



**IN-HOME RESPITE PROVIDER MANUAL**

## IMPORTANT NOTICE

This In-Home Respite Provider Manual outlines the procedures and guidelines that in-home respite providers must follow to participate as a provider of consumer specific, authorized in-home respite services. Procedures and guidelines for provision of respite services outside of the individuals' own homes are established in the Bluebonnet Trails Community Services Provider Manual posted on the Bluebonnet Trails Community Service's (BTCS) website at [www.bbtrails.org](http://www.bbtrails.org). Bluebonnet Trails Community Services reserves the right to interpret any term or provision in this manual and to amend it at any time to the extent that there is an inconsistency between the manual and the provider contract. BTCS reserves the right to interpret inconsistencies and said interpretation shall be binding and final.

## BLUEBONNET TRAILS COMMUNITY SERVICES SYSTEM

### *Strategic Direction Statements*

#### **Mission...**

The mission of Bluebonnet Trails Community Services is to ensure the provision of accessible, efficient and effective services that support the dignity and independence of those we serve.

#### **Vision...**

The **Vision** of Bluebonnet Trails Community Services is to completely fulfill the mental health and mental retardation needs of individuals, family and community. The Center's Board of Trustees, administration and employees will know the vision is being fulfilled when:

- decisions related to the use of resources shift more toward consumers and family members
- systems of accountability to the persons the Center serves are developed at the community level and integrated into the Center's operations
- new options are created for people with Developmental Disabilities or Mental Illness to meet common human needs for jobs, homes and services in their chosen communities
- persons served by the Center and their families are actively involved in designing the system of services and supports
- The partnership between the local MHMR authority and the private sector results in a system that is innovative and meets or exceeds the expectations of the persons whom the Center serves.

#### **Values...**

Bluebonnet Trails Community Services values people, excellence, and integrity.

## CHARACTERISTICS OF A SUCCESSFUL HEALTHCARE ORGANIZATION

BTCS recognizes the presence of powerful forces which are impacting today's healthcare and human service environment: realities that must be addressed in shaping the way we conduct business. Success, perhaps even survival, will be established by Providers demonstrating all of the following characteristics:

- An understanding that excellence in the delivery of service must consistently be provided: excellence, that is, as defined by all stakeholders - the individual served, the payor of service, as well as the provider.
- A recognition that the individual served and the payor drive the system.

- An understanding that individuals served /payors expect outcomes and value, not just good intent and hard work.
- A realization that being customer sensitive in all dimensions of organizational operations is an uncompromising necessity.
- A belief that progressive healthcare and human service organizations must focus on fostering customer empowerment and less on "controlling" persons with healthcare and other social/economic conditions.
- An unrelenting commitment to practice in concert with sound principles of business, while recognizing that adhering to an organization's mission, vision and values is likewise essential.
- A recognition that progressive organizational performance requires good information systems; that is, the capacity for all organizational stakeholders to know in a timely, unobtrusive and user-friendly manner what is and is not occurring as the result of operations.
- An organizational environment which empowers its human resources to realize the potential that exists in everyone.
- An organizational culture that fosters continuous quality improvement at all levels of the organization.

#### **BUSINESS CODE OF CONDUCT SUMMARY**

BTCS's Business Code of Conduct (Attachment B) is for staff of BTCS, vendors and its Provider Network and has been adopted to promote and maintain the highest standards of personal conduct and professional standards among its members. Providers must promote this code, thereby assuring public confidence in the integrity and service of BTCS.

As an In-Home Respite contract provider of BTCS , you pledge yourself to:

- Maintain and deliver services in an environment with the highest ethical, legal, and professional standards and personal conduct.
- Support the organizational Mission and Values.
- Improve public understanding of community services which support individuals with developmental disabilities.
- Strive for personal growth in the field of community developmental disabilities services.
- Comply with all laws and regulations pertaining to Community Developmental Disabilities services, accounting and reporting, and third party billing.
- Maintain the confidentiality of privileged information.
- Instill in those served, and the community, a sense of confidence about the conduct and intentions of the organization.
- Maintain loyalty to the organization and pursue its objectives in ways that are consistent with the public interest.
- Refrain from using ones position to secure special privilege, gain, or benefits for self.

- Treat individuals served in a manner that preserves their dignity, respect, autonomy, self-esteem and civil rights.
- Report any suspected ethics, rights, and/or compliance issues appropriately.

IF YOU HAVE ANY QUESTIONS REGARDING THE BUSINESS CODE OF CONDUCT OR IF YOU FEEL THAT A STAFF OR CONTRACTED PROVIDER OF BTCS HAS COMMITTED AN ETHICAL, RIGHTS, OR COMPLIANCE VIOLATION, PLEASE CONTACT BTCS'S CORPORATE COMPLIANCE OFFICER.

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**Website resources:**

***Texas Rules and Statutes:*** <http://www.dads.state.tx.us/rules/index.html>

***BTCS Website:*** <http://www.bbtrails.org>

## **I. PROVIDER PARTICIPATION**

### **CONSUMER POPULATION**

The consumers who are served under the In-home Respite Services Agreement are age 3 or older, have a diagnosis of Pervasive Developmental Disorder, Mental Retardation or Autism Spectrum Disorder and reside in the 8 county service area of Bluebonnet Trails Community Services.

