

# IOWA MEDICAID INTEGRATED HEALTH HOME PROVIDER AGREEMENT

This Iowa Medicaid Integrated Health Home ("IHH") Provider Agreement (the "IHH Agreement") is entered into on the Effective Date, as noted below, between the State of Iowa, Department of Human Services, (the "Agency") and the Integrated Home Health Provider (the "IHH Provider") (collectively, the "Parties").

Through this IHH Agreement, the IHH Provider agrees to perform services as a health home, a specific designation under 42 U.S.C. § 1396w-4 or 42 U.S.C. § 1396w-4a. The IHH program affords the IHH Provider an opportunity to provide personal, coordinated care to eligible members for a tiered per-member-per-month ("PMPM") fee paid by Iowa Medicaid directly for fee-for-service members and by a member's Medicaid managed care organization ("MCO") for members enrolled with an MCO.

Accordingly, the Parties agree as follows:

- **Section 1. Provider Qualifications.** The IHH Provider shall meet all of the following requirements to provide IHH services in the Iowa Medicaid program.
- **1.1. Accreditation or Licensure.** The IHH Provider shall be accredited or licensed in at least one of the following ways:
  - a) Accreditation as an Iowa Community Mental Health Center or Mental Health Service Provider.
  - b) Licensure as an Iowa licensed residential group care setting or Iowa licensed Psychiatric Mental Institution for Children ("PMIC") facility.
  - c) Nationally accredited by the Council on Accreditation ("COA"), the Joint Commission, or Commission on Accreditation of Rehabilitation Facilities ("CARF") under the accreditation standards that apply to mental health rehabilitative services.
- **1.2 Enrollment and Credentialing.** The IHH Provider shall enroll with lowa Medicaid and enroll and credential with one or more of the MCOs to provide community-based mental health services to the target population.
- **1.3 Self-assessment.** When enrolling and annually, the IHH Provider shall complete and submit to Iowa Medicaid within the time designated by Iowa Medicaid, a self-assessment that ensures that the IHH has a demonstrated capacity to fulfill the requirements of this IHH Agreement.
- **1.4 State Plan, Statutes, and Regulations.** The IHH Provider shall meet and shall ensure that individual providers and practices that are part of the IHH Provider meet the requirements, qualifications, and standards of the Iowa Medicaid State Plan, and state and federal statutes and regulations.

- **1.5** Community-Based Mental Health Services and Staffing. The IHH Provider shall be qualified to provide community-based mental health services to the target population and shall meet the following staffing requirements.
  - a) If the IHH Provider serves adults, it shall have the following staff:
    - Adult IHH Nurse Care Manager,
    - Care Coordinator, and
    - Trained Peer Support Specialist.
  - b) If the IHH Provider serves children, it shall have the following staff:
    - Child IHH Nurse Care Manager,
    - Care Coordinator, and
    - Family Peer Support Specialist.

# Section 2. Provider Obligations.

- 2.1 Qualifying Diagnosis. The IHH Provider shall confirm that each member in the provider's health home has a diagnosis that makes the member eligible for IHH services and document proof of that diagnosis in the member's health records before billing IHH service to the member. For IHH services, the only diagnoses that qualify a member for services are Serious Mental Illness ("SMI") that causes serious functional impairment and substantially interferes with or limits one or more major life activities including functioning in the family, school, employment or community in an adult or Serious Emotional Disturbance ("SED") which resulted in functional impairment that substantially interferes with or limits the child's role or functioning in family, school, or community activities. SED may cooccur with substance use disorder, developmental, neurodevelopmental or intellectual disabilities but those diagnoses may not be the clinical focus for health home services.in a person under the age 18, as such terms are defined in the then current State Plan Amendment authorizing the state to provide health home services.
- **2.2 Full Medicaid Benefits.** The IHH Provider shall confirm that each member in the provider's health home has full Medicaid benefits at the time services are rendered. The IHH Provider shall use the latest Medicaid eligibility file to determine eligibility.
- 2.3 Health Home Provider Selection. The IHH Provider shall ensure that the member has selected the IHH Provider as his or her health home. Passive enrollment with the IHH Provider does not suffice to prove provider selection by the member. The IHH Provider shall not bill for IHH services absent documentation of the member's selection. The IHH Provider shall give potential enrollees information regarding the health home benefit in plain language and in a manner that is accessible to individuals with limited English proficiency and to individuals with disabilities.
- **2.4 Provision of Core Services.** The IHH Provider shall provide at least one of six core services per month to each provider-enrolled member. Absent

