

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

AMENDMENT # 1

Contract # **15-08 5C-304**

Service PO # 15SC08 C304

Vendor # **12030341**

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 57501-2290

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Referred to as Provider

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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. Page 1 , Section 3 is changed from:
  - B. The Provider agrees to perform the following services:
    1. Inpatient/Residential Services not to exceed \$185,316.00
    2. Counseling Services not to exceed \$20,628.00
    3. Clinically Managed Low Intensity Residential not to exceed \$630,827.00
    4. Corrections IMT Women (Aftercare) Services not to exceed \$1,543.00
    5. Corrections IMT Women (Low Intensity) Services not to exceed \$34,941.00
    6. Case Management Services not to exceed \$14,745.00
    7. Child Care Services not to exceed \$6,413.00
  - to read:
  - B. The Provider agrees to perform the following services:
    1. Inpatient/Residential Services not to exceed \$214,316.00
    2. Counseling Services not to exceed \$17,628.00

- 3. Clinically Managed Low Intensity Residential not to exceed \$738,827.00
- 4. Corrections IMT Women (Aftercare) Services not to exceed \$1,543.00
- 5. Corrections IMT Women (Low Intensity) Services not to exceed \$34,941.00
- 6. Case Management Services not to exceed \$14,745.00
- 7. Child Care Services not to exceed \$6,413.00

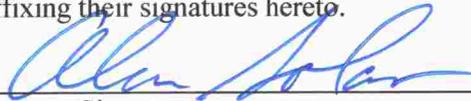
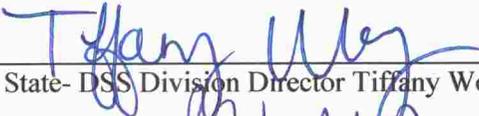
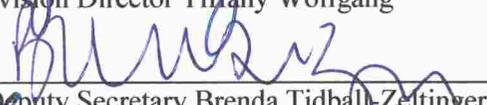
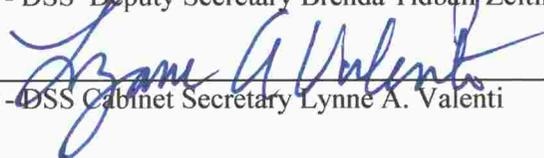
3. Page 1 , Section 3 is changed from:

C. The TOTAL AMOUNT of this agreement will not exceed \$894,413.00

To read:

C. The TOTAL AMOUNT of this agreement will not exceed \$1,028,413.00

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

	<u>4/4/15</u>
Grantee 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-Zeltinger	Date
	<u>3/31/15</u>
State -DSS Cabinet Secretary Lynne A. Valenti	Date

State Agency Coding is changed from:

**INPATIENT/RESIDENTIAL**

Company	1000	2004	2004	
Account	520601000	520601004	520601005	
Center Req	0851120	0851120	0851120	
Center User		13901	13901	
Dollar Total	\$92,030.00	\$77,427.00	\$15,859.00	

**COUNSELING SERVICES**

Company	1000	2004	2004	
Account	520601000	520601004	520601005	
Center Req	0851140	0851140	1851140	
Center User		139	139	
Dollar Total	\$12,360.00	\$6,862.00	\$1,406.00	

**CLINICALLY MANAGED LOW INTENSITY RESIDENTIAL**

Company	2004	2004	2004	2004
Account	520601000	520601004	520601005	520601004
Center Req	0851160	0851160	0851160	0851160
Center User	081	139	139	13901
Dollar Total	260,443.00	\$199,422.00	\$40,846.00	\$107,996.00

**CLINICALLY MANAGED LOW INTENSITY RESIDENTIAL**

Company	2004			
Account	520601005			
Center Req	0851160			
Center User	13901			
Dollar Total	\$22,120.00			

**CORRECTIONS IMT WOMEN (AFTERCARE)**

Company	1000			
Account	520601000			
Center Req	0851200			
Center User	56502			
Dollar Total	\$1,543.00			

**CORRECTIONS IMT WOMEN (LOW INTENSITY)**

Company	1000			
Account	520601000			
Center Req	0851200			
Center User	56501			
Dollar Total	\$34,941.00			

**CASE MANAGEMENT**

Company	2004			
Account	520601000			
Center Req	0851210			

Center User	081			
Dollar Total	\$14,745.00			

**CHILD CARE SERVICES**

Company	1000			
Account	520601000			
Center Req	0851120			
Center User				
Dollar Total	\$6,413.00			

To Read:

**INPATIENT/RESIDENTIAL**

Company	1000	2004	2004	
Account	520601000	520601004	520601005	
Center Req	0851120	0851120	0851120	
Center User		13901	13901	
Dollar Total	\$92,030.00	\$77,427.00	\$44,859.00	

**COUNSELING SERVICES**

Company	1000	2004	2004	
Account	520601000	520601004	520601005	
Center Req	0851140	0851140	1851140	
Center User		139	139	
Dollar Total	\$9,360.00	\$6,862.00	\$1,406.00	

