

**SUBSTANCE ABUSE ADDITIONAL PROVISIONS
2016 Subrecipient**

ARTICLE XXVIII	SUBSTANCE ABUSE ADDITIONAL PROVISIONS	45
ARTICLE XXIX	PROVISIONS GENERALLY APPLICABLE TO SUBSTANCE ABUSE CONTRACTS	45
Section 29.01	Quality Management	45
Section 29.02	Treatment Peer Review	45
Section 29.03	Disaster Substance Abuse Services	45
Section 29.04	Abuse, Neglect, Exploitation	46
Section 29.05	Charitable Choice (Faith-Based Organizations)	46
Section 29.06	Qualified Service Organization/Business Associate (QSO/BA) Agreement	46
Section 29.07	Substance Abuse Block Grant Requirements	48
Section 29.08	Persons on Probation or Parole	48
Section 29.10	Services Provided by Electronic Means	49
ARTICLE XXX	BREACH OF CONTRACT AND LIQUIDATED DAMAGES	49
Section 30.01	Contract Monitoring	49
Section 30.02	Liquidated Damages	49
Section 30.03	Contractor Repayment	50
Section 30.04	Notice of Liquidated Damages	50
ARTICLE XXXI	SUBSTANCE ABUSE TREATMENT SERVICES	50
Section 31.01	Priority Populations for Substance Abuse Treatment Programs	50
Section 31.02	Charges for Screenings and Assessments	50
Section 31.03	Texas Department of Family and Protective Services (DFPS)	50
Section 31.04	Licensing	50
Section 31.05	Youth Treatment	51
Section 31.06	Client Placement Criteria	51
Section 31.07	Daily Capacity Management Report	51
Section 31.08	Waiting Lists	51
Section 31.09	Interim Services	52
ARTICLE XXXII	PREVENTION AND INTERVENTION SERVICES	52
Section 32.01	Curriculum-Based Prevention Programs	52
Section 32.02	Confidentiality	52
Section 32.03	Participant Rights	52
Section 32.04	Policies and Procedures	52
ARTICLE XXXIII	CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM	53
Section 33.01	CMBHS	53
Section 33.02	Resources	53
Section 33.03	Security Administrator and Authorized Users	53
Section 33.04	Security Violations and Accounts Updates	54
Section 33.05	Electronic Transfer of Information	54
Section 33.06	Access	54
Section 33.07	Components	54
Section 33.08	Drug Courts	58

Section 33.09	Youth Treatment Services.....	58
Section 33.10	OSAR Contractor Referrals.	58
Section 33.11	General Network Monitoring.	58
Section 33.12	Contractor Network Responsibilities.	58
Section 33.13	Customer Support and Training.	58
ARTICLE XXXIV	MISCELLANEOUS FINANCIAL REQUIREMENTS FOR SUBSTANCE ABUSE	
	CONTRACTS.....	59
Section 34.01	Match and Program Income.	59
Section 34.02	Administrative Discharge.....	59
Section 34.03	Medicaid Enrollment.....	59
Section 34.04	Billing for Treatment and Payment Restrictions.	59
Section 34.05	Financial Status Reports (FSRs) for Substance Abuse Contracts.	59
Section 34.06	NorthSTAR.	59
Section 34.07	Moving Funds Between Program Attachments.	52
Section 34.08	Contract Reconciliation.....	60
Section 34.09	Interpreter Services for Hearing Impaired Persons Services.	60
Section 34.10	Interpreter Services for Hearing Impaired Persons – Treatment Services and OSAR.....	60
Section 34.11	Interpreter Services for Hearing Impaired Persons – Prevention and Intervention.....	61

ARTICLE XXVIII SUBSTANCE ABUSE ADDITIONAL PROVISIONS

In addition to the terms and conditions in the DSHS FY2016 General Provisions and Federal Grant Subrecipient Additional Provisions, Contractor agrees to comply with the FY2016 Substance Abuse Additional Provisions.

ARTICLE XXIX PROVISIONS GENERALLY APPLICABLE TO SUBSTANCE ABUSE CONTRACTS

Section 29.01 Quality Management.

As required by the Quality Management section of these General Provisions, Contractor shall comply with the requirements stated in this section relating to Contractor's quality management process.

- a) Develop and implement a Quality Management Plan (QMP) that conforms with 25 TAC § 448.504, and make the QMP available to DSHS upon request. The QMP must be developed no later than the end of the first quarter of the Program Attachment term. Contractor shall update and revise the QMP each biennium or sooner, if necessary. Contractor's governing body shall review and approve the initial QMP, within the first quarter of the Program Attachment term, and each updated and revised QMP thereafter. The QMP must describe Contractor's methods to measure, assess, and improve -
 - 1) implementation of evidence-based practices, programs and research-based approaches to service delivery;
 - 2) client/participant satisfaction with the services provided by Contractor;
 - 3) service capacity and access to services;
 - 4) client/participant continuum of care; and
 - 5) accuracy of data reported to the state.
- b) Participate in continuous quality improvement (CQI) activities as defined and scheduled by the state including, but not limited to data verification, performing self-reviews; submitting self-review results and supporting documentation for the state's desk reviews; and participating in the state's onsite or desk reviews.
- c) Submit plan of improvement or corrective action plan and supporting documentation as requested by DSHS.
- d) Participate in and actively pursue CQI activities that support performance and outcomes improvement.
- e) Respond to consultation recommendations by DSHS, which may include, but are not limited to the following:
 - 1) staff training;
 - 2) self-monitoring activities guided by DSHS, including use of quality management tools to self-identify compliance issues; and
 - 3) monitoring of performance reports in the DSHS electronic clinical management system.

