

**FISCAL YEAR 2007 SUBSTANCE ABUSE ADDITIONAL GENERAL
PROVISIONS
(Vendor)**

**ARTICLE XVIII PROVISIONS GENERALLY APPLICABLE TO
SUBSTANCE ABUSE CONTRACTS**

Section 18.01 **Quality Management Plan (QMP) and Quality Improvement.** As required by the Quality Management section of these General Provisions, Contractor shall comply with the following requirements relating to the Contractor's Quality Management Process and submit the QMP to the Contract Manager no later than the end of the first quarter of the contract term. Contractor shall:

- 1) Annually develop, update, implement, and submit a QMP that conforms with Standards of Care Rule §448.504. The QMP must describe the Contractor's methods to measure, assess, and improve:
 - (a) implementation of evidence-based practices and research-based approaches to service delivery;
 - (b) client satisfaction with the services provided by Contractor;
 - (c) service capacity and access to services;
 - (d) client continuum of care; and
 - (e) accuracy of data reported to the state.
- 2) Participate in data verification activities as defined and scheduled by the state, including, but not limited to performing self-audits; submitting self audit results and supporting documentation for the state's desk reviews; and participating in the state's onsite reviews.
- 3) Participate in and actively pursue QMP activities that support performance and outcomes improvement.
- 4) Respond to consultation recommendations by DSHS, which may include but are not limited to
 - (a) staff training;
 - (b) self monitoring activities guided by DSHS, including utilization of quality management tools to self identify compliance issues; and
 - (c) monitoring of BHIPS performance reports.

In addition, at Department's request, treatment Contractors shall participate in the Texas Christian University (TCU) Treatment Process survey by completing Institute of Behavioral Research surveys twice during the Contract term. The treatment Contractor shall complete the surveys and report its responses to the surveys to the Department as specified by the Department.

Section 18.02 **Policies and Procedures.** Contractor shall provide the additional policies and procedures as required by Rule §444.303 to the Contract Manager. Each Contractor shall develop and implement a policy and age-appropriate procedures to protect the rights of children, families and adults participating in a prevention or intervention program. All participants have the right to be free from abuse, neglect and exploitation; be treated with dignity and respect; and make a complaint to the program or the Department at any time. Participants receiving individualized services in an indicated prevention or intervention

program also have the right to refuse or accept services after being informed of services and responsibilities, including program goals and objectives, rules and regulations, and participants rights. The Contractor shall maintain documentation showing that participants receiving individualized services in an indicated prevention or intervention program have received the required information and agreed to participate in the program. Programs that provide services to identified individuals shall maintain the confidentiality of participant-identifying information as required by the federal regulations governing Confidentiality of Alcohol and Drug Patient Records, Code of Federal Regulations, Title 42, Chapter 1, Part 2. Each Contractor shall establish and demonstrate active use of cooperative agreements with available substance abuse and other mental health, health care, and social services to meet the needs of the clients and family members. Agreements to coordinate services must be established in writing, must be renewed annually (through signature or other documented contact), and shall include names of the organizations entering into the agreement, services or activities each organization will provide, signatures of authorized representatives, and dates of action and expiration.

Section 18.03 **Peer Review.** Contractor may be selected for participation in the independent peer review required by the Substance Abuse Prevention and Treatment (SAPT) Block Grant. If Contractor is selected, Contractor shall participate in the peer review process.

Section 18.04 **Disaster Substance Abuse Services.** In accordance with the Disaster Services section of these General Provisions, Contractor may be required to assist in mitigating the psychological trauma experienced by victims, survivors, and responders to a disaster. Contractor may assist the individual or family in returning to a normal (pre-disaster) level of functioning and assist in decreasing the psychological and physical effects of acute and/or prolonged stress. In the event clients already receiving mental health or substance abuse services are impacted, Contractor may work with the affected individuals in conjunction with the individual's current support system.

