon Termination.
 1. Except as provided in paragraph (2) of this section, upon termination of this agreement for any reason, business associate shall return or destroy all protected health information received from, or created or received by business associate on behalf of covered entity. This provision shall apply to protected health information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 2. In the event that business associate determines that returning or destroying the protected health information is infeasible, business associate shall provide to covered entity, within ten (10) business

days, notification of the conditions that make return or destruction infeasible. Upon such determination, business associate shall extend the protections of this agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as business associate maintains such protected health information.

- (d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

6. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Department of Social Services, Division of Behavioral Health
Attachment 1- Outpatient Services

I. OVERVIEW

Outpatient services are nonresidential diagnostic and treatment services.

Community Mental Health Centers shall maintain written policies and procedures for the delivery of services per the requirements outlined in 46:20 and this attachment.

II. PRINCIPLES AND METHODS

A. Individual Therapy/Counseling

Any face-to-face contact between a client and therapist in which the therapist delivers direct therapy/counseling to assist the client in progress toward therapeutic goals.

B. Group Therapy

Any face-to-face contact between a therapist and two or more clients in which the therapist delivers therapies/counseling to multiple clients, and in which the therapist and the group seek to assist progress towards treatment goals. Group therapy progress notes relate to the group therapy process and must include each individual client's level of participation in the session and progress toward achieving individualized goals as noted on the treatment plan. A maximum of ten (10) clients are billable per group session.

C. Family Therapy

Face-to-face contact between one or more family members and the therapist in which the therapist delivers direct therapy relating to the identified client's therapeutic goals. This service shall be billed under one identified family member only.

D. Medication Evaluation and Monitoring by a Physician, Psychiatrist, Certified Nurse Practitioner or Physician's Assistant

Any contact with the primary purpose of prescribing or reviewing a client's use of pharmaceuticals. May be delivered by a physician, psychiatrist, CNP, or PA under the supervision of a psychiatrist or physician. Administration of medication is not a billable service. Services provided by an RN or LPN are not billable.

E. Screening/Evaluation/Examination/Interpretation

Contact where the primary purpose is to develop information regarding a person's emotional state, and social history for use in formulating goals. May be performed for the purpose of assisting other agencies with case disposition. Screening and evaluation includes psychosocial, psychological, and psychiatric examinations for diagnosis and treatment recommendations. Screening of individuals for admission to the Human Services Center and other inpatient facilities is also included.

F. Collateral Contacts

Treatment of a client through necessary telephone or personal contact with a person other than the client to obtain information necessary to plan appropriate treatment or to assist others so they can respond therapeutically regarding a client's problem. May be provided only in conjunction with screening, evaluation, examination, interpretation, individual therapy, family therapy, group therapy, or medication evaluation and monitoring.

G. Co-occurring Capable Services

Within any of the above services, co-occurring issues that are identified with the client should be documented and addressed as appropriate within treatment. This may include assessing the client's

readiness for change co-occurring issues, helping clients who do not yet wish to change their substance use to openly discuss and think about how their choices and decisions regarding substance use help them to achieve their recovery goals, providing integrated education and skill based treatment of co-occurring issues in the context of addressing the client's mental health issues, and, where appropriate, referral to a collaborative substance abuse provider.

III. BILLING INFORMATION

A. Cost Centers

Examples of allowable costs are staff salaries and benefits, rent, utilities, building depreciation, maintenance, insurance, capital assets, depreciation, supplies and travel. Providers shall participate in the planning, development, and implementation of coordinated transportation efforts. Failure to participate may result in disallowance of travel costs.

B. Means Testing

The Division of Community Behavioral Health will only participate in payment of services to individuals that are determined financially needy as outlined in Policy Memorandum 01-04 and ARSD 46:20:37.

C. Deadline for Billing Submission

Billing for services provided during this contract period must be submitted by June 1, 2015. Services billed after this date will not be paid.

Department of Social Services, Division of Behavioral Health
Attachment 2- CARE Services
Mental Health Services for Adults with Serious Mental Illness

I. OVERVIEW

Comprehensive assistance with recovery and empowerment (CARE) Services are intended to be a comprehensive, person-centered; relationship and recovery focused, and co-occurring capable within an integrated system of care which provides individually planned treatment, rehabilitation, and support services to identified clients with serious mental illness, including those with co-occurring or complex needs conditions (substance abuse, developmental disabilities, etc.). CARE Services are aimed at helping people with a serious mental illness experience the hope of recovery and to live successfully in the community.

Community mental health centers shall maintain written policies and procedures for the delivery of services per the requirements outlined in 46:20 and this attachment.

II. STAFFING AND SERVICES

A CARE Team is organized as a mobile group of mental health professionals who merge clinical, medical and rehabilitation staff expertise within one service delivery team, supervised by a clinical supervisor as outlined in 46:20:18:01(4).