**CLINICALLY MANAGED LOW INTENSITY RESIDENTIAL**

Company	1000	2004	2004	2004
Account	520601000	520601000	520601004	520601005
Center Req	0851160	0851160	0851160	0851160
Center User		081	139	139
Dollar Total	\$108,000.00	\$260,443.00	\$199,422.00	\$40,846.00

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Company	2004	2004		
Account	520601004	520601005		
Center Req	0851160	0851160		
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**CASE MANAGEMENT**

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Center User	081			
Dollar Total	\$14,745.00			

**CHILD CARE SERVICES**

Company	1000			
Account	520601000			
Center Req	0851120			
Center User				
Dollar Total	\$6,413.00			

RECEIVED

APR 13 2015

Division of  
Community Behavioral Health

RECEIVED

APR 13 2015

DSS - Accounting &  
Financial Reporting

STARS # 0852-000-304-15

**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

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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; 7a; 8; 11; 13 & 14 for individual services being provided.
    2. This agreement will involve Protected Health Information (PHI).  
If PHI is involved, a Business Associate Agreement is attached and fully incorporated herein as part of the agreement.
  - B. The Provider agrees to perform the following services:
    1. Inpatient/Residential Services not to exceed \$185,316.00
    2. Counseling Services not to exceed \$20,628.00
    3. Clinically Managed Low Intensity Residential not to exceed \$630,827.00
    4. Corrections IMT Women (Aftercare) Services not to exceed \$1,543.00
    5. Corrections IMT Women (Low Intensity) Services not to exceed \$34,941.00
    6. Case Management Services not to exceed \$14,745.00
    7. Child Care Services not to exceed \$6,413.00
  - C. The TOTAL AMOUNT of this agreement will not exceed \$894,413.00.  
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. SUPERCESSION:

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:

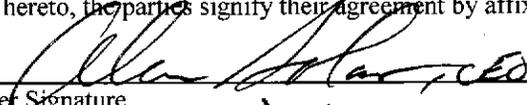
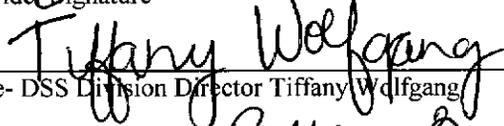
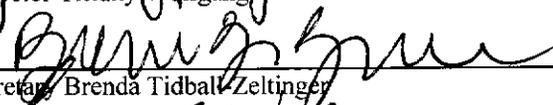
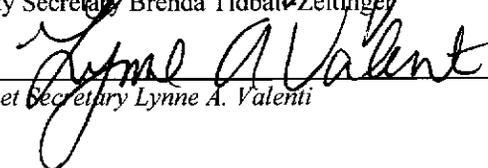
Provider certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal government or any state or local government department or agency. 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.

	<u>6/2/14</u>
Provider Signature	Date
	<u>5-14-14</u>
State- DSS Division Director Tiffany Wolfgang	Date
	<u>5/27/14</u>
State - DSS Deputy Secretary Brenda Tidball-Zeltinger	Date
	<u>5/28/14</u>
State - DSS Cabinet Secretary Lynne A. Valenti	Date

State Agency Coding:

CFDA#	93.959		
<b>INPATIENT/RESIDENTIAL</b>			
Company	1000	2004	2004
Account	520601000	520601004	520601005
Center Req	0851120	0851120	0851120
Center User		13901	13901
Dollar Total	\$92,030.00	\$77,427.00	\$15,859.00

<b>COUNSELING SERVICES</b>			
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Account	520601000	520601004	520601005
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<b>CLINICALLY MANAGED LOW INTENSITY RESIDENTIAL</b>			
Company	2004	2004	2004
Account	520601000	520601004	520601005
Center Req	0851160	0851160	0851160
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<b>CLINICALLY MANAGED LOW INTENSITY RESIDENTIAL</b>			
Company	2004		
Account	520601005		
Center Req	0851160		
Center User	13901		
Dollar Total	\$22,120.00		

<b>CORRECTIONS IMT WOMEN (AFTERCARE)</b>			
Company	1000		
Account	520601000		
Center Req	0851200		
Center User	56502		
Dollar Total	\$1,543.00		

**CORRECTIONS IMT WOMEN (LOW INTENSITY)**

Company	1000	_____	_____	_____
Account	520601000	_____	_____	_____
Center Req	0851200	_____	_____	_____
Center User	56501	_____	_____	_____
Dollar Total	\$34,941.00	_____	_____	_____

**CASE MANAGEMENT**

Company	2004	_____	_____	_____
Account	520601000	_____	_____	_____
Center Req	0851210	_____	_____	_____
Center User	081	_____	_____	_____
Dollar Total	\$14,745.00	_____	_____	_____

**CHILD CARE SERVICES**

Company	1000	_____	_____	_____
Account	520601000	_____	_____	_____
Center Req	0851120	_____	_____	_____
Center User		_____	_____	_____
Dollar Total	\$6,413.00	_____	_____	_____

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 lkibler@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.

