



SUBSTANCE USE DISORDER VOUCHER (SUD VOUCHER) PROGRAM APPLICATION

DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL HEALTH DIVISION (BHD)
SFN 859 (6-2023)

Thank you for your interest in becoming a provider for the North Dakota Substance Use Disorder (SUD) Voucher. The SUD Voucher is a state-funded program allowing individuals choice of substance use disorder treatment providers while improving access to quality services. All services reimbursed through the program will assist individuals to remain engaged in their substance use recovery while providing recovery-oriented, person-centered, and trauma-informed care.

Programs must be a licensed Substance Abuse Treatment Program in North Dakota or have an approved Assessment of Need from the department. The following application must be completed in its entirety and signed by the program owner; incomplete or unsigned applications will be returned.

I. PROGRAM INFORMATION

Program Name			
Mailing Address	City	State	ZIP Code + 4
Telephone Number	Toll-free Number	Fax Number	
Program Owner Name		Program Owner Telephone Number	
Program Owner Email Address			
Program Contact Name	Program Contact Title		
Program Contact Telephone Number	Program Contact Email Address		
Physical Address (if different from mailing address)	City	State	ZIP Code + 4
Current SUD Program License Number	Program Tax ID Number		

II. SERVICES REQUESTED

Services Requested for Reimbursement (check all that apply)

Adult Services:

- | | |
|--|---|
| <input type="checkbox"/> Assessment | <input type="checkbox"/> Family Therapy |
| <input type="checkbox"/> Outpatient Treatment | <input type="checkbox"/> Screening |
| <input type="checkbox"/> Intensive Outpatient Treatment | <input type="checkbox"/> Recovery Coaching/Peer Support |
| <input type="checkbox"/> High Intensity Residential | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Partial Hospitalization/Day Treatment | <input type="checkbox"/> Methadone Maintenance |
| <input type="checkbox"/> Room and Board | <input type="checkbox"/> Urine Analysis |
| <input type="checkbox"/> Individual Therapy | |

Adolescent Services:

- | | |
|--|---|
| <input type="checkbox"/> Assessment | <input type="checkbox"/> Family Therapy |
| <input type="checkbox"/> Outpatient Treatment | <input type="checkbox"/> Screening |
| <input type="checkbox"/> Intensive Outpatient Treatment | <input type="checkbox"/> Recovery Coaching/Peer Support |
| <input type="checkbox"/> Medium Intensity Residential | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Partial Hospitalization/Day Treatment | <input type="checkbox"/> Urine Analysis |
| <input type="checkbox"/> Room and Board | |
| <input type="checkbox"/> Individual Therapy | |

III. REQUIRED ATTACHMENTS	
<div>1. Substance Use Disorder Treatment Voucher Policies and Procedures in accordance with North Dakota Administrative Code article 75-09.1-11-02. Providers must create unique policies to their program which align with Administrative Code. Copy of Code will not be accepted as provider policy.</div> <div>2. Policies/Procedures and any other documentation identifying how requested services/programming is based on best practice, is individualized, trauma-informed, recovery-oriented, and person-centered.</div> <div>3. Substitute IRS W-9 Form.</div> <div>4. Certification of Good standing with North Dakota Secretary of State or State of origin.</div> <div>5. Signed SUD Voucher Program Agreement (pages 3 through 7 of application).</div>	
IV. SIGNATURE	
The undersigned certifies to being the responsible entity for administering the SUD Voucher and all the above information is true and accurate to the best of my knowledge. I agree to be bound by the rules and regulations of North Dakota Administrative Code, Chapter 75-09.1-11, the SUD Voucher Program Agreement and all terms set forth in the most updated SUD Voucher Program Guidance.	
Program Owner Signature	Date

SUD VOUCHER PROGRAM AGREEMENT

This SUD Voucher Program Agreement is entered into by the State of North Dakota, acting through its North Dakota Department of Health and Human Services, Behavioral Health Division, (Department) and

Provider Name

executed pursuant to the terms and conditions set forth herein. In consideration of the mutual terms and conditions, the parties agree as follows:

I. PURPOSE:

The purpose of this SUD Voucher Program Agreement is to provide individual choice of provider and access to substance use disorder (SUD) treatment and recovery services for individuals who meet medical necessity and do not have another means of payment.

