

**2003 Senate Bill 123 Treatment Provider Agreement
(Insurance, Billing, Receipts and
Payment for Services for Treatment and Assessment)**

Provider's Name: _____

Physical Address (street, city, state & zip): _____

This Provider Agreement is between the Kansas Sentencing Commission and the Treatment Provider ("provider") listed above.

Purpose: To ensure that any and all insurance coverage is billed appropriately and that available funds are collected and submitted to the Kansas Sentencing Commission to offset state expenditures for Senate Bill 123 treatment.

The Provider's Role:

The provider must participate actively in the identification of insurance coverage for payment on behalf of the offender receiving treatment services under Senate Bill 123 (SB 123). At the time the provider obtains information from the offender, court services, or community corrections, the provider must also ask if insurance coverage exists. If insurance coverage exists, the insurance company must be identified on the Treatment Provider Monthly Insurance Report form (attached). The provider must also mark item number 19 (Insurance Pending) on the Invoice for Purchase of Service form. The provider must list all offenders under SB 123 to whom the provider has provided or is providing services to in this billing period or has received insurance payment for under Senate Bill 123 in this billing period on the Treatment Provider Monthly Insurance Report form. The Treatment Provider Monthly Insurance Report form shall be completed and sent to the Kansas Sentencing Commission (KSC) monthly. The provider must submit claims to each identified insurance company and identify the date on which the claim was submitted on the Treatment Provider Monthly Insurance Report form.

The contribution providers can make in identifying insurance coverage for SB 123 clients is significant.

Providers have an obligation to report the existence of insurance to KSC and to the community corrections supervising officer. Cooperation is essential to the continued functioning of treatment provided under SB 123 and to assure prompt payment.

Providers shall not seek to collect any monies for treatment provided under SB 123 from offenders, any financially responsible relative or representative of the offender for pending services or services rendered. Two modalities provide exception to this statement:

- (1) re-integration/halfway house (extended stay) where the offender is responsible for contributions to payment in excess of the state reimbursement cap. This modality has a cap of 37 dollars per day; and
- (2) drug abuse education which is full offender pay. This modality has a cap of 100 dollars.

If an insurance company makes any payment to a provider after the KSC has made payment, the provider must notify and reimburse the KSC the full amount of payment by the insurance company within one month of receiving such payment by submission on the Treatment Provider Monthly Insurance Report form. It is important that providers maintain adequate records of insurance recovery efforts for a period of time not less than five years.

TERMS AND REQUIREMENTS

1. Rules, Regulations, Policies

When an offender, court services, or community corrections officer has identified insurance coverage, providers must submit claims for services to the identified insurance company. If community corrections has not identified whether an offender has insurance coverage the provider shall ask the offender if they have medical and/or health insurance and identify this information on the Invoice for Purchase of Service form and the Treatment Provider Monthly Insurance Report form sent to KSC.

The provider agrees to participate in providing treatment to offenders sentenced under SB 123 and to comply with all applicable requirements for participation as set forth in the text of SB 123, SB 123 Alternative Sentencing Policy for Drug Offenders Implementation Manual (Manual) and program policies implemented by the KSC and the Kansas Department of Corrections (KDOC). The provider also agrees to comply with all state and federal laws and regulations applicable to services delivered and professional services.

The provider agrees that the Manual, revisions and program policies are incorporated by reference in this provider agreement and shall be read promptly.

The Manual makes available to the treatment providers informational and procedural material needed for the prompt and accurate filing of Invoice for Purchase of Service forms for services rendered to offenders under SB 123. The Manual is not a complete description of all aspects of the SB 123 program. Should a conflict occur between the Manual material, program policies or laws regarding SB 123, the latter takes precedence.

From time to time, program policies may change. The KSC will send the provider notification in the form of bulletins and revised Manual pages. Upon publication of those revised Manual pages, the provider agreement between providers and the KSC is amended by the most current material. It is important that all revisions be placed in the appropriate section of the Manual and obsolete pages removed when applicable. The provider may wish to keep obsolete Manual pages to resolve coverage questions for previous time periods. All versions will be dated and numbered.

2. Primary Insurance

The offender, court services or community corrections is the provider's first source of information concerning the availability of insurance for the SB 123 offender. In the event that insurance coverage is identified but payment for services required under SB 123 is denied, the provider shall request the insurance carrier to state in a letter that the specified service is not covered by their insurance company. The insurance carrier's letter must be on insurance company letterhead. No other documentation of denial of coverage is acceptable. A copy of the denial letter

shall be submitted to KSC and a copy shall be shared with the community corrections supervising officer.

3. Record Keeping and Retention

The provider agrees that standardized definitions, accounting, statistics and reporting practices which are accepted widely in the provider field shall be followed. All records necessary to disclose fully the payments claimed and services rendered shall be maintained accurately in a manner which is retrievable for a period of not less than five years.

