

Central Iowa Community Services Provider and Program Participation Agreement

THIS PROVIDER AND PROGRAM PARTICIPATION AGREEMENT (“Agreement”), entered into this First day of July, 2019, is by and between Central Iowa Community Services (“CICS”) and Friendship Club (“**Provider**”).

RECITALS:

A. CICS is a governmental entity organized under Chapter 28E of the Code of Iowa, governed by its Governing Board. Mental health and disability services are funded and administered by CICS within the scope and according to the criteria of the Regional Management Plan. CICS desires to contract with Provider to provide Covered Services for the benefit of CICS Individuals.

B. Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health, intellectual disabilities, and/or developmental disability services and desires to contract with CICS to provide Covered Services for the benefit of CICS Individuals.

C. An effective service delivery environment should be based on individualized, person centered, strengths-based practices which are trauma informed, co-occurring capable, culturally competent and utilize the 5 Star Quality Model.

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

SECTION 1 Definitions

Administrative Team: Community Service Directors of Region member counties.

CICS Governing Board: The board of CICS responsible for governing CICS.

CICS Individual: A person who is eligible and authorized to receive funding as defined in the Regional Management Plan as approved by the Director of the Department of Human Services, State of Iowa.

Co-payment: The amount that may be charged to CICS Individual at the time services are rendered.

Covered Services: Services enumerated in the Regional Management Plan, as approved by the Director of the Department of Human Services, State of Iowa.

HIPAA: Collectively, the Health Information Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and all implementing regulations.

Individual Authorization: An Individual Authorization is a standard form, signed by an individual, to allow disclosure of the individual's Protected Health Information. The form must comply with HIPAA and all other applicable federal and state laws. The individual may revoke the Individual Authorization at any time in accordance with its terms.

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

Region: The inter-governmental entity created under Chapter 28E of the Code of Iowa and Section 331.390 of the Code of Iowa that includes member counties of CICS.

Regional Management Plan: CICS' plan, developed pursuant to Iowa Code Section 331.393, for providing an array of cost-effective individualized services and supports that assist CICS Individuals in the Region to be as independent, productive, and integrated into the community as possible, within the constraints of the services fund.

SECTION 2

Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each CICS Individual who is authorized by the Administrative Team or Administrative Team designee ("Designee") to receive such services to the extent designated in Attachment A, Service Definitions and Rates. Such services shall be rendered in compliance with applicable laws and regulations and the Regional Management Plan. Provider shall provide Covered Services in a manner that: (a) documents the services provided, in conformance with applicable federal, state and local laws and regulations and the Regional Management Plan, and (b) protects the confidentiality of the CICS Individual's medical records, including, without limitation, any Protected Health Information. Provider may decline providing services to a CICS Individual provided that Provider communicates this decision to Administrative Team or Designee within twenty-four (24) hours of declining such services.

Section 2.2 Compliance with the Regional Management Plan. Provider and its staff shall be bound by and provide Covered Services in compliance with the Regional Management Plan. Failure to comply with the Regional Management Plan may result in sanctions including, without limitation, the loss of reimbursement and/or termination of the Agreement. If Provider does not agree with the sanction, Provider may appeal such action to the CICS Governing Board. The decision of the CICS Governing Board shall be final and conclusive and non-appealable.

Section 2.3 Authorization and Notification Requirements. All Covered Services provided to CICS Individuals by Provider must be authorized by CICS prior to or at the time of rendering services or in accordance with the Regional Management Plan. The Regional Management Plan

shall not diminish Provider's obligation to render Covered Services consistent with the applicable standard of care. Provider shall be required to obtain from each CICS Individual an Individual Authorization that allows Provider to disclose any information about the Individual to CICS.

Section 2.4 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow CICS access to books, records, or cost reports as needed to establish rates or for purposes of appeals, utilization, grievance, claims payment review, individual medical records review, or financial audits, during the term of this Agreement and seven (7) years following its termination. Provider shall obtain any necessary Individual Authorization to allow CICS to exercise its rights under this Agreement.

