



Eric Holcomb, Governor  
State of Indiana

**Division of Mental Health and Addiction**  
402 W. WASHINGTON STREET, ROOM W353  
INDIANAPOLIS, IN 46204-2739  
317-232-7800  
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## **DMHA Electronic Billing System – Designated Agency Agreement**

This agreement is entered into by Family and Social Services Administration, Division of Mental Health and Addiction, and --- (Agency), under the terms and conditions set forth below. This agreement authorizes the Agency to operate as a DMHA Electronic Billing System (DEBS) Provider. In consideration for this Agreement, the parties agree as follows:

### **1. Access to Records.**

The Agency and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. Agency shall make such records available at their respective offices at all reasonable times during this Agreement, and for seven (7) years from the date of final payment under this Agreement, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

### **2. Audits.**

The Agency acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Agency to be a “Contractor” under 2 C.F.R. 200.330 for purposes of this Agreement. However, if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Agency shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

### **3. Authority to Bind Agency.**

The signatory for the Agency represents that he/she has been duly authorized to execute this Agreement on behalf of the Agency and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Agency when his/her signature is affixed, and accepted by the State.

### **4. Client Record Requirements.**

Agency shall maintain a record on each individual in a confidential manner, and secure consent for the release of client information in accordance with State and Federal Regulations, including 42 CFR Part 2, HIPAA and any other applicable federal or state laws.

Agency shall adhere to all relevant FSSA Application Security policies located at



<http://in.gov/fssa/4979.htm> for any related activities provided to FSSA under this agreement. Agency is responsible for validating that any subcontractors they engage will also comply with these policies. Any exceptions to these policies require written approval from the FSSA Privacy & Security Office.

Agency shall include in all individual records any items required by the State, including but not limited to the patient's:

1. DMHA Electronic Billing System Referral;
2. GPRA assessment for State Opioid Response funded services with documented opioid use disorder diagnosis; a stimulant use disorder may also qualify with DMHA approval
3. Letter of attestation that the individual has access to all three FDA approved medications to treat opioid use disorder;
4. Documentation of individual's in/out log (recovery residence only);
5. Release of Information Forms (if requested);
6. Billing Claims;
7. Clinical or therapeutic intervention treatment plan (MAT only)

## 5. Compliance with Laws.

A. The Agency shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the Contractor to determine whether the provisions of this Agreement require formal modification.

B. The Agency and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Agency has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the Agency shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this agreement.** If the Agency is not familiar with these ethical requirements, the Agency should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Agency or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the Agency. In addition, the Agency may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Agency certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Agency agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Agency. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agency suspended until the Agency is current in its payments and has submitted proof of such payment to the State.

D. The Agency warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Agency agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Agreement.

E. If a valid dispute exists as to the Agency's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Agency, the Agency may request that it be allowed to continue, or receive work, without delay. The Agency must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The Agency warrants that the Agency and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

G. The Agency affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

(1) The Agency and any principals of the Agency certify that:

(A) the Agency, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the Agency will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Agency and any principals of the Agency certify that an affiliate or principal of the Agency and any agent acting on behalf of the Agency or on behalf of an affiliate or principal of the Agency, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

I. Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law. (SAMHSA Required)

## **6. Compliance with Health and Safety Regulations.**

Agency agrees to service all clients that comply with all applicable local, state and federal health, safety and occupational codes, including the Americans with Disabilities Act of 1990.

## **7. Debarment and Suspension.**

A. Agency certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Agency.

B. Agency certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. Agency shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State’s request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

## **8. Drug-Free Workplace**

The Agency hereby covenant and agrees to make a good faith effort to provide and maintain a drug free workplace as defined in Executive Order No. 90-5. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

### **9. Employment Eligibility Verification.**

As required by IC §22-5-1.7, the Agency swears or affirms under the penalties of perjury that the Agency does not knowingly employ an unauthorized alien. The Agency further agrees that:

- A. The Agency shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Agency is not required to participate should the E-Verify program cease to exist. Additionally, the Agency is not required to participate if the Agency is self-employed and does not employ any employees.

B. The Agency shall not knowingly employ or contract with an unauthorized alien. The Agency shall not retain an employee or contract with a person that the Agency subsequently learns is an unauthorized alien.

C. The Agency shall require its subcontractors, who perform work under this Agreement, to certify to the Agency that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Agency agrees to maintain this certification throughout the duration of the term of an agreement with a subcontractor.

The State may terminate for default if the Agency fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

#### **10. Governing Law.**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

#### **11. Indemnification**

The Agency agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Agency and/or its subcontractors, if any, in the performance of this Agreement. The State shall not provide such indemnification to the Provider.