Section 29.02 Treatment Peer Review.

A staff member of treatment or Outreach, Screening, Assessment and Referral (OSAR) Contractor may be selected for participation in the independent treatment peer review required by the Substance Abuse Prevention and Treatment (SAPT) Block Grant. If a member of Contractor's staff is selected to be a reviewer, the Contractor shall ensure that the staff member participates in the treatment peer review process.

Section 29.03 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 substance abuse services are affected, 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 substance abuse programs. Contractor's responsibilities include, but are not limited to the following:

- a) for treatment and OSAR Contractors, enter, and update as necessary, into CBMHS, the names and twenty-four (24)-hour contact information of Contractor's Risk Manager or Safety Officer and at least two professional staff trained in mental health, substance abuse, or crisis counseling, one of whom may be the Contractor's Risk Manager or Safety Officer, as disaster contacts;
- b) for treatment and OSAR Contractors, submit disaster substance abuse services policies and procedures if requested by DSHS;
- c) collaborate with DSHS and local preparedness, response and recovery efforts. OSAR staff shall assist in coordinating the disaster/incident response among substance abuse treatment providers, community mental health and emergency disaster service organizations, such as, emergency shelters and food banks. OSAR staff shall facilitate outreach to substance abuse clients and their families and ensure they are provided access to individual and group counseling, education, assessment, referral and community support;
- d) assign employees to assist DSHS to meet staffing needs for shelters, morgues, schools, hospitals, Disaster Recovery Centers, community support centers, death notifications, mass inoculations sites, and other necessary services during local, state or federal emergencies;
- e) contract with DSHS to provide FEMA-funded Crisis Counseling, Assistance and Training Program(s) (CCATP) after federal declarations as appropriate. CCATP services include housing, hiring and co-managing CCATP Team(s), as appropriate, and are described at <http://www.fema.gov/public-assistance-local-state-tribal-and-non-profit/recovery-directorate/crisis-counseling> and
- f) participate in disaster substance abuse education training programs as necessary.

Section 29.04 Abuse, Neglect, Exploitation.

All Contractors shall take all steps necessary, to protect the health, safety and welfare of its clients and participants. Contractor shall develop and implement written policies and procedures for abuse, neglect and exploitation. Contractor shall notify appropriate authorities of any allegations of abuse, neglect, or exploitation as required by 25 TAC § 448.703.

Section 29.05 Charitable Choice (Faith-Based Organizations).

As applicable, Contractor shall comply with 42 USC § 300x-65 and 42 CFR part 54 (42 CFR § 54.8(c) (4) and 54.8(b)), Charitable Choice provisions and regulations. If Contractor identifies itself as a faith-based or religious organization, Contractor shall post a notice to advise all clients and potential clients (collectively, "clients") that if the client objects to the religious character of Contractor's organization, the client has the right to be referred to another DSHS-funded contractor that is not faith-based or that has a different religious orientation. Contractor shall use the model notice provided in Appendix A of 42 CFR Part 54. Within a reasonable period of time after a client's request for referral, Contractor shall make the referral to another DSHS-funded contractor, and shall ensure that the client receives the alternative services within a reasonable period of time.

Section 29.06 Qualified Service Organization/Business Associate (QSO/BA) Agreement.

For the purposes of this section, definitions of terms related to QSOs are found in 42 CFR part 2, and for terms related to BAs, in 45 CFR parts 160 and 164. The parties agree that this Contract serves as a QSO/BA Agreement ("this Agreement") under which Contractor, as a Program, may disclose patient-identifying information as defined by 42 CFR part 2 to DSHS as a QSO, and under which Contractor,

as a Covered Entity, may disclose protected health information as defined by 45 CFR part 164 (PHI) to DSHS as a BA. Contractor is disclosing the patient-identifying information and PHI to DSHS so that DSHS as QSO/BA can provide services related to payment to Contractor for client services under the Contract, and to providing an electronic clinical management system for use by Contractor to maintain and store client records.

a) Provisions Applicable to the Parties' HIPAA BA Relationship:

(1) Obligations and Activities of DSHS as a BA:

- A. BA agrees to not use or disclose PHI other than as permitted or required by this Agreement or as "Required by Law."
- B. BA agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- C. BA agrees to mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Agreement.
- D. BA agrees to report to Contractor any use or disclosure of the PHI not provided for by this Agreement of which BA becomes aware.
- E. BA agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by BA on behalf of, Contractor agrees to the same restrictions and conditions that apply through this Agreement to BA with respect to such information.
- F. BA agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by BA on behalf of, Contractor available to Contractor or to the Secretary, in a time and manner to be mutually agreed to by Contractor and BA or in a time and manner designated by the Secretary for purposes of the Secretary determining Contractor's compliance with the Privacy Rule.
- G. BA agrees to document disclosures of PHI as would be required for Contractor to respond to a request by an individual for an accounting of disclosures of PHI under 45 CFR §164.528.
- H. BA agrees to provide to Contractor or an individual, in a time and manner to be mutually agreed to by BA and Contractor, information collected in accordance with paragraph G above, to permit Contractor to respond to a request by an individual for an accounting of disclosures of PHI in under 45 CFR §164.528.