4. Access to Records, Privacy, Confidentiality, Security and Routine Review

The provider agrees that routine reviews may be conducted by the KSC, or its designee of services rendered and payments claimed for offenders under SB 123. During such reviews the provider is required to furnish records of services rendered and payments submitted to KSC on the Invoice for Purchase of Services forms. If these records are retained on a computer, a hard copy of the records must be made available when requested. Providers shall follow all applicable state and federal laws and regulations related to privacy, confidentiality and security.

A provider who receives a request from the KSC or its designee for access to or inspection of documents and records related to payment and reimbursements for services for offenders sentenced pursuant to SB 123 must comply promptly and reasonably with access to the records. A provider must not obstruct any audit, review or investigation, including relevant questioning of employees of the provider. The provider shall not charge a fee for retrieving and copying such documents and records related to compliance with reviews, audits, and complaint investigations.

5. Claims for Services Rendered

The provider agrees that the services listed on all Invoice for Purchase of Service forms are necessary for state payment for treatment of the offender pursuant to SB 123. Further, the provider agrees that these services are rendered personally by the provider or persons under the provider's personal direction and the charges for such services are just, unpaid at the time of the Invoice submission, and actually due. Further, the provider agrees that the information provided on the Invoice for Purchase of Service form is true, accurate and complete.

Providers shall not bill KSC for missed appointments. However, such offender behavior shall be communicated to the community corrections supervising officer immediately so appropriate supervision action may be taken. Missed appointments are not a distinct reimbursable service, but a part of the providers' overall cost of doing business.

6. Timely filing of claims

The provider agrees that all Invoice for Purchase of Service forms must be received by the Kansas Sentencing Commission's fiscal agent within sixty days (60) from the date services were provided.

7. Payment

The provider agrees to accept as payment in full the amount paid by the KSC in accordance with the agreement reached between the Community Corrections agency and the provider and is in the established cost caps for the treatment modality billed for treatment of the SB123 offender. The provider shall send all insurance payments to KSC within one month of receiving payment from the insurance company. The provider shall include with payment, the offender name, KDOC number, court case number and the county of the SB 123 conviction. If a payment received by a provider from an insurance company is for more than one client to whom the provider is providing services, the provider shall redact the non-SB 123 client(s) name(s) for confidentiality purposes and submit a copy of the letter from the insurance company which accompanied such insurance proceeds. The provider shall submit the entire payment from the insurance company for services to the SB 123 offender to KSC.

If a provider receives payment from an insurance company after KSC has made payment to the provider, the provider must reimburse the KSC the full amount paid by the insurance company for the specified offender. **The provider shall not combine and keep both payments nor shall the provider select to retain the insurance payment in lieu of payment by KSC.**

In the unlikely event a payment received from an insurance company is for an amount in excess of the amount billed or charged for services, KSC will return the excess amount to the insurance company. A copy of the letter indicating the amount of the return will be sent to the treatment provider for informational purposes.

8. Overpayment Errors

The provider agrees that in any event it received payment for services from KSC in an amount in excess of the payment designated on an Invoice for Purchase of Service form for an offender, the provider must notify and return the overpayment portion to KSC without delay. The provider cannot keep the overpayment and apply that amount to another offender's cost for treatment nor may the provider keep the overpayment and apply that amount to current or future cost for treatment for said offender or any other client.

9. Fraud

The provider understands that payment for treatment for services under SB 123 is made from state funds and that any false claims, statements or documents or concealment of a material fact may be prosecuted under applicable state law. The provider acknowledges that the submission of a false Invoice for Purchase of Service form, Treatment Provider Team Meeting Documentation Form, or other false information, charging KSC for services not performed, or giving or receiving a monetary incentive or bribe in relationship to treatment services for SB 123 offenders are crimes subject to prosecution under applicable federal and/or state law.

10. Termination

Failure to follow terms established under this agreement may result in KDOC withdrawing certification for treatment of SB 123 offenders.

11. Provider Standards

The provider agrees to comply with all state and federal laws, regulations, and professional standards applicable to services and professional activities provided to offenders sentenced to treatment under SB 123 and to those offenders being assessed for substance abuse needs under a potential SB 123 sentence.

12. Provider Agreement Term and Effective Date

This Provider Agreement shall be continuous and ongoing as long as the provider retains SB 123 treatment certification pursuant to KDOC policies.

Signature of the provider:

I certify by my signature, under penalty of perjury, that I am the individual named on page one of this Provider Agreement or I am duly authorized by the person listed on the page one of this Provider Agreement, to bind such company, organization, or treatment provider to the terms of this Provider Agreement and that I have read and understood the Provider Agreement.

Provider signature:

By:

Title:

Date:

Acceptance by the Executive Director of the Kansas Sentencing Commission:

By:

Title: Executive Director

Date:

Distribution:

- One copy remains with Certified Treatment Provider
- One copy remains with Kansas Sentencing Commission
 - *no invoices for services can be processed by the Sentencing Commission if this agreement is not in place*