II. THE PROVIDER AGREES TO:

- a. Maintain a SUD Treatment Program license in compliance with Chapter 75-09.11;
- b. Comply with the SUD Treatment Voucher System Administrative Rules set forth in Chapter 75-09.1-11;
- c. Inform individuals on the option to have services paid through the SUD Voucher System if eligibility requirements are met;
- d. Become enrolled and credentialed to bill North Dakota Medicaid and Medicaid Expansion;
- e. Assist individuals in applying for Medicaid when applicable;
- f. Ensure compliance with the most recent updated SUD Voucher Program Guidance;
- g. Ensure all funding sources are exhausted before utilizing the SUD Voucher System; attempt contracted services with all third-party payers utilized by the individual your program serves. If unable to contract with third-party payer, email denial reason to SUD Voucher program;
- h. Develop and implement a policy to ensure repayment to the SUD Voucher for services reimbursed from other payers;
- i. Provide program and service information to applicants to allow for individual choice;
- j. Ensure a release of information is signed between the provider and Department prior to releasing client information;
- k. Ensure a release of information is signed between Department and any health care coverage or insurance company when applicable;
- l. Submit in writing to the Department when a release of information is revoked;
- m. Provide assistance to individuals meeting criteria (ND Administrative Rule Section 75-09.1-11-07) in filling out and submitting the SUD Voucher application;
- n. Provide the following approved service(s) under the SUD Voucher System:

Services Requested for Reimbursement (from page 1)

Adult Services:

- | | |
|--|---|
| <input type="checkbox"/> Assessment | <input type="checkbox"/> Family Therapy |
| <input type="checkbox"/> Outpatient Treatment | <input type="checkbox"/> Screening |
| <input type="checkbox"/> Intensive Outpatient Treatment | <input type="checkbox"/> Recovery Coaching/Peer Support |
| <input type="checkbox"/> High Intensity Residential | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Partial Hospitalization/Day Treatment | <input type="checkbox"/> Methadone Maintenance |
| <input type="checkbox"/> Room and Board | <input type="checkbox"/> Urine Analysis |
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Adolescent Services:

- | | |
|--|---|
| <input type="checkbox"/> Assessment | <input type="checkbox"/> Family Therapy |
| <input type="checkbox"/> Outpatient Treatment | <input type="checkbox"/> Screening |
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| <input type="checkbox"/> Medium Intensity Residential | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Partial Hospitalization/Day Treatment | <input type="checkbox"/> Urine Analysis |
| <input type="checkbox"/> Room and Board | |
| <input type="checkbox"/> Individual Therapy | |

- o. Maintain records to substantiate the clinical rationale and medical necessity for each service received, evaluation of the efficacy of service, and the outcome or discontinuation of treatment for all individuals who are receiving services through the SUD Voucher;
- p. Maintain clinical and other records related to individuals for whom payment was made for services rendered by the provider for a period of seven (7) years from the end of the fiscal year in which the services were provided;
- q. Random audits conducted by Department, which may include inspection of the premises, review of agency, personnel, and individual records, observation of program operations, and interviews with employees and individuals associated with the SUD Voucher;
- r. Only submit for reimbursement for services in which the individual was in attendance and only for the amount of time the individual was in attendance;
- s. Ensure the reimbursement provided for methadone maintenance is full and final payment and individuals shall not be billed;
- t. Submit in writing to the Department when an individual's eligibility status has changed;
- u. Collect and submit process and outcome measures as prescribed by Department;
- v. Participate in training and technical assistance required by Department; and
- w. Provide individuals with free resources at the request of Department.

III. DEPARTMENT AGREES TO:

Reimburse the provider for pre-authorized services provided to individuals on the SUD Voucher for unbundled services provided by the provider, not to exceed the fee schedule identified in the most recent Provider Guidance found on our website <https://www.hhs.nd.gov/behavioral-health/sudvoucher/provider-guidance>. Department will not make any advance payments before performance by provider under this Agreement.

IV. LABOR

Provider may not solicit or hire for personal purposes any individual receiving services from this provider. Provider may not solicit or receive volunteer labor or services for personal purposes an individual receiving services in the Program. Provider may not hire an individual to perform interrelated services, which that individual is currently receiving from this provider.

V. TERMINATION

a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

b. Early Termination in the Public Interest

Department is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, Department, in its sole discretion, by written notice to provider, may terminate this Agreement in whole or in part.

c. Termination for Lack of Funding or Authority

Department may terminate the whole or any part of this Agreement, effective upon delivery of written notice to provider or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause

Department may terminate this Agreement effective upon delivery of written notice to provider, or any later date stated in the notice:

- 1) If provider fails to provide services required by this Agreement within the time specified or any extension agreed to by Department; or
- 2) If provider fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of Department provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

VI. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign or otherwise transfer or delegate to any person other than that party's staff, any right or duty set forth in this Agreement without the other party's express written consent. However, provider may enter into subcontracts provided that any subcontract acknowledges the binding nature of this Agreement and incorporates this Agreement, including any attachments. Provider does not have authority to contract for or incur obligations on behalf of Department.