**SFY2015**  
**Department of Social Services, Division of Behavioral Health**  
Attachment 1- Contract Requirements

**I. Populations to be Served**

It is the intent of the Division of Behavioral Health to fund services in South Dakota for residents living in South Dakota. It is the Division's expectation that state funds be targeted to those citizens of South Dakota in need of substance abuse and gambling services.

**A. Priority Populations**

Target populations to be served under the contract, in order of priority for State and Federal funds paid to the provider, and in accordance with CFR 45 Sec. 96.124 and 96.131, are as follows:

**1. Pregnant Women**

- a. Providers must ensure that each pregnant woman in the state who seeks or is referred for and would benefit from treatment is given preference in admissions to treatment facilities receiving block grant funds.
- b. The provider shall publicize by public service announcement or street outreach programs the availability to such women of these treatment services designed for pregnant women and women with dependent children.
- c. Services for pregnant women/women with dependent children must comply with the provisions set forth in CFR 45 Sec. 96.124 and 96.131

**2. Intravenous Drug Users**

- a. The provider shall develop and implement a program of outreach services to identify individuals in need of treatment for their intravenous drug abuse and to encourage the individual to undergo treatment for such abuse.
- b. The provider shall maintain a record of outreach services provided to intravenous drug abusers.
- c. Services for intravenous drug users must comply with the provisions set forth in CFR 45 Sec. 96.124 and 96.131.
- d. The provider shall develop and implement a policy to ensure that they will not distribute sterile needles or distribute bleach for the purpose of cleaning needles and shall develop and implement a policy to ensure they will not carry out any testing for the acquired immune deficiency syndrome without appropriate pre- and post-test counseling.

**3. Adolescents**

**B. Interim Services**

1. The provider shall maintain a record of all Interim services being provided to pregnant women and intravenous drug abusing clients.
  - a. Interim services must be made available to individuals no later than 48 hours from the initial screening.
  - b. A client may remain on the waiting list no longer than 120 days.
  - c. Interim services and waiting list information will be reported in STARS under the "ADA Wait List" Screen, as outlined in the Division's Statewide Treatment Activity Reporting System (STARS) manual.

**C. 90% Capacity Reporting**

1. Providers shall complete the "Provider's Capacity Information Screen" as outlined in the STARS manual after the facility reaches 90% of total capacity for any of the ASAM levels of care.

**D. Limited English Proficiency Policy**

1. The provider shall develop and implement a Limited English Proficiency Policy (LEP), as a condition for funding under this contract agreement to ensure that LEP individuals are provided with an opportunity to participate in and understand all provided services.
2. The means of effective communication may be through interpreters or the translation of written material as deemed necessary by the Provider.

**E. Group Size**

1. Group size maximum is 15 clients.

**II. Financial Eligibility**

**A. Required Documentation**

1. All documentation of contracted services, including verification of the client meeting the 185% of poverty guideline, must be contained in the client's clinical record before an agency bills the Division for the services provided. Any other documentation, such as appointment logs or billing documents, will be used only to resolve discrepancies at the time of the onsite review. The financial eligibility documentation in the clinical record must contain:
  - a. The completed and signed Means Forms 101, and
  - b. The 102a and 102b forms if the client is found ineligible using the Means 101 form.

**B. Financial Eligibility Testing (Means Testing)**

1. Financial eligibility testing is required for all services and levels of care with the exception of crisis intervention and prevention services
  - a. Means testing is not required for admission into clinically managed residential detoxification (detox) services; however, the agency must make an attempt to collect this information before the client leaves the facility.
  - b. If a client is found ineligible for Division funding, the client will be responsible for payment of services.

**C. Clients Financially Ineligible**

1. All individuals found ineligible for financial assistance from the Division of Behavioral Health for addiction services, after the Hardship Consideration process, have the right to an Administrative Review as described on the Financial Eligibility Dual Means 101 form.
  - a. A consumer must request an Administrative Review in writing within 30 days of receipt of notification of denial.
  - b. The request must be sent for review to the Director of the Division of Behavioral Health who shall provide a determination within 30 days of receipt of the request for a review.

**D. Eligibility Review**

1. Financial eligibility may be reevaluated at any time due to decreases in income (i.e., loss of job, decrease in pay, etc.), changes in the number of persons who live in the household, and/or any other significant change in financial circumstances.

**E. Insured Clients**

1. The Division is payer of last resort. Agencies must submit billing to insurance first and the Division second for clients who have insurance AND meet the 185% poverty guideline. The Division will then provide reimbursement for the difference between the insurance paid amount and State rate. Documentation related to insurance claims must be available for review.

**F. Sliding Scale Fees**

1. Each accredited agency entering into an agreement with the Division must establish a sliding scale fee schedule for all services provided and submit the fee schedule with signed contracts yearly to the Division.
  - a. Any changes to the fee schedule prior to the next contract year must be submitted to the Division.

**III. Conditions for Payment for Services**

**A. STARS Requirements**

1. The provider shall report both contract units, including units billed to Medicaid, and non-contract units not billed through a contract with the Division, for treatment services electronically in STARS.
2. Demographic data must be entered in the STARS as required by the Division and outlined in the STARS User Manual. Reimbursement will be based on a defined unit of service using reimbursement rates established by the Division.
3. Providers of services to Medicaid eligible adolescents or pregnant women must be an enrolled Medicaid provider before billing Medicaid.

