

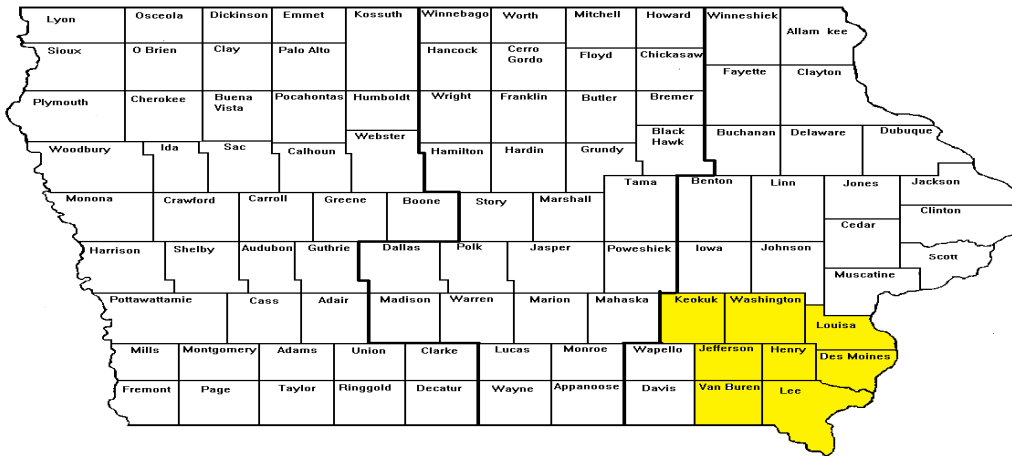
# SOUTHEAST IOWA LINK

## Mental Health and Disability Services

### Management Plan

### Policies and Procedures

Serving Des Moines, Henry, Jefferson, Keokuk, Lee, Louisa,  
Van Buren and Washington Counties



**Mission:**

Collaborate with people to provide welcoming integrated and individualized services that create opportunities to improve lives.

**Vision:**

The Vision of Southeast Iowa Link is to facilitate open, quality and comprehensive services to people with multiple issues in their lives. We strive to be welcoming, hopeful and helpful to people who have complex MHDS challenges, including trauma.

## Table of Contents

Introduction and Vision	3
Basic Framework of the SEIL MHDS Services Management Plan	3
A. Organizational Structure	4
Governing Board	4
MHDS Advisory Board	4
Chief Executive Officer	4
Management Team	5
B. Service System Management	5
Coordinators of Disability Services	5
Risk Management and Fiscal Viability	5
Conflict of Interest	5
C. System Management	5
System of Care Approach Plan	5
Developing an Integrated Multi-Occurring Capable Trauma Informed System of Care	6
Implementation of Interagency and Multi-system Collaboration and Care Coordination	6
Decentralized Service Provisions	7
Utilization and Access to Services	7
D. Financing and Delivery of Services and Support	8
Accounting System and Financial Reporting	8
Contracting	8
Funding	8
E. Enrollment	9
Application and Enrollment	9
Residency	9
Confidentiality	10
F. Eligibility	10
General Eligibility	10
Financial Eligibility	11
Income Guidelines	11
Resources Guidelines	12
Diagnostic Eligibility	12
Mental Illness	12
Intellectual Disability	13
Assistance to Other than Core Populations	13
Exception to Policy	14
Notice of Decisions/Timeframes	14
Notice of Eligibility for Assessment	14
Service and Functional Assessment	14
Service Funding Authorization	15
Re-enrollment	15
G. Appeals Processes	15
Non Expedited Appeal Process	15
Expedited Appeals Process	16
H. Provider Network Formation and Management	17
Designation of Targeted Case Management Providers	18
I. Quality Management and Improvement	18
System Evaluation	19
Quality of Provider Services	21
Methods Utilized for Quality Improvement	21
J. Service Provider Payment Provisions	21
K. Waiting List Criteria	22
L. Amendments	23
Attachment A: Access Points	24
Attachment B: 2014 Federal Poverty Guidelines	25
Attachment C: Service Matrix	26
Attachment D: Contracts and Designations	34
Attachment E: Charter Document	35
Attachment F: Glossary	37
Forms Appendix	44

## Introduction and Vision

Southeast Iowa Link (SEIL) was formed under Iowa Code Chapter 28E to create a mental health and disability service region in compliance with Iowa Code 331.390. Within this region, SEIL will create a regional management plan designed to improve health, hope, and successful outcomes for the adults in our region who have mental health disabilities and intellectual/developmental disabilities. When funds become available SEIL will work towards including additional services for those individuals with multi-occurring substance use issues, health issues, physical disabilities and brain injuries.

In accordance with the principles enumerated in the legislative redesign, SEIL will work in a quality improvement partnership with stakeholders in SEIL (providers, families, individuals, and partner health and human service systems) to develop a system of care approach that is characterized by the following principles and values:

- Welcoming individualized and integrated services
- Provide access to comprehensive need based services
- Person and family driven
- Being able to sustain a quality of life in the community of choice
- Recovery/resiliency oriented
- Trauma-informed
- Culturally competent
- Multi-occurring capable

## Basic Framework of the Southeast Iowa Link Mental Health and Disability Services Management Plan

This regional Mental Health & Disability Services Management Plan will describe both the framework for system design that SEIL will organize the process for making progress in the direction of that vision, as well as the specific activities within the system that will be funded and monitored directly by SEIL. SEIL will comply with and operate as directed by all codes of law enacted and update the management plan as soon as practical to reflect the mandates. Nothing in this plan shall supersede SEIL's responsibility to pay for services under Iowa Code 229, 230, and 232.

This Mental Health & Disability Services Management Plan (hereafter referred to as Plan) defines standards for member counties of Southeast Iowa Link. The plan provides for cost-effective, individualized services and supports that assist persons with disabilities to be as independent, productive, and integrated into the community as possible, within the constraints of available resources.

In compliance with Iowa Administrative Code (IAC) 441-25 the Plan includes three parts: Annual Service & Budget Plan, Annual Report, and Policies & Procedures Manual. The Annual Service & Budget Plan includes the services to be provided and the cost of those services, local access points, targeted case management agencies, a plan for ensuring effective crisis prevention and a description of the scope of services, projection of need and cost to meet the need, and provider reimbursement provisions. The Annual Report provides an analysis of data concerning services managed for the previous fiscal year. The Policies & Procedures Manual includes policies and procedures concerning management of the MHDS service and MHDS plan administration.

Southeast Iowa Link shall maintain local county offices as the foundation to the service delivery system. A current plan will be available in each local Southeast Iowa Link office, on each member county website and on the Department of Human Services website.

## A. Organizational Structure

### **Governing Board** IC 331.390(2); IAC 441-25.12(1)

SEIL organizational structure assigns the ultimate responsibility for the non-Medicaid funded MHDS services with the governing board. Member counties will appoint one member from the County Board of Supervisors (or designee) and an alternate member to serve as a Director on the Governing Board. The Board of Supervisors of each member county shall select its Director and he or she shall serve for a 2 year appointment or the end of such person's service as a county supervisor. Any Director appointed under this Section may be removed for any reason by the county appointing the Director, upon written notice to SEIL's Governing Board, which notice shall designate a successor Director to fill the vacancy.

The Governing Board shall include two ex-officio and non-voting representatives: one representing individuals who utilize mental health and disability services or an actively involved relative of such an individual and one representing service providers in SEIL. Both Directors shall be designated by the MHDS Advisory Board, with such appointment to become effective upon acknowledgement by the Governing Board of SEIL. Each Director shall serve an initial term of one year, which shall begin July 1, 2014, with appointments thereafter to be for two year terms. No member shall be an employee of the Department of Human Services.

### **MHDS Advisory Board** IC 331.390(2)e; 331.392.(2)i; IAC 441-25.14.(1)i

SEIL shall encourage stakeholder involvement by having the SEIL MHDS Advisory Board assist in developing and monitoring the plan, goals and objectives identified for the service system, and to serve as a public forum for other related MHDS issues. The SEIL MHDS Advisory Board shall represent stakeholders, which shall include, but not be limited to: individuals, family members, county officials, and providers.

The Advisory Board, as appointed by the Governing Board, shall have an open panel with an undesignated number of members. The advisory board members shall be: individuals who utilize services or actively involved relatives of such individuals; service providers; at least one governing board member and at least one member from the SEIL management team. The advisory board shall advise the Governing Board as requested by the Governing Board and shall designate the ex officio members to the Governing Board as described above. An individual who utilizes mental health and disability services or an actively involved relative of such an individual and an individual representing the providers in SEIL will be recommended by the SEIL Advisory Board to serve on the Governing Board.

### **Chief Executive Officer** IC 331.392(3)

The Governing Board will appoint the Chief Executive Officer (CEO). The CEO functions are supervised and evaluated by the Governing Board. The CEO, which is the single point of accountability for SEIL, shall be the Coordinator of Disability Services from the same county as the Governing Board chair. The CEO will serve the same term as the Governing board chair. In the event the Governing Board determines that it is not in the best interests of SEIL for a particular person or persons to continue to serve as CEO, the Governing Board shall inform the Board of Supervisors of the member county employing such person. The Governing Board may take action to appoint the Coordinator of Disability Services from the county of the vice chair to take over the necessary CEO duties. The Governing Board shall conduct annual evaluation of the CEO, based on identified performance measures. The Governing Board may conduct additional evaluations of the CEO at any time, as it deems necessary in a given situation. All evaluations shall be summarized in writing and submitted to the Board of Supervisors of the member county, which employs the respective CEO.

The Coordinator of Disability Services appointed as CEO shall remain an employee of their respective county and shall report to both their County Board of Supervisors and SEIL's Governing Board. The CEO shall divide SEIL's administrative responsibilities amongst member county employees.

### **Management Team** IAC 441-25.12(2)c

The SEIL Management Team shall consist of the Coordinators of Disability Services representing each member county. The SEIL Management Team shall remain employees of their respective counties. The SEIL Management Team shall be assigned SEIL's administrative responsibilities, so that each of the required functions is performed.

The Chief Executive Officer will utilize member county employees to provide services to SEIL and to staff the administrative needs of SEIL. The respective county board of supervisors shall approve the employment terms of employees in accordance with county policy. SEIL staff shall include one or more coordinators of disability services, hired either directly by SEIL or provided to SEIL by member Counties. Coordinators must, at a minimum, meet state requirements.

SEIL intends to utilize management staff of the member counties for the following functions and responsibilities:

- a) Public relations, CEO
- b) Intake, eligibility, resource and referral
- c) Provider development, performance/outcomes based contracting and quality assurance
- d) Policies, procedures, strategic plan development, grievances and appeals
- e) Information technology, data management, reports, CSN and claims administration
- f) Operations and training
- g) Budget planning, risk management and financial reports

## **B. Service System Management**

SEIL shall directly administer the Management Plan through the local county services offices and contract with service providers to meet the service needs of residents of SEIL. Member counties shall provide adequate credentialed staff to carry out the administration of this Plan. The staff delegated to perform functions of Coordinators of Disability Services shall have the qualifications required by IC 331.390(3)b and IAC 441-25.12(2)e. The local county service offices list is in attachment A in the appendix section.

### **Risk Management and Fiscal Viability** IC 331.25.21(1)f; IAC 441-25.21(1)f

SEIL does not intend to contract management responsibility for any aspect of the SEIL system of care to any agency or entity. The SEIL Regional Governing Board shall retain full authority for the SEIL system of care and the associated fixed budget.

### **Conflict of Interest**

Funding authorization decisions shall be made by the SEIL staff, whom shall have no financial interest in the services or supports to be provided. In the event that such a situation occurs, that interest must be fully disclosed to the individuals, counties, and other stakeholders.

## **C. System Management**

### **System of Care Approach Plan** IC 331.393(4)h; IAC 441-25.21(1)h

SEIL shall provide leadership and management at the local level for designing a regional system of care for Mental Health and Disability Services. The design of the system will be based on the expectation that individuals and families will have multi-occurring issues of all kinds, and will incorporate an organized quality improvement partnership process to achieve the vision defined at the beginning of this Plan.

Within this vision, SEIL will work in partnership with providers and other stakeholders to develop services that are:

- Welcoming and accessible
- Able to emphasize integrated screening, early identification and early intervention
- High quality and, wherever possible, evidence-based
- Organized into a seamless continuum of community based support
- Individualized with planning that expands the involvement of the individual.
- Provided in the least restrictive, appropriate setting
- Designed to empower individuals and families as partners in their own care
- Designed to leverage multiple financing strategies within SEIL including increased use of Medicaid funded services and Iowa Health and Wellness Plan.
- Supported by provision of training and technical assistance to individuals and families, as well as to providers and other partners.

Additionally, SEIL shall have service providers that will utilize best practices. First, SEIL will make outcomes data available to providers, referral sources and to purchasers of services. Second, SEIL will promote timely access to services in the SEIL system of care to be available to meet the needs of the population identified in the SEIL plan. Third, SEIL will provide resources to assist providers to improve their outcomes. Finally, there will be regional training and support offered utilizing available technology so that all providers have equitable access. SEIL will also facilitate cooperation among providers and peers to share information and strategies so that the entire system increases service quality and improved fidelity standards.

This information will be used for future planning in the annual service and budget plan, improving the system of care approach, collaboration with agencies, decentralizing service provisions and provider network formation. In addition, the data elements, indicators, metrics and performance improvement for service management will be continuously improved over time as SEIL develops increasing capability for meeting the needs of its population.

SEIL will coordinate access to all services that are included in the annual service and budget plan that are administered by SEIL, state and any other funding source.

**Developing an Integrated Multi-Occurring Capable Trauma Informed System of Care: Implementation of Interagency and Multi-system Collaboration and Care Coordination**

IC 331.393(4)m; IAC 441-25.21(1)n; 441-25.21(1)m

SEIL shall maintain a service delivery approach that builds partnerships within a quality improvement framework to create a broad, integrated process for meeting multiple needs. This approach is based on the principles of interagency collaboration; individualized, strengths-based practices; cultural competence; community-based services; accountability; and full participation of individuals served at all levels of the system. SEIL shall work to build the infrastructure needed to promote positive outcomes for individuals served. SEIL shall fund individuals with multi-occurring conditions that meet the eligibility criteria in section F of this manual. Service and supports will be offered through the enrollment process including the standardized functional assessment and/or other designated enrollment assessment.

In order to accomplish this goal, SEIL has utilized, and participated in, the Comprehensive Continuous Integrated System of Care (CCISC) process provided by Zia Partners (Cline and Minkoff) and engages all of its stakeholder partners, including mental health, disability, and substance abuse providers, in a process to utilize the CCISC framework to make progress. CCISC represents a framework for system design, and a process for getting there, in which all programs and all persons providing care become welcoming, accessible, person/family centered, hopeful, strength-based (recovery-oriented) trauma-informed, and multi-occurring capable. SEIL has engaged provider participation in this initiative and will assure that providers develop multi-occurring capability. SEIL will assure that training is available for agencies/staff related to

evidence-based practices, including trauma-informed care recognized by the National Center for Trauma-Informed Care and/or other professionally recognized organizations.

In addition, SEIL shall partner with the Courts to ensure alternatives to commitment and to coordinate funding for services for individuals under commitment. SEIL shall collaborate with the Iowa Department of Human Services, Iowa Department of Public Health, Department of Corrections, Iowa Medicaid Enterprises, other regions, service providers, case management, individuals, families and advocates to ensure the authorized services and supports are responsive to individuals' needs consistent with system principles, and cost effectiveness. SEIL will attend joint meetings with stakeholders including CEU trainings, advisory board meetings, and collaboration with SEIL Advisory Board, Change Agent Team, jail diversion groups, Iowa Therapeutic Alternatives to Incarceration Committee, regional hospital collaborative meetings, county interagency meetings, court mental health meetings, and regional management meetings. Input will be taken back to the SEIL Governing Board in order to make determinations on programming and budgetary issues.