VII. NOTICE

All notices or other communications required under this Agreement must be given by email, registered, or certified mail, and are complete on the date mailed when addressed to the parties at the following addresses:

Department of Health and Human Services
Behavioral Health Division, Policy Team
600 East Boulevard Ave Dept 325
Bismarck ND 58505-0250

Provider Address

Notice provided under this provision does not meet the notice requirements for monetary claims against Department found at N.D.C.C. § 32-12.2-04.

VIII. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed in accordance with the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

IX. SPOILIATION - NOTICE OF POTENTIAL CLAIMS

Provider shall promptly notify Department of all potential claims that arise or result from this Agreement. Provider shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Department the opportunity to review and inspect the evidence, including the scene of an accident.

X. INDEMNITY

Provider agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers, and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by provider to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under North Dakota Century Code § 54-12-08. Provider also agrees to reimburse the State for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against provider in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

XI. INSURANCE

Provider shall secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with a minimum liability limit of \$2,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- c. Workers' compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

- a. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- b. Provider shall furnish a certificate of insurance to the undersigned Department representative prior to commencement of this Agreement.
- c. Failure to provide insurance as required in this Agreement is a material breach of contract entitling Department to terminate this Agreement immediately.
- d. Provider shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. An updated, current certificate of insurance shall be provided in the event of any change to a policy.

XII. ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL

Department does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. Department does not waive any right to a jury trial.

XIII. CONFIDENTIALITY

Provider agrees not to use or disclose any information it receives from Department under this Agreement that Department has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by Department. Department agrees not to disclose any information it receives from provider that provider has previously identified as confidential and that Department determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of Department and provider to maintain confidentiality of information under this section continues beyond the term of this Agreement, or any extensions or renewals of it.

XIV. COMPLIANCE WITH PUBLIC RECORDS LAW

Provider understands that, except for disclosures prohibited in this Agreement, Department must disclose to the public upon request any records it receives from provider. Provider further understands that any records that are obtained or generated by provider under this Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Provider agrees to contact Department immediately upon receiving a request for information under the open records law and to comply with Department's instructions on how to respond to the request.

The Department, the Attorney General of the state of North Dakota, the Risk Management Division of the Office of Management and Budget, and the federal government and their duly authorized representatives, may have access to the books, documents, papers, and records of provider which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

XV. INDEPENDENT ENTITY

Provider is an independent entity under this Agreement. Provider, its employees, agents, or representatives are not employees of Department for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between Department and provider. Provider retains sole and absolute discretion in the manner and means of carrying out provider's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

XVI. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Provider agrees to comply with all applicable laws, rules, regulations, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Provider agrees to file all required reports, make required payroll deductions, and pay all taxes and premiums owed, including sales and use taxes and unemployment compensation, and workers' compensation premiums, in a timely fashion. Provider shall have and keep current at all times during the term of this Agreement all licenses and permits required by law. Provider's failure to comply with this section may be deemed a material breach by Provider entitling Department to terminate in accordance with the Termination for Cause section of this Agreement.

XVII. STATE AUDIT

Provider shall provide to Department, the North Dakota State Auditor, or the Auditors designee upon request a written copy of all records, regardless of physical form, including records evidencing the accounting practices and procedures employed by provider which are relevant to this Agreement and necessary to conduct a state government audit. However, provider shall have the right to redact any and all information that includes, in whole or in part any proprietary information, trade secret information, confidential information, privileged information, or information that is not relevant to this Agreement and the like. Provider will maintain all such records for at least three (3) years following completion of this Agreement.

XVIII. ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to Department are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, and the Pro-Children Act of 1994.

By signing this Agreement, provider certifies that neither provider nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Provider must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

XIX. MERGER AND MODIFICATION

This Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

This SUD Voucher Program Agreement is effective until June 30, 2025, or sooner, if terminated by either party giving a 30-days' written notice, with or without cause, or funding has been depleted. Any amendment to this SUD Voucher Program Agreement must be in writing and signed by both parties.

State of North Dakota
North Dakota Department of Health and Human Services

Provider Name

Signature
Printed Name
Title
Date

Signature
Printed Name
Title
Date

Submit Program Application, Required Attachments, and Program Agreement to sudvoucher@nd.gov or fax to 701-328-8979