Services should be designed to incorporate identified needs from all life domains, responsive to cultural differences and special needs, and should stress integration in normal community settings. The majority of clinical contacts should occur at settings outside of the office.

III. PRINCIPLES AND METHODS

A. Case Management

Effective case management is a result of the CARE Team working to ensure the delivery of a seamless continuum of highly coordinated services to clients. Each CARE Team is responsible for maintaining an ongoing treatment relationship whether the client is in the community, in the hospital, or involved with other agencies (i.e., substance abuse or correctional facility). This treatment relationship shall be maintained even though it may be determined that a given service (i.e., face-to-face contact with a client who has been admitted to an in-patient psychiatric hospital, liaison service, collateral contact) is not directly billable.

The CARE Team's goal is to work in partnership with each client to design a treatment/recovery plan that will assist individuals in gaining access to needed services and supports in each life domain. This may include referral and related activities to help an individual obtain needed services, including activities that help link the individual with providers or programs that are capable of providing needed services. Referral and related activities do not include providing transportation to the services to which the individual is referred, escorting the individual to the services, or providing child care so that an individual may access the service.

The CARE Team's role also includes continuous monitoring and follow-up activities, including activities and contacts that are necessary to ensure that the treatment plan goal(s) regarding case management are effectively implemented and adequately address the needs of the individual.

B. Crisis Assessment and Intervention

Crisis assessment and intervention, including telephone or face-to-face contact, will be available to clients 24 hours per day, seven days per week. The CARE Team shall have the capacity to increase the service intensity to a client within one to two hours of his/her status requiring it. Refer to 46:20:21:02 &

46:20:21:03(2).

c. Symptom Assessment and Management, Supportive Counseling/Psychotherapy, and the Development of Psychosocial and Recovery Skills

Symptom assessment and management, supportive counseling/psychotherapy (when diagnostically indicated), and the development of psychosocial and recovery skills may be provided to help the client cope with and gain mastery over symptoms and disabilities, including those related to co-occurring disorders, in the context of daily living. This may include, but is not necessarily limited to:

- 1) Ongoing assessment of the client's mental illness and co-occurring disorders symptoms and the client's response to treatment;
- 2) Assessment of the client's mental illness symptoms and behavior in response to medication and monitoring for medication side effects;
- 3) Education, when appropriate, of the client regarding his/her illness, medication prescribed to regulate the illness, and side effects of medications;
- 4) Education about the hope of recovery with regard to mental illness and co-occurring issues.
- 5) Assistance in developing social skills, skills to help client build relationships with landlords, neighbors, etc, and skills to address co-occurring issues;
- 6) Symptom management efforts directed to helping each client identify personal strengths; recognize symptoms or occurrence patterns of his/her mental illness and co-occurring disorders; and develop methods (internal, behavioral, or adaptive) to help lessen the effects; and
- 7) Psychological support (both on a planned and "as needed" basis) to help clients accomplish their independent living goals and to cope with the stresses of day-to-day living.

C. Psychiatric Services

Psychiatric assessment, treatment, and prescription of pharmacotherapy provided by a physician/psychiatrist, physician assistant, or certified nurse practitioner with the primary purpose of prescribing or reviewing a client's use of pharmaceuticals. These services shall be billed at a rate separate from other CARE services. Refer to 46:20:31:02, 46:20:31:02(4) & 46:20:31:02(6).

D. Psychiatric nursing services

Components of physical assessment, medication assessment and monitoring, and medication administration provided by registered nurses or licensed practical nurses.

CARE team staff must complete a medication management training course in accordance with the standards set forth in 20:48:04:01:09 to 20:48:04:01:15 prior to providing any of the following:

- 1) Assistance with administration of prescription and nonprescription medications prescribed by a physician/ psychiatrist, physician's assistant, or certified nurse practitioner for clients who are incapable of self-administration; and
- 2) Instruction in the act of self-administration of prescription and nonprescription medications prescribed for self-administration by a psychiatrist, physician, physician's assistant, or certified nurse practitioner.

In addition, CARE Team staff providing the above services must participate in annual medication management training.

Community mental health centers shall establish medication policies and procedures that are in compliance with SD Board of Nursing Standards for handling on-site medications. These procedures must identify processes to:

- a. Record physician's orders;
- b. Order medications;

- c. Arrange for all client medications to be organized through the team and integrated into daily and weekly schedules;
- d. Provide security for medications ensuring proper storage and labeling;
- e. Set aside a private designated area for set up of medications by the team's nursing staff;
- f. Administer medications to clients; and
- g. Address destruction of medication (the destruction of controlled substances must be addressed as in §44:04:08:04.02).