In order to assure that trained providers are available, SEIL shall create committees that focus on training, communications, finance, policy development, information systems, resource development, service delivery system design, and quality improvement, and other committees as indicated, to organize the tasks, activities, and functions associated with building, implementing, and sustaining systems of care.

**Decentralized Service Provisions IC 331.393(4)j ; IAC 441-25.21(1)i**

SEIL shall strive to ensure the services available in SEIL are provided in a geographically dispersed manner to meet the minimum access standards of core services by utilizing the strengths and assets of the SEIL service providers. The following measures will be used to ensure services are available in all parts of SEIL:

SEIL will conduct a gap analysis of the service system in SEIL and develop a plan of action to finance and facilitate development of the needed services.

**Utilization and Access to Services IC 331.393(4)d; IAC 441-25.21(1)d**

SEIL will oversee access to and utilization of services, and population based outcomes, for the MHDS involved population in SEIL, in order to continuously improve system design and better meet the needs of people with complex challenges. In order to accomplish this, SEIL will integrate planning, administration, financing, and service delivery using utilization reports from both SEIL and the state including the following:

- inventory of available services and providers
- utilization data on the services

Results will be analyzed to determine if there are gaps in services or if barriers exist due to:

- service offered
- adequate provider network
- restrictions on eligibility
- restrictions on availability
- location

This information will be used for future planning in the annual service budget plan, improving the system of care, collaboration with agencies, decentralizing service provisions and provider network development. In addition, the data elements, indicators, metrics and performance improvement evaluations for system management will be continuously improved over time as SEIL develops increasing capability for managing the needs of its population.

SEIL will coordinate access to all services that are included in the annual service and budget plan as well as those that are administered by SEIL, state, and any other funding source. SEIL will work continuously with the Department of Human Services to coordinate with multiple funding sources for maximum benefit across the spectrum of the MHDS system of care.

## **D. Financing and Delivery of Services and Support**

IC 331.393(4)a; IAC 441-25.21(1)a

Non-Medicaid mental health and disability services funding shall be under the control of the Southeast Iowa Link (SEIL) Governing Board in accordance with Iowa Administrative Code 441-25.13 (331.391). The SEIL Governing Board shall retain full authority and financial risk for the Plan. The finances of SEIL shall be maintained to limit administrative burden and provide public transparency.

The SEIL Chief Executive Officer and Management Team shall prepare a proposed annual budget. The SEIL Governing Board shall review the budget for final approval. The Team shall be responsible for managing and monitoring the adopted budget. Services funded by SEIL are subject to change or termination with the development of the SEIL budget each fiscal year for the period of July 1 to June 30.

The SEIL Governing Board will designate a SEIL County to act as the SEIL Fiscal Agent. The SEIL Governing Board will determine an amount of projected MHDS funds to be held by the SEIL Fiscal Agent. All expenditures, including funds held by Regional Fiscal Agent and funds held in individual county accounts, shall comply with the guidelines outlined in the Annual Service and Budget plan.

It is the Governing Boards duty to ensure a fair, equitable and transparent budgeting process. The SEIL Budget will be submitted by the CEO based on the recommendations of the Management Team to the governing board for review and approval.

Under the direction and guidance of SEIL Governing board, SEIL will use a hybrid method of budgeting and planning to meet the needs of SEIL residents. This method will include a regionally managed account for pooled funds to maintain core services in all counties of SEIL and develop new programs/services. In addition, individual counties will continue to maintain county level funding and expenditures for core services based on local tax revenues and fund balances. This allows for the maintenance of local fund management and for regionally based collaboration and coordination.

### **Accounting System and Financial Reporting** IC 331.393(4)c; IAC 441-25.13(1)&(2)

The accounting system and financial reporting to the Department of Human Services and the Department of Management conforms to Iowa Code 441- 25.13 (2) (331.391) and includes all non-Medicaid mental health and disability expenditures funded by SEIL. Information is separated and identified in the most recent Uniform Chart of Accounts approved by the State County Finance Committee including but not limited to the following: expenses for administration; purchase of services; and enterprise costs for which SEIL is a service provider or is directly billing and collecting payments.

### **Contracting**

SEIL will examine ways to develop incentives for obtaining high performance individual outcomes and cost effectiveness. SEIL may utilize vouchers and other non-traditional means to fund services.

SEIL will contract with MHDS providers whose base of operation is in SEIL. SEIL may also honor contracts that other regions have with their local providers. SEIL may also choose to contract with providers outside of SEIL. A contract may not be required with providers that provide one-time or episodic services and when SEIL funds less than six (6) program participants.

### **Funding**

Funding shall be provided for appropriate, flexible, cost-effective community services and supports to meet individual needs in the least restrictive environment possible. SEIL recognizes the importance of



individualized and integrated planning for services and supports to empower all individuals to reach their fullest potential.

An individual who is eligible for other publicly funded services and support must apply for and accept such funding and support. Failure to do so shall render the individual ineligible for regional funds for services that would have been covered under funding, unless, SEIL is mandated by state or federal law to pay for said services.

Individuals who are in immediate need and are awaiting approval and receipt of assistance under other programs, may be considered if all other criteria are met. Individuals on a Medicaid Home and Community Based Waiver waiting list who meet the highest priority of need criteria to access the HCBS waivers will be referred back to the Department of Human Services.

SEIL shall be responsible for funding only those services and supports that are authorized in accordance with the process described in the MHDS Plan, within the constraints of budgeted dollars. SEIL shall be the funder of last resort and regional funds shall not replace other funding that is available. An applicant shall be required to provide proof of denial and/or exempt status from other funding sources before region funding can be authorized.

## **E. Enrollment**

IAC441-25.21(1)b

### **Application and Enrollment**

Individuals residing in SEIL counties, or their legal representative, may apply for regional funding for services by contacting any SEIL County office which is one of the designated access points (Attachment A) to complete an application (Forms Appendix). All applications shall be forwarded to the local SEIL County office in the county where the applicant lives. That office shall determine eligibility for funding.

The SEIL application shall be used for all applications. If language or other barriers exist, the access points shall follow their county protocol for providing translator services to assist the applicant in the intake process. An application completed at an access point shall be forwarded to the local SEIL County office by the end of the business day.

SEIL staff shall review the application within ten (10) calendar days from the received date stamped on the application to determine if all necessary information is present and complete on the application. If the application is incomplete a request for missing information shall be returned to the applicant giving them 10 calendar days to provide the missing information. Failure to respond with necessary information and/or to provide a fully completed application will result in a denial of funding.

A complete application will have all information filled out on the application form, required verifications, a copy of photo identification, releases, verification of insurance coverage and verification of denial of eligibility for other funding sources. If applicable, required verifications may include parole agreements and district court orders. The notice of decision will be issued within ten (10) calendar days of the submitted application being considered complete with all required verifications.

### **Residency IC 331.394(1)a**

If an applicant has complied with all information requests, their access to services shall not be delayed while awaiting a determination of legal residence. In these instances, SEIL shall fund services as per the guidelines for service access in compliance with federal law, state law, and SEIL management plan. Upon residency determination, a transfer of case will occur to the new resident county and the applicant will become subject to the stipulations of the corresponding resident county's regional management plan.

County of residence means the county in this state in which, at the time a person applies for or receives services, the person is living and has established an ongoing presence with the declared, good faith intention of living in the county for a permanent or indefinite period of time. The county of residence of a person who is a homeless person is the county where the homeless person usually sleeps. A person maintains residency in the county in which the person last resided while the person is present in another county receiving services in a hospital, a correctional facility, a halfway house for community-based corrections or substance-related treatment, a nursing facility, an intermediate care facility for persons with an intellectual disability, or a residential care facility, or for the purpose of attending a college or university.

### **Confidentiality**

SEIL is committed to protecting individual privacy. To that end, all persons, including SEIL staff, Governing Board, and others with legal access to protected health information and/or personally identifiable information, shall have an obligation to keep individual information confidential. Information shall only be released in accordance with HIPAA and other federal and state laws and in accordance with professional ethics and standards. Confidential information will be released only when it is in the best interest of the individual to whom the information pertains or when required by law.

Confidential information may be released without written permission of the individual or their guardian for medical or psychological emergencies, inspection by certifying or licensing agencies of the state or federal government and for payment of authorized services.

Procedures to assure confidentiality shall include:

- Individual's (or their legal guardian's) written consent shall be obtained prior to release of any confidential information, unless an emergency as stated above.
- Information or records released shall be limited to only those documents needed for a specific purpose.
- Individual, or an authorized representative upon proof of identity, shall be allowed to review and copy the individual record.
- Individual and related interviews shall be conducted in private settings.
- All discussion and review of individual's status and/or records by SEIL staff and others shall be conducted in private settings.
- All paper and computer files shall be maintained in a manner that prevents public access to them.
- All confidential information disposed of shall be shredded.
- Steps shall be taken to assure that all fax, email, and cellular phone transmissions are secure and private.
- Staff shall receive initial and ongoing training concerning confidentiality and staff shall sign a statement agreeing to confidentiality terms.

In order to determine eligibility for regional funding, perform ongoing eligibility review, and to provide service coordination and monitoring, individuals or their authorized representatives shall be requested to sign release forms. Failure of individuals to sign or authorize a release of information shall not be an automatic reason for denial; however, SEIL staff inability to obtain sufficient information to make an eligibility determination may result in denial of regional funding. Individual files will be maintained for seven years following termination of service to the individual.

## **F. Eligibility**

IC 331.393(4)b; IAC 441-25.21(1)c; Federal Law 8 U.S.C. 1621

### **1. General Eligibility IAC 441-25.15**

SEIL staff receiving an application shall review the application to determine if the applicant meets the general eligibility criteria of SEIL Plan.

**A.) The individual is at least eighteen years of age**

- 1.) An individual who is seventeen years of age, is a lawful resident of this state, and is receiving publicly funded children's services may be considered eligible for services through the SEIL service system during the three-month period preceding the individual's eighteenth birthday in order to provide a smooth transition from children's to adult services.
- 2.) An individual less than 18 years of age and is a lawful resident of the state may be considered eligible for those mental health services made available to all or a portion of the residents of SEIL of the same age and eligibility class under the county management plan of one or more counties of the region applicable prior to formation of SEIL. Eligibility for services under paragraph "b" is limited to availability of regional service system funds without limiting or reducing core services, and if part of the approved regional service system management plan.

**B.) The individual is a lawful resident of this state**

**2. Financial Eligibility**

The individual complies with financial eligibility requirements in IAC 441-25.16

**A.) Income Guidelines:**

IC 331.395.1

Gross household income 150% or below current Federal Poverty Guidelines with the exception of the below identified 200% Federal Poverty Guidelines services (Attachment B).

Applicants with gross income up to 200% Federal Poverty Guidelines may be eligible for regional funding to access preventative outpatient mental health services when they have no other funding source and voluntary inpatient psychiatric services when they have no other funding source and have been prescreened by a local mental health service provider or emergency department. SEIL will fund five (5) voluntary inpatient psychiatric bed days. SEIL may authorize additional bed days when the admitting psychiatrist submits a written justification of need for additional treatment. As funding becomes available SEIL may contract for independent medical review services.

An individual who is eligible for other publicly funded services and support must apply for and accept such funding and support. Failure to do so shall render the individual ineligible for regional funds for services that would have been covered under funding, unless, SEIL is mandated by state or federal law to pay for said services. The income eligibility standards specified herein shall not supersede the eligibility guidelines of any other federal, state, county, or municipal program. The income guidelines established for programs funded through Medicaid (Waiver programs, Habilitation Services, etc.) shall be followed if different than those established in this manual.

In determining income eligibility, the income for the last 30 days will be considered and the average of three (3) months' income may be considered by SEIL in determining income eligibility. Applicants are expected to provide proof of income (including pay stubs, income tax return, etc.) as requested by SEIL.

**B.) Resources Guidelines:**

IC 331.395.4; IAC 441-25.16(2)

An individual must have resources that are equal to or less than \$2,000 in countable value for a single-person household or \$3,000 in countable value for a multi-person household or follow the most recent federal supplemental security income guidelines.

- 1.) The countable value of all countable resources, both liquid and non-liquid, shall be included in the eligibility determination except as exempted in this sub rule.
- 2.) A transfer of property or other assets within five years of the time of application with the result of, or intent to, qualify for assistance may result in denial or discontinuation of funding.
- 3.) An individual receiving a lump sum reimbursement from Social Security shall have nine (9) months from the date of receipt to spend down to the resource limits of this plan.
- 4.) The following resources shall be exempt:
  - (a) The homestead, including equity in a family home or farm that is used as the individual household's principal place of residence. The homestead shall include all land that is contiguous to the home and the buildings located on the land.
  - (b) One vehicle per employed person.
  - (c) Tools of an actively pursued trade.
  - (d) General household furnishings and personal items.
  - (e) Burial account or trust limited in value as to that allowed in the Medical Assistance Program IAC 633.425.
  - (f) Any resource determined excludable by the Social Security Administration as a result of an approved Social Security Administration work incentive.
- 5.) If an individual does not qualify for federally funded or state-funded services or other support, but meets all income, resource, and functional eligibility requirements of this chapter, the following types of resources shall additionally be considered exempt from consideration in eligibility determination:
  - (a) A retirement account that is in the accumulation stage.
  - (b) A medical savings account.
  - (c) An assistive technology account.
  - (d) A burial account or trust limited in value as to that allowed in the Medical Assistance Program.
- 6.) An individual who is eligible for federally funded services and other support must apply for and accept such funding and support.

### **3. Diagnostic Eligibility**

IC 331.396; IAC 441-25.15

The individual must have a diagnosis of Mental Illness or Intellectual Disability. SEIL does not fund individuals having only a primary treatment need for substance use issues, health issues, physical disabilities or brain injury. SEIL shall fund co-occurring/multi-occurring services for individuals that meet the eligibility criteria. Service and supports will be offered through the enrollment process including the standardized functional assessment and/or other designated enrollment assessment.

#### **A.) Mental Illness (MI)**

Individuals who at any time during the preceding twelve-month period a mental health behavioral, or emotional disorder or, in the opinion of a mental health professional, may now have such a diagnosable disorder. The diagnosis shall be made in accordance with the criteria provided in the most recent diagnostic and statistical manual of mental disorders published by the American Psychiatric Association, and shall not include the manual's "V" codes identifying conditions other than a disease or injury. The diagnosis shall also not include substance-related disorders, dementia, or antisocial personality, unless co-occurring with another diagnosable mental illness.

The results of a standardized assessment and/or other designated enrollment assessment support the need for mental health services of the type and frequency identified in the individual's case plan.

### **B.) Intellectual Disability (ID)**

Individuals who meet the following three conditions:

1. Significantly sub average intellectual functioning: an intelligence quotient (IQ) of approximately 70 or below on an individually administered IQ test (for infants, a clinical judgment of significantly sub average intellectual functioning) as defined by the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, American Psychiatric Association or most current revised edition.
2. Concurrent deficits or impairments in present adaptive functioning (i.e., the person's effectiveness in meeting the standards expected for the person's age by the person's cultural group) in at least two of the following areas: communication, self-care, home living, social and interpersonal skills, use of community resources, self-direction, functional academic skills, work, leisure, health, and safety.
3. The onset is before the age of 18.

(Criteria from Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, American Psychiatric Association or most current revised edition)

The results of a standardized assessment and/or other designated enrollment assessment support the need for mental health services of the type and frequency identified in the individual's case plan.

### **Acceptable verification for Diagnostic requirements**

If a copy of a psychological or psychiatric evaluation or other acceptable verification of diagnosis does not accompany the application, SEIL may refer the applicant to an appropriate mental health professional for evaluation to verify and document a diagnosis.