(2) Permitted Uses and Disclosures by the DSHS:

Except as otherwise limited in this Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Contractor as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Contractor or the minimum necessary policies and procedures of Contractor.

(3) Obligations of and Permissible Requests by Contractor:

- A. Contractor shall notify BA of any limitation(s) in Contractor's notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect BA's use or disclosure of PHI.
- B. Contractor shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Contractor.

(4) Term and Termination of this Agreement:

- A. Term. The obligations of the Parties under this Agreement shall terminate when all of the PHI created or received by BA on behalf of Contractor is destroyed, or if it is infeasible to destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Agreement.
- B. Termination of this Agreement for Cause. Upon Contractor's knowledge of a material breach by BA, Contractor shall:

- i. Provide an opportunity for BA to cure the breach or end the violation and terminate this Agreement if BA does not cure the breach or end the violation within the time specified by Contractor;
 - ii. Immediately terminate this Agreement if BA has breached a material term of this Agreement and cure is not possible; or
 - iii. If neither termination nor cure is feasible, report the violation to the Secretary.
 - C. Effect of Termination of this Agreement.
 - i. Except as provided in paragraph B above (“Termination of this Agreement for Cause”), upon termination of this Agreement, for any reason, BA shall destroy all PHI received from Contractor, or created or received by BA on behalf of Contractor. This provision will apply to PHI that is in the possession of subcontractors or agents of BA. BA shall retain no copies of the PHI.
 - ii. If BA determines that destroying the PHI is infeasible, BA shall provide to Contractor notification of the conditions that make destruction infeasible. If Contractor agrees that destruction of PHI is infeasible, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of PHI to those purposes that make the destruction infeasible, for so long as BA maintains such PHI.
- (5) Miscellaneous Provisions:
- A. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section in effect or as amended.
 - B. Amendment. The Parties agree to amend this Agreement as necessary for Contractor to comply with the requirements of the Privacy Rule and HIPAA.
 - C. Survival. The respective rights and obligations of BA in subsection a), paragraph 1 of this Agreement titled “Obligations and Activities of DSHS as BA” shall survive the termination of this Agreement.
 - D. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Contractor to comply with the Privacy Rule.
- b) Provision Applicable to DSHS as a QSO: As a QSO, DSHS acknowledges that in receiving, storing, processing or otherwise dealing with any patient records associated with an alcohol or drug abuse treatment program, DSHS is fully bound by the 42 CFR part 2 regulations. DSHS affirms that, if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records, except as permitted by these regulations.

Section 29.07 Substance Abuse Block Grant Requirements.

Contractor shall comply with the requirements of the Substance Abuse Block Grant (SABG), including the restrictions on expenditure of grant funds, stated in 45 CFR § 96.135 and the Notice of Grant Award. Contractors funded with the Substance Abuse Prevention and Treatment (SAPT) Block Grant must adhere to the SAPT Supplement attached as Exhibit A to the Contract or these Substance Abuse Additional Provisions.

Section 29.08 Persons on Probation or Parole.

Contractor shall develop and implement written policies and procedures that address the delivery of services by employees, subcontractors, or volunteers on probation or parole. Contractor shall notify the contract manager assigned to the Program Attachment immediately of any of its employees, volunteers or subcontractors who are on parole or probation if the employee, volunteer or subcontractor provides or will provide direct client or participant services or who has or may have direct contact with clients or participants. Contractor shall maintain copies of all notices required under this section for DSHS review. Unless otherwise directed by DSHS, Contractor shall ensure that any person who is on probation or parole is prohibited from performing direct client/participant services or from having direct contact with clients or participants until authorized by DSHS.

Section 29.09 Personnel Requirements and Documentation.

Contractors must have an adequate number of qualified staff to comply with DSHS rules, provide the services described in the program description, and protect the health, safety, and welfare of clients/participants. Contractors shall maintain current personnel documentation on each employee. All documents must be factual and accurate. Health-related information must be stored separately with restricted access as appropriate under Tex. Gov. Code §552.102. Training records may be stored separately from the main personnel file, but must be easily accessible upon request. Required documentation includes the following, as applicable:

- a) a copy of the current job description signed by the employee;
- b) application or resume with documentation of required qualifications and verification of required credentials;
- c) verification of work experience;
- d) annual performance evaluations;
- e) personnel data that includes date hired, rate of pay, and documentation of all pay increases and bonuses;
- f) documentation of appropriate screening and/or background checks, to include probation or parole documentation;
- g) signed documentation of initial and other required training; and
- h) records of any disciplinary actions.

Document authentication must include signature, credentials when applicable, and date. If the document relates to past activity, the date of the activity must also be recorded. Documentation must be permanent and legible. When it is necessary to correct a required document, the error must be marked through with a single line, dated, and initialed by the writer.

Section 29.10 Services Provided by Electronic Means.

Contractor shall ensure that if services are provided by electronic means under 25 TAC § 448.911, the services are delivered in accordance with the Telemedicine Medical Services provision of these General Provisions, except that approval and oversight responsibilities attributed to a contractor’s medical director shall instead be attributed to Contractor’s Licensed Chemical Dependency Counselor or Qualified Credentialed Counselor who is responsible for treatment program oversight.