Contractor shall develop policies and procedures to address response and recovery for mental health and/or substance abuse programs. Contractor's responsibilities shall include, but shall not be limited to the following:

- 1) Provide to the Contract Manager, no later than the 30th day after the date the Contract term begins and in the form required by DSHS, the names and 24-hour contact information of at least two professional staff trained in mental health, substance abuse, or crisis counseling as disaster contacts, and the names and 24-hour contact information of Contractor's Risk Manager or Safety Officer;
- 2) Provide one additional contact for each 250,000 persons in the service area;
- 3) Collaborate with DSHS staff to coordinate disaster/incident response, including but not limited to status reports, the provision of screening, assessment, outreach, referral, crisis counseling, stress management and/or other appropriate services as necessary;
- 4) Assign employees to assist DSHS to meet staffing needs for morgues, schools, hospitals, disaster recovery centers, and other necessary services

- during local, state or federal emergencies;
- 5) Contract with the State to provide FEMA-funded Crisis Counseling Program(s) after federal declarations as appropriate. CCP services include housing, hiring and co-managing CCP Team(s) as appropriate; and
 - 6) Participate in disaster mental health, substance abuse education and public health training programs as necessary.

Contractor may also be required to provide mental health or substance abuse staff or assistance, resources permitting, at temporary morgues; death notification and community support centers; schools and hospitals; mass inoculation sites; and other locations as appropriate and necessary.

Contractor shall provide services, resources permitting, which include but are not limited to outreach, screening and assessment, counseling (individual and group), stress management, information and referral, and public information. Contractor may be required to assist DSHS in staffing the following locations: the State Operations Center (SOC), Disaster Recovery Centers (DRCs) and the Federal/State Joint Field Office (JFO).

Section 18.05 **Abuse, Neglect, Exploitation.** Contractor shall take all steps necessary to protect the health, safety and welfare of its clients. Contractor shall notify appropriate authorities of any allegations of abuse, neglect, or exploitation in a timely manner. Additionally, Contractor shall verbally report all allegations of participant or client abuse, neglect, and exploitation to the Department's Substance Abuse Investigations Division at (800) 832-9623 immediately, submit appropriate documentation within two (2) working days, and maintain adequate evidence demonstrating the Department's receipt of such documentation.

Section 18.06 **Charitable Choice.** As applicable, Contractor will comply with 42 U.S.C. §300x-65 and 42 C.F.R. part 54 (42 C.F.R. 54.8(c) (4) and 54.8(b), Charitable Choice provisions and regulations. The Contractor will use the model notice provided in these regulations.

Section 18.07 **Qualified Service Organization Agreement (QSOA).** In addition to compliance with the Confidentiality Article of these General Provisions, the parties agree that this Contract also serves as a QSOA between the parties under which the Contractor may disclose client-identifying information otherwise protected by 42 C.F.R. pt. 2, for the purpose of providing services. The Department acknowledges that in receiving, storing, processing, or otherwise dealing with any information from the Contractor regarding clients, it is fully bound by 42 C.F.R. pt. 2, which requires the protection of alcohol and drug abuse client identifying information and that it will resist, in judicial proceedings if necessary, any efforts to obtain access to information pertaining to clients except as permitted by 42 C.F.R. pt. 2.

ARTICLE XIX OUTREACH, SCREENING, ASSESSMENT AND REFERRAL (OSAR) SERVICES

Section 19.01 **Non-exclusion by OSAR.** In addition to the provisions in the Rules that

apply to OSAR Contractors, OSAR Contractors shall comply with the prohibitions on admission exclusion set forth in Rules §§448.906 and 448.207.

Section 19.02 **Referrals from OSARs.** Treatment Contractors (both residential and outpatient) and Pregnant/Post-Partum Intervention Service (PPI) Contractors must accept referrals from the OSAR Contractors in their health and human services (HHS) region.

Section 19.03 **Wait List.** The OSAR will maintain and manage a centralized wait list for the treatment service area in BHIPS, and provide service coordination to those eligible to be on the wait list. This includes maintaining contact with individuals on the wait list, making referrals for interim services, and providing pre-treatment counseling/brief interventions when appropriate. The OSAR will approve all admissions and extended length of stay in residential treatment service programs only.