### **Assistance to Other than Core Populations**

IC 331.393(8); IAC441-25.21(1)q

SEIL shall fund services to individuals who have a diagnosis of a developmental disability other than an intellectual disability.

Persons with developmental disabilities means a person with a severe, chronic disability which:

1. Is attributable to mental or physical impairment or a combination of mental and physical impairments.
2. Is manifested before the person attains the age of 22.
3. Is likely to continue indefinitely.
4. Results in substantial functional limitations in three or more of the following areas of life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, and economic self-sufficiency.
5. Reflects the person's need for a combination and sequence of services which are of lifelong or extended duration.

The results of a standardized assessment and/or other designated enrollment assessment support the need for disability services of the type and frequency identified in the individual's case plan.

SEIL shall fund services to individuals who have a diagnosis of MI, ID, and/or DD in compilation with other multi-occurring conditions.

### **Exception to Policy**

An exception to policy may be considered in cases when current regional policy could have a significant adverse effect on an individual accessing service. Exceptions to policy may be considered when it is determined that special circumstances exist where policy, including but not limited to eligibility guidelines or priority service(s), may be temporarily waived to allow transitional access to individualized, integrated service(s) reflecting a “less restrictive” theme that is cost effective. Exceptions will be considered in circumstances where the individual would have to be placed in a higher level of care that is more expensive and/or where the individual could more quickly go to a lower level of care that is less expensive. Exceptions to policy will be considered on a case by case basis.

To request an Exception to Policy, the individual or a SEIL Coordinator of Disability Services shall submit the following information:

- Individual’s name
- Current services the individual is receiving
- The policy for which the exception is being requested
- Reason why the exception should be granted

When SEIL staff identifies a need for an exception to policy a written justification documenting need will be presented to the chief executive officer. If the chief executive officer concurs with request for exception they will place this in the Governing Board agenda at the next regular meeting and request guidance from the Board on how to proceed. The response from the Governing Board will be given to the staff making the original request and to the individual within ten (10) calendar days after the Governing Board responds. Decisions on requests shall be used to identify future changes in policy.

### **Notice of Decisions/Timeframes**

IAC 441-25.21(1)c(3&4)

Emergency and urgent services are not subject to a standardized functional assessment and/or designated enrollment assessment. Eligibility determination and referrals for emergency and urgent services shall not exceed 10 days (IAC 441-25.21). The need for outpatient service will be based on the mental health provider’s intake assessment and treatment plan, in accordance with the access standards outlined in the SEIL Service Matrix (Attachment C). If a functional assessment and/or other designated enrollment assessment is required it will be completed within 90 days (IAC 441-21.15). Once an individual’s assessment is received, individuals will be referred for services to a provider of choice and issued a Notice of Decision within 10 days.

### **Notice of Eligibility for Assessment**

Once a fully completed application is received in a SEIL county office, SEIL staff shall determine if the applicant meets the general eligibility criteria within ten (10) calendar days. The notice shall inform the individual of the decision, an explanation of their right to appeal a decision, the appeal process and information to schedule the standardized assessment as defined in section F of this manual within ninety (90) days (please see below).

### **Service and Functional Assessment**

IAC441-25.21(1)o

Standardized functional assessment methodology designated by the Director of the Iowa Department of Human Services shall be completed within ninety (90) days of application. The results will support the need for services including the type and frequency of service for the applicant’s case plan. The applicant will be referred to Targeted Case Management, Integrated Health Home coordination, or county service coordination, as appropriate, to coordinate a referral for services to meet the needs identified in the

standardized functional assessment. Effective no later than 10 days of receipt of the functional assessment findings, a notice of decision will be submitted to the individual requesting service.

The Targeted Case Manager, Integrated Health Home Coordinator, or Service Coordinator will invite providers to participate in the development of the consumer's Individual Comprehensive Plan (ICP) to ensure effective coordination. Together with the individuals, guardians, family members, and providers service coordinators develop and implement individualized plans for services and supports. The individual will actively participate in the development of the service plan. If the consumer is an adult and has no guardian or conservator, s/he may elect to involve family members in the service planning process, and to approve the final service plan. If the individual has a guardian or conservator, or is otherwise unable to give informed consent, the designated guardian, parent, or other representative will approve the service plan. Advocates, other consumer representatives, friends or family may represent consumers during the service planning process

Each plan for an individual receiving service(s) under the SEIL Regional Management Plan will specify the time frames for utilization review and re-authorization of the plan or individual services within the plan. In no case will the time frame for reviewing certain services extend beyond the thresholds adopted by SEIL.

### **Service Funding Authorization**

The written Notice of Decision shall inform the individual and providers of the action taken on the application, the date the action was taken, effective date, reason for the action, service provider, services and units of service approved based on results from the standardized assessment. Applicants must report any changes that could affect eligibility within ten (10) calendar days of the change. The notice of decision shall include a notice of the right to appeal the decision and the appeal process. A new funding request must be submitted each time an individual needs a change in services and a notice of decision will be issued. As with the application and enrollment process, consumers will be informed of their right to appeal any service planning/service authorization decision.

All individuals that receive ongoing MHDS services shall have an individualized plan, for all services other than inpatient and outpatient mental health services, which shall identify the individual's needs and desires and set goals with action steps to meet those goals. Eligible individuals that request or accept the service may be referred for service coordination.

### **Re enrollment**

All individuals must reapply for services on at least an annual basis at the local SEIL access point.

## **G. Appeals Processes**

(IC 331.393(4)); IAC 441-25.21(1)

### **Non Expedited Appeal Process**

IAC 441-25.21(1)l.(1)

Individuals, family members and individual representatives (with the consent of the individual) may appeal the decisions of SEIL or any of its contractors at any time. Such individuals may also file a grievance about the actions or behavior of a party associated with the SEIL managed system of care at any time.

### **How to Appeal:**

A written appeal must be submitted to the county service office issuing the notice of decision within ten (10) calendar days of receipt of the Notice of Decision. The written appeal should include a clear description of the appeal, a mailing address, a telephone number and a copy of the notice of decision. Assistance in completing the appeal shall be provided upon request.

**Reconsideration** – The Coordinator of Disability Services located in the county that sent the Notice of Decision in coordination with the CEO shall review appeals and grievances. After reviewing an appeal, the Coordinator shall contact the appellant not more than ten (10) calendar days after the written appeal is received. If necessary, the Coordinator of Disability Services/CEO shall collect additional information from the appellant and other sources. This information shall be received within ten (10) calendar days in order to receive a reconsideration decision. Following a review of additional information and all relevant facts, a written decision shall be issued no later than ten (10) calendar days following the contact with the appellant. If the information is not received within the ten (10) calendar days, the original decision will stand. A copy of the decision shall be sent to the appellant and/or representative by regular mail. This information will be used for quality management and improvement.

If a resolution is not agreed upon through Reconsideration, then the appellant can pursue a hearing through a state Administrative Law Judge (ALJ). A copy of the written appeal and decision issued by the Coordinator/CEO shall be forwarded to the ALJ. The decision of the state ALJ shall be the final decision.

Southeast Iowa Link shall not pay legal fees for an appellant. If you cannot afford legal representation, you may contact Legal Services of Iowa at 1-800-532-1275 or <http://www.iowalegalaid.org/>.

### **Expedited Appeals Process**

IC 331.394(3); (IAC 441-25.21(1)l.2

This appeals process shall be performed by a mental health professional who is either the Administrator of the Division of Mental Health and Disability Services of the Iowa Department of Human Services or the Administrator's designee. The process is to be used when the decision of Southeast Iowa Link concerning an individual varies from the type and amount of service identified to be necessary for the individual in a clinical determination made by a mental health professional and the mental health professional believes that the failure to provide the type and amount of service identified could cause an immediate danger to the individual's health and safety.

### **How to Appeal to the Department of Human Services:**

The written appeal should include a clear description of the appeal, a mailing address, a telephone number and copy of the notice of decision. The appeal should then be submitted to the Department of Human Services:

MHDS Division Administrator  
Hoover State Office Building  
1305 E. Walnut Street  
Des Moines, Iowa

1. The appeal shall be filed within 5 days of receiving the notice of decision by Southeast Iowa Link. The expedited review, by the Division Administrator or designee shall take place within 2 days of receiving the request, unless more information is needed. There is an extension of 2 days from the time the new information is received
2. The Administrator shall issue an order, including a brief statement of findings of fact, conclusions of law, and policy reasons for the order, to justify the decision made concerning the expedited review. If the decision concurs with the contention that there is an immediate danger to the individual's health or safety, the order shall identify the type and amount of service, which shall be provided for the individual. The Administrator or designee shall give such notice as is practicable to individuals who are required to comply with the order. The order is effective when issued.
3. The decision of the Administrator or designee shall be considered a final agency action and is subject to judicial review in accordance with section 17A.19.



## **H. Provider Network Formation and Management**

IC 331.393(4)j; IAC 441-25.21(1)j

SEIL shall have a network of service providers to meet the continuum of service needs, the requirements of all core service domains, and the assessed treatment need(s) of individuals in compliance with legal obligation for access standards. A listing of contracted service providers is included in Attachment D. SEIL retains the right to select service providers to be a part of the provider network. Providers must meet the SEIL provider network criteria in order to be eligible for regional funding. (Payment for commitment related sheriff transportation, court-appointed attorneys, and other incidental or temporary services, may be exempt from this policy.)

To be included in the SEIL provider network, a provider must meet at least one of the following criteria:

- Currently licensed, accredited or certified by the State of Iowa, or
- Currently enrolled as a Medicaid provider, or
- Have a current accreditation by a recognized state or national accrediting body (Joint Commission on Accreditation of Health Care Organization-JCAHO; Council on Rehabilitation Facilities-CARF; etc.
- Currently has a contract with SEIL or another Iowa region

All providers included in the SEIL provider network subject to licensure or accreditation shall meet all applicable standards and criteria and shall provide documentation of license and liability insurance to the SEIL CEO. Current network providers that lose their licensure and/or accreditation or are in jeopardy of losing their licensure and/or accreditation may be removed from the provider network and all individuals receiving services from the provider may be transferred to another network provider. If the situation warrants an immediate change in providers, SEIL shall transfer individuals to another network provider.

In addition to the above, SEIL is currently encouraging, and will eventually require, that all providers participate in the quality improvement partnership for system development in SEIL, to become welcoming, person/family centered, trauma informed, and multi-occurring capable (Attachment E).

New providers, including non-traditional service providers, may be added to the provider network if it is determined either a particular individual will benefit from the service or that the provider will provide service(s) that will enhance the service system. New network providers shall be approved through the following process:

1. A referral or request for a new network provider may be made by an individual (or authorized representative), consumer's case manager or social worker, or directly by a provider. All requests to become a member shall be directed to SEIL CEO or the county service office where the provider is located and forwarded to the CEO.
2. Providers shall be screened by SEIL CEO. Provider may be asked to meet for an interview or provide additional information, which may include, but not limited to, being subject to a check of the criminal registry, sexual predators registry and child abuse/dependent adult registry, provide a detailed description of the offered service, provide references from prior consumers or other professionals and proof of liability insurance.
3. SEIL CEO with approval from the Governing board shall inform the provider of acceptance or denial.
4. New network providers shall receive appropriate orientation and training concerning SEIL's Management Plan.

SEIL shall manage the provider network to ensure individual needs are met. SEIL shall ensure an adequate number of providers are available to avoid waiting lists by contracting with outpatient mental health

providers, Community Mental Health Centers, at least one inpatient psychiatric hospital (within 100 miles or less proximity) and other providers of core services. SEIL will expand service availability by allowing access to contracted providers in other regional service systems.

### **Designation of Targeted Case Management Providers**

IC 331.393(2)g; IAC 441-25.21(1)g

SEIL must identify the process used to designate targeted case management providers for SEIL. SEIL shall offer a choice and access to Targeted Case Management, and abide by requirements as described in IAC 441-25.21(1)g. The Iowa Mental Health and Disability Services Commission established a set of standards that apply to case management providers. This set of standards is located in Iowa Administrative Code Human Services Department [441] Chapter 24. SEIL will follow the standards established in Chapter 24 as the basis for establishing service outcome expectations and designating Targeted Case Management and Service Coordination.

SEIL shall designate Targeted Case Management agencies to offer services to individuals enrolled in the Medicaid Program with respect to individual access, cost effectiveness, evidenced based practice, and conflict free service. The SEIL Management Team reviewed Case Management units serving SEIL and made recommendations to SEIL Governing Board, based on the following criteria:

- TCM programs located within SEIL
- Existing relationships between county case management programs and service coordination/county social work
- Length of time from referral to assignment
- Length of time from assignment to service implementation
- Standards of practice and qualifications of case managers, care coordinators, and supervisors as defined in IAC441-24.1

Targeted Case Management and Service Coordination Services shall meet the following expectations:

- Performance and outcome measures relating to the safety, work performance, and community residency of the individuals receiving the service.
- Standards including but not limited to social history, assessment, service planning, incident reporting, crisis planning, coordination, and monitoring for individuals receiving the services.
- Methodologies for complying with the requirements of sub rule 441-24.1, which may include the use of electronic record keeping and remote or internet based training.
- Must demonstrate fidelity standards in provision of service that is individualized, integrated, multi-occurring capable, and trauma informed.

## **I. Quality Management and Improvement**

IC 331.393(4)e; (IAC 441-25.21(1)e

SEIL shall have a quality improvement process that provides for ongoing and periodic evaluation of the service system, and of the providers of services and supports in the system. Stakeholders, with emphasis on individual input, shall be involved in the development and implementation of the quality improvement program. The basic framework of the quality improvement (QI) process will be aligned with the CCISC process and will incorporate measurement of progress by each provider partner in organizing its own QI activity to make progress toward trauma informed, multi-occurring capability. Outcomes and performance measures will focus on six (6) domains:

**1. Access to Services** – services in SEIL are sufficiently funded, have flexible eligibility criteria and are available in convenient locations

**2. Life in the Community** – services support individuals’ ability to live successfully in the community of their choice

**3. Person-centeredness** – services provided in a person centered orientation

**4. Health and Wellness** – services promote whole person care with improved wellness

**5. Quality of Life and Safety** – services promote independent decision making, symptom management and safe living arrangements

**6. Family and Natural Supports** – services or interventions that enable improved relationships and collaboration with natural supports

### **Evidence-based Practices**

SEIL will assure providers receive necessary supports to deliver evidence-based service models including but not limited to:

- Assertive community treatment or strength-based case management
- Integrated treatment of co-occurring substance abuse and mental health disorders
- Supported employment
- Family psychoeducation
- Illness management and recovery
- Permanent supportive housing
- Trauma- informed care

SEIL will verify evidence-based practices utilizing fidelity scales in these particular programs by the Substance Abuse and Mental Health Services Administration (SAMHSA).