E. Direct Assistance

The CARE Team shall provide direct assistance to ensure ongoing opportunities for the client to obtain the basic necessities of daily life and perform basic daily living activities. This assistance may include, but is not necessarily limited to:

- 1) Ongoing employment support including supporting clients in finding and maintaining employment in community-based job sites;
- 2) Budgeting and financial support, including payee services if applicable;
- 3) Linking to legal advocacy and representation;
- 4) Supporting clients in building skills to perform personal hygiene tasks;
- 5) Supporting clients in living in a setting of their own choosing, and in building skills to perform household chores, including housecleaning, cooking, laundry, and shopping;
- 6) Assisting clients in using community transportation;
- 7) Providing integrated substance abuse services, as needed, which shall include but is not limited to:
 - a. Recognizing the relationship between substance abuse and mental illness and psychotropic medications;
 - b. Developing motivation for decreasing substance use;
 - c. Developing coping skills and alternatives to minimize use; and
 - d. Occasionally, referral to an appropriate substance abuse provider. In these cases, ongoing collaboration with the substance abuse provider on treatment planning and services should be documented.

F. Group Therapy for Adults with SMI

Group sessions can be used to provide services to client receiving CARE services. These groups must consist of a maximum of 10 clients per clinician facilitating the group. Group sessions must be a minimum of 50 minutes in length in order to be billed.

G. Liaison Services

Liaison services must be consistent with treatment goals and intended to minimize the length of hospitalization. Services in the community include the development of community resources, coordination with other support networks and contacts with the individual's family, to assure that changing needs are recognized and appropriately met. Liaison services must be provided to facilitate treatment planning and coordination of services between mental health centers and the following entities:

1. In-patient Psychiatric Hospitalization;
2. Residential Programs;
3. Local Hospitals;
4. Correctional Facilities; and
5. In-patient Drug/Alcohol Treatment Programs.

H. Collateral Contacts

Contacts with persons other than the client in order to plan appropriate treatment and to assist others so they can respond therapeutically regarding the client's difficulty/illness.

I. Co-Occurring Capable Services

Within any of the above services, co-occurring issues that are identified with the client should be documented and addressed as appropriate within treatment. This may include assessing the client's openness to addressing co-occurring issues, helping clients who do not yet wish to change their substance use to openly discuss and think about how their choices and decisions regarding substance use help them to achieve their recovery goals, providing integrated education and skill based treatment of co-occurring issues in the context of addressing the client's mental health issues, and, where appropriate, referral to a collaborative substance abuse provider.

J. Family Participation

As clinically appropriate, the CARE Team shall encourage the active participation of the family and/or supportive social network, by providing the following:

1. Education about the client's illness and co-occurring conditions, and their role in the therapeutic process;
2. Supportive counseling related to the client and issues surrounding his/her illness; and
3. Intervention to resolve conflict.

K. Hours of Operation and Coverage

The CARE Team shall be available to provide treatment, rehabilitation, and support activities seven days per week, 24 hours per day as clinically necessary. The CARE Team shall have the capacity to provide multiple contacts per week to clients experiencing severe symptoms and/or significant difficulties in daily living.

V. BILLING INFORMATION

A. Billable Services

In addition to the reimbursable services listed in 46:20, pharmacological management services provided by physicians via telemedicine are reimbursable. These are the only billable services that do not require a face-to-face contact.

Co-occurring services are reimbursable if provided and documented pursuant to Article III Principles and Methods. Such integrated services are billable within the existing billing codes for CARE services, at the existing rate. However, note that treatment/recovery plans and progress note documentation must reflect how attention to the substance use issues is integrated into mental health care that addresses the client's serious mental illness. Refer to ARSD 46:20:29:04 for list of reimbursable services.

B. Non-reimbursable Services

Services provided in jails and detox centers are non-reimbursable. Liaison services and collateral contacts cannot be billed directly but are included in the rate, and therefore, should be provided as needed. In addition, transporting or escorting clients to services is also non-reimbursable. Refer to ARSD 46:20:29:05 for a list of non-reimbursable services.

C. Cost Centers

Examples of allowable costs are staff salaries and benefits, rent, utilities, building depreciation, maintenance, insurance, capital assets depreciation, supplies and travel. Providers shall participate in the planning, development, and implementation of coordinated transportation efforts. Failure to participate may result in dis-allowance of travel costs.

D. Means Testing

The Division of Community Behavioral Health will only participate in payment of services to individuals that are determined financially needy as outlined in Policy Memorandum 01-04 and ARSD 46:20:37.

E. Deadline for Billing Submission

Billing for services provided during this contract period must be submitted by June 1, 2015. Services billed after this date will not be paid.