ARTICLE XX TREATMENT SERVICES

Section 20.01 **Priority Populations for Treatment Programs.** The Department has established priority populations for treatment in accordance with Federal substance abuse Block Grant regulations. Treatment Contractors shall give preference for treatment services in the following order of priority:

- 1) pregnant injecting drug users;
- 2) pregnant substance abusers;
- 3) injecting drug users;
- 4) parents with children in foster care; and
- 5) veterans with honorable discharges.

Contractor shall implement an outreach plan that specifically targets members of these priority populations who fall within the program's target population. Contractor shall establish screening procedures to identify members of priority populations and admit them before all others, in priority order. Contractors shall accept applicants from every region in the state when space is available. If two applicants are of equal priority status, preference may be given to an applicant living in the Contractor's region.

Section 20.02 **Texas Department of Family and Protective Services (DFPS).** Contractors funded to provide youth and adult treatment services shall serve financially eligible clients referred by the DFPS. Such referrals shall receive priority admission and when space is not available, Contractor shall guarantee successful and timely referral to another suitable Contractor.

Section 20.03 **Continuity of Care.** Contractors that provide residential treatment shall ensure that 35% of the clients receiving residential treatment subsequently receive outpatient treatment.

Section 20.04 **Restraint and Seclusion Policy and Training.** Treatment facility Contractor's governing body shall adopt a policy either authorizing or prohibiting restraint and seclusion in accordance with Rule §448.706. If Contractor is authorized to use restraint and seclusion, Contractor shall comply with the requirements of Rule §448.706 and shall train all direct care staff in residential programs and in programs

accepting court commitments on restraint and seclusion in accordance with Rule §448.603(d)(5).

Section 20.05 **Licensing.** Contractors that provide chemical dependency treatment as defined by TEX. HEALTH & SAFETY CODE ch. 464 shall hold an active treatment license issued by the Department or be exempt from licensure. The revocation, surrender or suspension of Contractor's license, or Contractor ceasing to provide services, shall constitute grounds for termination of the Contract or other remedies the Department deems appropriate.

Section 20.06 **Co-occurring Psychiatric and Substance Abuse Use Disorder (COPSD).** COPSD Contractors shall comply with Rule §448.805 relating to documentation of post-discharge client status.

Section 20.07 **Youth Treatment.** Contractors who provide youth treatment services shall comply with Rule §444.413 Financial Eligibility and Third Party Payment. If the Contractor is not eligible for reimbursement by a client's private insurance or third party payor, the Contractor shall refer the client to a treatment program that is approved by the client's private insurance or third party payor for services and reimbursement.

- 1) If the approved treatment program refuses treatment services to the client and documents that refusal, Contractor may provide treatment services and bill the Department provided -
 - (a) that refusal, including insurance or third party payor and approved treatment program, is documented in the client file;
 - (b) the client meets the Diagnostic Statistical Manual IV diagnostic criteria for substance abuse/dependence; and
 - (c) the client's treatment for residential care is approved by the designated OSAR contractor.

- 2) If client's private insurance or third party payor approves partial or full payment for treatment services, the Contractor may bill the Department for the non-reimbursed costs, including the deductible, provided -
 - a) the client's parent refuses to pay either the deductible or the non-reimbursed portion of the cost of treatment;
 - b) the client's parent cannot afford to pay the deductible and/or the non-reimbursed portion of the cost of treatment; or
 - c) the family has an adjusted income at or below 200% of the Federal poverty guidelines.

If a client has exhausted all insurance coverage and requires continued treatment, the Contractor may provide the continued treatment services and bill the Department as long as the client meets 2 a) or 2 b) above.

Section 20.08 **Residential Detoxification Length of Stay.** The length of stay for clients in residential detoxification should be no longer than five (5) calendar days. Lengths of stay longer than five (5) calendar days must be justified by clinical documentation that

reflects a daily assessment by a licensed health professional as defined by Rule §441.101(71). The licensed health professional's assessment must be in direct consultation with a physician licensed by, and in good standing with, the Texas State Board of Medical Examiners, and must justify the need for each subsequent day of residential detoxification treatment.