ARTICLE XXX BREACH OF CONTRACT AND LIQUIDATED DAMAGES

Section 30.01 Contract Monitoring.

DSHS will monitor Contractor for programmatic and financial compliance with this Contract and may impose liquidated damages for any breach of this Contract. DSHS may place Contractor on accelerated monitoring, which means more frequent or more extensive monitoring than ordinarily conducted by DSHS. DSHS may allow the Contractor the opportunity to correct identified deficiencies prior to imposing actions stated in this section.

Section 30.02 Liquidated Damages.

Contractor agrees that noncompliance with the requirements specified in the Contract causes damages to DSHS that are difficult to ascertain and quantify. Contractor further agrees that DSHS may impose liquidated damages each month for so long as the noncompliance continues. For failing to comply with any of the Contract requirements, DSHS may impose liquidated damages of \$500 for the first occurrence of noncompliance during a fiscal year; \$750 for the second occurrence of noncompliance with the same requirement during the same fiscal year, and \$1,000 for the third and subsequent occurrence(s) of noncompliance with the same requirement during the same fiscal year.

Section 30.03 Contractor Repayment.

DSHS may withhold any payments to Contractor to satisfy any recoupment or liquidated damage imposed by DSHS under this Article. DSHS may take repayment from funds available under this Contract, active or expired, or any subsequent renewal, in amounts necessary to fulfill Contractor's repayment obligations.

Section 30.04 Notice of Liquidated Damages.

DSHS will formally notify Contractor in writing when liquidated damages action is imposed, stating the nature of the action, the reasons for imposing, and the method of appealing. Contractor may file, within ten (10) calendar days of receipt of the notice, a written appeal to the assigned contract manager, which must demonstrate that the findings on which the Liquidated Damage is based are either invalid or do not warrant the action(s). A properly filed appeal shall include documented proof that Contractor submitted the information by the due date or received an exemption from the assigned contract manager. If DSHS determines that the liquidated damage is warranted, DSHS's decision is final and the remedy or sanction shall be imposed.

ARTICLE XXXI SUBSTANCE ABUSE TREATMENT SERVICES

Section 31.01 Priority Populations for Substance Abuse Treatment Programs.

DSHS has established priority populations for treatment in accordance with SAPT Block Grant regulations and state designation. Treatment Contractors shall give preference for treatment services in the following order of priority:

- a) pregnant injecting drug users;
- b) pregnant substance abusers; and
- c) injecting drug users.

Contractor shall establish screening procedures to identify members of priority populations. When space is not available in Contractor's Program Service Area, Contractor shall guarantee successful and timely referral to another suitable DSHS-funded contractor (immediately for pregnant women or within 120 calendar days for injecting substance users), or DSHS Waiting List and Capacity Management Coordinator, if a placement is not possible. 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 Contractor's Program Service Area. Each OSAR and treatment Contractor shall include a statement in all its brochures, and shall post a notice in its lobby, concerning the priority population admission requirements.

Section 31.02 Charges for Screenings and Assessments.

Any charges assessed to individuals for screenings and assessments must be accounted for as Program Income. The Contractor shall not charge the individual for screening and assessments if the individual becomes a DSHS client.

Section 31.03 Texas Department of Family and Protective Services (DFPS).

Contractors funded to provide youth and adult treatment services shall serve financially eligible clients referred by DFPS. Such referrals shall receive priority admission behind the priority populations listed in the Priority Populations for Treatment Programs section. When space is not available, Contractor shall guarantee successful and timely referral of financially eligible clients referred by DFPS to another suitable DSHS-funded treatment or OSAR contractor. Contractor shall also contact the DSHS Waiting List and Capacity Management Coordinator regarding the DFPS individual placed on the waitlist.

Section 31.04 Licensing.

Contractors that provide chemical dependency treatment as defined by Tex. Health and Safety Code Chapter 464 shall hold an active treatment license issued by DSHS or be exempt from licensure. The

failure to obtain a required license, or revocation, surrender or suspension of Contractor's license, or Contractor's ceasing to provide services, shall constitute grounds for termination of the Contract or other remedies DSHS deems appropriate. To add a newly licensed site to the Contract, Contractor must submit a request to the contract manager assigned to the Program Attachment for a clinic number after a treatment license has been issued. Contractor shall use the clinic number request form located on the DSHS website at <http://www.dshs.state.tx.us/sa/forms/default.shtm>. Contractor shall not provide services under the Contract until the licensed site has been approved by DSHS and an amendment to the Contract has been executed.

Section 31.05 Youth Treatment.

Treatment Contractors that provide youth treatment services shall comply with the 25 TAC regarding Financial Eligibility and Third Party Payment requirement. If services for a client are covered by a third party payor that the Contractor is not eligible for reimbursement, Contractor shall refer the client to a treatment program that is approved by the client's third party payor.