Department of Social Services, Division of Behavioral Health
Attachment 3- Children, Youth and Family Services
Mental Health Services for Children with Serious Emotional Disturbances

I. OVERVIEW

Children, Youth and Family (CYF) Services shall be an intensive and comprehensive, child-centered, family-focused, community-based, co-occurring capable, individualized integrated system of care which delivers mental health services to children with a serious emotional disturbance. CYF Services shall provide access to a comprehensive array of services and supports that address needs identified in each life domain and provide children with individualized services in accordance with the unique needs and potentials of each child. These services shall be provided to children within the least restrictive, most normative environment that is clinically appropriate, and in a manner that is sensitive and responsive to children's cultural differences and special needs. The parents, families and surrogate families of children with SED will be full participants in all aspects of the evaluation, planning, and delivery of services, which shall be integrated with all involved child-serving agencies and programs. The goal of these services is to ensure that children with SED are able to live with their families and in their home community, whenever possible.

Community mental health centers shall maintain written policies and procedures for the delivery of services per the requirements outlined in 46:20 and this attachment.

II. STAFFING AND SERVICES

CYF services staff must be supervised by a clinical supervisor as outlined in 46:20:18:01(4).

Services should be designed to incorporate identified needs from all life domains, responsive to cultural differences and special needs, and should stress integration in normal community settings. The majority of clinical contacts should occur at settings outside of the office.

III. PRINCIPLES AND METHODS

A. Case Management

Effective case management is a result of CYF staff working to ensure the delivery of a seamless continuum of highly coordinated services to children and families. Each community mental health center is responsible for maintaining an ongoing empathic, hopeful, integrated treatment relationship whether the client is in the community, in the hospital, or involved with other agencies (i.e., substance abuse or juvenile justice facility). This treatment relationship shall be maintained even though it may be determined that a given service (i.e., contact with a child who has been admitted to a psychiatric residential treatment facility) is not billable.

CYF Services staff should work in partnership with each child/family to design a treatment/recovery plan that will assist the child/family in gaining access to needed services and supports in each life domain. This may include referral and related activities to help obtain needed services, including activities that help link the child/family with medical, social, educational providers or other programs and services that are capable of providing needed services. Referral and related activities do not include providing transportation to the services to which the child/family is referred, escorting the child/family to the services, or providing child care so that an individual may access the service.

B. Individual Therapy

Face-to-face contact between an identified child and therapist, in which the therapist delivers direct therapy to assist the child in progress toward treatment plan goals. If this service is not delivered in the child's home, the more appropriate setting used should be justified and documented in the clinical record.

C. Family Education/Support/Therapy

Face-to-face contact between one or more family members and the therapist in which the therapist delivers direct therapy, education relating to the identified child's condition, or support services to develop coping skills for the parents and family members, in regards to the identified child.

D. Crisis Intervention

An immediate therapeutic response available 24 hours a day 7 days a week that involves direct telephone or face-to-face contact with the child exhibiting acute psychiatric symptoms and/or inappropriate behavior, including issues related to substance abuse, that left untreated, presents an immediate threat to the child or others. Crisis intervention also includes direct telephone or face-to-face contacts with family members or other service providers in an attempt to effectively manage the child's crisis.

E. Collateral Contacts

Telephone or face-to-face contacts with persons other than the identified child if the information is necessary to plan appropriate treatment and to assist others so they can respond therapeutically regarding the child's difficulty/illness.

F. Assessment and Evaluation

A face-to-face meeting between or under the supervision of a clinical supervisor and the child/family, resulting in a written evaluation of a set of symptoms. The process may result in the indication of a mental disorder or a condition requiring treatment, as outlined in the Diagnostic and Statistical Manual of Mental Disorders (DSM-IV-TR).

G. Psychological Evaluation

Evaluation services provided by or under the supervision of a licensed psychologist.

H. Psychiatric Services

Psychiatric assessment, treatment, and prescription of pharmacotherapy provided by a physician/psychiatrist, physician assistant, or certified nurse practitioner with the primary purpose of prescribing or reviewing a client's use of pharmaceuticals. These services shall be billed at a rate separate from other CYF services.

I. Psychiatric nursing services

Components of physical assessment, medication assessment and monitoring, and medication administration provided by registered nurses or licensed practical nurses.

CYF staff must complete a medication management training course in accordance with the standards set forth in 20:48:04:01:09 to 20:48:04:01:15 prior to providing any of the following:

- 3) Assistance with administration of prescription and nonprescription medications prescribed by a physician/ psychiatrist, physician's assistant, or certified nurse practitioner for clients who are incapable of self-administration; and
- 4) Instruction in the act of self-administration of prescription and nonprescription medications prescribed for self-administration by a psychiatrist, physician, physician's assistant, or certified nurse practitioner.

In addition, CYF staff providing the above services must participate in annual medication management training.

Community mental health centers shall establish medication policies and procedures that are in compliance with SD Board of Nursing Standards for handling on-site medications. These procedures must identify processes to:

- h. Record physician's orders;
- i. Order medications;

- j. Arrange for all client medications to be organized through the team and integrated into daily and weekly schedules;
- k. Provide security for medications ensuring proper storage and labeling;
- l. Set aside a private designated area for set up of medications by the team's nursing staff;
- m. Administer medications to clients; and
- n. Address destruction of medication (the destruction of controlled substances must be addressed as in §44:04:08:04.02).