Section 20.09 **Methadone Services.** The Department will pay for only three 18-month treatment episodes for opiate addicted clients admitted to a methadone program. Once a client is discharged after an 18-month stay, the client cannot be re-admitted to a Department funded methadone program for 90 calendar days. However, the client can be referred to other levels of care to treat his/her addiction. Once it has been documented that the client has been unable to abstain from continued opiate abuse and is not currently in a Department funded methadone program, the client can then be re-admitted for another 18-month episode. Caps on methadone dosage levels shall not be used as an admission restriction for transferring or accepting transfer clients.

Clients who meet any of the following criteria will be exempt from the 18-month rule contained in Rules governing methadone services:

- a) clients who are currently disabled because of a mental or physical condition, as defined by Rules governing methadone services, that prevents them from holding gainful employment;
- b) clients with a serious mental illness defined as Major Depression, Bipolar I Disorder, Delusional Disorder, Psychotic Disorder, and Schizoaffective Disorder;
- c) clients who have borderline intellectual functioning, i.e. documented IQ's of 75 or less;
- d) clients who have applied for a ruling and are awaiting a determination of disability may be reviewed for a retroactive waiver upon notification of a positive determination;
- e) clients with a diagnosis of schizophrenia;
- f) clients on Temporary Assistance for Needy Families (TANF) or Medicaid. (Any Medicaid recipient who is also approved for methadone medication management will not be eligible for an exemption from the 18-month rule);
- g) single parents with dependent children in the home who meet Department financial eligibility (Financial eligibility must be reassessed every 6 months);
- h) elderly clients (age 60 and above) receiving Medicare; or
- i) pregnant females until 6 months after their delivery date.

Section 20.10 **Client Placement Criteria.** OSAR Contractors and treatment Contractors shall use Department client placement criteria as a guide for directing clients to the appropriate services and for authorization of residential treatment admissions. Prior to client's admission for residential services, a client profile, screening, assessment, determination of financial eligibility, and a determination that the client is in need of residential services based on the DSHS Substance Abuse Services "Client Placement Criteria Guidelines" must be completed. If the client initially presents at the treatment facility and the residential treatment Contractor completes the assessment process as

described and has a bed open, the client may be admitted before the Behavioral Health Integrated Provider System (BHIPS) "Provider Request for Residential Approval" form is submitted to the OSAR; however, the request must be submitted within 24 hours of the admission. The OSAR will respond to the residential treatment Contractor's request for residential approval within 48 hours. If the client initially presents at the Contractor's residential treatment facility, the residential treatment Contractor shall conduct the screening and assessment and, if appropriate, request authorization for residential approval from the OSAR. A residential treatment Contractor may admit a client if the Contractor deems admission of the client clinically appropriate, before requesting OSAR approval. If the client initially presents at the OSAR site, the OSAR shall conduct the Screening and Assessment and refer the client for appropriate services. In the case where the initial contact is by telephone, the Contractor shall direct the client to the geographically nearest site (either OSAR or treatment provider) in order to be screened and assessed. Client Placement Criteria Guidelines are located on the DSHS website at www.dshs.state.tx.us/SA/BHIPS/instructions/. (Select "Download PowerPoint Presentation on Client Placement and Severity Rating").

ARTICLE XXI PREVENTION INTERVENTION SERVICES

Section 21.01 **Prevention and Intervention Program Requirements.** Prevention and intervention Contractors shall use the curriculum designated in this Contract. Any adjustment to the provision of services, including a change in curriculum, change in the independent school district or school to which it is delivered, must have written prior approval by the Department. Requests for any adjustments to the provision of services must be made to the Contract Manager.

Section 21.02 **Indicated Prevention.** Contractors who provide indicated prevention program services shall comply with requirements provided in Rule §447.113 regarding warning signs of substance abuse and/or high risk problem behaviors. Indicated prevention services shall include -

- a) indicated prevention screening;
- b) indicated prevention assessment;
- c) indicated prevention plan; and
- d) indicated prevention counseling.