**B. Billing for Integrated Service for Co-Occurring Mental Health Issues**

1. All substance abuse assessments, intervention, individual treatment, group treatment, and recovery support services billed to or funded by the Division up to 3 hours per week, at any level of care, can include integrated attention to co-occurring mental health issues or disorders, provided the sessions are documented as described in this section.
2. Providers may develop partnerships with collaborative mental health service providers, either within their own agency or with other agencies, to provide mental health services to their clients. These services can be provided on site at the substance abuse provider agency or on site at the mental health agency.
3. If mental health services are sub-contracted for a client in an ASAM level of care, the following documentation must be in the clinical record in order to bill under the appropriate Division code/modifier combination listed in the Billing Appendix.
  - a. A copy of the documentation from the mental health service provider
  - b. Appropriate release of information from the client

**IV. Agreement Requirement of Credentialed Counselors**

A provider providing counseling services under any one of the contracted treatment services shall have counselors who are certified by the Board of Addiction and Prevention Professionals (BAPP).

**A. Level of Certification of Chemical Dependency Counselors**

1. At least one counselor in each agency shall be certified as a Licensed Addiction Counselor (LAC) or Certified Addiction Counselor (CAC) certified by the BAPP.

2. A counselor who has responsibility for providing chemical dependency counseling services shall, at minimum, be recognized as an Addiction Counselor Trainee (ACT) by BAPP.
  - a. A provider where Trainees are employed to fulfill the terms of this agreement shall employ a Licensed Addiction Counselor (LAC) or qualified Certified Addiction Counselor (CAC) to provide supervision to Trainees.
  - b. In the event that an LAC or CAC is not available within the employing agency, supervision may be obtained on a contractual or consultative basis from an outside party meeting the required qualifications.
  - c. Any services provided by a Trainee not receiving supervision from an LAC or CAC will not be considered for payment.
  - d. Trainee supervision shall occur according to standards set in the BAPP Standards Manual.
  - e. Supervision documentation needs to remain current and available upon Division request.
3. Counselors will have appropriate training in the area in which they are providing treatment.
4. Providers may employ licensed mental health professionals and receive reimbursement for the services they provide.
  - a. If a provider uses a non-licensed mental health professional, he/she must be employed by a community mental health center and meet relevant staff qualifications and supervisory criteria as outlined in 46:20:25.
  - b. If a provider uses a mental health professional who is not employed by a community mental health center, he/she must be licensed in his/her respective field by a current State board (i.e., counseling, social work, psychology).
  - c. Integrated initial assessments may be facilitated by a mental health professional employed by a community mental health center and/or a licensed mental health professional who has had training in the following areas:
    - i. STARS manual;
    - ii. The American Society of Addiction Medicine (ASAM) Patient Placement; Criteria for the Treatment of Substance -Related Disorders;
    - iii. The Diagnostic and Statistical Manual (DSM) of Mental Disorders pertaining to Substance Related Disorders;
    - iv. Has completed a 3 credit college course in the Introduction to Drug Abuse; and
    - v. Patient confidentiality including the review of 42 C.F.R Part 2.
5. If the assessment recommends a residential level of care, the assessment must be reviewed and co-signed by a Licensed or Certified CD Counselor.

**Department of Social Services, Division of Behavioral Health**  
Attachment 2- Level 0.5 Early Intervention

**I. Overview**

A non-residential program that provides early intervention services to individuals that may have substance use related problems, but do not appear to meet the diagnostic criteria for Substance-Related Disorder. The program shall provide treatment needs assessment, intervention, alcohol and drug education, education about co-occurring conditions impacted by substance abuse, and referral.

**II. Services**

**A. Conditions of services to be purchased by the Division**

1. All services required under ARSD 46:05:14.
2. For contract monitoring purposes, services required under ARSD46:05:09 must be provided with exception to a treatment plan.
3. Internal Assessments/Updates and Assessments/Updates  
This service is to be used when submitting units for developing an assessment in accordance with ARSD 46:05:09:07 or 46:05:09:08.
  - a. Assessment shall be completed in accordance with ARSD 46:05:09:07 and 46:05:09:08 depending on level of care.
  - b. Admission records are not required in STARS for assessments.
4. Collateral Contacts/Referrals
  - a. This service applies to referrals which offer educational, vocational, social, psychological, employment, medical, court, and other related alcohol and drug services. In addition, this includes collateral communications with other resources and agencies associated with client need, such as frequent progress updates to the collaborative mental health clinician or Probation/Parole Officer.
  - b. Collateral contacts for assessments are included in the rate for an assessment.
5. Early Intervention Services
  - a. This service is an early intervention strategy for clients who may or may not have a DSM diagnosis but are not appropriate for structured treatment services. An admission record is required for this level of care.
6. Crisis Intervention Services:  
This service applies to intervention services provided to an individual experiencing a crisis situation related to his/her use of alcohol /drugs, including crisis situations where co-occurring mental health symptoms may be present. The focus of the intervention is to restore the individual to the level of functioning before the crisis or provide means to place the individual into a secure environment.
  - a. Admission records are not required for crisis intervention services.
  - b. A crisis intervention needs to have documentation in the file which identifies the date, time, length of session, specific crisis, and plan of action to be taken.