J. Group Therapy for Children with SED

Goal-directed, face-to-face therapeutic intervention with the eligible child and one or more children with SED who are treated at the same time. The group focuses on the mental health needs of the children in the group, as well as addressing co-occurring substance abuse or other issues that affect the children's mental health.

K. Parent/Guardian Group Therapy

Goal directed face-to-face therapeutic intervention with the parents/guardians of an eligible child and one or more parents/guardians of children with SED, who are treated at the same time. The group focuses on the mental health needs of the children with SED, as well as addressing co-occurring substance abuse or other issues that affect the children's mental health.

L. Liaison Services

Liaison services must be consistent with treatment goals and intended to minimize the length of out of home placement. Services in the community include the development of community resources, coordination with other support networks and contacts with the individual's family, to assure that changing needs are recognized and appropriately met. Liaison services must be provided to facilitate treatment planning and coordination of services between mental health centers and the following entities:

- 1) In-patient Psychiatric Hospitalization;
- 2) Residential Programs;
- 3) Local Hospitals;
- 4) Correctional Facilities; and
- 5) In-patient and outpatient Drug/Alcohol Treatment Programs.

IV. ADMISSION INFORMATION

A. Eligibility Criteria

If the child is below age two (2), prior approval and authorization from the Division of Community Behavioral Health is required. Claims will automatically be denied for children under the age of two (2) unless the Division has granted a waiver. Approval is needed for Title XIX and state contract funded services. Only claims for assessments/evaluations will be paid without prior approval.

V. BILLING INFORMATION

A. Billable Services

In addition to the reimbursable services listed in 46:20, pharmacological management services provided by physicians via telemedicine are reimbursable.

Co-occurring services are reimbursable if provided and documented pursuant to Article II Principles and Methods. Such integrated services are billable within the existing billing codes for CYF mental health services at the existing rate. However, note that treatment plans and progress note documentation must reflect how attention to the substance use issues are integrated into mental health care for the child or family that addresses the child's serious emotional disturbance.

B. Non-reimbursable Services

In addition to the non-reimbursable services listed in 46:20, CYF services provided while the identified child is in juvenile detention centers, jails, detox, in-patient psychiatric hospitals, and psychiatric residential facilities are non-reimbursable. Transporting or escorting children/families to services are also non-reimbursable. Refer to ARSD 46:20:29:04 for a list of non-reimbursable services.

C. Cost Centers

Examples of allowable costs are staff salaries and benefits, rent, utilities, building depreciation, maintenance, insurance, capital assets depreciation, supplies and travel. Providers shall participate in the planning, development, and implementation of coordinated transportation efforts. Failure to participate may result in dis-allowance of travel costs.

D. Means Testing

The Division of Community Behavioral Health will only participate in payment of services to individuals that are determined financially needy as outlined in Policy Memorandum 01-04 and ARSD 46:20:37.

E. Deadline for Billing Submission

Billing for services provided during this contract period must be submitted by June 1, 2015. Services billed after that date will not be paid.

Department of Social Services, Division of Behavioral Health
Attachment 5- Emergency Services

I. OVERVIEW

Emergency services are available 24 hours per day, seven days a week, for persons experiencing a mental health emergency or crisis, including those with co-occurring substance use disorders. Emergency services are designed to stabilize the emergency situation and to provide immediate treatment in the least restrictive environment possible.

II. PRINCIPLES AND METHODS

Emergency services will be provided by trained and experienced mental health staff. A clinical record is not necessary when emergency services are the only mental health services provided. All contacts should be documented. Documentation must include the disposition of each contact. Emergency services are not limited to telephone contacts. Staff are expected to provide face-to-face services whenever clinically indicated. For all individuals, including individuals using substances, emergency evaluation should begin immediately, and include contacting collaterals and obtaining background information. The client interview should begin as soon as the client can engage in reasonable conversation, and not depend on achieving a particular alcohol or drug blood level. Refer to ARSD 46:20:21:02 & 46:20:21:03.

III. BILLING INFORMATION

Allowable costs include payment for telephone service, advertising associated with provision of emergency services, staff salary for on-call time and the initial telephone call or face-to-face contact with the person. A unit of service will be one (1) month.

Example of an Emergency Service Log

Date	Client Name	Need/Disposition/Staff Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Department of Social Services, Division of Behavioral Health
Attachment 6- Intensive Family Services

I. OVERVIEW

Intensive Family Services (IFS) provide services for families of youth in placement facilities.