Indicated Prevention Contractors shall comply with requirements of Rule §447.110 (e) related to documentation of each indicated prevention screening.

Section 21.03 **Curriculum-Based Prevention Programs.** Contractors providing prevention and intervention services must administer Department approved pre- and post-tests to program participants. Outcomes must be reported in BHIPS.

Section 21.04 **Youth Prevention Outcome Measures.** Youth Prevention Contractors shall comply with the Department definition and minimum performance outcome measures requirements as follows:

- 1) Completion rate is the number of youth who complete a program divided by the number of youth who were enrolled.
 - (a) Youth Prevention Universal: 80%
 - (b) Youth Prevention Selective: 70%
 - (c) Youth Prevention Indicated: 60%

- 2) Tests Matched rate is the number of post-tests divided by the number of pre-tests
 - (a) Youth Prevention Universal: 70%
 - (b) Youth Prevention Selective: 70%
 - (c) Youth Prevention Indicated: 70%

- 3) Success rate is the number of students who completed the program successfully divided by the number of youth who were post-tested.
 - (a) Youth Prevention Universal: 70%
 - (b) Youth Prevention Selective: 70%
 - (c) Youth Prevention Indicated: 70%

Section 21.05 **Problem Identification and Referral.** Indicated Prevention Contractors shall comply with Rule §447.110(b). The screening process shall be designed to identify warning signs, such as risk indicators for alcohol, tobacco, and/or other drug use or other problem behavior. Risk indicators for substance abuse include a family history of alcohol and drug use, family conflict, low family bonding, academic failure, peer rejection, alienation and rebelliousness, attitudes favorable to substance abuse and early onset of substance abuse.

Section 21.06 **Pregnant Postpartum Intervention (PPI) Additional Requirements.** PPI Contractors shall administer the DSHS PPI Risk Assessment to all PPI candidates. The PPI Risk Screening Tool is available on the DSHS website. The PPI Risk Assessment Tool will be the basis for determining the performance measures of “adults screened” and “adolescents screened.” Until BHIPS reporting is made available, PPI Contractors shall submit quarterly written reports for the number of referrals made and percentage of successful referrals. Reports are due by the twentieth of the month following the end of the quarter being reported.

Section 21.07 **PPI Outcome Measures.** PPI programs shall comply with the Department definition and minimum performance outcome measures requirements as follows:

- a) Number of BHIPS referrals made is the number of clients referred for services for which a BHIPS referral has been completed.

- b) Successful referral rates are measured by the number of clients who made contact with designated service organization within 14 days and for whom a referral follow-up has been completed and documented in BHIPS.

- c) Percent of successful BHIPS referrals: 60%

Section 21.08 **Program Directors.** Prevention and intervention Contractors shall employ program directors designated as Certified Prevention Specialist (CPS), or program directors who have completed forty (40) hours of prevention specialist training as outlined below. Program directors for HIV Early Intervention (HEI), HIV Outreach Services (HIV) and OSAR programs are exempt from the CPS and the forty (40) hour training requirement. The forty (40) hours of training must include -

- (a) facts about drugs and drug terminology;
- (b) prevention theory including risk/protective factors and resiliency;
- (c) currently recognized prevention strategies and principles;
- (d) role of media and environmental prevention approaches;
- (e) promising, effective and/or model programs as designated by the Center for Substance Abuse Prevention (CSAP);
- (f) cultural content and ethics of prevention; and
- (g) assessment and evaluation as prevention tools.

Section 21.09 **Community Coalitions.** Community Coalitions shall include among their membership one or more representatives from each of these areas:

- (a) youth;
- (b) parents;
- (c) businesses;
- (d) media;
- (e) schools;
- (f) community organizations serving youth;
- (g) faith-based groups;
- (h) civic and/or volunteer groups;
- (i) health care professionals;
- (j) law enforcement officials including judges;
- (k) representative(s) of the recovering community;
- (l) state, local and tribal agencies; and
- (m) other organizations involved in reducing substance abuse.