documentation of the provision of one of the six core services for each IHH member each month, the IHH Provider shall not bill a PMPM payment for that member. The six core services set forth in Section 1945(h)(4)(B) of the Social Security Act and as such terms are defined in the then current State Plan Amendment authorizing the state to provide health home services are:

- a) comprehensive care management
- b) care coordination
- c) health promotion
- d) comprehensive transitional care and follow-up
- e) patient and family support
- f) referral to community and social support services.
- 2.5 Payment for More Intensive Services. The IHH Provider shall justify and document the need for more intense services if seeking payment of a higher PMPM rate. This includes documentation that shows evidence that the member is enrolled to receive services through the HCBS Habilitation program or the HCBS Children's Mental Health Waiver program.
- 2.6 Legal Compliance. The IHH Provider shall have policies and processes in place to ensure compliance with Federal and State requirements, including but not limited to the statutory, regulatory, and guidance requirements found in state and federal law. The IHH Provider shall maintain documentation of its policies and processes and make those policies and processes readily available to any state or federal officials upon request.
- **2.7 SMDL #10-024.** The IHH Provider shall fulfill all of the requirements of <u>SMDL #10-024</u> including all of the following.
  - 2.7.1 The IHH shall provide quality-driven, cost-effective, culturally appropriate, and person- and family-centered health home services.
  - 2.7.2 The IHH shall coordinate and provide access to high-quality health care services informed by evidence-based clinical practice guidelines.
  - 2.7.3 The IHH shall coordinate and provide access to preventive and health promotion services.
  - 2.7.4 The IHH shall coordinate and provide access to mental health and substance abuse services.
  - 2.7.5 The IHH shall coordinate and provide access to comprehensive care management, care coordination, and transitional care and medication reconciliation across settings. Transitional care includes appropriate follow-up from inpatient care/PMIC/group care to other settings, such as participation in discharge planning and facilitating transfer from a pediatric to an adult system of health care.
  - 2.7.6 The IHH shall coordinate and provide access to chronic disease management, including self-management support to individuals and their families.

- 2.7.7 The IHH shall coordinate and provide access to individual and family supports, including education and referral to community, social support, and recovery and resiliency services.
- 2.7.8 The IHH shall coordinate and provide access to long-term care supports and services.
- 2.7.9 The IHH shall develop a person-centered care plan for each individual that coordinates and integrates all of his or her clinical and non-clinical health-care related needs and services, in collaboration with the lead entity or lowa Medicaid.
- 2.7.10 The IHH shall demonstrate a capacity to use health information technology to link services, facilitate communication among team members and between the health team and individual and family caregivers, and provide feedback to practices, as feasible and appropriate.
- 2.7.11 The IHH shall establish a continuous quality improvement program, and collect and report on data that permits an evaluation of increased coordination of care and chronic disease management on individual-level clinical outcomes, experience of care outcomes, and quality of care outcomes at the population level.
- **2.8 Primary Care Provider.** The IHH Provider shall ensure that each member served by the IHH has an ongoing relationship with a primary care provider, physician, nurse practitioner, or physician assistant.

# 2.9 Continuity of Care Document (CCD).

- 2.9.1 The IHH Provider shall update and maintain the CCD record for each member served by the IHH Provider.
- 2.9.2 The IHH Provider shall ensure that the CCD details all important aspect of the member's medical needs, treatment plan, and medication list
- 2.9.3 The IHH Provider shall share CCD records with the State and its Lead Entity.