### **System Evaluation**

The system evaluation shall include, but not limited to:

- evaluation of individual satisfaction, including empowerment and quality of life
- provider satisfaction, patterns of service utilization, responsiveness to individual needs and desires
- improvement of welcoming, person/family centered, hopeful, strength based, trauma informed, multi-occurring capable care
- improvement of the ability of providers to work in partnership with each other and with the SEIL management team to share collective responsibility for the population in SEIL
- the number and disposition of individual appeals/grievances and the implementation of corrective action plans based on these appeals/grievances
- Cost-effectiveness as evaluated thru comparison of program costs and outcomes. Reinvestment will in part be determined thru this comparison process
- Benchmarks and performance indicators will be paralleled with the contractual agreements and policy and procedures of the Managed Care Organization(s) and Accountable Care Organization(s) of the state of Iowa when possible in order to create unified fidelity scales and outcomes across multiple funding sources including but not limited to Medicaid, Medicare, Iowa Health and Wellness, Private third party insurance, and cooperatives.
- Additional outcomes and performance measures outlined by the Department of Human Services
- Establishment and maintenance of a data collection and management information system oriented to the needs of individuals, providers, and other programs or facilities. Tracking changes and trends in the disability services system and providing reports to the Department of Human Services as requested for the following information for each individual served:

- SEIL staff collects data using the Iowa Association of Counties Community Services Network (CSN), a data management system to connect counties and agencies with a shared system which captures and reports standardized information for Iowans accessing the community services system while abiding by HIPAA, State, and Federal Laws. CSN has the data capacity to exchange information in compliance with the reporting requirements including DHS established client identifier, demographic information, expenditure data concerning the services and other support provided to each individual, as specified by the department.
- SEIL will follow the process outlined in the Outcome and Performance Measures Committee Report of December 14, 2012. SEIL will initially use the statistical data from CSN to develop reports that will help to establish measures. Next, a determination will be made about what additional data should be collected, where the data will come from and what the cost is to collect the data. The Report suggests the information should come from providers and regional statistical data as well as from service recipients and their families, requiring development of surveys. SEIL will partner with DHS leadership in this area in order to standardize the data that is being collected to make it meaningful statewide as well as regionally.
- SEIL initial focus aligns with Code of Iowa 225.C.4 (1)u to develop a process to analyze data on the following:
  - Access standards for required core services.
  - Penetration rates for serving the number of persons expected to be served, particularly the proportion of individuals who receive services compared to the estimated number of adults needing services in SEIL.
  - Utilization rates for inpatient and residential treatment, including:
    - Percent of enrollees who have had fewer inpatient days following services.
    - The percentage of enrollees who were admitted to the following:
      - State mental health institutes
        - ◆ Medicaid funded private hospital in-patient psychiatric services programs;
        - ◆ State resource centers; and
        - ◆ Private intermediate care facilities for persons with intellectual disabilities.
  - Readmission rates for inpatient and residential treatment
    - The percentage of enrollees who were discharged from the following and readmitted within 30 and 180 days:
      - State mental health institutes
        - ◆ Medicaid funded private hospital in-patient psychiatric services programs;
        - ◆ State resource centers;
        - ◆ Private intermediate care facilities for persons with intellectual disabilities.
  - Employment of the persons receiving services.
  - Administrative costs.
  - Data reporting.
  - Timely and accurate claims payment.

Annually, SEIL Governing Board shall assess SEIL's performance and develop a list of priority areas needing improvement. The CEO and Management Team staff shall participate in developing a program

plan that includes measurable goals and action steps with a process of collecting data. Based on the data, areas needing improvement shall be addressed. The Chief Executive Officer shall evaluate the levels of improvement resulting from the program plan and determine if further action is needed with the assistance of Coordinators of Disability Service and/or designates. Additionally, the SEIL Advisory Committee and SEIL Governing Board shall assess SEIL's performance and develop a list of priority areas needing improvement. This shall be documented in the annual summary.

### **Quality of Provider Services**

Provider evaluations shall ensure that services and supports are provided in accordance with provider contracts. The services and supports evaluation shall include, but not be limited to:

- evaluation of the quality of provider services and supports based on individual satisfaction and achievement of desired individual outcomes
- the number and disposition of appeals/grievances of provider actions and the implementation of corrective action plans based on these appeals/grievances
- cost-effectiveness of the services and supports developed and provided by individual providers
- evaluation of providers ability to provide services for multi-occurring/trauma informed care
- SEIL will partner with provider designated licensing entities to ensure all accreditation and licensing issues meet specifications
- SEIL will communicate with multiple authorization/funding sources (including but not limited to Department of Human Services, Magellan, Iowa Medicaid Enterprise, Accountable Care Organization) to inquire about functionality of provider services that are in common with SEIL service provider array

### **Methods Utilized for Quality Improvement**

- SEIL will engage in a statewide strategic planning process as directed and developed by the Iowa Community Services Affiliate and the statewide committee of Regional CEO's to identify system of care development needs for both short and long-term implementation frameworks.
- Direct interaction and feedback from individuals, families, providers, case managers, service coordinators, and other stakeholders
- Needs assessments, satisfaction surveys, and other written questionnaires
- Use of the CCISC multi-occurring capability toolkit, and program tracking tools to monitor progress on the implementation of multi-occurring capability
- Establishment and maintenance of a data collection and management information system oriented to the needs of individuals, providers, and other programs or facilities
- SEIL will invest in trainings and supports to providers in order to facilitate capacity to provide multi-occurring/trauma informed care.
- Tracking changes and trends in the disability services system and providing reports to the Department of Human Services as requested for the following information for each individual served
  - demographic information
  - expenditure data
  - data concerning the services and other support provided to each individual, as specified in administrative rule
  - the number and disposition of individual appeals and the implementation of corrective action plans based on these appeals

## **J. Service Provider Payment Provisions**

IC 331.393(2)e; 331.393(4)k; IAC 441-25.21(1)k

Each service provider shall provide monthly billing invoices and other information requested of the provider for utilization review. The monthly billings shall include the following information:

- Name and unique identifier of each individual served during the reporting period.
- Number of units of service delivered to each individual served.
- When requested, attendance records.
- Unit rate and total cost of the units provided to each individual co-payment or other charges billed to other sources shown as deductions on the billing.
- Actual amount to be charged to SEIL for each individual for the period.
- The invoice must contain the provider name, address, invoice date, invoice number and signature.

SEIL staff shall review the billings and additional utilization information in comparison with service funding authorizations in place. Services billed without service funding authorization shall be deducted from the billing.

All eligible bills shall be submitted no later than 60 days after the month the service was provided. Submitted invoices shall be paid according to the County Auditor claim cycle. This should usually occur within 60 days of receipt of the bill unless unforeseen circumstances exist or additional documentation is required. No billings received more than 60 days after the close of the fiscal year in which the service was provided shall be considered for payment by SEIL unless there is a statutory obligation. Fiscal year for SEIL is July 1 – June 30.

It is the intent of SEIL that only SEIL staff shall authorize services for residents of SEIL. Due to that, it is the policy of SEIL that if another county, region, or the State, determines residency in error or approves services for persons who do not have residency in their region SEIL may not assume retroactive payment and SEIL will assist the other county, region, or the State to facilitate the transition of funding/service. When written notification is received by SEIL of the error, SEIL staff shall authorize services according to the policies and procedures set forth in this manual.

## **K. Waiting List Criteria**

IC 331.393(9); IAC 441-25.21(1)r

SEIL will make every attempt to maintain eligibility guidelines and service availability as outlined in this plan. However, our ability to do so is contingent solely on the availability of sufficient funds to maintain current eligibility and service standards, as well as meeting projected increases in the number of individuals served in community based settings. SEIL may implement a waiting list if encumbered expenses for a given fiscal year exceed regional MHDS funds available. Core Services for target populations shall be considered priority services; all other services may be placed on the waiting list, be subject to reduction in services or reduce the income guideline to 150% of federal poverty. Core services will be maintained thru the use of Waiting Lists. Additional Core Services (as identified in Iowa Code 331.397 6) and Other Than Core Services, as well as other designated populations, will be the first to be placed on the Waiting List when funds are fully encumbered at the time of application for those services. The priority for reduction of service if necessary due to encumbrance issues is as follows:

- Service reduction for other than target population priority 2 services
- Service reduction for target population priority 2 services
- Service reduction for other than target population priority services
- Service reduction for target population priority services

If placed on the Waiting List, the applicant shall be informed on the Notice of Decision form. The notice will identify the approximate time the service may be available to applicant. If unable to estimate such time, the SEIL shall state such and will update the applicant at least every 90 days as to the status of their service

request. The Waiting List shall be centrally maintained by SEIL CEO. Any Waiting List that may exist shall be reviewed annually when planning for the future budgeting needs and future development of services.

SEIL requires the following strategies be utilized on an ongoing basis to prevent the need to implement a waiting list, prevent service reduction or lessen the time an individual is on a waiting list should one exist.

1. Region Service Coordinators, Targeted Case Managers, and Integrated Health Home Care Coordinators will continuously and actively seek ways to move individuals to the least restrictive environments. Individuals will utilize or learn to utilize natural supports, whenever possible. Any service in the best interest of the individual that is cost neutral or of lesser cost will be sought and utilized.

2. Each individual's Inter-Disciplinary Team will meet to determine that services reflect the individual's needs as determined by clinical assessment and/or standardized functional assessment and/or designated enrollment assessment.

3. All individuals applying for 100% Region Funding must first use the service array available to them via federal, state, and insurance funding that might pay for all or part of the service.

## **L. Amendments**

IAC 441-25.21(3)

The Mental Health and Disability Services Management Plan has been approved by the Southeast Iowa Link governing board and is subject to approval by the Director of Human Services. Regional Advisory Board shall review amendments to this Plan and make recommendations to the SEIL Governing Board. After approval by the SEIL Governing Board, amendments shall be submitted to the Department of Human Services for approval at least 45 days before the planned date of implementation.

## Attachment A

### Access Points

SEIL shall designate the access points and their function(s) in the enrollment process. An access point is a part of the service system or community that shall be trained to complete the MHDS funding applications for persons with a disability and forward them to the local SEIL County office.

<b>County Office</b>	<b>Address</b>	<b>Phone</b>
Des Moines	910 Cottonwood, Suite 1000, Burlington, IA 52601	319-754-8556
Henry	106 N Jackson St., Suite 102, Mt Pleasant, IA 52641	319-385-4050
Jefferson	Courthouse, 51 E. Briggs, Fairfield, IA 52556	641-472-8637
Keokuk	101 S Main St., Courthouse, 2 <sup>nd</sup> Floor-Room #23, Sigourney, IA 52591	641-622-2383
Lee	933 Avenue H, PO Box 190, Ft Madison, IA 52627 307 Bank St., PO Box 937, Keokuk, IA 52632	319-372-5681 319-524-1052
Louisa	805 Hwy 61N, Wapello, IA 52653	319-523-8815
Van Buren	404 Dodge Street, Courthouse, Keosauqua, IA 52565	319-293-3793
Washington	2175 Lexington Blvd. Bldg. #2, PO Box 902, Washington, IA 52353	319-653-7751



## Attachment B

Federal Poverty 2014 Guidelines				
Annual Income		Monthly Income		
HH Size	Federal Poverty Guideline	100%	150% See Page 11	200% See Page 11
1	\$11,670.00	\$973.00	\$1,460.00	\$1,946.00
2	\$15,730.00	\$1,311.00	\$1,967.00	\$2,622.00
3	\$19,790.00	\$1,649.00	\$2,474.00	\$3,298.00
4	\$23,850.00	\$1,988.00	\$2,982.00	\$3,976.00
5	\$27,910.00	\$2,326.00	\$3,489.00	\$4,652.00
6	\$31,970.00	\$2,664.00	\$3,996.00	\$5,328.00
7	\$36,030.00	\$3,003.00	\$4,505.00	\$6,006.00
8	\$40,090.00	\$3,341.00	\$5,012.00	\$6,682.00
Additional Person	\$4,060.00	\$338.00	\$507.00	\$676.00

\*Current Federal Poverty Guidelines are used as they become available from the Federal Registry.

# Attachment C

## Service Matrix

Standardized functional assessment must support the need for services of the type and frequency identified in the individual's case plan.

Priority Services (IC331.25.3)	Description	Target Pop . MI/ID	Add'l Pop.	Access Standards
<b>Functional Assessment and evaluation</b> (Psychiatric or Psychological Evaluations and Standard Functional Assessment)	The clinical review by a mental health professional of the current functioning of the individual using the service in regard to the individual's situation, needs, strengths, abilities, desires and goals to determine the appropriate level of care.	MI, ID 585	DD 10	Assessment completed within 90 days of notice of enrollment. Individual who has received inpatient treatment shall be assessed within 4 weeks.
Case management (Targeted Case Management and Service Coordination)	Service provided by a case manager who assists individuals in gaining access to needed medical, social, educational, and other services through assessment, development of a care plan, referral, monitoring and follow-up using a strengths-based service approach that helps individuals achieve specific desired outcomes leading to a healthy self-reliance and interdependence with their community.	MI, ID 426	DD 7	*Service Coordination: Individuals shall not have to travel more than 30 miles if residing in an urban area or 45 miles if residing in a rural area. Individuals shall receive service coordination within 10 days of initial request for such services or being discharged from an inpatient facility
Crisis evaluation	The process used with an individual to collect information related to the individual's history and needs, strengths, and abilities in order to determine appropriate services or referral during an acute crisis episode.	MI, ID 549	DD	Within 24 hours

Day habilitation	<p>Services that assist or support the individual in developing or maintaining life skills and community integration. Services shall enable or enhance the individual's functioning, physical and emotional health and development, language and communication development, cognitive functioning, socialization and community integration, functional skill development, behavior management, responsibility and self-direction, daily living activities, self-advocacy skills, or mobility.</p>	MI, ID 148	DD 3	Standardized Assessment support the need for this service
Family support	<p>Services provided by a family support peer specialist that assists the family of an individual to live successfully in the family home or community including, but not limited to, education and information, individual advocacy, family support groups, and crisis response.</p>	MI, ID 147	DD	<p>Individuals receiving recovery services shall not have to travel more than 30 miles if residing in urban area or 45 miles if residing in rural area</p>
Health homes	<p>A service model that facilitates access to an interdisciplinary array of medical care, behavioral health care, and community-based social services and supports for both children and adults with chronic conditions. Services may include comprehensive care management; care coordination and health promotion; comprehensive transitional care from inpatient to other settings, including appropriate follow-up; individual and family support, which includes authorized representatives; referral to community and social support services, if relevant; and the use of health information technology to link services, as feasible and appropriate.</p>	MI, ID 156	DD	<p>*Service Coordination: Individuals shall not have to travel more than 30 miles if residing in an urban area or 45 miles if residing in a rural area. Individuals shall receive service coordination within 10 days of initial request for such services or being discharged from an inpatient facility</p>

Home and vehicle modification	A service that provides physical modifications to the home or vehicle that directly address the medical health or remedial needs of the individual that are necessary to provide for the health, welfare, and safety of the member and to increase or maintain independence.	MI,ID 29	DD	Lifetime limit equal to that established for the HCBS waiver for individuals with intellectual disabilities. Provider payment will be no lower than that provided through the HCBS waiver.
Home health aide services	Unskilled medical services which provide direct personal care. This service may include assistance with activities of daily living, such as helping the recipient to bathe, get in and out of bed, care for hair and teeth, exercise, and take medications specifically ordered by the physician.	MI,ID 16	DD	Standardized Assessment support the need for this service
Job development	<p>Services that assist individuals in preparing for, securing and maintaining gainful, competitive employment.</p> <p>Employment shall be integrated into normalized work settings, shall provide pay of at least minimum wage, and shall be based on the individual's skills, preferences, abilities, and talents. Services assist individuals seeking employment to develop or re-establish skills, attitudes, personal characteristics, interpersonal skills, work behaviors, and functional capacities to achieve positive employment outcomes.</p>	MI,ID 120	DD	Referral shall be within 60 days of request for such service.