- a) If the approved treatment program refuses treatment services to the client and documents that refusal, Contractor may provide treatment services and bill DSHS provided -
 - 1) the refusal, including third party payor and approved treatment program, is documented in the client file;
 - 2) the client meets the diagnostic criteria for substance use disorder.
- b) If client's third party payor would cover or approves partial or full payment for treatment services, Contractor may bill DSHS for the non-reimbursed costs, including the deductible, provided -
 - 1) the client's parent refuses to file a claim with the third party payor, or refuses to pay either the deductible or the non-reimbursed portion of the cost of treatment, and Contractor has obtained a signed statement from the parent that the parent refuses to pay, and Contractor has received written approval from the DSHS substance abuse program services clinical coordinator to bill for the deductible or non-reimbursed portion of the cost;
 - 2) the client's parent cannot afford to pay the deductible or the non-reimbursed portion of the cost of treatment; or
 - 3) the family has an adjusted income at or below 200% of the Federal poverty guidelines.
- c) If a client has exhausted all insurance coverage and requires continued treatment, Contractor may provide the continued treatment services and bill DSHS as long as the client meets b)1) or b)2) above.
- d) If a client's legal guardian, who has other third party coverage for the client's treatment services and is unable to pay for those services, Contractor must obtain a signed statement from the legal guardian on refusal to pay before billing DSHS for the cost of the client's treatment.

Section 31.06 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.

Section 31.07 Daily Capacity Management Report.

Contractors that provide detoxification, treatment or co-occurring psychiatric and substance use disorders (COPSD) services shall report daily available capacity Monday through Friday through the DSHS Clinical Management for Behavioral Health Services system (CMBHS) by 11:00 a.m. Central Time. Contractors that have a pregnant woman or an injecting substance user on the waiting list must confirm this in the capacity management report.

Section 31.08 Waiting Lists.

For all individuals who cannot be immediately admitted to treatment services due to lack of capacity, Contractor, upon determining the appropriate level of care, shall make a waiting list entry in CMBHS

that details the service type the individual is waiting for and the priority population designation of the individual. Eligible individuals who cannot enter treatment immediately due to circumstances other than lack of capacity must be placed on a waiting list unless scheduled for admission within one week of requesting services. However, Contractor shall not hold empty beds or slots for anticipated clients for more than 48 hours. Upon admission, treatment Contractor shall close the waiting list entry, indicating the date of admission as the waiting list end date. Treatment Contractor shall ensure, either directly or through referral, that individuals waiting for admission receive interim services. Treatment Contractor shall document weekly contact with all individuals on its waiting list. Treatment Contractor shall have a written policy on waiting list management that defines why and how individuals are removed from the waiting list for any purpose other than admission to treatment.

Section 31.09 Interim Services.

Contractor shall provide interim services to an individual on a waiting list until the individual is admitted, to reduce the adverse health effects of substance abuse, promote the health of the individual and reduce the risk of transmission of disease. Individuals placed on a waiting list must be offered interim services within 48 hours. Contractor shall maintain documentation of interim services provided in CMBHS. Interim services must include counseling education about HIV and tuberculosis (TB), including the risks of needle sharing, the risk of transmission to sexual partners and infants and steps that can be taken to prevent transmission. Referrals for HIV or TB treatment must be provided if necessary. For pregnant women, interim services must include counseling on the effects of alcohol, tobacco and other drug use on the fetus, as well as referral for prenatal care.

ARTICLE XXXII PREVENTION AND INTERVENTION SERVICES

Section 32.01 Curriculum-Based Prevention Programs.

Contractors delivering a curriculum shall adhere to the curriculum developer's guidelines for appropriate age/grade range, as approved by DSHS. Contractors providing prevention services shall administer DSHS-approved pre- and post-tests to program participants. Curriculum Measure Outcomes must be reported in CMBHS.

Section 32.02 Confidentiality.

Contractor shall develop and implement written confidentiality policies and procedures. Prevention and Intervention Contractors shall securely store, and maintain privacy and confidentiality of, information and records concerning participants and their family members that identify any individual as a person with a substance abuse problem or that relate to referrals for medical, health, or other DSHS-funded services. Contractor shall ensure that all its employees and volunteers are aware of the agency's confidentiality policies and procedures, and the requirements under this section.

Section 32.03 Participant Rights.

All participants have the right to be free from abuse, neglect and exploitation; be treated with dignity and respect; and make a complaint to Contractor or DSHS at any time. Participants that receive individualized services in an intervention or indicated prevention program also have the right to refuse or accept services after having been informed of services and responsibilities, including program goals and objectives, rules and regulations, and participants' rights.

Section 32.04 Policies and Procedures.

Contractor shall maintain policies and procedures as required by 1 TAC § 392.511 and applicable laws, and make them available for inspection by DSHS. Contractor shall develop and implement policies and age-appropriate procedures to protect the rights of children, families and adults participating in a prevention or

intervention program. Contractor shall implement policies and procedures to notify the participant that receives individualized services in an intervention or indicated prevention program of the participant's rights and responsibilities. Contractor shall maintain documentation of the participant notifications and make available to DSHS upon request.

ARTICLE XXXIII CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM

Section 33.01 CMBHS.

The CMBHS is considered the official record of documentation by DSHS. Contractor shall request access to CMBHS via the CMBHS Helpline at (866) 806-7806. Contractor shall use the CMBHS time frames specified by DSHS. Contractor shall use DSHS-specified functionality of the CMBHS in its entirety. Contractor shall submit all bills and reports to DSHS through the CMBHS, unless otherwise instructed.

Section 33.02 Resources.