#### 2.10 Whole Person Orientation.

- 2.10.1 The IHH Provider shall provide or take responsibility for appropriately arranging care with other qualified professionals for all the member's health care needs. This includes care for all stages of life, acute care, chronic care, preventive services, long-term care, and end of life care.
- 2.10.2 The IHH Provider shall complete status reports to document member's housing, legal issues, employment status, education, custody, and other social determinants of health, as applicable.
- 2.10.3 The IHH Provider shall implement a formal screening tool to assess behavioral health (mental health and substance abuse) treatment needs along with physical health care needs.
- 2.10.4 The IHH Provider shall work with the Lead Entity or Iowa Medicaid to develop capacity to receive members redirected from emergency

- departments, engage in planning transitions in care with area hospitals, and to follow-up on hospital discharges, including Psychiatric Medical Institutions for Children (PMIC).
- 2.10.5 The IHH Provider shall have evidence of bi-directional and integrated primary care/behavioral health services through use of a contract, memoranda of agreement or other written agreements approved by the State.
- 2.10.6 The IHH Provider shall provide letters of support from at least one area hospital and two area primary care practices that agree to collaborate with the IHH on care coordination and hospital/ER notification.
- 2.10.7 The IHH Provider shall advocate in the community on behalf of their members as needed.
- **2.11 Duplication of Services**. The IHH Provider shall be responsible for preventing fragmentation or duplication of services provided to members.

## 2.12 Coordinated/Integrated Care.

- 2.12.1 The IHH Provider shall ensure that the Nurse Care Manager or Care Coordinator is responsible for assisting members with medication adherence, appointments, and referral scheduling, tracking follow-up results from referrals, understanding health insurance coverage, reminders, transition of care, wellness education, health support or lifestyle modification, and behavior changes.
- 2.12.2 The IHH Provider shall utilize member level information, member profiles, and care coordination plans for high risk individuals.
- 2.12.3 The IHH Provider shall incorporate tools and evidenced-based guidelines designed for identifying care opportunities across the age and diagnostic continuum, integrating clinical practices, and coordinating care with other providers.
- 2.12.4 The IHH Provider shall conduct interventions as indicated based on the member's level of risk.
- 2.12.5 The IHH Provider shall communicate with the member and authorized family and caregivers in a culturally appropriate manner for the purposes of assessment of care decisions, including the identification of authorized representatives.
- 2.12.6 The IHH Provider shall monitor, arrange, and evaluate appropriate evidence-based and evidence-informed preventive services.
- 2.12.7 The IHH Provider shall coordinate or provide access to:
  - 2.12.7.1 Mental healthcare
  - 2.12.7.2 Oral Health
  - 2.12.7.3 Long-term care
  - 2.12.7.4 Chronic disease management
  - 2.12.7.5 Recovery services and social health services available in the community

- 2.12.7.6 Behavior modification interventions aimed at supporting health management (including, but not limited to, obesity counseling, tobacco cessation, and health coaching)
- 2.12.7.7 Comprehensive transitional care from inpatient to other settings, including appropriate follow-up
- 2.12.7.8 Crisis services
- 2.12.9 The IHH Provider shall assess social, educational, housing, transportation, and vocational needs that may contribute to disease and present as barriers to self-management.
- 2.12.10 The IHH Provider shall coordinate with Community-based Case Managers (CBCM), Case Manager and Service Coordinators for members that receive service coordination activities.
- 2.12.11 The IHH Provider shall maintain system and written standards and protocols for tracking member referrals.

#### 2.13 Enhanced Access

- 2.13.1 The IHH Provider shall provide assurance of enhanced member and member caregiver (in the case of a child) access, including coverage 24 hours per day, 7 days per week.
- 2.13.2 The IHH Provider shall demonstrate use of email, text messaging, patient portals and other technology to communicate with members as able.