The purposes of Intensive Family Services are:

- 1) To assess the ability of the parent(s) and family to serve as an appropriate placement;
- 2) To reduce or eliminate issues present within the family;
- 3) To promote the successful reunification of the youth into their family upon their return or placement in the home; and
- 4) To reduce the likelihood of the youth returning to a residential placement through improved family functioning.

The community mental health centers will provide services to eligible families based upon the agency's assessment of needs.

II. REFERRAL PROCESS

The referring agency will contact the community mental health center to request a screening of the child's family to determine the level of services necessary. IFS staff may provide basic case management services to the family and shall forward the screening form to the Division of Behavioral Health (DBH) for approval.

III. PRINCIPLES AND METHODS

Activities include face-to-face and collateral contacts for the purpose of providing comprehensive mental health treatment for families. Services include:

- 1) Parent/family individual and group therapy;
- 2) Family education/support/therapy specifically relating to the family's difficulties;
- 3) Crisis intervention;
- 4) Evaluations; and
- 5) Case management services.
- 6) Collateral contacts with the residential placement
- 7) Liaison services

IV. CLINICAL RECORD

A. Initial Assessment

An initial assessment shall be conducted per the requirements in ARSD 46:20:28. Because Intensive Family Services are provided to the families of youth in residential placements, requirements specific to the child, such as meeting with the child, the initial formulation and diagnostic impression per the DSM, documentation regarding sufficient information to determine serious emotional disturbance, etc. is not required.

B. Family Service Plan

A strength-based, comprehensive, family service plan must be developed which includes a clear statement of the problem(s) and goals.

The therapist or case manager, the youth, and the family will develop the family service plan. Input from the Juvenile Correction Agent (JCA) or Family Services Specialist (FSS) will be utilized in development of the plan. The family service plan needs to be completed within 30 days of intake. The plan will be contained in the client file and a copy provided to the family.

V. ADMISSION AND DISCHARGE INFORMATION

A. Eligibility Criteria

Families served by IFS are not required to meet SED criteria.

B. Discharge Criteria.

Discharges from IFS shall occur when:

- 1) The child is released from placement and returns home. Services may continue through Children, Youth, and Family Services (if eligibility criteria are met) or through Outpatient Services.
- 2) The community mental health center is notified by the Department of Corrections or Department of Social Services that the child's home has been deemed an inappropriate placement option, and the child will not be returning.
- 3) The family initiates discharge prior to goal completion, the JCA/FSS must contact and attempt to re-engage the family in services, if appropriate.
- 4) The family successfully accomplishes goals outlined in the treatment plan.

VI. BILLING INFORMATION

A. Billable Services

Activities included above in Section III-Principles and Methods are billable. Full mental health services contracted through the Department of Social Services, Division of Behavioral Health must be provided throughout the entire contract period. All information submitted must contain parent/family's name and CID number. One unit of service is fifteen (15) minutes in duration.

B. Non-reimbursable Services

Non-reimbursable services include but are not limited to transportation services, vocational services, educational services, services that are solely recreational in nature, and services for individuals other than eligible family.

C. Cost Centers

Examples of allowable costs are staff salaries and benefits, rent, utilities, building depreciation, maintenance, insurance, capital assets depreciation, supplies and travel. Providers shall participate in the planning, development, and implementation of coordinated transportation efforts. Failure to participate may result in dis-allowance of travel costs.

D. Means Testing

Means testing is waived for the Intensive Family Services Program.

E. Deadline for Billing Submission

Billing for services provided during this contract period must be submitted by June 1, 2015. Services billed after that date will not be paid.

Department of Social Services, Division of Behavioral Health
Attachment 7- IMPACT
Individualized and Mobile Program of Assertive Community Treatment

I. OVERVIEW

The IMPACT Program is intended to be a comprehensive, person-centered; recovery focused, and co-occurring capable individualized and integrated system of care which provides treatment, rehabilitation, and support services to identified clients with serious mental illness, including those who require the most intensive services. The IMPACT Program serves clients who have historically been unsuccessful in community settings and who have had frequent psychiatric hospitalizations. The IMPACT Program is aimed at helping people with serious mental illness experience the hope of recovery, live successfully in the community and reduce the need for repeated or prolonged psychiatric hospitalizations

II. STAFFING AND SERVICES

Services should be designed to incorporate identified needs from all life domains, responsive to cultural differences and special needs, and should stress integration in normal community settings. The majority of clinical contacts should occur at settings outside of the office.

III. PRINCIPLES AND METHODS

See CARE Attachment 2 III. Principles and Methods, subsections A through K and ARSD 46:20 for guidance on principles and methods of services

IV. CLINICAL RECORD

See CARE Attachment 2 IV. Clinical Record, subsections A. through H and ARSD 46:20 for guidance on clinical record requirements.

V. ADMISSION INFORMATION

All referrals to IMPACT Programs must meet the eligibility criteria outlined in ARSD 46:20:32:02 and be submitted to the Division of Community Behavioral Health for approval.