Section 21.10 **Application of Rules by Prevention and Intervention Contractors.** Contractors providing prevention and intervention services shall comply, as applicable, with the Rules §448.504 relating to Quality Management and §448.509 (d-f) relating to Incident Reporting. Any reference to clients in these sections of the Rules shall also mean prevention/intervention program participants. Additionally, any reference to facilities in these sections of the Rules shall also mean prevention/intervention programs.

Section 21.11 **Prevention and Intervention Transportation and Staff Training.** Contractors providing prevention and intervention services shall comply with DSHS Rules §448.510 governing client transportation and §448.603 governing training. Any reference to clients in these sections of the Rules shall also mean prevention/intervention program participants.

ARTICLE XXII BEHAVIORAL HEALTH INTEGRATED PROVIDER SYSTEM (BHIPS).

Section 22.01 **BHIPS.** Contractor shall use BHIPS as it is made available to the Contractor and within the time frames specified by the Department. Contractor shall use the Department specified minimum functionality of BHIPS. Contractor shall submit all bills and reports to the Department through BHIPS, unless otherwise instructed.

Section 22.02 **Resources.** Contractor shall ensure that Contractor has appropriate Internet access and an adequate number of computers of sufficient capabilities to use BHIPS. Equipment purchased with Department funds must be inventoried, maintained in working order, and secured.

Section 22.03 **Security Administrator.** Contractor shall designate a Security Administrator and a back up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all BHIPS user accounts are current. Contractor shall have a security policy that ensures adequate system security and protection of confidential information.

Section 22.04 **Security Violations.** Contractor shall notify the Contract Manager immediately if a security violation is detected, or if Contractor has any reason to suspect that the security or integrity of BHIPS data has been or may be compromised in any way. Contractor is required to update records on a daily basis to reflect any changes in account status.

Section 22.05 **Contractor Guarantee.** The Contractor guarantees that it will ensure that adequate internal controls, security, and oversight are established for the approval and electronic transfer of information regarding payments and reporting requirements. Contractor further guarantees that the electronic payment requests and reports transmitted shall contain true, accurate, and complete information.

Section 22.06 **Access.** The Department reserves the right to limit or deny access to BHIPS by Contractor at any time for any reason deemed appropriate by the Department.

Section 22.07 **Components.** If required by the Contract to use BHIPS, Contractor shall use the following BHIPS components/functionality, in accordance with the Department's instructions:

All Contractors:

- a) Staff Member
- b) User Profiles
- c) Assign Roles

Treatment Contractors:

- a) Client Profile
- b) Screening
- c) Assessment
- d) Admission Report/Transfer Admission Report
- e) Discharge Report
- f) Follow-up Report
- g) Referral Follow-up
- h) Residential Service
- i) Pending Claims
- j) Outpatient Claims
- k) Residential Claims
- l) Available Capacity
- m) Treatment Plan/Treatment Plan Review
- n) Referral
- o) Referral List
- p) Consent/Revoke Consent
- q) Clinician's Assessment DSM IV Multi-Axial Diagnosis
- r) Wait List
- s) Progress Notes
- t) Didactic/Educational/ (DE) Group Note
- u) Methadone Services
- v) Financial Status Report (if applicable)
- w) Request for Reimbursement/Advance (if applicable)
- x) Discharge Summary
- y) Financial Eligibility
- z) OSAR Approval Request for Residential Treatment

OSAR Contractors:

- a) Client Profile
- b) Screening
- c) Assessment
- d) Referral
- e) Referral List
- f) Referral Follow-up
- g) Consent/Revoke Consent
- h) Prevention/Intervention Measures
- i) Financial Status Report
- j) Request for Reimbursement/Advance
- k) Consolidated Wait List
- l) Service Plan on High Severity Clients
- m) Progress Notes (if applicable)
- n) OSAR Approval for Residential Treatment
- o) Share Information
- p) Wait List Report

HEI Contractors:

- a) Client Profile
- b) Assessment
- c) Service Plan
- d) Program Case
- e) Client Interview
- f) Referral
- g) Referral List
- h) Referral Follow-up
- i) Consent/Revoke Consent
- j) HEI Measures and Quarterly Report
- k) Financial Status Report
- l) Request for Reimbursement/Advance

HIV/HCI Contractors:

- a) Client Profile
- b) Clinician's Notes
- c) Referral
- d) Referral List
- e) Referral Follow-up
- f) Consent/Revoke Consent
- g) HIV Measures
- h) Request for Reimbursement/Advance
- i) Financial Status Report

COPSD Contractors:

- a) Client Profile
- b) Screening
- c) Assessment (Stage of Change Required in Clinician's Assessment)
- d) Admission Report/Transfer Admission Report
- e) Discharge Report (Stage of Change Required)
- f) Pending Claims
- g) Outpatient Claims
- h) Treatment Plan and Treatment Plan Reviews
- i) Referral
- j) Referral Follow-up
- k) Referral List
- l) Consent/Revoke Consent
- m) Progress Notes
- n) Share Information
- o) Co-Occurring State Incentive Grant (COSIG) Contractors:

- p) COSIG Voucher (Request)
- q) COSIG Expenditures
- r) Consent/Revoke Consent
- s) Referral
- t) Referral Follow-up
- u) Share Information

PPI Contractors:

- a) Client Profile
- b) Screening
- c) Assessment
- d) Service Plan & Service Plan Review
- e) Clinicians Note
- f) Progress Note
- g) Didactic/Educational Group Note (if applicable)
- h) Referral
- i) Referral Follow up
- j) Referral List
- k) Consent/Revoke Consent
- l) Prevention/Intervention Measures
- m) Financial Status Report
- n) Request for Reimbursement/Advance
- o) Curriculum Outcome Measures (if applicable)

Other Contractors. Unless otherwise specified in this Contract, all other Contractors shall use the following BHIPS components/functionality:

- a) Prevention/Intervention Measures
- b) Financial Status Report
- c) Request for Reimbursement/Advance
- d) Referral
- e) Referral Follow-up
- f) Referral List
- g) Curriculum Outcome Measures (if applicable)

Section 22.08 Drug Courts. Treatment Contractors in jurisdictions with drug courts as defined by TEX. HEALTH & SAFETY CODE ch. 469 will be monitored based on referral sources in BHIPS for effectiveness of collaboration with drug courts.

Section 22.09 Youth Services. Youth treatment Contractors will be monitored through BHIPS on efforts to obtain referrals of adolescents before the adolescents reach the juvenile justice system with the goal of increasing the proportion of juvenile clients not involved in the juvenile justice system.

Section 22.10 OSAR Contractor Referrals. OSAR Contractors will be monitored through BHIPS on the effectiveness of outreach efforts as measured by the diversity of the sources that refer clients to each OSAR Contractor.

Section 22.11 **General Network Monitoring.** The Department and the Contractor shall participate in network monitoring of their respective networks.

Section 22.12 **Department Network Monitoring Responsibilities.** The Department will be responsible for monitoring its network up to the Internet including monitoring the Department's network infrastructure to maintain availability of resources. The Department will monitor the Department's network availability and capacity. The Department will record, escalate, and resolve problems with the Department's network in accordance with established problem management procedures. The Department will be responsible for data backup, restore, and contingency planning functions for all data successfully entered into Department web-based systems. The Department will exercise reasonable care in performance of these responsibilities. This provision shall not form the basis for a breach of contract action.

Section 22.13 **Contractor Network Responsibilities.** The Contractor's network monitoring includes troubleshooting or assistance with Contractor-owned Wide Area Networks (WANs), Local Area Networks (LANs), router switches, network hubs or other equipment and the Contractor's Internet Service Provider (ISP). Contractor shall maintain responsibility for local server/network hardware. Contractor shall communicate and enforce network security policies and procedures to end-users and be responsible for data backup, restore, and contingency planning functions for all local data. Contractor shall:

- (a) create, delete, and modify end-user LAN-based accounts;
- (b) change/reset user local passwords as necessary;
- (c) administer security adds/changes and deletes for BHIPS;
- (d) install, maintain, monitor, and support Contractor LANs and WANs; and
- (e) select, purchase service from, and monitor performance of ISP.