**Department of Social Services, Division of Behavioral Health**  
Attachment 3- Level I.0: Counseling Services/Outpatient Program

**I. Overview**

A non-residential program which provides services listed in ARSD 46:05:15 to those persons harmfully affected by alcohol or drugs through regularly scheduled counseling services.

**II. Services**

**A. Conditions of Services to be purchased by the Division**

For contract monitoring purposes the following requirements must be met:

1. All services required under ARSD 46:05:15.
2. Clients may also attend mental health therapy to address specific needs outlined in the treatment plan. Refer to the Contract Preamble.
3. Providers may utilize one hour per week above the minimum required hours as described in ARSD 46:05:15:06, to attend community 12 step programs. Providers must be present at the meetings with the client and shall document each client's attendance at the 12 step meeting.
4. Family/Couple counseling is for those family members harmfully affected by the alcohol or drug use for another family member or significant other person.

**Department of Social Services, Division of Community Behavioral Health**  
Attachment 7a- Level III.1 Clinically Managed Low-Intensity Residential Program (Halfway House)  
BMS – Full Circle

**I. Overview**

A residential treatment program of sub-acute care designed to aid the client's re-entry into the community by providing integrated services. The program must provide direct alcohol and drug counseling, and support service counseling by referral. The program shall provide case management services that will help clients to find employment and to coordinate other services as may be necessary to facilitate the client's successful re-entry into the community.

**II. Services**

**A. Conditions of services to be purchased by the Division**

For contract monitoring purposes the following requirements must be met:

1. All services required under ARSD 46:05:20.
2. Documentation that the client was at the facility at the time of daily census must be available to support billing.
3. Intensity of services required for reimbursement is a minimum of 5 hours of counseling per week by the agency providing the service.
4. Clients may attend mental health therapy to address specific needs outlined in the treatment plan. Refer to the Contract Preamble.
5. Time spent in AA and NA meetings cannot be counted towards the 5 hour requirement.
6. An individual who is in Low Intensity Residential Treatment services for at least 60 days, and is scheduled to be discharged to his/her home community within the next 45 days, will be allowed the opportunity for a home visit. The home visit will not exceed 72 hours, will need to be documented on the clients treatment plan, with documentation to include the clinical value of the home visit along with any treatment tasks associated with the visit (example: to secure employment, find housing etc). The Division will reimburse the agency for the bed days (up to two days) that meet the criteria from above that the client will not be onsite at the facility. The Division will not reimburse the facility for a person absent from the facility for any other reason.
7. This service code is reimbursed by state contract and prior authorization from the Division is required.

**Department of Social Services, Division of Community Behavioral Health**  
Attachment 8- Level III.7 Intensive Inpatient Treatment

**I. Overview**

A residential treatment program which provides medically monitored structured intensive treatment for chemically dependent clients.

**II. Services**

**A. Conditions of services to be purchased by the Division**

Prior authorization from the Division is required. For contract monitoring purposes the following requirements must be met:

1. All services required under ARSD 46:05:19.
2. Documentation that the client was at the facility at the time of daily census must be available to support billing.
3. Psychiatric Residential Treatment Facilities (PRTF) must comply with the provisions set forth in CFR 42 Subpart D Sec. 441.151-441.182 and Subpart G Sec. 483.350-483.376.
4. The PRTF program is designed for adolescents with a primary diagnosis of alcohol and other drug abuse, who have completed Intensive Outpatient, Day Treatment, or Inpatient Treatment at least once, and have relapsed while on Aftercare in the community.
5. Clients may attend mental health therapy to address specific needs outlined in the treatment plan. Refer to the Contract Preamble
6. Billing for any client that exceeds the licensed bed capacity established by the Department of Health is prohibited.
7. This service requires prior authorization from the Division. The placement application and process for Prior Authorization can be found on the Division Website located at <http://dss.sd.gov/>.

**Department of Social Services, Division of Behavioral Health**  
Attachment 11- South Dakota Women's Prison Intensive Methamphetamine Treatment Program

**I. Overview**

This is an intensive correctional based treatment program for inmates residing in the SD Women's Prison in Pierre. This program is designed for the treatment of inmates with a methamphetamine diagnosis or who show a need for structure long-term services in order to progress in recovery.

**II. Services**

**A. Conditions of Services to be purchased by the Division**

For contract monitoring purposes the following requirements must be met:

**1. Intensive Methamphetamine Treatment Program (IMT)**

The following are the phases for clients involved in the Correctional-Based Intensive Methamphetamine Treatment Program. Phase 1 & 2 are completed in Prison. Phase 3 is completed in approximately 90 days and Phase 4 is completed in approximately 6 months. Prior authorization from the Division and Means Testing is required.