Medication Management	Services provided directly to or on behalf of the individual by a licensed professional as authorized by Iowa law including, but not limited to, monitoring effectiveness of and compliance with a medication regimen; coordination with care providers; investigating potentially negative or unintended psychopharmacologic or medical interactions; reviewing laboratory reports; and activities pursuant to licensed prescriber orders.	MI,ID 391	DD	Outpatient treatment evaluation supports the need for this service  Utilization Review: 12 per year
Medication Prescribing	Services with the individual present provided by an appropriately licensed professional as authorized by Iowa law including, but not limited to, determining how the medication is affecting the individual; determining any drug interactions or adverse drug effects on the individual; determining the proper dosage level; and prescribing medication for the individual for the period of time before the individual is seen again.	MI,ID 292	DD	Outpatient treatment evaluation supports the need for this service  Utilization Review: 12 per year
Mental health inpatient treatment	Acute inpatient mental health services are 24-hour settings that provide services to individuals With Acute psychiatric conditions. Primary goal is to provide a comprehensive evaluation, rapidly stabilize acute symptoms, address health and safety needs and develop a comprehensive discharge plan to appropriate level of care.	MI,ID 181	DD	Shall receive treatment within 24 hours available at inpatient mental health services at any state or private mental health unit in Iowa at host region contractual rate in the absence of a contract, SEIL shall reimburse at the current Medicaid rate financial eligibility will not be assessed in the case of involuntary inpatient hospitalizations
Mental health outpatient therapy	Services shall consist of evaluation and treatment services provided on an ambulatory basis for the target population including psychiatric evaluation, medication management and individual, family, and group therapy.	MI,ID 575	DD	Emergency: within 15 minutes of phone contact. Urgent: within 1 hour of presentation or 24 hours of phone contact. Routine: within 4 weeks of request for appointment  Utilization Review: Clinical Eval- 1 every 12 months Therapy- 48 hours per year Group Therapy- 16 hours per year

Peer support services	A program provided by a peer support specialist including but not limited to education and information, individual advocacy, family support groups, crisis response, and respite to assist individuals in achieving stability in the community.	MI,ID 320	DD	Individuals receiving recovery services shall not have to travel more than 30 miles if residing in urban area or 45 miles if residing in rural area
Personal emergency response system	An electronic device connected to a 24-hour staffed system which allows the individual to access assistance in the event of an emergency.	MI,ID 35	DD	Standardized Assessment support the need for this service
Prevocational services	Services that focus on developing generalized skills that prepare an individual for employment. Prevocational training topics include but are not limited to attendance, safety skills, following directions, and staying on task.	MI,ID 53	DD	Standardized Assessment support the need for this service
Respite Services	A temporary period of relief and support for individuals and their families provided in a variety of settings. The intent is to provide a safe environment with staff assistance for individuals who lack an adequate support system to address current issues related to a disability. Respite may be provided for a defined period of time; respite is either planned or provided in response to a crisis.	MI,ID 35	DD	Standardized Assessment support the need for this service
Supported Community Living Services	Services provided in a non-institutional setting to adult persons with mental illness, mental retardation, or developmental disabilities to meet the persons' daily living needs.	MI,ID 262	DD 2	First appointment shall occur within 4 weeks of the request For HCBS and Habilitation site services funding is limited to 90 days to allow for Medicaid eligibility to be established

Supported Employment	<p>An approach to helping individuals participate as much as possible in competitive work in integrated work settings that are consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the individuals. Services are targeted for individuals with significant disabilities for whom competitive employment has not traditionally occurred; or for whom competitive employment has been interrupted or intermittent as a result of a significant disability including either individual or group supported employment, or both, consistent with evidence-based practice standards published by the Substance Abuse and Mental Health Services Administration.</p>	MI, ID 88	DD 4	The initial referral shall take place within 60 days of the individuals request of support for employment
Twenty four hour crisis response	Per provider protocol	MI, ID 807	DD	24 hours a day, 365 days a year provided through community mental health centers
Commitment Related (Evaluations, Sheriff Transport, Legal Representation, Mental Health Advocates)	Court ordered services related to mental health commitments Attorney Fees will be paid at the amount established in IAC 815.7(4)	MI, ID 522	DD	Court order Financial eligibility will not apply to these cost centers

<b>Priority 2 or Beyond Core Services</b>	<b>Description</b>	<b>Target Pop</b>	<b>Add'l Pop</b>	<b>Conditions</b>
<p>Dual Diagnosis treatment (Mount Pleasant MHI)</p> <p>Voluntary and Involuntary (IAC 125 &amp; 229)</p> <p>SEIL is not liable for Community Correction admissions under criminal District Court Orders (DCO)</p>	<p>Treatment services for severe mental illness (mainly psychotic disorders) and problematic drug and/or alcohol use.</p>	<p>MI,ID</p>	<p>DD</p>	<p>Per Iowa Code section 226.9C (2)c; Prior to an individual's admission for dual diagnosis treatment the individual shall have been prescreened. The person performing the prescreening shall either be the mental health professional, as defined in section 228.1, who is contracting with the SEIL to provide the prescreening or a mental health professional with the requisite qualifications. A mental health professional with the requisite qualifications shall meet all of the following qualifications; is a mental health professional as defined in section 228.1, is an alcohol and drug counselor certified by the nongovernmental Iowa board of substance abuse certification, and is employed by or providing services for a facility, as defined in section 125.2. Prior to an individual's admission for Dual Diagnosis treatment, the individual shall have been screened thru SEIL's eligibility process to determine the appropriateness of treatment. A county shall not be chargeable for the costs of treatment for an individual enrolled in and authorized by or decertified by a managed behavioral care plan under the medical assistance program, or other governmental insurance or private insurance.</p>
<p>Transportation</p>	<p>Transportation to day habilitation and vocational programs</p>			<p>Currently not funded by Region</p>
<p>Permanent Supportive Housing</p>	<p>Voluntary, flexible supports to help individuals with psychiatric disabilities choose, get, and keep housing that is decent, safe, affordable, and integrated into the community. Tenants have access to an array of services that help them keep their housing, such as case management, assistance with daily activities, conflict resolution, and crisis response consistent with evidence-based standards published by the Substance Abuse and Mental Health Services Administration</p>	<p>MI,ID</p>	<p>DD</p>	<p>Must have applied for Social Security Benefits, signed an Interim Assistance Reimbursement with a county or SEIL and submitted a medical exemption for Medicaid</p>
<p>Information; Referral Services</p>	<p>Service that informs individuals of available services and programs</p>	<p>MI,ID 606</p>	<p>DD 10</p>	<p>No requirement</p>



Public Education Services	To educate the general public about the realities of mental health and mental illness.	MI,ID 551	DD 10	No Requirement
Homemaker services	Homemaking and personal care services			Currently not funded by Region
Prescription Medicine	Prescription psychiatric medications for persons having a mental health diagnosis			Currently not funded by Region
Residential Care Facilities	Community facility providing care and treatment	MI,ID 88	DD	Standardized assessment must support the need for services of the type and frequency identified in the individual's case plan. Funding is limited to 90 days to allow for individualized and integrated service eligibility to be established.
Peer Drop In	Program that offers a safe, supportive environment within the community for individuals who have experienced mental/emotional problems.	MI,ID 438	DD 10	No Requirement

## **Attachment D- Contracts and Designations**

### **Targeted Case Management and Case Coordination Services**

- Des Moines County Case Management
- DHS Targeted Case Management
- Southeast Iowa Case Management
- Any other case management programs developed by a county or group of counties in SEIL as a case management provider.
- Counseling Associates IHH
- Hillcrest IHH
- Southern Iowa Community Mental Health Center IHH

### **Contracted Service Providers**

- Counseling Associates
- Great River Medical Center
- Great River Mental Health Care Associates
- Hillcrest Family Services
- Hope Haven Area Development
- Optimae Life Services
- Tenco

### **Business Associations**

- Bridgeway
- Dr. Kantamneni
- Dr. Ordon (Fort Madison Physician and Surgeons)
- Family Behavioral Healthcare of Iowa
- First Resources
- Foundation 2 Crisis Center
- Henry County Public Health
- Higgins and Associates
- Home Caring
- Insight Partnership Group
- Iowa Home Based Services
- MHI
- Saint Luke's Hospital
- Southeast Iowa Regional Planning
- Young House Family Services

\*Additional providers may be added throughout the year as services are developed to meet the continuum of service needs of individuals.

## **Attachment E- Charter Document**

### **Draft Charter Document for Welcoming, Trauma-Informed, Integrated Services within Southeast Iowa Link (SEIL) September 11, 2014**

**Southeast Iowa Link** is partnering with its Stakeholders, including Boards of Supervisors, County Coordinators of Disability Services (CDS), partner county agencies (e.g., hospitals, jails), Mental Health (MH), Intellectual Disabilities (ID), and Substance Abuse(SA) service providers, as well as individuals and families, to create an integrated regional system with the following Mission, Vision, and Values:

**MISSION:** Collaborate with our partners to provide welcoming integrated and individualized services that create opportunities to improve lives.

**VISION:** Our system will facilitate accessible, high quality, and comprehensive services to people and families with multiple issues in their lives. We will be welcoming, hopeful, & helpful in providing integrated services to people who have complex MH/SA/DS challenges, including trauma, so that more people can get help in a single door, and fewer people fall through the cracks.

**VALUES:** Welcoming, Service to People, Continuity of Services, High Quality Services, Multi-occurring Capable, Trauma-Informed, Strength Based, Person Centered, Openness, Local Access, Interagency Mutual Support, Accountability, Accepting/Non-Judgmental, Addressing the Whole Person (needs and strengths), Personal Choice, Access to Resources, Prevention, Advocacy, Community Integration, Address Gaps in Services, and Empowerment.

**In order to organize the SEIL region to achieve this mission and vision, the SEIL administrative team will take the following steps:**

1. Formalize and disseminate this charter document as region policy, and append to the management plan.
2. Develop a representative Governing Board, Advisory Board, Regional Change Agent Team, and a Team of Champions representing front line staff and service recipients.
3. Define the roles of each group so there is a clear transparent decision making process
4. Identify working committees which report to the above structure, starting with the Crisis Committee working on a regional crisis continuum.
5. Develop a welcoming policy for the Region, including welcoming not only complex individuals, but each provider welcoming the others as priority partners.
6. Encourage existing and new programs to use the COMPASS-EZ and IA-MOST to make progress toward welcoming, recovery oriented trauma informed, multi-occurring capability
7. Support the development of shared responsibility and partnership planning for complex individuals in crisis, and complex clients who need to transition from institutional to community settings to better utilize available resources.
8. Organize Technical Assistance, consultation, and training for provider partners, front line staff, and champions.

**Each key partner service agency (including County Coordinators of Disability Services) agrees to take the following steps to make progress:**

1. Formally commit to using the vision and steps in the Charter to make change throughout their organization, including all programs becoming trauma informed and multi-occurring capable.

2. Organize an internal change team (Continuous Quality Improvement (CQI) Team), with a change leader, and champions, from each program
3. Send a change leader representative to Change Agent Team meetings, Advisory Board meetings, or other workgroups as indicated, and participate in making a positive change in the SEIL region.
4. Utilize the Compass tool(s) (or IA-MOST) in the organization's programs to set baseline.
5. Develop measurable action plans based on the tools, working on welcoming, access, and so on, as listed below, and identifying opportunities for implementing or improving use of Evidence-Based Practice.
6. Support efforts to have staff (especially on the Team of Champions) work across boundaries to form partnerships with each other to positively impact the lives of persons served in the region.
7. Measure progress in outcomes and performance measures related to:
  - Welcoming Access to Services
  - Identifying Hope and Progress for a Successful Life in the Community
  - Person-Centeredness and Strength-Based Service Delivery
  - Multi-Occurring Capability (MH/ID/SA, etc.)
  - Integration of Health and Wellness
  - Quality of Life and Safety, including shared development of crisis response
  - Engagement of Family and Natural Supports
  - Competency of ALL staff in implementing value-based practice
  - System Evaluation Measures, as they are developed and defined collectively

(Refer to "Quality Management and Improvement" section of the SEIL Management Plan for more information).

## Attachment F- Glossary

# Glossary

### DEFINITIONS

**Access Point** – is a SEIL county service office where applications are received and reviewed for eligibility determination.

**Applicant** -- an individual who applies to receive funding for services and supports from the service system.

**Appellant** – a person who applies to a higher administrative level or court for a reversal of a decision.

**Assessment and Evaluation** -- a service as defined in 441-25.1.

**Assertive Community Treatment** – a program of comprehensive outpatient services provided in the community directed toward the amelioration of symptoms and the rehabilitation of behavioral, functional, and social deficits of individuals with severe and persistent mental disorders and individuals with complex symptomology who require multiple mental health and supportive services to live in the community consistent with evidence-based practice standards published by the Substance Abuse and Mental Health Services Administration.

**Assistive Technology Account** -- funds in contracts, savings, trust or other financial accounts, financial instruments, or other arrangements with a definite cash value that are set aside and designated for the purchase, lease, or acquisition of assistive technology, assistive technology services, or assistive technology devices. Assistive technology accounts must be held separately from other accounts. Funds must be used to purchase, lease, or otherwise acquire assistive technology services or devices for a working individual with a disability. Any withdrawal from an assistive technology account other than for the designated purpose becomes a countable resource.

**Authorized Representative** -- a person designated by the individual or by Iowa law to act on the individual's behalf in specified affairs to the extent prescribed by law.

**Brain Injury (BI)** means clinically evident damage to the brain resulting directly or indirectly from trauma, infection, anoxia, vascular lesions or tumor of the brain, not primarily related to degenerative or aging processes, which temporarily or permanently impairs a person's physical, cognitive, or behavioral functions. Iowa Administrative Code 83.81.

The person must have a diagnosis from the following list:

Malignant neoplasms of brain, cerebrum.

Malignant neoplasms of brain, frontal lobe.

Malignant neoplasms of brain, temporal lobe.

Malignant neoplasms of brain, parietal lobe.

Malignant neoplasms of brain, occipital lobe.

Malignant neoplasms of brain, ventricles.

Malignant neoplasms of brain, cerebellum.

Malignant neoplasms of brain, brain stem.

Malignant neoplasms of brain, other part of brain, includes midbrain, peduncle, and medulla oblongata.

Malignant neoplasms of brain, cerebral meninges.

Malignant neoplasms of brain, cranial nerves.

Secondary malignant neoplasm of brain.

Secondary malignant neoplasm of other parts of the nervous system, includes cerebral meninges.

Benign neoplasm of brain and other parts of the nervous system, brain.

Benign neoplasm of brain and other parts of the nervous system, cranial nerves.

Benign neoplasm of brain and other parts of the nervous system, cerebral meninges.

Encephalitis, myelitis and encephalomyelitis.

Intracranial and intraspinal abscess.

Anoxic brain damage.

Subarachnoid hemorrhage.

Intracerebral hemorrhage.

Other and unspecified intracranial hemorrhage.

Occlusion and stenosis of precerebral arteries.  
Occlusion of cerebral arteries.  
Transient cerebral ischemia.  
Acute, but ill-defined, cerebrovascular disease.  
Other and ill-defined cerebrovascular diseases.  
Fracture of vault of skull.  
Fracture of base of skull.  
Other and unqualified skull fractures.  
Multiple fractures involving skull or face with other bones.  
Concussion.  
Cerebral laceration and contusion.  
Subarachnoid, subdural, and extradural hemorrhage following injury.  
Other and unspecified intracranial hemorrhage following injury.  
10/2/13 Human Services[441] Ch. 83, p.27  
Intracranial injury of other and unspecified nature.  
Poisoning by drugs, medicinal and biological substances.  
Toxic effects of substances.  
Effects of external causes.  
Drowning and nonfatal submersion.  
Asphyxiation and strangulation.  
Child maltreatment syndrome.  
Adult maltreatment syndrome.

**Case Management** -- service provided by case manager who assists individuals in gaining access to needed medical, social, educational, and other services thru assessment, development of a care plan, referral, monitoring and follow-up using a strength-based service approach that helps individuals achieve specific desired outcomes leading to a healthy self-reliance and interdependence with their community.

**Case Manager** – a person who has completed specified and required training to provide case management thru the medical assistance program or the Iowa Behavioral Health Care Plan.

**Chief Executive Officer (CEO)** -- the individual chosen and supervised by the governing board who serves as the single point of accountability for the mental health and disability services region.

**Community Services Network (CSN)** -- the SEIL Management Information System (MIS).

**Crisis Evaluation** -- the process used with an individual to collect information related to the individual's history and needs, strengths, and abilities in order to determine appropriate services or referral during an acute crisis episode.