Contractor shall ensure that Contractor has appropriate Internet access and an adequate number of computers of sufficient capabilities to use the CMBHS. Equipment purchased with DSHS funds must be inventoried, maintained in working order, and secured.

Section 33.03 Security Administrator and Authorized Users.

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 the CMBHS user accounts are current. Contractor shall have a security policy that ensures adequate system security and protection of confidential information. Contractor shall notify the CMBHS Help-desk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.

- a) Contractor shall ensure that access to CMBHS is restricted to only currently authorized users. Contractor shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data in CMBHS.
- b) Contractor shall maintain the CMBHS Authorized Users List which includes former and current Contractor's employees, contracted labor, subcontractors or any other users authorized to have access to secure data in CMBHS. The CMBHS Authorized Users List shall document whose authority has been added and terminated; and the date the authority was added and terminated.
- c) Contractor shall electronically submit the CMBHS Security Attestation Form and the CMBHS Authorized Users List bi-annually (September 15th and March 15th), or as stated in the program attachment, to the following e-mail address:
SubstanceAbuse.Contracts@dshs.state.tx.us.
- d) Contractor shall continually maintain the current CMBHS Authorized Users List on file and make available to DSHS upon request within five business days.
- e) Contractor shall immediately block access to CMBHS of any person who should no longer have access to CMBHS, due to severance of employment with Contractor or otherwise,
- f) Contractor shall immediately modify access when there is a change in a user's job responsibilities that affects the user's need for access to CMBHS, and update records on a daily basis to reflect any changes in account status.

Section 33.04 Security Violations and Accounts Updates.

Contractor shall adhere to the Confidentiality Article requirements and HHS Data Usage Agreement of this contract and immediately contact DSHS if a security violation is detected, or if Contractor has any reason to suspect that the security or integrity of the CMBHS data has been or may be compromised in any way.

Section 33.05 Electronic Transfer of Information.

Contractor shall establish and maintain adequate internal controls, security, and oversight for the approval and electronic transfer of information regarding payments and reporting requirements. Contractor certifies that the electronic payment requests and reports transmitted will contain true, accurate, and complete information.

Section 33.06 Access.

DSHS reserves the right to limit or deny access to the CMBHS by Contractor at any time for any reason deemed appropriate by DSHS. Organizational access to CMBHS will be placed in inactive status when the Contractor ceases to have an executed contract with DSHS Mental Health and Substance Abuse Division.

Section 33.07 Components.

If required by the Program Attachment to use the CMBHS, Contractor shall use the CMBHS components/functionality specified below, in accordance with DSHS instructions. DSHS anticipates making updates to the current CMBHS components/functionality, and Contractor shall use the updated components/functionality when directed by DSHS to do so.

All Contractors:

- a) Add/Update Staff
- b) Document/Maintain Credentials
- c) Assign Roles
- d) Document/Maintain Provider/Location Details
- e) Attachments (Financial Eligibility Screen, Progress Note screens, Assessment screens)

Treatment Contractors:

- a) Client Profile
- b) Screening
- c) Financial Eligibility Assessment
- d) Assessment (Initial, Update, Service End, and Discharge)
- e) Admission and Discharge
- f) Request for Authorization
- g) Service Begin
- h) Treatment Plan/Treatment Plan Review
- i) Detoxification Intake Report
- j) Detoxification Service End Report
- k) Detoxification Discharge Report
- l) Detoxification Plan
- m) Discharge Plan
- n) Discharge Summary
- o) Discharge Follow-up
- p) Consent/Revoke Consent
- q) Referral and Referral Follow-up
- r) Referral List
- s) Day Rate Attendance Record

- t) Progress Note
- u) Psycho-educational Note
- v) Administrative Note
- w) Medication Order, Medication List, and Medication Service
- x) Provider Census Board
- y) Wait List
- z) Setup Residential Services
- aa) Daily Capacity Report
- bb) Service End
- cc) Lab Results (Drug Screen)
- dd) Client Payments
- ee) Contracts
- ff) Financial Status Report (if applicable)
- gg) Invoice (if applicable)
- hh) Advance (if applicable)
- ii) Pending Claims
- jj) Submitted Claims
- kk) Services Offered
- ll) Discharge Follow up Reminder List
- mm) Client Reservations
- nn) Consent Release Request List
- oo) Assign/Reassign Clinician

OSAR Contractors:

- a) Client Profile
- b) Screening
- c) Assessment (Initial, Update)
- d) Referral and Referral Follow-up
- e) Referral List
- f) Consent/Revoke Consent
- g) Financial Status Report
- i) Invoices
- j) Advance (if applicable)
- k) Service Plan
- l) Administrative Notes
- m) Regional Provider Census
- o) Wait List
- p) Financial Eligibility Assessment
- q) Progress Note
- r) Contracts
- s) Client Reservations
- t) Measures
- v) Consent Release Request List
- w) Reassign Case Manager
- x) Open Case
- y) Close Case

HEI Contractors:

- a) Client Profile
- b) HEI Screening
- c) Assessment (Case Management)

- d) Service Plan & Service Plan Review
- e) Open Case
- f) Progress Note (HEI Case Management Note, Case Management Note)
- g) Psycho-educational Note
- h) Referral and Referral Follow-up
- i) Referral List
- j) Consent/Revoke Consent
- k) Measures
- l) Financial Status Report
- m) Invoices
- n) Advances (if applicable)
- o) Lab Results
- p) Services Offered
- q) Close Case
- r) Consent Release Request List
- s) Reassign Case Manager