Section 2.5 Licenses. At all times, Provider and the providers it employs or contracts with to provide services to CICS Individuals shall have all necessary licenses and certifications to perform the Covered Services.

SECTION 3
Service Delivery and Assessment

Section 3.1 Service Delivery

The Region encourages the use of Evidence Based Practices, Research Based Practices and Promising Practices in service delivery.

Section 3.2 Service Assessment

The Region is charged with the responsibility of collecting Outcome measurement information. Measures in the following areas have been developed:

- Access
- Community Integration
- Competitive Employment
- Housing
- Somatic Care
- Administrative

Provider is required to follow the reporting requirements for any checked outcome measures. If the Region implements additional measures, this contract will be amended to reflect said changes.

Section 3.3 Incentives

Provider may qualify for incentive payments if it meets reporting and outcome participation requirements established by CICS.

SECTION 4 **Claims Submission and Payment**

Section 4.1 Claims Submission. Provider agrees to submit all claims for Covered Services in accordance with the Regional Management Plan.

Section 4.2 Claims Payment. CICS will pay claims for Covered Services in accordance with the Regional Management Plan.

Section 4.3 Compensation to Provider. Provider agrees to accept payment from CICS for Covered Services provided to CICS Individuals under this Agreement as payment in full, less any Co-payment or other amount that is due from CICS Individuals for such services. Provider shall not negotiate and/or accept lower rates or more favorable terms than those provided for in this Agreement from any other Region or county. Rates of compensation for Covered Services are set forth in Attachment A, Service Definitions and Rates.

SECTION 5 **Relationship Between the Parties**

Section 5.1 Relationship Between CICS and Provider. The relationship between CICS and Provider is solely that of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency, or joint venture. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

SECTION 6 **Liability Insurance**

Section 6.1 Provider Liability Insurance. Provider agrees to carry professional liability and comprehensive general liability insurance (claims-made with appropriate tail coverage or occurrence-based), at its own expense, each in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, covering any claims with respect to Covered Services that may arise out of an incident occurring during the term of this Agreement. Such insurance shall include coverage for claims in connection with the performance of Provider's responsibilities under this Agreement. Provider shall furnish to CICS, from time to time, as requested by CICS, proof of such insurance, which proof will include the name of the carrier, effective dates of coverage and coverage amounts.

SECTION 7

Laws and Regulations

Section 7.1 Laws and Regulations. Provider represents, covenants, and warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws.

Section 7.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individual based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability. Provider agrees to ensure mental health and disability services are rendered to CICS Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 7.3 Equal Opportunity Employer. CICS counties are equal employment opportunity employers. CICS supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability, or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with this policy.

Section 7.4 Confidentiality of Records. CICS and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to CICS Individuals under this Agreement in accordance with any applicable laws and regulations, including, without limitation, HIPAA. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from CICS about CICS Individuals, it is fully bound by federal and state laws and regulations, including, without limitation, HIPAA, governing the confidentiality of medical records, mental health and disability services records, and Protected Health Information.

SECTION 8

Term and Termination

Section 8.1 Term. The term of this Agreement shall be for a period of one (1) year commencing on the date first above written, or until the end of the current fiscal year, whichever occurs first.

Section 8.2 Termination Without Cause. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice of termination to the other party.

Section 8.3 Termination With Cause by CICS. CICS shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation or the license of any provider employed by or contracted with Provider to perform services under this Agreement; (b) Provider's loss of any liability insurance required under this Agreement; or (c) bankruptcy filing by the Provider.

Section 8.4 Termination by Provider. Provider may terminate this Agreement pursuant to Section 9.2 or 9.3; provided that Provider notifies CICS within thirty (30) days of the effective date of such amendment of its disagreement with such amendment.

Section 8.5 Termination for Breach. Either party shall have the right to terminate this Agreement for material breach of this Agreement by the other party that is not cured within thirty (30) days after written notice to the other party is provided.

Section 8.6 Information to CICS Individuals. Provider acknowledges the right of CICS to inform CICS Individuals of Provider's termination of this Agreement and agrees to cooperate with CICS in deciding on the form of such notification.