**a. Phase 1 & 2: Intensive Outpatient Treatment**

Clients will be assessed by Correctional Behavioral Health Staff as needing this program and must meet the Department of Corrections eligibility criteria prior to being placed in treatment. Programming is 5 days a week for 90 days. Data Collection and Assessment Instruments are administered by the SDWP Treatment Counselor at the beginning and end of Phase 2 and sent to Mountain Plains Evaluation.

**b. Phase 3: Low Intensity Residential Treatment**

After successful completion of Phase 2 and release from the SD Women's Prison the client is transferred to a Low Intensity Residential Treatment for approximately 90 days. This level of care offers a minimum of 5 hours of individual and group counseling per week. As part of the 5 counseling hours, clients may attend Moral Reconciliation Therapy (MRT). The client will also receive 2 hours of corrective thinking per week. All documentation requirements of the Contract Preamble and ARSD 46:05:09 must be fulfilled for the full 90 days of Phase 3. Agencies are not allowed to charge the client above the Division's reimbursement rate for this level of care. Clients will also be randomly drug tested every 3 days. Drug tests will be supplied to the Half Way Houses by the Department of Corrections. Data Collection and Assessment Instruments are administered by the Half Way House at the end of Phase 3 and sent to Mountain Plains Evaluation.

- i.** An individual who is in Low Intensity Residential Treatment services for at least 30 days will be allowed the opportunity for a home visit. The home visit will not exceed 72 hours, and the justification will need to be documented in the clinical record, to include the clinical value of the home visit along with any treatment tasks associated with the visit (example: to secure employment, find housing, etc). The Division will reimburse the agency for the bed days (up to two days) that meet the criteria from above that the client will not be onsite at the facility. The Division will not reimburse the facility for a person absent from the facility for any other reason.

**c. Phase 4: Outpatient Services Program**

Upon successful completion of Phase 3 clients are transitioned to their own residence or work release facility which is determined by the Department of Corrections. The 180 days is divided into two 90 day sub-phases.

- i.** The Division will provide reimbursement for services during the first 90 day sub-phase. Agencies are not permitted to charge the client a co-pay during this time. The client is then responsible for all payment for the second 90 day sub-phase.
- ii.** Clients will also be drug tested by the Department of Corrections. Testing will be done at the continuous detection level for Phase 4 participants who are inmates on work release status residing at a halfway house or other work release placement. Parolees on Phase 4 will be UA tested at the continuous detection level for the first three months of Phase 4. After three months of negative tests in the community, the parolee may be scaled back to random UA tests at an average of 2 times per month for the remaining three months of Phase 4. Any indication of relapse will result in reinstatement of UA testing at the continuous detection level. Data Collection and Assessment Instruments are administered by the Community Provider at the completion of Phase 4 and sent to Mountain Plains Evaluation. This may include the assistance of the Parole Agent.

**(i) Phase 4a**

For the first 90 days the client will be required to attend 2 hours of Aftercare per week, 1 hour of Recovery Support per week, and 1 individual counseling session per month.

**(ii) Phase 4b**

For the second 90 days the client will be required to attend 1 hour of Aftercare per week, 1 hour of Recovery Support per week, and 1 individual counseling session per month, if needed.

**Department of Social Services, Division of Behavioral Health**  
Attachment 13- Recovery Supports

**I. Overview**

Recovery supports are networks of formal and informal services developed and mobilized to sustain long term recovery for individuals and families.

**II. Services**

**A. Conditions of services to be purchased by the Division**

1. Recovery Support services may include:
  - a. Home visiting
  - b. Linkages to community-based programs
  - c. Supporting the client's participation in medical or psychiatric care
  - d. Child care and advocacy
  - e. Self-help programs
  - f. Peer and faith-based support groups
  - g. Transportation
  - h. Monitoring and outreach
  - i. Parent education and child development
  - j. Employment services and job training
2. For billing purposes, services must fall into the scope of the above overview.
3. This service cannot be provided if a client is admitted into an ASAM level of care.
4. Admission records are not required for Recovery Support services.
5. Means testing is not required for Recovery Support services; however, the financial eligibility screen does need to be completed in STARS. If accurate Means information cannot be collected from the client, \$0 may be entered in the financial eligibility screen.
6. For monitoring purposes, the following items must be documented:
  - a. Name of client
  - b. Date of service
  - c. Length of service
  - d. Nature and content of services provided
  - e. Explanation of the final objective
7. Recovery Supports shall be provided by staff who have demonstrated competency in the specific subject area/service they are providing.