# 2.14 Emphasis on Quality and Safety

- 2.14.1 The IHH Provider shall have an ongoing quality improvement plan to address gaps and opportunities for improvement
- 2.14.2 The IHH Provider shall participate in ongoing process improvement on clinical indicators and overall cost effectiveness specified by and reported to the State
- 2.14.3 The IHH Provider shall demonstrate continuing development of fundamental Health Home functionality through an assessment process applied by the State.
- 2.14.4 The IHH Provider shall have strong, engaged organizational leadership whom are personally committed to and capable of:
  - 2.14.4.1 The IHH Provider shall lead the practice through the transformation process and sustaining transformed practice
  - 2.14.4.2 The IHH Provider shall agree to participate in learning activities including in person sessions, webinars, and regularly scheduled phone calls
- 2.14.5 The IHH Provider shall agree to participate in or convene ad hoc or scheduled meetings to plan and discuss implementation of goals and objectives for practice transformation with ongoing consideration of the unique practice needs for adult members with SMI and child members with SED and their families
- 2.14.6 The IHH Provider shall participate in CMS and State required evaluation activities

- 2.14.7 The IHH Provider shall submit reports as required by the State (e.g., describe IHH activities, efforts and progress in implementing IHH services)
- 2.14.8 The IHH Provider shall maintain compliance with all of the terms and conditions as an IHH provider
- 2.14.9 The IHH Provider shall commit to the use of an interoperable patient registry and certified Electronic Health Record (EHR) within a timeline approved by the Lead Entity or IME, to input information such as annual metabolic screening results, and clinical information to track and measure care of members, automate care reminders, and produce exception reports for care planning.
- 2.14.10 The IHH Provider shall complete web-based member enrollment, disenrollment, members' consent to release to information, and health risk questionnaires for all members.
- 2.14.11 The IHH Provider shall demonstrate use of a certified EHR to support clinical decision making within the practice workflow.
- 2.14.12 The IHH Provider shall demonstrate evidence of acquisition, installation, and adoption of an EHR system and establish a plan to meaningfully use health information in accordance with the federal law.
- 2.14.13 The IHH Provider shall implement state required disease management programs based on population-specific disease burdens. Individual Health Homes may choose to identify and operate additional disease management programs at any time.
- 2.13 Case Management. Provider shall provide Case Management services as defined in and required by Iowa Admin. Code 441-90 to eligible members in an Integrated Health Home. Iowa Admin. Code 441-90 is the minimum Criteria for Intensive Care Management (ICM) for members that are enrolled in the 1915(i) Habilitation Program or the 1915(c) Children's Mental Health Waiver.
- **2.14 Utilization of IMPA**. The IHH Provider shall use the Iowa Medicaid Portal Access ("IMPA") for the management of enrolled Health Home members outlined in the IME Health Home Manual for which IMPA is available.
- **2.15** Report on Quality Measures. The IHH Provider shall report to the State, in accordance with such requirements as the State may specify, on all applicable measures for determining the quality of such services.

# Section 3. Documentation of Services, Consent, and Payment.

3.1 Documentation of Services and Member Consent. The IHH Provider shall maintain adequate supporting documentation in readily reviewable form to assure that all applicable state and federal requirements related to health home services have been met. See Social Security Act § 1902(a)(27); Iowa Admin. Code r. 441-79.3(2)(c)(3). Provider shall not bill for health home services absent any of the following documentation:

### 3.1.1 Eligibility:

- 3.1.1.1 The IHH Provider shall document in the enrolled member's health record that the member has full benefits at the time t services are rendered.
- 3.1.1.2 The IHH Provider shall document in the member's health record proof of the member's diagnosis or diagnoses that confirm eligibility for health home services.
- 3.1.2 Provider Selection: The IHH Provider shall document in the member's health record that the member has selected the IHH Provider as his or her health home. At a minimum, this documentation must indicate that the individual has received information explaining the health home program (including the purpose of the benefit, health home services generally, the individual's right to choose, change, or disenroll from the IHH Provider at any time) and has consented to receive health home services.
- **3.1.3 Services Provided**: The IHH Provider shall document any outreach services provided to specific members in each enrolled member's health record. The IHH Provider shall also document the delivery of at least one core health home service provided to the member each month of health home enrollment.
- **3.1.4 More Intense Services:** The IHH Provider shall document within each member's health record justification for the need for more intense services to support higher PMPM payments. Without adequate documentation, the only permissible payment is the lower payment for basic IHH services.
- **Policies and Processes:** The IHH Provider shall have policies and processes in place to ensure compliance with Federal and State requirements and shall have documentation of policies and processes readily available.