HIV Contractors:

- a) Client Profile
- b) Progress Notes
- c) Referral
- d) Referral Follow-up
- e) Consent/Revoke Consent
- f) Measures
- g) Invoices
- h) Advance (if applicable)
- i) Financial Status Report
- j) Service Offered
- k) Consent Release Request List

COPSD Contractors:

- a) Client Profile
- b) Screening
- c) Financial Eligibility Assessment
- d) Assessment (Initial, Update, Service End, and Discharge)
- e) Admission and Discharge
- f) Service Begin
- g) Treatment Plan and Treatment Plan Reviews
- h) Discharge Plan
- i) Discharge Summary
- j) Discharge Follow-up
- k) Referral and Referral Follow-up
- l) Referral List
- m) Consent/Revoke Consent
- n) Progress Notes
- o) Psycho-educational Note
- p) Administrative Note
- q) Pending Claims

- r) Submitted Claims
- s) Service End
- t) Client Payments
- u) Contracts
- v) Services Offered
- w) Discharge follow up reminder list
- x) Consent Release Request List
- y) Assign/Reassign Clinician
- z) Daily Capacity Report

PPI Contractors:

- a) Client Profile
- b) PPI Screening
- c) Open Case
- d) Service Plan & Service Plan Review
- e) Administrative Note
- f) Progress Note
- g) Psycho-educational Note
- h) Referral
- i) Referral Follow-up
- j) Referral List
- k) Consent/Revoke Consent
- l) Measures
- m) Financial Status Report
- n) Invoice
- o) Advances (if applicable)
- p) Close Case
- q) Services Offered
- r) Consent Release Request List
- s) Reassign Case Manager

YPU, YPS, YPI Contractors:

- a) Measures
- b) Financial Status Reports
- c) Invoice
- d) Advances (if applicable)
- f) Curriculum Measures
- g) Services Offered

PRC and CCP Contractors:

- a) Measures
- b) Financial Status Reports
- c) Invoice
- d) Advances (if applicable)

RBI Contractors

- a) Intervention Performance Measures
- b) Financial Status Report
- c) Invoice

- d) Referral
- e) Referral Follow-up
- f) Client Profile
- g) Demographics of Participants Receiving Prevention Education
- h) Client Consent for Intervention Strategies

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

- a) Measures
- b) Financial Status Report
- c) Invoice
- d) Advance (if applicable)
- e) Referral
- f) Referral Follow-up
- g) Curriculum Measures (if applicable)

Section 33.08 Drug Courts.

Treatment Contractors in jurisdictions with drug courts as defined by Tex. Health and Safety Code Chapter 469 will be monitored based on referral sources in the CMBHS for effectiveness of collaboration with drug courts.

Section 33.09 Youth Treatment Services.

Youth treatment Contractors will be monitored through the CMBHS 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 33.10 OSAR Contractor Referrals.

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

Section 33.11 General Network Monitoring.

DSHS and Contractor shall participate in network monitoring of their respective networks.

Section 33.12 Contractor Network Responsibilities.

Contractor's network monitoring must include troubleshooting or assistance with Contractor-owned Wide Area Networks (WANs), Local Area Networks (LANs), router switches, network hubs or other equipment and 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 the CMBHS;
- d) install, maintain, monitor, and support Contractor LANs and WANs; and
- e) select, purchase service from, and monitor performance of ISP.

Section 33.13 Customer Support and Training.

DSHS will provide support for the CMBHS, including problem tracking and problem resolution. DSHS will provide telephone numbers for Contractors to obtain access to expert assistance for

CMBHS-related problem resolution. DSHS will provide initial CMBHS training. Contractor shall provide subsequent ongoing end-user training.

ARTICLE XXXIV MISCELLANEOUS FINANCIAL REQUIREMENTS FOR SUBSTANCE ABUSE CONTRACTS

Section 34.01 Match and Program Income.

Unless waived in writing by DSHS or unless the Program Attachment specifically states otherwise, Contractor shall contribute as match an amount equal to at least the percentage stated in the Program Attachment. Contractor shall report match on each Financial Status Report, including description, source, and dollar amount in the Financial Status Report comment section for the non-DSHS funding and in-kind contributions for the program or as directed by DSHS. If the match ratio requirement is not met by the beginning of the last three months of the term of the Program Attachment, DSHS may withhold or reduce payments to satisfy match insufficiency or demand a refund of the amount of the match insufficiency. Contractor shall adhere to the Program Income section of these General Provisions. Contractor shall not use program income as match without prior approval of the contract manager assigned to the Program Attachment.

Section 34.02 Administrative Discharge.

DSHS may administratively discharge any active treatment client for which 50 calendar days have elapsed since the last billing end date for the client.

Section 34.03 Medicaid Enrollment.

Treatment Contractors shall enroll as a provider with Texas Medicaid and Healthcare Partnership (TMHP) and all Medicaid Managed Care organizations in Contractor's service region within the first quarter of this contract attachment term.

Section 34.04 Billing for Treatment and Payment Restrictions.