**Department of Social Services, Division of Behavioral Health**  
Attachment 14- 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. All billable units must be face to face unless otherwise indicated.
4. 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

5. If state funds were utilized for an assessment, it is the expectation that the assessment with a proper release of information be released to the requesting agency unless prior approval from the Division was obtained.
6. If clients are in a mixed ASAM group, group reimbursement is based on the client's current ASAM Admission/Transfer level and number of hours the client attended group.
7. Clients whose services are reimbursed at a daily rate are not eligible for hourly reimbursement including but not limited to individual, group, and family counseling.
8. All client absences must be documented in the progress notes. The counselor must document whether or not the absence was excused or unexcused and the reason for the absence.
9. Non-Billable Services
  - a. DUI Courses
  - b. Drug Court
  - c. Non-South Dakota Residents
  - d. Recreational Therapy
  - e. AA/NA when the counselor is not present
  - f. Time spent doing paperwork for client assessments or clinical documentation.
  - g. Travel Time
  - h. Medicaid funded levels of care for pregnant women, adolescents, and pregnant adolescents, except those clients who are denied Medicaid, but qualify for state funded services by completing the financial eligibility documentation referred to in the Contract Preamble. This is applicable for any billing code which lists Medicaid as the primary funding source.
  - i. When a client is transferred to a hospital or other facility outside the residential alcohol and drug program, the program cannot bill the Division for holding the bed open for the client to return. The client must be at the facility for a minimum of 24 hours to be billed. This does not apply to Clinically Managed Residential Detoxification Programs.

**Early Intervention Services and Counseling Codes: Level 0.5 or L0 Services**

**H0001 Internal Assessments/Updates and Assessment/Updates - Adults:** This service code is reimbursed with contract funds. Adolescents can be reimbursed with contract funds using this code if the client is denied Medicaid/CHIPs and completes the financial eligibility documentation referred to in the Contract Preamble. A unit of service is 15 minutes.

**H0001 HA Internal Assessments/Updates and Assessment/Updates – Adolescent:** This service code is reimbursed by Medicaid/CHIPs. A unit of service is 15 minutes.

**H0001 HD Internal Assessments/Updates and Assessment/Updates – Pregnant Women:** The primary funding source for this code is Medicaid. A unit of service is 15 minutes.

**Additional Information about H0001: Assessments:**

1. Billable assessment time includes:
  - a. The face to face interview with the client
  - b. Collateral contacts made to obtain additional information or verification of assessment information
  - c. Any additional face to face time spent with the client to make final recommendations.
2. All assessments must be contained in the client's clinical record before the agency bills the Division.
3. A new assessment is not required when a client moves from one level of care to another within the agency.
4. Collateral contact time/units for an assessment must be included in the H0001 service code and cannot be billed to T1007 Collateral Contacts/Referrals.
5. Units to be Reimbursed
  - a. The Division will reimburse for a maximum of 32 units per fiscal year, per person for internal assessments, assessments or updates.
  - b. The 32 unit maximum is a cumulative total of the time billed by all State contracted agencies per fiscal year.

**H0004 Local Individual Counseling – Adults and Adolescents:** This service code is reimbursed by state contract. Adolescents can be billed using this code if the client is denied Medicaid/CHIPs and completes the financial eligibility documentation referred to in the Contract Preamble. A unit of service is 15 minutes.

**H0004 HA Local Individual Counseling – Adolescents:** This service code is reimbursed by Medicaid/CHIPs. A unit of service is 15 minutes.

**H0004 HD Local Individual Counseling – Pregnant Women:** The primary funding source for this service code is Medicaid. A unit of service is 15 minutes.

**H0004 TN Rural Individual Counseling:** This service code is reimbursed by state contract. This service must be provided at least 20 miles, one way, from the accredited agency's home station or with Division approval. Adolescents can be billed using this code if the client is denied Medicaid/CHIPs and completes the financial eligibility documentation referred to in the Contract Preamble. A unit of service is 15 minutes.

**H0004 HA TN Rural Individual Counseling – Adolescents:** This service code is reimbursed by Medicaid/CHIPs. This service must be provided at least 20 miles, one way, from the accredited agency's home station or with Division approval. A unit of service is 15 minutes.

**H0004 HD TN Rural Individual Counseling – Pregnant Women:** The primary funding source for this code is Medicaid. This service must be provided at least 20 miles, one way, from the accredited agency's home station or with Division approval. A unit of service is 15 minutes.

**H0005 Local Group Counseling – Adults and Adolescents:** This service code is reimbursed by state contract. Adolescents can be billed using this code if the client is denied Medicaid/CHIPs and completes the financial eligibility documentation referred to in the Contract Preamble. A unit of service is 15 minutes.

**H0005 HA Local Group Counseling – Adolescent:** This service code is reimbursed by Medicaid. A unit of service is 15 minutes.

**H0005 HD Local Group Counseling – Pregnant Women:** The primary funding source for this code is Medicaid. A unit of service is 15 minutes.

**H0005 TN Rural Group Counseling – Adults and Adolescents:** This service code is reimbursed by state contract. This service must be provided at least 20 miles, one way, from the accredited agency's home station or with Division approval. Adolescents can be billed using this code if the client is denied Medicaid/CHIPs and completes the financial eligibility documentation referred to in the Contract Preamble. A unit of service is 15 minutes.

**H0005 HA TN Rural Group Counseling – Adolescent:** This service code is reimbursed by Medicaid. This service must be provided at least 20 miles, one way, from the accredited agency's home station or with Division approval. A unit of service is 15 minutes.