The following information must be included with referrals: IMPACT referral form signed by the psychiatrist or clinical supervisor, psychiatric/psychological evaluation, psychiatric progress notes, case management progress notes, current treatment plan, and an updated client history.

VI. BILLING INFORMATION

A. Billable Services

In addition to the reimbursable services listed in 46:20, pharmacological management services provided by physicians via telemedicine are reimbursable. These are the only billable services that do not require a face-to-face contact.

Co-occurring services are reimbursable if provided and documented pursuant to Article III Principles and Methods. Such integrated services are billable within the existing billing codes for IMPACT services, at the existing rate. However, note that treatment plans and progress note documentation must reflect how attention to the substance use issues are integrated into mental health care that addresses the client's serious mental illness.

B. Non-reimbursable Services

In addition to the non-reimbursable services listed in 46:20, services provided in jails and detox centers are non-reimbursable. Liaison services and collateral contacts can not be billed directly but are included

in the rate, and therefore, should be provided as needed. In addition, transporting or escorting clients to services is also non-reimbursable. Refer to ARSD 46:20:29:05 for a list of non-reimbursable services.

Department of Social Services, Division of Behavioral Health
Attachment 9- Room and Board

I. OVERVIEW

Residential housing provides room and board for individuals ages 18 and older who have a serious mental illness, including those with co-occurring substance use disorders, and who, due to their illness, are unable to function in an independent living arrangement.

II. PRINCIPLES AND METHODS

Individuals living in Residential Housing will be provided, as appropriate, the broad range of services available through the CARE or IMPACT Program. Such services should be provided based upon the needs of each individual, and the intensity of services must be supported by CARE/IMPACT documentation. Daily CARE/IMPACT contacts are not required for individuals living in Residential Housing. Staff must be on the premises of each facility from the hours of 8pm to 8am daily. Services provided by Residential Housing are limited to room and board.

III. BILLING INFORMATION

A. Documentation

Documentation of persons residing within the facility must be maintained for verification purposes when billing the room and board rate. CARE/IMPACT Program contacts should not be used to support billing for room and board.

B. Unit of Service

A unit of service will be one (1) day.

C. Cost Centers

Examples of allowable costs are rent, utilities, building depreciation, maintenance, insurance, capital assets depreciation, supplies and travel. Providers shall participate in the planning, development, and implementation of coordinated transportation efforts. Failure to participate may result in disallowance of travel costs.

D. Deadline for Billing Submission

Billing for services provided during this contract period must be submitted by June 1, 2015. Services billed after this date will not be paid.

Department of Social Services, Division of Behavioral Health
Attachment 10- EXCEL
Family Counseling Weekends

I. OVERVIEW

The E.X.C.E.L. program is operated by the South Dakota Department of Corrections (DOC). The program is designed to improve the quality of life for female offenders through a short-term comprehensive wellness approach that includes counseling, education, life skills development and positive role modeling for participants.

Program Participants

The girls that are served by E.X.C.E.L. have all been placed in the custody of the DOC by the court system for a variety of reasons. Both Delinquent Children and Children in Need of Supervision may be placed at E.X.C.E.L., at the direction of the Director of Classification. The girls are generally Low to Medium Risk and are primarily non-violent offenders.

II. PRINCIPLES AND METHODS

Family Counseling Weekends

Family counseling is an integral part of the E.X.C.E.L. program. Family members and older siblings are encouraged to attend two family counseling weekends during a student's stay at E.X.C.E.L. Professional counseling services are provided to the student and family members during each family weekend to assist in improving communication skills and release planning. Family participation greatly assists the student in making a successful transition to the community. The community mental health center provides professional staff to lead and direct the activities during the family counseling weekends. Staff from the E.X.C.E.L. Program provide assistance and are part of an integrated team in working with the youth and their families. The focus of the weekends is to provide education and insight for the family members, along with addressing barriers to effective communication and working toward a successful transition home.

III. CLINICAL RECORD

A. Client Data Sheet

The data sheet will include necessary demographic information to allow for computer record keeping.

B. Progress Notes

Notes will be kept that identify the participants and their level of participation in the family counseling weekend.

IV. BILLING INFORMATION

A. Billable Services

All services provided during the Family Counseling Weekends will be billed as Consultation and Education at a rate not to exceed \$100 per hour. The total for each Family Counseling Weekend may not exceed \$1,000.

B. Cost Centers

Examples of allowable costs are staff salaries and benefits, rent, utilities, building depreciation, maintenance, insurance, capital assets depreciation, supplies and travel. Providers shall participate in the planning, development, and implementation of coordinated transportation efforts. Failure to participate may result in dis-allowance of travel costs.

C. Deadline for Billing Submission

Billing for services provided during this contract period must be submitted by June 1, 2015. Services billed after that date will not be paid.