**Choice** -- the individual or authorized representative chooses the services, supports, and goods needed to best meet the individual's goals and accepts the responsibility and consequences of those choices.

**Clear lines of Accountability** -- the structure of the governing board's organization makes it evident that the ultimate responsibility for the administration of the non-Medicaid funded mental health and disability services lies with the governing board and that the governing board directly and solely supervises the organization's chief executive officer.

**Community** -- an integrated setting of an individual's choice.

**Coordinator of Disability Services** -- as defined in Iowa Code 331.390.3.b a coordinator shall possess a bachelor's or higher level degree in a human services-related or administration-related field, including but not limited to social work, psychology, nursing or public or business administration, from an accredited college or university. However, in lieu of a degree in public or business administration, a coordinator may provide documentation of relevant management experience.

**Countable Resource** – means all liquid and non-liquid assets owned in part or in whole by the individual household that could be converted to cash to use for support and maintenance and that the individual household is not legally restricted from using for support and maintenance.

**County of Residence** -- means the county in this state in which, at the time a person applies for or receives services, the person is living and has established an ongoing presence with the declared, good faith intention of living in the county for a permanent or indefinite period of time. The county of residence of a person who is a homeless person is the county where the homeless person usually sleeps. A person maintains residency in the county in which the person last resided while the person is present in another county receiving services

in a hospital, a correctional facility, a halfway house for community-based corrections or substance-related treatment, a nursing facility, an intermediate care facility for persons with an intellectual disability, or a residential care facility, or for the purpose of attending a college or university.

**Day Habilitation** -- Services that assist or support the individual in developing or maintaining life skills and community integration. Services shall enable or enhance the individual's functioning, physical and emotional health and development, language and communication development, cognitive functioning, socialization and community integration, functional skill development, behavior management, responsibility and self-direction, daily living activities, self-advocacy skills, or mobility.

**Emergency Service** – any healthcare service provided to evaluate and/or treat any medical condition such that a prudent lay person possessing an average knowledge of medicine and health, believes that immediate unscheduled medical care is required.

**Empowerment** -- that the service system ensures the rights, dignity, and ability of individuals and their families to exercise choices, take risks, provide input, and accept responsibility.

**Evidence-based Services** – using interventions that have been rigorously tested, have yielded consistent, replicable results, and have proven safe, beneficial, and effective and have established standards for fidelity of the practice.

**Exempt Resource** -- a resource that is disregarded in the determination of eligibility for public funding assistance and in the calculation of client participation amounts.

**Family Psychoeducation** – services including the provision of emotional support, education, resources during periods of crisis, and problem-solving skills consistent with evidence-based practice standards published by the Substance Abuse and Mental Health Services Administration.

**Family Support** -- Services provided by a family support peer specialist that assists the family of an individual to live successfully in the family home or community including, but not limited to, education and information, individual advocacy, family support groups, and crisis response.

**Fidelity Scales** – a tool to enable evaluators to examine/measure how closely a specific program adheres to the essential components of a model for evidence-based practice.

**Functional Assessment** – means the analysis of daily living skills. The functional assessment takes into account the strengths, the stated needs and level and kind of disability of the individual using the service.

**Health Home** -- A service model that facilitates access to an interdisciplinary array of medical care, behavioral health care, and community-based social services and supports for both children and adults with chronic conditions. Services may include comprehensive care management; care coordination and health promotion; comprehensive transitional care from inpatient to other settings, including appropriate follow-up; individual and family support, which includes authorized representatives; referral to community and social support services, if relevant; and the use of health information technology to link services, as feasible and appropriate.

**Home and Community Based Waiver Programs** -- are programs that allow the state to access Medicaid funding (through a waiver) to develop and implement an array of community based services. The services offered through each waiver program must meet the public standards of the health, safety, and welfare of the consumers. These services are directed to Medicaid Eligible persons who require a level of care previously provided only in a hospital or nursing facility. The waiver programs offer services beyond what are available through the regular Medicaid Program. Currently there are six (6) Waiver programs in the state of Iowa, they are:

HCBS AIDS/HIV Waiver

HCBS Brain Injury Waiver

HCBS Elderly Waiver

HCBS Ill and Handicapped Waiver

HCBS Intellectual Disability Waiver

HCBS Physical Disability Waiver

**Home and Vehicle Modification** -- A service that provides physical modifications to the home or vehicle that directly address the medical health or remedial needs of the individual that are necessary to provide for the health, welfare, and safety of the member and to increase or maintain independence.

**Home Health Aid** -- Unskilled medical services which provide direct personal care. This service may include assistance with activities of daily living, such as helping the recipient to bathe, get in and out of bed, care for hair and teeth, exercise, and take medications specifically ordered by the physician.

**Homeless Person** – a person who lacks a fixed, regular, and adequate nighttime residence and who has a primary nighttime residence that is one of the following: a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations. b. An institution that provides a temporary residence for persons intended to be institutionalized. c. A public or private place not designed for, ordinarily used as, a regular sleeping accommodation for human beings.

**Household** -- for an individual who is 18 years of age or over, the individual, the individual's spouse or domestic partner, and any children, step-children, or wards under the age of 18 who reside with the individual. For an individual under the age of 18, household -- the individual, the individual's parents (or parent and domestic partner), step-parents or guardians, and any children, step-children, or wards under the age of 18 of the individual's parents (or parent and domestic partner), step-parents, or guardians who reside with the individual.

**Illness Management and Recovery** -- a broad set of strategies designed to help individuals with serious mental illness collaborate with professionals, reduce the individuals' susceptibility to the illness, and cope effectively with the individuals' symptoms consistent with evidence-based practice standards published by the Substance Abuse and Mental Health Services Administration.

**Income** -- all gross income received by the individual's household, including but not limited to wages, income from self-employment, retirement benefits, disability benefits, dividends, annuities, unemployment compensation, alimony, child support, investment income, rental income, and income from trust funds.

**Indicator** -- means conditions that will exist when the activity is done competently and benchmarks are achieved. Indicators also provide a means to assess the activity's effect on outcomes of services.

**Individual** -- any person seeking or receiving services in a regional service system.

**Individualized Services** -- services and supports that are tailored to meet the personalized needs of the individual.

**Integrated Treatment for Co-occurring Substance Abuse and Mental Health** – effective dual diagnosis programs that combine mental health and substance abuse interventions tailored for the complex needs of individuals with co-morbid disorders. Critical components of effective programs include a comprehensive long-term, staged approach to recovery; assertive outreach; motivational interviews; provision of help to individuals in acquiring skills and supports to manage both illnesses and pursue functional goals with cultural sensitivity and competence consistent with evidence-based practice standards published by the Substance Abuse and Mental Health Services Administration.

**Job Development** -- Services that assist individuals in preparing for, securing and maintaining gainful, competitive employment. Employment shall be integrated into normalized work settings, shall provide pay of at least minimum wage, and shall be based on the individual's skills, preferences, abilities, and talents. Services assist individuals seeking employment to develop or re-establish skills, attitudes, personal characteristics, interpersonal skills, work behaviors, and functional capacities to achieve positive employment outcomes.

**Liquid Assets** -- assets that can be converted to cash in 20 days. These include but are not limited to cash on hand, checking accounts, savings accounts, stocks, bonds, cash value of life insurance, individual retirement accounts, certificates of deposit, and other investments.

**Managed Care** -- a system that provides the coordinated delivery of services and supports that are necessary and appropriate, delivered in the least restrictive settings and in the least intrusive manner. Managed care seeks to balance three factors: achieving high-quality outcomes for participants, coordinating access, and containing costs.

**Managed System** -- a system that integrates planning, administration, financing, and service delivery. The system consists of the financing or governing organization, the entity responsible for care management, and the network of service providers.

**Management Team** – The Coordinators of Disability Services representing each member county



**Medical Savings Account** -- an account that is exempt from federal income taxation pursuant to Section 220 of the United States Internal Revenue Code (26 U.S.C. §220) as supported by documentation provided by the bank or other financial institution. Any withdrawal from a medical savings account other than for the designated purpose becomes a countable resource.

**Medication Management** -- Services provided directly to or on behalf of the individual by a licensed professional as authorized by Iowa law including, but not limited to, monitoring effectiveness of and compliance with a medication regimen; coordination with care providers; investigating potentially negative or unintended psychopharmacologic or medical interactions; reviewing laboratory reports; and activities pursuant to licensed prescriber orders.

**Medication Prescribing** -- Services with the individual present provided by an appropriately licensed professional as authorized by Iowa law including, but not limited to, determining how the medication is affecting the individual; determining any drug interactions or adverse drug effects on the individual; determining the proper dosage level; and prescribing medication for the individual for the period of time before the individual is seen again.

**Mental Health Outpatient Therapy** -- Services shall consist of evaluation and treatment services provided on an ambulatory basis for the target population including psychiatric evaluation, medication management and individual, family, and group therapy.

**Mental Health Professional** -- the same as defined in Iowa code section 228.1(6) means an individual who has either of the following qualifications:

*a.* The individual meets all of the following requirements:

(1) The individual holds at least a master's degree in a mental health field, including but not limited to psychology, counseling and guidance, nursing, and social work, or is an advanced registered nurse practitioner, a physician assistant, or a physician and surgeon or an osteopathic physician and surgeon.

(2) The individual holds a current Iowa license if practicing in a field covered by an Iowa licensure law.

(3) The individual has at least two years of post-degree clinical experience, supervised by another mental health professional, in assessing mental health needs and problems and in providing appropriate mental health services.

*b.* The individual holds a current Iowa license if practicing in a field covered by an Iowa licensure law and is a psychiatrist, an advanced registered nurse practitioner who holds a national certification in psychiatric mental health care registered by the board of nursing, a physician assistant practicing under the supervision of a psychiatrist, or an individual who holds a doctorate degree in psychology and is licensed by the board of psychology.

**Multi-occurring** -- Persons with multi-occurring conditions is defined as any person of any age with any combination of any MH condition (including trauma) and/or developmental or cognitive disability (including Brain Injury) and/or any Substance abuse condition, including gambling and nicotine dependence, whether or not they have already been diagnosed. Individuals with multi-occurring conditions commonly also have medical, legal, housing, financial, and parenting issues and conditions and other complex needs.

**Non-liquid Assets** -- assets that cannot be converted to cash in 20 days. Non-liquid assets include, but are not limited to, real estate, motor vehicles, motor vessels, livestock, tools, machinery, and personal property.

**Outcomes** -- means the result of the performance or nonperformance of a function or process or activity.

**Peer Support Services** -- a program provided by a peer support specialist including but not limited to education and information, individual advocacy, family support groups, crisis response, and respite to assist individuals in achieving stability in the community.

**Peer Support Specialist** -- an individual who has experienced a severe and persistent mental illness and who has successfully completed standardized training to provide peer support services thru the Medical Assistance Program or the Iowa Behavioral Health Care Plan.

**Permanent Supportive Housing** -- voluntary, flexible supports to help individuals with psychiatric disabilities choose, get, and keep housing that is decent, safe, affordable, and integrated into the community.

Tenants have access to an array of services that help them keep their housing, such as case management, assistance with daily activities, conflict resolution, and crisis response consistent with evidence-based standards published by the Substance Abuse and Mental Health Services Administration.

**Personal Emergency Response System** -- an electronic device connected to a 24-hour staffed system which allows the individual to access assistance in the event of an emergency.

**Population** -- as defined in Iowa Code 331.388.

**Prevocational Services** -- services that focus on developing generalized skills that prepare an individual for employment. Prevocational training topics include but are not limited to attendance, safety skills, following directions, and staying on task.

**Provider** -- an individual, firm, corporation, association, or institution which is providing or has been approved to provide medical assistance, is accredited under Chapter 24, holds a professional license to provide the services, is accredited by an national insurance panel, or holds other national accreditation or certification.

**Regional Administrator or Regional Administrative Entity** -- the administrative office, or organization formed by agreement of the counties participating in a mental health and disability services region to function on behalf of those counties.

**Regional Services Fund** -- the mental health and disability regional services fund created in Iowa code section 225C.7A.

**Regional Service System Management Plan** -- the SEIL service system plan developed pursuant to Iowa Code 331.393 for the funding and administration of non-Medicaid funded mental health and disability services including an annual service and budget plan, a policy and procedure manual, and an annual report and how SEIL will coordinate with the Iowa Department of Human Services in the provision of mental health and disability services funded under the medical assistance program.

**Requisite Qualifications** -- A mental health professional with the requisite qualifications shall meet all of the following qualifications: is a mental health professional as defined in section 228.1, is an alcohol and drug counselor certified by the nongovernmental Iowa board of substance abuse certification, and is employed by or providing services for a facility, as defined in section 125.2.

**Resources** -- all liquid and non-liquid assets owned in part or in whole by the individual and/or household that could be converted to cash to use for support and maintenance and that the individual household is not legally restricted from using for support and maintenance.

**Respite** -- a temporary period of relief and support for individuals and their families provided in a variety of settings. The intent is to provide a safe environment with staff assistance for individuals who lack an adequate support system to address current issues related to a disability. Respite may be provided for a defined period of time; respite is either planned or provided in response to a crisis.

**Retirement Account** -- any retirement or pension fund or account listed in Iowa Code section 627.6(8)“f”.

**Retirement Account in the Accumulation Stage** -- a retirement account into which a deposit was made in the previous tax year. Any withdrawal from a **retirement account becomes a countable resource**.

**Rural** – any area that is not defined as urban.

**Service System** -- refers to the mental health and disability services and supports administered and paid from the SEIL services fund.

**State Case Status** -- an individual who has no county of residence.

**State Commission** – MHDS Commission as defined in Iowa Code 225C.5.

**Strength Based Case Management** – a service that focuses on possibilities rather than problems and strives to identify and develop strengths to assist individuals reach their goals leading to a healthy self-reliance and interdependence with their community. Identifiable strengths and resources include family, cultural, spiritual, and other types of social and community-based assets and networks.

**Supported Community Living Services** -- services provided in a non-institutional setting to adult persons with mental illness, mental retardation, or developmental disabilities to meet the persons' daily living needs.

**Supported Employment** -- an approach to helping individuals participate as much as possible in competitive work in integrated work settings that are consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the individuals. Services are targeted for

individuals with significant disabilities for whom competitive employment has not traditionally occurred; or for whom competitive employment has been interrupted or intermittent as a result of a significant disability including either individual or group supported employment, or both, consistent with evidence-based practice standards published by the Substance Abuse and Mental Health Services Administration.

**System of Care** -- the coordination of a system of services and supports to individuals and their families that ensures they optimally live, work, and recreate in integrated communities of their choice.

**System Principles** -- practices that include individual choice, community and empowerment.

**Trauma Focused Services** – services provided by care givers and professionals that recognize when an individual who has been exposed to violence is in need of help to recover from adverse impacts; recognize and understand the impact that exposure to violence has on victims’ physical, psychological, and psychosocial development and well-being; and respond by helping in ways that reflect awareness of adverse impacts and consistently support the individual’s recovery.

**Trauma Informed Care** – services that are based on an understanding of the vulnerabilities or triggers of those that have experienced violence, that recognize the role violence has played in the lives of those individuals, that are supportive of recovery, and that avoid retraumatization including trauma-focused services and trauma-specific treatment.

**Trauma-Specific Treatment** – services provided by a mental health professional using therapies that are free from the use of coercion, restraints, seclusion, and isolation; and designed specifically to promote recovery from the adverse impacts of violence exposure on physical, psychological, psychosocial development, health and well-being.

**Urban** – a county that has a total population of 50,000 or more residents or includes a city with a population of 20,000 or more.

**Urgent Services** – category of walk-in clinic focused on the delivery of ambulatory care in a dedicated medical facility outside of a traditional emergency room.