### Section 4. Payment.

For qualifying services provided to eligible beneficiaries by qualified staff, the IHH Provider may bill for IHH services in accordance with the fee schedule published at <a href="https://dhs.iowa.gov/sites/default/files/PMPM\_Billing\_Guidance.pdf">https://dhs.iowa.gov/sites/default/files/PMPM\_Billing\_Guidance.pdf</a> Payment for services may be billed to (a) Iowa Medicaid for fee-for-service members, or (b) for members enrolled with an MCO, the member's MCO. Provider shall not bill for services if the IHH Provider has not satisfied all obligations of state and federal law, including but not limited to the federal statutory requirements (42 U.S.C. § 1396w-4 and 42 U.S.C. § 1396w-4a), all relevant federal guidance, the then-approved State Plan Amendment authorizing the state to provide IHH services, all applicable state administrative rules, and any state guidance.

**Section 5.** Incorporation of Iowa Medicaid Provider Agreement, Form 470-2965. The Iowa Medicaid Provider Agreement, Form 470-2965, posted at <a href="https://dhs.iowa.gov/sites/default/files/470-2965.pdf">https://dhs.iowa.gov/sites/default/files/470-2965.pdf</a> is incorporated into this IHH

Agreement by reference. This IHH Agreement is supplementary to the Provider Agreement. All provisions of the Provider Agreement remain in full force and effect, except to the extent superseded by the specific terms of this IHH Agreement.

# Section 6. General Terms for Service Contracts.

The version of the General Terms for Services Contracts Section posted to the Agency's website at <a href="https://dhs.iowa.gov/contract-terms">https://dhs.iowa.gov/contract-terms</a> that is in effect as of the date of last signature of this IHH Agreement, or a more current version if agreed to by amendment, is incorporated into this Agreement by reference. The contract warranty period (hereafter "Warranty Period") referenced within the General Terms for Services Contracts is the term of this IHH Agreement. For purposes of this incorporation paragraph, this IHH Agreement constitutes the Contract Declarations and Execution Section as well as the Special Terms.

## **Section 7.** Contingent Terms for Service Contracts.

The version of the Contingent Terms for Services Contracts posted to the Agency's website at <a href="https://dhs.iowa.gov/contract-terms">https://dhs.iowa.gov/contract-terms</a> that is in effect as of the date of last signature in the Contract Declarations and Execution section, or a more current version if agreed to by amendment, is incorporated into this IHH Agreement by reference. All of the terms set forth in the Contingent Terms for Service Contracts apply to this IHH Agreement unless indicated otherwise in the table below:

Contractor a Business	Contractor a Qualified Service	
Associate? Yes	Organization? Yes	
Contractor subject to Iowa Code Chapter 8F? No. (Funding is from Title XIX)	Contract Includes Software (modification, design, development, installation, or operation of software on behalf of the	
	Agency)? No.	
Contract Payments include Federal Funds? Yes  The Contractor for federal reporting purposes under this Contract the IHH Provider is a: vendor		
The Name of the Pass-Through Entity: Iowa Department of Human Services		
CFDA #: xxxxxx Grant Name: Title XIX: Medical Assistance	Federal Awarding Agency Name: CMS	

### Section 7. Effective Date, Term & Termination

**7.1 Effective Date.** This IHH Agreement is effective on the date that the last party executes this IHH Agreement as indicated by the date stated under the party's signature below.

- **7.2 Term.** This IHH Agreement's term begins on the Effective Date and ends on the day preceding the third anniversary of the Effective Date, unless terminated in accordance with the provisions of this IHH Agreement.
- **7.3 Termination.** If the primary Medicaid Provider Agreement (Form 470-2965) between the Integrated Health Home and the Iowa Medicaid Enterprise terminates, this IHH Agreement automatically terminates.

### **Contract Execution:**

In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties have entered into this IHH Agreement and have caused their duly authorized representatives to execute this IHH Agreement.

Provider (Integrated Health Home)	Agency, Iowa Department of Human Services
Signature of Authorized Representative	Signature of Authorized Representative
Print Name and Title	Print Name and Title
Date	Date