Department of Social Services, Division of Behavioral Health
Attachment 11- Billing Appendix Behavior Management Systems

General Billing Information

1. Billing must be submitted electronically to the Division in the HIPAA compliant ANSI X.12 837 format.
2. Rate information is found in STARS under
 - a. "Support Tables" → "Contract Info" → "Contract's Rates"
3. If a service is billed in a 15 minute unit, the client must be present for the initial 15 minute period. After the initial 15 minutes, additional time may be rounded as follows.

Number of units	Time (in minutes)
1	15-22
2	23-37
3	38-52
4	53-67

4. The CPT codes listed below are billable to state contract and to Medicaid unless otherwise noted.

Outpatient Services

90791 Psychiatric Diagnostic Interview Exam: An evaluation, intake screening, and testing by someone who is not a Psychiatrist

90791 AM Psychiatric Diagnostic Interview Exam: An evaluation, intake screening, and testing by a Psychiatrist

90791 SA Psychiatric Diagnostic Interview Exam: An evaluation, intake screening, and testing by a Certified Nurse Practitioner or Physician Assistant

90832 Individual Psychotherapy: Individual therapy

90863 AM Pharmacologic Management: Psychiatric services for outpatient services

90863 SA Pharmacologic Management: Medication management provided by a Certified Nurse Practitioner or Physician Assistant

90846 Pharmacologic Management: Family therapy without the patient present

90847 Family Psychotherapy-With Patient Present: Family therapy with the patient present

90853 Group Psychotherapy (other than a multi-family group): Group therapy other than a multi-family group

99442 Telephone Evaluation and Management: Collateral Contacts

Comprehensive Assistance with Recovery and Empowerment (CARE) Services

H2016 HE HW Comprehensive Community Support Services: SMI Transitional CARE

H0046 Mental Health Services, Non-Specified: Room and Board for CARE. This service code is reimbursed by state contract only.

H2016 HE TN Comprehensive Community Support Services Rural: SMI CARE Frontier (Rural)
This service must be provided at least 20 miles, one way, from the accredited agency's home station or with Division approval.

90791 HE HB AM Psychiatric Diagnostic Interview Exam: An evaluation, intake screening, and testing by a Psychiatrist for the CARE program

90791 HE HB SA Psychiatric Diagnostic Interview Exam: An evaluation, intake screening, and testing by a Certified Nurse Practitioner or Physician Assistant for the CARE program

90863 HE HB AM Pharmacologic Management: Psychiatric services for the CARE program

90863 HE HB SA Pharmacologic Management: Medication management provided by a Certified Nurse Practitioner or Physician Assistant for the CARE program

Individualized and Mobile Program of Assertive Community Treatment (IMPACT)

H0039 HE Assertive Community Treatment, Face to Face: SMI IMPACT at Behavior Management Systems

90791 HE HK AM Psychiatric Diagnostic Interview Exam: An evaluation, intake screening, and testing by a Psychiatrist for the IMPACT program

90791 HE HK SA Psychiatric Diagnostic Interview Exam: An evaluation, intake screening, and testing by a Certified Nurse Practitioner or Physician Assistant for the IMPACT program

90863 HE HK AM Pharmacologic Management: Psychiatric services for the IMPACT program

90863 HE HK SA Pharmacologic Management: Medication management provided by a Certified Nurse Practitioner or Physician Assistant for the IMPACT program

Children, Youth, and Family (CYF) Services

H2021 HE Community-Based Wrap-Around Services: SED individual regular

H2021 HE TN Community-Based Wrap-Around Services: SED individual frontier (rural); This service must be provided at least 20 miles, one way, from the accredited agency's home station or with Division approval.

H2021 HE HQ Community-Based Wrap-Around Services: SED group regular

H2021 HE HQ TN Community-Based Wrap-Around Services: SED group frontier (rural); This service must be provided at least 20 miles, one way, from the accredited agency's home station or with Division approval.

90791 HE HA AM Psychiatric Diagnostic Interview Exam: An evaluation, intake screening, and testing by a Psychiatrist for SED

90791 HE HA SA Psychiatric Diagnostic Interview Exam: An evaluation, intake screening, and testing by a Certified Nurse Practitioner or Physician Assistant for SED

90863 HE HA AM Pharmacologic Management: Psychiatric services for SED

90863 HE HK SA Pharmacologic Management: Medication management provided by a Certified Nurse Practitioner or Physician Assistant for SED

Intensive Family Services (IFS)

H2021 HS TL Community-Based Wrap-Around Services: IFS regular; this service code is reimbursed by state contract only.

H2021 HS TL TN Community-Based Wrap-Around Services: IFS frontier (rural); This service must be provided at least 20 miles, one way, from the accredited agency's home station or with Division approval. This service code is reimbursed by state contract only.

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