Section 22.14 **Customer Support and Training.** The Department will provide support for BHIPS, including problem tracking and problem resolution. The Department will provide telephone numbers for Contractors to access expert assistance for BHIPS-related problem resolution. The Department will provide initial BHIPS training. Contractor shall provide subsequent ongoing end-user training.

ARTICLE XXIII MATCH AND BILLING REQUIREMENTS FOR SUBSTANCE ABUSE SERVICES

Section 23.01 **Match.** Pursuant to the TEX. HEALTH & SAFETY CODE §461.014(f) and the Rules, unless waived in writing by the Department, Contractor shall contribute an amount equal to at least five percent (5.0%) of the total Department-funded Contract expenditures in matching funds or in-kind contributions from sources eligible to be used for matching purposes.

Section 23.02 **Administrative Discharge.** The Department will administratively discharge any active treatment client for which fifty (50) calendar days have elapsed since the last billing end date for the client.

Section 23.03 **Billing for Treatment and Payment Restrictions.** Treatment Contractors shall bill for treatment services pursuant to Rules governing billing for treatment services. Treatment Contractors may bill for only one intensity of service and service type (outpatient and residential) per client per day, except that the Contractor may provide and bill the Department for pharmacotherapy or co-occurring psychiatric and substance use disorder services, or ambulatory detoxification for a client at the same time the Contractor provides and bills the Department for outpatient or residential services.

Section 23.04 **Financial Status Reports for Substance Abuse Contracts.** For contracts with categorical budgets, Contractor shall submit monthly FSRs through BHIPS by the twentieth (20th) calendar day of the month following the month being reported for Department review and financial assessment. All other requirements of the Financial Status Reports section of these General Provisions shall apply. Updated FSRs must be submitted through BHIPS if the previously filed FSRs do not include total expenditures of the present fiscal year. (The total FSR program amount cannot exceed the approved program amount.)

Section 23.05 **NorthSTAR.** If Contractor is also a NorthSTAR-contracted provider, Contractor must bill only NorthSTAR for any covered services delivered to NorthSTAR eligible individuals, subject to its NorthSTAR contract and NorthSTAR provider manual. All Contractors who are not NorthSTAR-contracted providers must refer all NorthSTAR financially eligible individuals to the NorthSTAR Behavioral Health Organization (BHO) at (888) 800-6799 or an appropriate NorthSTAR-contracted provider. Contractors may obtain information on NorthSTAR at:

<http://www.dshs.state.tx.us/mhprograms/northstarhomepage.shtm>

For emergency services needed by NorthSTAR eligible clients outside of the NorthSTAR service area, Contractors shall facilitate referral to an appropriate emergency care provider. If the client is eligible or enrolled in NorthSTAR, the emergency care provider must be instructed by Contractor to notify the NorthSTAR BHO within 24 hours of admission, as a condition of reimbursement from the NorthSTAR BHO.

Section 23.06 **Indirect Cost.** Contractor shall use an indirect cost rate not to exceed 10%, unless a higher rate is approved by the Department.

ARTICLE XXIV HIGH RISK

Section 24.01 **Identification.** The Department may identify a specific contract and associated Contractor as High Risk in accordance with the UGMS, Grant Administration, Section III, Subpart B, paragraph .12; Office of Budget and Management Circular A-110, Subpart B, paragraph .14; and the Department's policies.

Section 24.02 **Notice.** The Department will inform Contractor of the identification as High Risk in writing. The Department will state the effective date of the identification as High Risk, the nature of the issues that led to the identification as High Risk, and any special conditions or restrictions.

Section 24.03 **Corrective Action.** The identification as High Risk remains in effect until the Department has determined that the Contractor has taken corrective action sufficient to resolve the issues that led to the identification as High Risk.