**Southeast Iowa Link**  
**Mental Health and Disability Services**  
Management Plan  
Policies and Procedures

**Forms Appendix**

Application	45
Residency Information Worksheet	49
Change of Information Form	51
Authorization to Obtain and Disclose Information	52
Notice of Enrollment	53
Request for Service Funding	54
Notice of Service Authorization	55
Provider and Program Participation Agreement	56
Notice of Privacy Practices	61

# SOUTHEAST IOWA LINK MENTAL HEALTH DISABILITY SERVICES Application Form

Application Date: \_\_\_\_\_ Date Received by local MHDS Office: \_\_\_\_\_  
Agency/contact person completing this form, including contact information: \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Maiden: \_\_\_\_\_

Prefix:  Dr.  Miss  Mr.  Mrs.  Ms.  Prof. Suffix:  D.D.  Esq.  I  II  III  Jr.  MD  PhD  Sr.

SSN#: \_\_\_\_\_ US Citizen:  Yes  No Date of Birth: \_\_\_\_\_ Gender:  Female  Male

Veteran Status:  Yes  No Military Branch and Type of Discharge: \_\_\_\_\_ Dates: \_\_\_\_\_

Marital Status:  Single  Married(includes common law)  Divorced  Separated  Widowed

Race:  White  Black or African American  American Indian or Alaska Native  Asian or Pacific Islander  
 Other (biracial; Sudanese; etc.) \_\_\_\_\_  Unknown

Ethnicity:  Hispanic or Latino  Non Hispanic or Latino

Primary Language:  English  Spanish  French  German  Vietnamese  Other: \_\_\_\_\_

Legal Status:  Voluntary  Involuntary-Civil  Involuntary-Criminal  Probation  Parole  Jail/Prison

State ID #: \_\_\_\_\_ Legal Issues:  Yes  No If yes, please specify: \_\_\_\_\_

Blind Determination:  Yes  No Determination Date: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work/Other Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Current Address: \_\_\_\_\_  
Street City State Zip County

Dates of Residency at this address: \_\_\_\_\_ to \_\_\_\_\_ # Roommates: \_\_\_\_\_

Current Residential Arrangement: (Check applicable arrangement)

<input type="checkbox"/> Private Residence/Household – Alone	<input type="checkbox"/> Private Residence/Household – With Relatives
<input type="checkbox"/> Private Residence/Household – With Unrelated Persons	<input type="checkbox"/> Foster Care/Family Life Home
<input type="checkbox"/> Correctional Facility	<input type="checkbox"/> Substance-Related Treatment Facility
<input type="checkbox"/> 24-Hour Supported Community Living Home	<input type="checkbox"/> 24-Hour Habilitation Home
<input type="checkbox"/> Residential Care Facility(RCF)	<input type="checkbox"/> RCF/ID
<input type="checkbox"/> RCF/PMI	<input type="checkbox"/> Intermediate Care Facility(ICF)/Nursing Home
<input type="checkbox"/> ICF/ID	<input type="checkbox"/> State MHI
<input type="checkbox"/> State Resource Center	<input type="checkbox"/> Homeless/Shelter/Street
<input type="checkbox"/> Other: Explain _____	

Mailing Address:  Same  Other: \_\_\_\_\_  
Street City State Zip County

Current Employment: (Check applicable employment)

<input type="checkbox"/> Unemployed, available for work	<input type="checkbox"/> Unemployed, unavailable for work	<input type="checkbox"/> Employed, Full time
<input type="checkbox"/> Employed, Part time	<input type="checkbox"/> Retired	<input type="checkbox"/> Student
<input type="checkbox"/> Work Activity	<input type="checkbox"/> Sheltered Work Employment	<input type="checkbox"/> Supported Employment
<input type="checkbox"/> Vocational Rehabilitation	<input type="checkbox"/> Seasonally Employed	<input type="checkbox"/> Armed Forces
<input type="checkbox"/> Homemaker	<input type="checkbox"/> Other _____	

Employment History: (list starting with most recent to all previous. Use another sheet if more space is needed)

Employer	Position	Phone	City, State	Start/End Date	Hrs.	Hrly Wage
1.						
2.						
3.						
4.						

**Education:**

**Interested Persons/Emergency Contact:**

Years of Education: \_\_\_\_\_  
 GED:  Yes  No  
 H.S. Diploma:  Yes  No  
 College Degree: \_\_\_\_\_

Name: \_\_\_\_\_  
 Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

**Guardian/Payee/Conservator:**  Yes  No

Legal Guardian  Protective Payee  Conservator  
 (Check any that are appointed and write in name etc.)  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Legal Guardian  Protective Payee  Conservator  
 (Check any that are appointed and write in name etc.)  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Others in Household:**

First Name and Last Name	Date of Birth	Relationship
1.		
2.		
3.		
4.		

**Gross Monthly Income (before taxes):**

**Applicant Amount:**

**Others in Household Amount:**

(Check type & fill in amount)

<input type="checkbox"/> Veterans Benefits	_____	_____
<input type="checkbox"/> Social Security/SSDI	_____	_____
<input type="checkbox"/> SSI	_____	_____
<input type="checkbox"/> Employment Wages	_____	_____
<input type="checkbox"/> Workers Comp	_____	_____
<input type="checkbox"/> Public or General Assistance	_____	_____
<input type="checkbox"/> Private Relief Agency	_____	_____
<input type="checkbox"/> Food Assistance	_____	_____
<input type="checkbox"/> Family and Friends	_____	_____
<input type="checkbox"/> Child Support	_____	_____
<input type="checkbox"/> FIP	_____	_____
<input type="checkbox"/> R/R Pension	_____	_____
<input type="checkbox"/> Other (Unemployment, etc)	_____	_____
<b>Total Monthly Income:</b>	_____	_____

**NOTICE: Proof of income may be required with this application including but not limited to pay-stubs, tax-returns, etc. If you have reported no income above, how do you pay your bills? (Do not leave blank if no income is reported!)**

\_\_\_\_\_  
 \_\_\_\_\_

**Household Resources:** (Check and fill in amount and agency):

Type	Amount	Bank, Trustee, or Company
<input type="checkbox"/> Savings	_____	_____
<input type="checkbox"/> Checking Account	_____	_____
<input type="checkbox"/> Cash on Hand	_____	_____
<input type="checkbox"/> Time Certificates	_____	_____
<input type="checkbox"/> Burial Fund/Plot/Life Ins(cash value)	_____	_____
<input type="checkbox"/> CDs (cash value)	_____	_____
<input type="checkbox"/> Stocks/Bonds(cash value)	_____	_____
<input type="checkbox"/> Dividend Interest(cash value)	_____	_____
<input type="checkbox"/> Trust Funds	_____	_____
<input type="checkbox"/> Retirement Funds(cash value)	_____	_____
<input type="checkbox"/> Other _____	_____	_____
<b>Total Resources:</b>	_____	

**Motor Vehicles:**  Yes  No      Make, Model & Year: \_\_\_\_\_ Value: \_\_\_\_\_  
 (include car, truck, motorcycle, etc.)      Make, Model & Year: \_\_\_\_\_ Value: \_\_\_\_\_

**Do you, your spouse or dependent children own or have interest in the following:**

House including the one you live in     Any other real-estate or land     Other \_\_\_\_\_  
 If yes to any of the above, please explain: \_\_\_\_\_

**Health Insurance Information:** (Check all that apply)

**Primary Carrier (pays 1<sup>st</sup>)**

<input type="checkbox"/> Applicant Pays	<input type="checkbox"/> Medicaid
<input type="checkbox"/> Medicare	<input type="checkbox"/> Private Insurance
<input type="checkbox"/> No Insurance	<input type="checkbox"/> Marketplace Choice
Company Name _____	
Address _____	
Policy Number: _____	
(or Medicaid/Title 19 or Medicare Claim Number)	

**Secondary Carrier (pays 2<sup>nd</sup>)**

<input type="checkbox"/> Applicant Pays	<input type="checkbox"/> Medicaid
<input type="checkbox"/> Medicare	<input type="checkbox"/> Private Insurance
<input type="checkbox"/> No Insurance	<input type="checkbox"/> Marketplace Choice
Company Name _____	
Address _____	
Policy Number _____	
(or Medicaid/Title 19 or Medicare Claim Number)	

**Have you applied for all other public programs? (Please indicate dates applied and decision if applicable):**

Social Security \_\_\_\_\_       SSI \_\_\_\_\_       Medicaid \_\_\_\_\_  
 Veterans \_\_\_\_\_       Unemployment \_\_\_\_\_       Food Assistance \_\_\_\_\_  
 FIP \_\_\_\_\_       Other \_\_\_\_\_       Other \_\_\_\_\_

**Disability Group/Primary Diagnosis:**

40-Mental Illness     42-Intellectual Disability     43-Developmental Disability     47-Brain Injury     35-Substance Abuse

**Specific Diagnosis determined by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Axis I:** \_\_\_\_\_ **Dx Code:** \_\_\_\_\_  
**Axis II:** \_\_\_\_\_ **Dx Code:** \_\_\_\_\_  
**Axis III:** \_\_\_\_\_ **Dx Code:** \_\_\_\_\_  
**Axis IV:** \_\_\_\_\_ **Dx Code:** \_\_\_\_\_  
**Axis V: (GAF Score & date given):** \_\_\_\_\_

**Do you receive any current mental health or substance abuse services (include provider name, location, & dates):**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Do you take any psychotropic medications? Who prescribed them and what was the date?** \_\_\_\_\_

**Allergies:** \_\_\_\_\_

**Why are you here today? What services do you need? (this section must be completed as part of this application):**

Service Requested	Provider (if known)	Rate/Unit	Effective Date
Service Requested	Provider (if known)	Rate/Unit	Effective Date
Service Requested	Provider (if known)	Rate/Unit	Effective Date
Service Requested	Provider (if known)	Rate/Unit	Effective Date
Service Requested	Provider (if known)	Rate/Unit	Effective Date
Service Requested	Provider (if known)	Rate/Unit	Effective Date

**Referral Source:**

Self  Community Corrections  Family/Friend(s)  Social Service Agency  Targeted Case Management  
 IHH Care Coordinator  Hospital  Physician  RCF/ICF  Other \_\_\_\_\_

**The above listed services have been discussed with me and are requested with my knowledge and consent. As a signatory of this document, I certify that the above information is true and complete to the best of my knowledge, and I authorize the regional and/or local MHDS staff to check for verification of the information provided including, but not limited to, verification with local and/or state Iowa Dept. of Human Services (DHS) staff. I understand that the information gathered in this document is for the use of the regional and/or local MHDS in establishing my ability to pay for services requested, in assuring the appropriateness of services requested, and in confirming residency. I understand that information in this document will remain confidential.**

Applicant's Signature (or Legal Guardian) \_\_\_\_\_

Date \_\_\_\_\_

HIPAA Notice of Privacy Practice Provided:  Yes  No Signature: \_\_\_\_\_

**NOTE: DO NOT WRITE IN THE SPACE BELOW-FOR MHDS USE ONLY**

Unique ID#: \_\_\_\_\_ Date Contacted: \_\_\_\_\_

Disability Group-DX Type:  MI  ID  DD  BI  SA  
Residency: \_\_\_\_\_ (Attach Residency Checklist if needed)

Determination:  Accepted  Denied (see comments below)  Pending (see comments below)

Funding Secured:  YES  NO Arranged: \_\_\_\_\_

Date of Decision: \_\_\_\_\_ Date NOD sent: \_\_\_\_\_

If denied, check applicable reason:

- Over income/resource guidelines
- Does not meet diagnostic criteria
- Does not meet plan criteria
- Assessment does not meet criteria
- Other county of residence \_\_\_\_\_
- Applicant desires to stop process
- Other \_\_\_\_\_

Other referrals given (DHS, TCM, IHH, etc.): \_\_\_\_\_

MHDS staff making determination & date: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





\*

Previous Address City State County

- Private Residence/Household – Alone  Private Residence/Household – With Relatives
- Private Residence/Household – With Unrelated Persons  Foster Care/Family Life Home
- Correctional Facility  Substance-related Treatment Facility  24-Hour Habilitation Home
- 24-Hour Supported Community Living Home  Residential Care Facility(RCF)  RCF/ID  RCF/PMI
- Intermediate Care Facility(ICF)/Nursing Home  ICF/ID  State MHI  State Resource Center
- Homeless/Shelter/Street  Other: Explain \_\_\_\_\_

Dates of Residency at this address: \_\_\_\_\_ to \_\_\_\_\_

Residency Determined?  Yes, County of Residence: \_\_\_\_\_  
 No, Please Continue.

\*

Previous Address City State County

- Private Residence/Household – Alone  Private Residence/Household – With Relatives
- Private Residence/Household – With Unrelated Persons  Foster Care/Family Life Home
- Correctional Facility  Substance-related Treatment Facility  24-Hour Habilitation Home
- 24-Hour Supported Community Living Home  Residential Care Facility(RCF)  RCF/ID  RCF/PMI
- Intermediate Care Facility(ICF)/Nursing Home  ICF/ID  State MHI  State Resource Center
- Homeless/Shelter/Street  Other: Explain \_\_\_\_\_

Dates of Residency at this address: \_\_\_\_\_ to \_\_\_\_\_

Residency Determined?  Yes, County of Residence: \_\_\_\_\_  
 No, Please Continue.

As a signatory of this document, I certify that the above information is true and complete to the best of my knowledge, and I authorize the County MHDS staff to check for verification of the information provided. I understand that the information gathered in this document is for the use of the County in confirming residency. I understand that the information in this document will remain confidential.

Applicant's Signature (or Legal Guardian) Date

Signature of other completing form if not Applicant or legal Guardian Date

# SOUTHEAST IOWA LINK MENTAL HEALTH DISABILITY SERVICES Change of Information Form

**Date:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**SS#** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Applicant's Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

- Type Address:**
- |  |  |
|--|--|
| <input type="checkbox"/> 24-Hour Habilitation<br><input type="checkbox"/> Correctional Facility<br><input type="checkbox"/> Homeless/Shelter/Street<br><input type="checkbox"/> ICF/Nursing Home<br><input type="checkbox"/> Private Residence/household-Alone<br><input type="checkbox"/> Private Res/household-w/unrelated persons<br><input type="checkbox"/> RCF/PMI<br><input type="checkbox"/> State MHI | <input type="checkbox"/> 24-Hour Supported Comm. Living<br><input type="checkbox"/> Foster Care/Family Life Home<br><input type="checkbox"/> ICF/ID<br><input type="checkbox"/> ICF/PMI<br><input type="checkbox"/> Private Res/household-w/Relatives<br><input type="checkbox"/> RCF/ID<br><input type="checkbox"/> Residential Care Facility<br><input type="checkbox"/> State Resource Center |
|--|--|

**Others in Household:**

First Name and Last Name	Date of Birth	Relationship
1.		
2.		
3.		
4.		