**H0005 HD TN Rural Group Counseling – Pregnant Women:** The primary funding source for this code is Medicaid. This service must be provided at least 20 miles, one way, from the accredited agency's home station or with Division approval. A unit of service is 15 minutes.

**H2011 Crisis Intervention Services - Adults:** This service code is reimbursed with contract funds. Adolescents can be reimbursed with contract funds using this code if the client is denied Medicaid/CHIPs and completes the financial eligibility documentation referred to in the Contract Preamble. A unit of service is 15 minutes.

**H2011 TN Crisis Intervention Services/Rural – Adults:** This service code is reimbursed with contract funds and must be provided at least 20 miles, one way, from the accredited agency's home station or with Division approval. Adolescents can be reimbursed with contract funds using this code if the client is denied Medicaid/CHIPs and completes the financial eligibility documentation referred to in the Contract Preamble. A unit of service is 15 minutes.

**H2011 HA Crisis Intervention Services – Adolescent:** This service code is reimbursed by Medicaid. A unit of service is 15 minutes.

**H2011 HA TN Crisis Intervention Services/Rural – Adolescent:** This service code is reimbursed by Medicaid and must be provided at least 20 miles, one way, from the accredited agency's home station or with Division approval. A unit of service is 15 minutes.

**H2011 HD Crisis Intervention Services - Pregnant Women:** The primary funding source for this code is Medicaid. A unit of service is 15 minutes.

**H2011 HD TN Crisis Intervention Services/Rural - Pregnant Women:** The primary funding source for this code is Medicaid and must be provided at least 20 miles, one way, from the accredited agency's home station or with Division approval. A unit of service is 15 minutes.

**Additional Information about H2011: Crisis Intervention Services:**

1. A limit of 8 units (2 hours) is permitted for each crisis situation per person, per day, with an annual limit of 24 units (6 hours).
2. The 24 unit maximum is a cumulative total of the time billed by all State contracted providers per 12 month period.
3. Crisis Intervention billable units include both face to face and over the phone contacts.
4. Crisis Intervention services are not to be billed after a client is entered into an ASAM level of care.

**H2022 Early Intervention Services:** The Division will reimburse a maximum of 192 units (48 hours) per year per client for alcohol and drug intervention services. A unit of service is 15 minutes.

**T1006 Local Family/Couple Counseling:** This category is reimbursed by state contract. A unit of service is 15 minutes.

**T1006 TN Rural Family/Couple Counseling:** This category is reimbursed by state contract. Rural services must be provided at least 20 miles, one way, from the accredited agency's home station or with Division approval. A unit of service is 15 minutes.

**T1007 Collateral Contacts/Referral:** This service code is limited to non-gambling clients. This service requires an ASAM Level Admission Record in STARS. Agencies may combine multiple collateral contacts, which are less than 15 minutes in length, made on behalf of a single client and submit for billing. Collateral communications may be in person, over the phone or electronic communication and must be documented in the client's record. A unit of service is 15 minutes.

**Clinically Managed Low Intensity Residential Services: Level III.1**

**H0016 HD Clinically Managed Low Intensity Residential - Pregnant Women and/or Women w/ Dependent Children:** Clients must be pregnant substance abusing women and/or substance abusing women with children. This service code is reimbursed by state contract, and prior authorization from the Division is required. A unit of service is one day.

**Intensive Inpatient (Residential) Treatment: Level III.7**

**H0019 HD Medically Monitored Intensive Inpatient Treatment for Pregnant Women and/or Women w/ Dependent Children:** Clients must be pregnant substance abusing women and/or substance abusing women with children. This service code is reimbursed by state contract or Medicaid, and prior authorization from the Division is required. A unit of service is one day.

**Recovery Support Services**

**H2015 Recovery Support Services:** Billable contacts include both face to face and over the phone. This service is limited to a total of 192 units (48 hours) of contact over the first year subsequent to the initial contact for each client. Initial contact can be either the first pre-treatment contact or actual treatment contact. This service code is reimbursed by state contract. A unit of service is 15 minutes.

**South Dakota Women's Prison Intensive Methamphetamine Treatment Program**

Phases 1 and 2 are completed within the South Dakota Women's Prison. Contracted community agencies provide Phases 3 and 4 using the codes below. These service codes are to be used **only** for women involved in the Intensive Methamphetamine Treatment Program through the Solem Public Safety Center (Women's Prison).

**H0016 HG Clinically Managed Low Intensity Residential Intensive Meth Treatment (IMT Women) Phase 3:** Agencies are not allowed to charge the client above the Division's reimbursement rate for this level of care. A unit of service is one day.

**H0004 HG Local Individual Counseling for the Intensive Methamphetamine Treatment Program (IMT Women) Phase 4:** This service code is reimbursed by state contract for the first 90 days a client is in Phase 4. After the first 90 days, the client is responsible for payment. A unit of service is 15 minutes.

**H0005 HG Local Group Counseling for the Intensive Methamphetamine Treatment Program (IMT Women) Phase 4:** This service code is reimbursed by state contract for the first 90 days a client is in Phase 4. After the first 90 days, the client is responsible for payment. A unit of service is 15 minutes.