Section 8.7 Continuation of Services After Termination. Upon request by CICS for up to sixty (60) days upon termination notification, Provider shall continue to render Covered Services in accordance with this Agreement until CICS has transferred CICS Individuals to another provider or until such CICS Individual(s) are discharged.

Section 8.8 Notices to CICS. Any notice, request, demand, waiver, consent, approval or other communication to CICS which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

CICS Operations Officer
126 S. Kellogg Ave., Ste. 001
Ames, IA 50010

Section 8.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Friendship Club
Attention: Linn Adams
1201 14th Ave.
Eldora, IA 50627

SECTION 9 **Amendments**

Section 9.1 Amendment. Subject to Sections 9.1 and 9.2, this Agreement may be amended at any time only by the mutual written agreement of the parties.

Section 9.2 Regulatory Amendment. CICS may amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice. If

the Provider does not agree with the amendment, Provider may terminate this Agreement as provided in Section 8.4.

Section 9.3 Regional Management Plan Amendment. CICS may also amend this Agreement to comply with changes in the Regional Management Plan and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice. If Provider does not agree with the Amendment, Provider may terminate this Agreement as provided in Section 8.4.

SECTION 10

Other Terms and Conditions

Section 10.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to CICS Individuals in Provider's geographical area. CICS reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 10.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of CICS. Any assignment not in accordance with this Section 10.2 shall be null and void.

Section 10.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to CICS. Mutual agreement must be obtained between Provider, CICS, and any subcontractor.

Section 10.4 Entire Agreement and Amendments. This Agreement and its attachments constitute the entire agreement between CICS and Provider, and supersedes or replaces any prior agreements between CICS and Provider relating to its subject matter. This Agreement may be amended only pursuant to a written document executed by both parties.

Section 10.5 Rights of Provider and CICS. Provider agrees that CICS may use Provider's name, address, telephone number, description of Provider, and Provider's care and specialty services in any promotional activities. Otherwise, Provider and CICS shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 10.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way affect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 10.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

Section 10.8 Execution. This Agreement has been executed by the parties hereto, through their duly authorized officials.

Section 10.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (but without regard to provisions thereof relating to conflicts of laws).

Section 10.10 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein made confer, upon any person other than the parties to this Agreement and their respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

Section 10.11 Survival. Sections 2.4, 6.1, 8.6, 8.8, 8.9, and Section 10 shall survive any termination of this Agreement.

Section 10.12 Waiver of Jury Trial. EACH PARTY HEREBY UNCONDITIONALLY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DEMAND OR OTHER MATTER WHATSOEVER ARISING OUT OF THIS AGREEMENT.

Central Iowa Community Services:

Friendship Club:

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: Chair, CICS Governing Board

Print Title: _____

Date: _____

Date: _____

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
Friendship Club**

Chart of Account	Service Description	Unit of Service	Rate
42366	Drop In Center	monthly	*see other terms section
33399	Emergency Assistance for Basic Needs	N/A	\$3122.00 Maximum for contract period

OTHER TERMS:

Medicaid/MCO floor rate may be honored if higher than the CICS Contracted Rate. Please send documentation of the Medicaid/MCO rate to the Operations Officer for consideration of the rate adjustment. If the rate adjustment is approved by CICS this will be executed through a written document with the CICS CEO and the Provider with the effective date as the month following the receipt of the rate documentation. A CICS contract amendment will not be required in these situations.

Modifications to Section 3.2 Service Assessment may be executed through a written agreement between CICS and Provider.

*\$5,869.00 is the monthly amount to be billed/reimbursed for Drop In Center services when all employee positions are filled. If employee positions are unfilled at any time, provider needs to notify CICS to determine a monthly reimbursement up to the \$5,869.00 based on the budget provided for this Agreement. At time of monthly billing submission, provider will submit documentation of participant names for month billed.

For Emergency Assistance for Basic Needs receipt documentation needs to be submitted with invoice.

Central Iowa Community Services:

By: _____

Print Name: _____

Print Title: Chair, CICS Governing Board

Date: _____

Friendship Club:

By: _____

Print Name: _____

Print Title: _____

Date: _____