**Current Address:**

\_\_\_\_\_

Street Address                      City                      State                      Zip                      County

**Use as mailing address?** Yes or No \_\_\_\_\_

**What is the Change?**

- |                                  |                       |                        |
|----------------------------------|-----------------------|------------------------|
| _____ Address                    | _____ Phone           | _____ Service Provider |
| _____ Name                       | _____ Income          | _____ Employment       |
| _____ Payee/Guardian/Conservator | _____ Services Needed | _____ Insurance        |
| _____ Emergency Contact          | _____ Resources       | _____ Household size   |

**Please give details of the change:**

\_\_\_\_\_

\_\_\_\_\_

**Effective Date of Change:** \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**Signature of Applicant:** \_\_\_\_\_

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

**Signature of Person Completing this form:** \_\_\_\_\_

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

**SOUTHEAST IOWA LINK**  
**MENTAL HEALTH DISABILITY SERVICES**  
**Authorization to Obtain and/or Disclose Information**

<b>Individual Name:</b>	<b>SSN:</b>	<b>DOB:</b>
-------------------------	-------------	-------------

**“I hereby authorize the county MHDS staff to obtain and/or disclose oral and/or written information that has been indicated below with the following individual(s) and/or agency(s):”**

<b>Address of agency/individual listed above:</b>	<b>Phone &amp; Fax #'s of agency/individual listed above:</b>
---	---

**THIS INFORMATION WILL BE OBTAINED AND/OR DISCLOSED FOR THE FOLLOWING PURPOSE:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Coordination of Services | <input type="checkbox"/> Service Planning    | <input type="checkbox"/> Determining Eligibility for Funding |
| <input type="checkbox"/> Monitoring of Services   | <input type="checkbox"/> Assessment Purposes | <input type="checkbox"/> Other _____                         |

**INFORMATION TO BE OBTAINED AND/OR DISCLOSED:**

- Funding and/or Eligibility \_\_\_\_\_
- Evaluation/Assessment \_\_\_\_\_
- Educational and/or Vocational Assessment
- Family and/or Social Data
- Physical/Mental Status \_\_\_\_\_
- Agency(s) and/or Individual(s) participation, annual plans & reviews, social history, progress reporting, discharge summaries, service planning (if applicable)
- Financial Information \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

**SPECIFIC AUTHORIZATION TO OBTAIN AND/OR DISCLOSE INFORMATION PROTECTED BY STATE OR FEDERAL LAW:**

**“I specifically authorize county MHDS staff to obtain and/or disclose data or information relating to the following:”**  
(Please check and initial appropriate boxes)

- Mental Health  (initial)   
 Substance Abuse  (initial)   
 HIV-AIDS  (initial)

<b>Authorizing Signature</b>	<b>Date</b>	<b>Relationship to Individual (if applicable):</b>
------------------------------	-------------	--

**AFFIRMATION OF AUTHORIZATION:** “I give the above named agency permission to obtain and/or disclose the information that I have selected on this form with the individual(s) and/or agency(s) that have been listed and only for the purpose selected. This authorization is valid up to one year unless specified below. I understand that I may revoke this authorization at any time. The revocation will take effect on the date it is received in writing. As a client, I have the right to access my treatment or other records during treatment and after discharge. Copies of the records may be obtained with reasonable notice and payment of copying cost (see staff for details). I further understand that if the person or entity that receives the above specified information is not a health care provider, health plan, or health care clearinghouse covered by the federal privacy regulation or a business associate of these entities, the information described may be re-disclosed and no longer protected by the regulations.”

**This authorization is valid up to one year unless otherwise specified or noted:** \_\_\_\_\_

<b>Authorizing Signature</b>	<b>Date</b>	<b>Relationship to Individual (if applicable)</b>
------------------------------	-------------	---

**Please send requested information or direct questions to:**

<p><b>Specific County Office Information</b></p> <p>County Address Phone/Fax</p>
--

**Please indicate below if you would like a copy of this Authorization. If you do not indicate either, you will not be given a copy unless you request one verbally.**

- I request a copy of this Authorization:**   
**I decline a copy of this Authorization:**

Southeast Iowa Link  
Notice of Enrollment

**I. APPLICANT INFORMATION**

Applicant's Name & Address:	State ID:	
	Applicants CSN ID#:	

Application for:	
Plan:	Mental Health & Disability
Program:	
Application Date:	

Decision:	
Decision:	
Reason:	
Decision Date:	

Eligibility:	
Eligibility Date:	
CSN ID:	
DX Group:	
County of Residence:	

**Social Security Disability Status:**

**Referral Information:**

Please contact your case worker to coordinate your assistance.

---

Name	Date
Disability Services Coordinator	

**IF YOU ARE DISSATISFIED WITH THIS ACTION, YOU MAY APPEAL THIS DECISION:**

A written appeal or communication must be made to SEIL office issuing the decision within ten (10) days of this determination providing the following information: applicant's name, current address, telephone number, and a statement as to the reason for the appeal. (See attached Appeal Process)

<p>NOTICE: This is your formal enrollment notice for an array of disability support treatment services to be authorized upon completion of a standardized functional assessment. Please keep this letter for your permanent records.</p>
--



Southeast Iowa Link  
Notice of Service Authorization

**I. APPLICANT INFORMATION**

Applicant's Name & Address:	State	
	ID:	
	Applicants CSN ID#:	

**II. SERVICES**

The decision to approve, deny or pend each of the services listed below is printed on the Authorized Service Decision box. Information on the appeal process is listed on the back of this form.

Provider Information	Service	Number of Units	Units Per	Unit Rate	Service Start Date	Service End Date	Authorized Service Decision
1)							
Details:							
Notes:							

**III. CONTACT INFORMATION**

Name:			
Phone:		Email:	

**IV. AUTHORIZATION**

Disability Services Coordinator (Printed):		Phone:	
Disability Services Coordinator Signature:		Date:	

**V. COUNTY TO BE BILLED FOR SERVICES:**

County to be billed for payment of the approved for services:			
Address:			
Phone:		Fax:	

**Southeast Iowa Link**  
**Provider and Program Participation Agreement**

THIS AGREEMENT (the "Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, is by and between **Southeast Iowa Link** and \_\_\_\_\_ ("Provider").

The statements and intentions of the parties, to this Agreement, are as follows:

**Southeast Iowa Link** is an inter-governmental entity organized under Chapter 28E of the Code of Iowa, governed by its Governing Board. Mental health services are funded by Southeast Iowa Link and Administered by the Chief Executive Officer within the scope and according to the criteria of the SEIL Management Plan. Southeast Iowa Link is interested in contracting with Provider to purchase Covered Services for the benefit of Southeast Iowa Link Individuals.

Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health, mental retardation and/or developmental disability services and is interested in contracting with Southeast Iowa Link to provide Covered Services for the benefit of Southeast Iowa Link Individuals.

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

**SECTION 1**  
**Definitions**

**Assignment:** The act of transferring to another all or part of one's property interest or rights.

**Chief Executive Officer:** Administrator of the Region Management Plan as approved by the director of the Department of Human Services.

**Copayment:** The amount which may be charged to Southeast Iowa Link Individual at the time services are rendered.

**Covered Services:** Services enumerated in the Region Management Plan as approved by the Director of Human Services.

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

**Individual Authorization:** An individual authorization is a standard form, signed by an individual, to allow disclosure of their personal health information. The form must include the specific personal health information to be disclosed, who is to receive the information, and when the authorization expires. The individual may revoke the authorization at any time.

**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 that include the following member counties: Des Moines, Henry, Jefferson, Keokuk, Lee, Louisa, Van Buren and Washington

**Southeast Iowa Link Individual:** A person who is eligible and authorized to receive funding as defined in the Region Management Plan as approved by the Director of Human Services.

**Region Management Plan:** Southeast Iowa Link's plan, developed pursuant to Iowa Code Section 331.393, for providing an array of cost-effective individualized services and supports which assist Southeast Iowa Link Individuals



be as independent, productive and integrated into the community as possible within the constraints of the services fund.

**Subcontract:** The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

## **SECTION 2** **Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide Covered Services to each Southeast Iowa Link Individual who is authorized by Chief Executive Officer 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 Region Management Plan. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with federal, state and local laws and regulations and the Region Management Plan, and (b) protects the confidentiality of the Southeast Iowa Link Individual's medical records and Protected Health Information.

**Section 2.2 Compliance with the Region Management Plan.** Provider and its staff shall be bound by and provide Covered Services in compliance with the Region Management Plan. Failure to comply with the Region Management Plan may result in sanctions such as, but not limited to, the loss of reimbursement and/or termination of the Agreement.

**Section 2.3 Authorization and Notification Requirements.** All Covered Services provided to Southeast Iowa Link Individuals by Provider must be authorized by the Chief Executive Officer prior to or at the time of rendering services or in accordance with the Region Management Plan. The Region Management Plan shall not diminish Provider's obligation to render Covered Services consistent with the applicable standard of care.

**Section 2.4 Access to Books and Records.** Unless otherwise required by applicable statutes or regulations, Provider shall allow Southeast Iowa Link access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records at a cost of twenty-five cents (\$.25) a page.

**Section 2.5 Cost Reports.** Provider shall submit an annual cost report to Southeast Iowa Link on forms attached as Attachment B Cost Report Form. The annual cost report shall be filled out pursuant to instructions attached as Attachment C Cost Report Form Instructions. The annual cost report of the previous fiscal year shall be submitted within 90 days of the end of the Provider's fiscal year for each year this Agreement is in effect. Failure to submit a completed annual cost report in a timely manner may be cause for termination of this Agreement.

## **SECTION 3** **Claims Submission and Payment**

**Section 3.1 Claims Submission.** Provider agrees to submit all claims for reimbursement in accordance with the Region Management Plan.

**Section 3.2 Claims Payment.** Southeast Iowa Link will pay claims in accordance with the Region Management Plan.

**Section 3.3 Compensation to Provider.** Provider agrees to accept payment from Southeast Iowa Link for Covered Services provided to Southeast Iowa Link Individuals under this Agreement as payment in full, less any Copayment or other amount which is due from Southeast Iowa Link Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

## **SECTION 4** **Relationship Between the Parties**

**Section 4.1 Relationship Between Southeast Iowa Link and Provider.** The relationship between Southeast Iowa Link and Provider is solely that of independent contractor 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 5**

### **Hold Harmless, Indemnification and Liability Insurance**

**Section 5.1 Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify Southeast Iowa Link against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Southeast Iowa Link that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.2 Southeast Iowa Link Hold Harmless and Indemnification.** Southeast Iowa Link shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Southeast Iowa Link or Southeast Iowa Link employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, professional liability insurance and comprehensive general or umbrella liability insurance. Evidence of insurance shall be provided at the time of execution of this Agreement and may be provided in the form of a certificate of insurance.

## **SECTION 6**

### **Laws and Regulations**

**Section 6.1 Laws and Regulations.** Provider 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 6.2 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 services are rendered to [Regional] 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 6.3 Equal Opportunity Employer.** Southeast Iowa Link is an equal employment opportunity employer. Southeast Iowa Link supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, 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 [Region's] Equal Employment Policy as expressed herein.

**Section 6.4 Confidentiality of Records.** Southeast Iowa Link and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Southeast Iowa Link Individuals under this Agreement in accordance with any applicable laws and regulations, including HIPAA. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Southeast Iowa Link about Individuals, it is fully bound by federal and state laws and regulations, including HIPAA, governing the confidentiality of medical records, mental health records and Protected Health Information.

## **SECTION 7**

### **Term and Termination**

**Section 7.1 Term.** The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, and shall automatically renew on a year to year basis on the same terms and conditions, unless terminated earlier by either party in accordance with this Agreement. This contract shall be reviewed every three (3) years, unless terminated earlier by either party in accordance with this Agreement.

**Section 7.2 Nonrenewal of Agreement.** Either party may chose not to renew this Agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

**Section 7.3 Termination of Agreement Without Cause.** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

**Section 7.4 Termination With Cause by Southeast Iowa Link.** Southeast Iowa Link 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; (b) Provider’s loss of any liability insurance required under this Agreement; (c) bankruptcy filing by the Provider, or (d) Provider’s material breach of any of the terms or obligations of this Agreement.

**Section 7.5 Termination With Cause by Provider.** Provider shall have the right to terminate this Agreement immediately by giving written notice to Southeast Iowa Link upon the occurrence of [Region’s] material breach of any of the terms or obligations of this Agreement.

**Section 7.6 Information to Southeast Iowa Link Individuals.** Provider acknowledges the right of Southeast Iowa Link to inform Southeast Iowa Link Individuals of Provider’s termination and agrees to cooperate with Southeast Iowa Link in deciding on the form of such notification.

**Section 7.7 Continuation of Services After Termination.** Upon request by [Region], Provider shall continue to render Covered Services in accordance with this Agreement until Southeast Iowa Link has transferred Southeast Iowa Link Individuals to another provider or until such Southeast Iowa Link Individual is discharged.

**Section 7.8 Notices to Southeast Iowa Link.** Any notice, request, demand, waiver, consent, approval or other communication to Southeast Iowa Link 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**Section 7.9 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**SECTION 8**  
**Amendments**

**Section 8.1 Amendment.** This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Southeast Iowa Link may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Southeast Iowa Link within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**Section 8.2 Regulatory Amendment.** Southeast Iowa Link may also 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.

**Section 8.3 Region Management Plan Amendment.** Southeast Iowa Link may also amend this Agreement to comply with changes in the Region 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.

**SECTION 9**  
**Other Terms and Conditions**

**Section 9.1 Non-Exclusivity.** This Agreement does not confer upon the Provider any exclusive right to provide services to Southeast Iowa Link Individuals in Provider’s geographical area. Southeast Iowa Link reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

**Section 9.2 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 Southeast Iowa Link.

**Section 9.3 Subcontracting.** Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Southeast Iowa Link.

**Section 9.4 Entire Agreement.** This Agreement and attachments attached hereto constitute the entire agreement between Southeast Iowa Link and Provider, and supersedes or replaces any prior agreements between Southeast Iowa Link and Provider relating to its subject matter.

**Section 9.5 Rights of Provider and Southeast Iowa Link.** Provider agrees that Southeast Iowa Link 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 Southeast Iowa Link shall not use each other’s name, symbol or service mark without prior written approval of the other party.

**Section 9.6 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 effect 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 9.7 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.

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

**SOUTEAST IOWA LINK:**

**PROVIDER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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

## Your Information. Your Rights. Our Responsibilities.

This notice describes SEIL may use or disclose protected health information or personally identifiable information about you and how you can get access to this information. **Please review it carefully.**

### Your Rights

You have the right to:

- Get a copy of your paper or electronic medical information
- Correct your paper or electronic medical information
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

### Your Choices

You have some choices in the way that we use and share information as we:

- Tell family and friends about your condition
- Provide disaster relief
- Provide mental health care

### Our Uses and Disclosures

We may use and share your information as we:

- Authorize funding for you
- Run our organization
- Help with public health and safety issues
- Comply with the law
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

### Your Rights

**When it comes to your health information, you have certain rights.** This section explains your rights and some of our responsibilities to help you.

**Get an electronic or paper copy of your information**

- You can ask to see or get an electronic or paper copy of your medical information and other health information we have about you. Ask us how to do this.

- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

**Ask us to correct your information**

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this. We may deny your request if we did not create the information you want changed.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

**Request confidential communications**

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

**Ask us to limit what we use or share**

- You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.

**Get a list of those with whom we’ve shared information**

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

**Get a copy of this privacy notice**

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

**Choose someone to act for you**

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

**File a complaint if you feel your rights are violated**

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).
- We will not retaliate against you for filing a complaint.

## **Your Choices**

**For certain health information, you can tell us your choices about what we share.** If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation

*If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.*

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

## **Our Uses and Disclosures**

### **How do we typically use or share your health information?**

We typically use or share your health information in the following ways.

#### **Run our organization**

We can use and share your health information to authorize funding, improve your access to services, and contact you when necessary.

*Example: We use health information about you to manage your treatment and services.*

### **How else can we use or share your health information?**

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes.

For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

#### **Help with public health and safety issues**

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

#### **Comply with the law**

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

#### **Work with a medical examiner or funeral director**

We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

#### **Address workers' compensation, law enforcement, and other government requests**

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

**Respond to lawsuits and legal actions**

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

**Our Responsibilities**

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

**Changes to the Terms of this Notice**

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

**Other Instructions for Notice**

- This notice became effective July 1, 2014
- Contact Southeast Iowa Link by calling \_\_\_\_\_ or email \_\_\_\_\_
- You can view our complete HIPAA Policy by going to \_\_\_\_\_
- We never market or sell personal information.
- We will never share any mental health or substance abuse treatment information without your written permission.