#### **12. Licensing Standards.**

The Agency, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Agency pursuant to this Agreement. The State will not pay the Agency for any services performed when the Agency, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Agency shall notify the State immediately and the State, at its option, may immediately terminate or suspend this Agreement.

#### **13. Nondiscrimination.**

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Agency covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Agency certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph

shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Agency or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Agency and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**14. Non-Supplantation.**

Agency shall ensure that DMHA Electronic Billing System is the funding source of last resort. If services offered can be paid for by other state, federal programs/grants, insurance (e.g. Substance Abuse Prevention and Treatment Block Grant, H.I.P. 2.0, Medicaid, Vocational Rehabilitation, Recovery Works, etc.), DMHA Electronic Billing System cannot be billed for the services. If an individual qualifies for services through another voucher or invoice based recovery program is ineligible for the same services through DMHA Electronic Billing System, Agency shall refer the individual back to the issuer of the original voucher or invoice for any additional services requested.

**15. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to: **(Include contact name and/or title, name of agency & address)**

Division of Mental Health and Addiction  
Attn: DMHA Electronic Billing System  
402 W Washington Street, Rm W353  
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to: **(Include contact name and/or title, name of vendor & address)**

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**16. Payments.**

All payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Agency in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC §4-13-2-20.

### **17. Personnel or Volunteer Minimum Requirements.**

Agency shall ensure that all personnel or volunteers possess the education and experience sufficient to meet the requirements of state and federal law.

### **18. Program Policies.**

Agency shall establish and maintain a written body of policies governing the rights and conduct of employees and, including admission, discharge and expulsion of participants, other program expectations, and appeals procedure for individuals admitted to the agency under DMHA Electronic Billing System.

### **19. Referral to an Alternative Agency.**

If a DMHA Electronic Billing System participant objects to the services and/or character of a provider or the agency while receiving DEBS support services, the Agency shall, within one (1) week from the date of the objection, refer the participant back to another DMHA certified alternative DEBS service provider.

### **20. Religious Character and Independence (SAMHSA required).**

Agency understands that a religious organization who provides services for DEBS will retain its independence from Federal, State, local governments and may continue to carry out its mission, including the definition, practice and expression of its religious beliefs. Faith-based organizations may use space in their facilities to provide services supported by DEBS, without removing religious art, icons, scriptures, or other symbols. In addition, a religious organization retains the authority over its internal governance, and it may retain religious terms in its organization's name, select board members on a religious basis, and include religious references in its organization's mission statement and other governing documents.

### **21. Staff Changes.**

Agency shall provide written notice to the State of all staffing changes involving executive level employees or individuals with clinical privileges within ten (10) business days.

### **22. Subcontractor.**

The Provider shall assure that all work performed under this agreement, whether done by the Provider or any subcontractor, is performed in full compliance with this Agreement, the Policy and Procedure Manual and all applicable professional standards.

### **23. Suspension of Ability to Accept Patients.**

State may suspend Agency from accepting new clients if the State reasonably believes that Agency's actions endanger life and safety or if the Agency is found to be under investigation by any state, local or federal entity. In the absence of such immediate danger or evidence of such an investigation, State may terminate this Agreement as provided in Section 24.

### **24. Termination.**

The State may, by written notice to the Agency, terminate the Agency Agreement for any of the following reasons:

1. If the Agency fails to comply with this Agreement, the State shall notify the Agency in



writing of their failure to comply. The Agency shall have thirty (30) days to remedy such failure. If the Agency fails to remedy such failure, this Agreement may be terminated.

2. If the Agency or any of its officers, employees or agents commits client abuse, neglect or exploitation, malpractice, fraud, embezzlement or other serious misuse of funds during the term of provider agreement, State may terminate this Agreement immediately upon written notice to the Agency.
3. State may immediately terminate this Agreement in the case of financial limitations such as loss or expenditure of funds.
4. The State or the Agency may terminate this Agreement without cause upon thirty (30) days written notice to the other party.
5. The Agency agrees that, the existence of a dispute notwithstanding, it will continue, without delay, to carry out all its responsibilities under this Agreement that are not affected by the dispute.

## **25. Training.**

Agency shall ensure that all its employees, contractors, subcontractors and volunteers complete all training required by the State. All trainings must be completed no later than ninety (90) business days after signature of agreement or after date of hire, whichever is later.

## **26. Work Standards.**

The Agency shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the Agency must replace any and all such individuals upon the State written request.

*The undersigned attest, subject to the penalties for perjury, that he/she is the person of ultimate responsibility, or that he/she is the properly authorized representative, agent, member or officer of the Agency, that he/she has not, nor has any other member, employee, representative, agent or officer of the Agency, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of this Agreement.*

**Agency**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_