Treatment Contractors may bill for only one intensity of service and service type (either outpatient or residential) per client per day. Treatment Contractors shall not bill for an intensity of service and service type if another DSHS-funded Treatment Contractor is providing and billing DSHS for another intensity of service and service type. The following is the only exception: a client may receive pharmacotherapy services, co-occurring psychiatric and substance use disorder services, or ambulatory detoxification services at the same time the client receives substance abuse outpatient or residential treatment services. If two Contractors provide services to the same client under this exception, the Contractors must coordinate services and both Contractors must document the service coordination.

Section 34.05 Financial Status Reports (FSRs) for Substance Abuse Contracts.

Contractor shall submit quarterly FSRs through CMBHS. All other requirements of the Financial Status Reports section of these General Provisions apply.

Section 34.06 NorthSTAR.

If Contractor is also a NorthSTAR-contracted provider, Contractor shall bill only NorthSTAR for any covered services delivered to NorthSTAR-eligible individuals, subject to its NorthSTAR contract and NorthSTAR provider manual. All Contractors that are not NorthSTAR-contracted providers shall 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/mhsa/northstar/northstar.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 34.07 Moving Funds Between Program Attachments.

Contractor shall not expend funds from one Program Attachment to provide and bill DSHS for services in another Program Attachment without a contract amendment.

Section 34.08 Contract Reconciliation.

If Contractor is required to annually reconcile multi-year contracts, Contractor, within 60 calendar days after the end of each year of this Contract, shall submit to the contract manager assigned to the Program Attachment all financial and reconciliation reports required by DSHS in forms as determined by DSHS.

Section 34.09 Interpreter Services for Hearing Impaired Persons Services.

Contractor shall provide sign language services (telephone language services or interpreters) to participants/clients who are deaf or hard-of-hearing receiving substance abuse intervention, prevention, or treatment services. Contractor shall:

- a) Provide interpreter services to participants/clients to ensure effective communication, as well as translated written and video materials, documents, forms and information pamphlets, regarding substance abuse intervention or prevention education services, and substance abuse education;
- b) Family members or friends shall not be used as interpreters in delivery of substance abuse intervention, prevention, or treatment services;
- c) Have an identified qualified staff member to assist participants/clients who are deaf or hard-of-hearing.
- d) Maintain a current list of sign language interpreters who are available to provide interpreter services and make available to DSHS upon request.
- e) Sign language interpreting services must be provided by an interpreter who possesses at least one of the following certification levels issued by either:
 1. Department of Assistive and Rehabilitation Services (DARS), Office for Deaf and Hard of Hearing Services
 2. Board for Evaluation of Interpreters (BEI) - Level III/IIIi, OC: C (Oral Certificate: Comprehensive), OC: V (Oral Certificate: Visible), CSC (Comprehensive Skills Certificate),
 3. National Registry of Interpreters for the Deaf (RID) - IC/TC, CI/CT, RSC (Reverse Skills Certificate), and CDI (Certified Deaf Interpreter).
- f) Comply with Title III of the American with Disabilities Act of 1990 (ADA) and have telecommunications devices for the deaf and hard-of-hearing in offices where the primary means of offering goods and services is by telephone.
- g) Sign language interpreter services shall be used in the delivery of substance abuse prevention education services. This will include sign language interpreter services for parent/guardian participating in a DSHS-funded family-focused curriculum.

Section 34.10 Interpreter Services for Hearing Impaired Persons – Treatment Services and OSAR.

When interpreter services for a hearing impaired person are required, Contractor shall complete the Request for Interpreter Services Form (Form) located on the DSHS website at

<http://www.dshs.state.tx.us/sa/for-substance-abuse-contractors/>. Contractor shall follow the instructions for completing the Form and submit to the assigned contract manager for approval prior to obtaining services. Contractor shall request services for actual hours, days, and times necessary for effective communication in the delivery of client substance abuse treatment services. DSHS will not approve interpreter services for activities not reimbursable under the program attachment. DSHS reimbursed Interpreter Services for activities disallowed under the program attachment shall be repaid to DSHS.

Contractor shall notify the interpreter services contractor immediately if services will not be needed due to appointment cancellation or otherwise. Failure to provide notification of appointment cancellation less than 48 hours before the scheduled services session will result in costs to DSHS. If Contractor fails to notify the interpreter services contractor to cancel scheduled services, or to provide notification of cancellation of scheduled services to the interpreter services contractor less than 48 hours, Contractor may be required to submit to DSHS a percentage of the costs incurred by DSHS. Failure to obtain prior approval from contract manager assigned to the Program Attachment for any changes to the approved Form may require Contractor to submit a percentage of the costs incurred by DSHS for interpreter services.

Section 34.11 Interpreter Services for Hearing Impaired Persons – Prevention and Intervention.

When interpreter services for a hearing impaired person are required, Contractor shall procure services from an interpreter that meets the requirements as stated in the Interpreter Services for Hearing Impaired Persons Services section of these FY2016 Substance Abuse Additional Provisions. Contractor shall pay for interpreter services from the Contractor's program award and enter cost in the Other category. Contractor shall send email notification to the assigned contract manager of the use of interpreter services. Interpreter services backup documentation will consist of the interpreter billing with the meeting date, location and time annotated on the billing document. Prevention program staff backup documentation will consist of the participant number, group cycle and begin/end dates, session number and date, location and time of services, which must be attached to the interpreter billing document.