### **BACKGROUND CLEARANCES**

All providers must have a background check performed that includes the following:

- Department of Public Safety Criminal Background (annually)  
Some convictions will bar an individual from providing services to BTCS consumers. (Attachment A)
- CARE Client Abuse and Neglect (annually)
- Employee Misconduct Registry (annually)
- Nurses Aid Registry (annually)
- U.S. Department of the Inspector General Exclusions List (monthly )
- Texas Department of the Inspector General Exclusions List (monthly)

### **TRAINING**

For In-home Respite providers, training materials are included in this Provider Manual as follows:

- Client Rights
- Abuse & Neglect
- HIPAA Rules & privacy practices
- Charges for Community Services
- Medicaid Fraud
- Restraint & Seclusion
- Consumer complaint procedures
- Infection Control Practices & HIV Guidelines

### **DOCUMENTATION**

Providers are required to document service provision on the BTCS Service Records unless authorized to enter information directly into the Center's database system (Anasazi). All documents pertinent to the contract, including consumer records, must be maintained by the Provider for a period of five (5) years.

The Service Record relates to the goals established in the individual's person directed plan (PDP) and provides the individual's IDTeam members information regarding these established goals. Because the Service Record is part of the individual's clinical record and is a legal document, all such documentation of service delivery must adhere to BTCS documentation requirements. Training will be provided for completing the Service Record.

## **BILLING FOR SERVICES**

Payment for services must be submitted on the standardized BTCS Invoice document unless otherwise authorized. Claims must be submitted according to the Provider's contract.

## **STATEMENT OF CONFIDENTIALITY**

It is the expectation of BTCS that Providers comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the Privacy Rule (45 CFR Parts 160 and 164) and the Federal regulations contained in 42 CFR Part 2 governing confidentiality of alcohol and drug abuse records. BTCS is committed to keeping all personal health information (PHI); documents disclosures and data confidential. Access to any Consumer records will be exclusively limited to BTCS staff and those who are under contract to perform appeal and/or reviews. BTCS HIPPA and consumer privacy policies and procedures are available at [bbtrails.org](http://bbtrails.org). A summary of the provider's role in assuring compliance to these policies is provided in Section VI.

BTCS is committed to keeping all Provider information, documents disclosures, and data confidential. Due to the public nature of our business, data collected and published for the stakeholders' meetings is available to others under the Freedom of Information Act. This information will be presented in summary form only with no identification of individual customers.

## **CHARGES FOR COMMUNITY SERVICES**

The Texas Administrative Code 40, Chapter 4, Subchapter D, establishes an expectation that the Center charge consumers a co-payment for services based upon a standard State fee schedule titled "Maximum Ability to Pay" [MAP]. Service providers must not charge consumers any fees for their services, therefore must accept payment from the Center as payment in full for services rendered. If the consumer wishes to make purchases in the community while receiving services, the service provider should assist the consumer in retaining a receipt of such purchases, to avoid confusion regarding the expenditure of any consumer personal funds while in respite service.

## **II. COMPLAINTS AND GRIEVANCES**

It is the policy of BTCS that all individuals have the right to a fair and efficient process for resolving disagreements regarding their services and supports managed or delivered by BTCS or the provider. All individuals are to be informed of the complaint/grievance process orally and in writing at the time of initial service and the subsequent avenues available if they are not satisfied with decisions regarding services and supports received.

1. Complaints from Individuals
  - a. Provider must inform Individuals that they may file a complaint with BTCS specific to services delivered regarding the Provider by contacting his or her designated BTCS Service Coordinator.
  - b. Individuals may also call the BTCS's Rights Protection Officer with suspicions of rights violations, abuse, neglect or exploitation at 512-244-8324.
  - c. Individuals may also call the Department of Family and Protective Services Hotline at 800-647-7418 or [www.txabusehotline.org](http://www.txabusehotline.org) to report allegations of abuse and neglect.
2. Complaints from Provider. BTCS desires a successful partnership with Providers to best serve the Individuals in need. To this end, BTCS encourages Providers to call with concerns,

problems and complaints regarding the BTCS's operations and interactions with Center staff. Complaints should be directed to the Contract Services at (512) 244-8258. Every effort will be made to address the issues involved.

### **III. QUALITY IMPROVEMENT**

The Quality Improvement (QI) program monitors and systematically evaluates the service coordination process as well as the care delivered by Providers. The approach is clinically directed as it focuses on the appropriateness and quality of care.

The goal is to ensure that cost-effective quality care is provided to all those accessing services. The Quality Improvement program coordinates the review and evaluation of all aspects in delivering of care. Consumer satisfaction surveys assist in evaluating in-home respite services provided.

Providers are required to support BTCS's Quality Improvement/Management Program. Specifically, Providers are expected to demonstrate:

- Adherence to all BTCS policies and procedures, including those outlined in this manual.
- Communication with the consumer's service coordinator and Center Director.
- Adherence to treatment record standards.
- Timely response to inquiries by BTCS staff.
- Cooperation with BTCS complaint process.
- Cooperation with on-site audits or requests for treatment records.
- Timely return of completed annual provider satisfaction surveys when requested.
- Submission of claims with all requested information completed.
- Adherence to consumer safety principles.
- Compliance with state and federal laws, including confidentiality standards.

#### **PROVIDER REVIEWS**

Provider reviews are used to compare results across a peer group or to set a standard or expectation. It can be used as part of the selection and retention guidelines of provider network. Reviews are used in decisions about referrals and as an indicator for intensity of utilization or quality review. Contract Services will use data as a consideration in rate negotiation and as a tool to focus quality improvement efforts and related training/development.

Some of the Profile Elements for in-home respite services may include: Cost of care, customer satisfaction, complaints, quality of service record documentation, adherence to business practices, compliance to standard of care, consumer acuity/level of need and adherence to policies and procedures.

#### **CONTRACT MONITORING**

BTCS's Contract Services and Quality Management are responsible for routine monitoring to ensure the Provider complies with the terms of this Provider Manual and the Services Agreement and to ensure that outcomes are appropriately managed. This includes, but is not limited to, Provider changes and updates, re-credentialing, staff competencies (documentation of training as well as the determination of



current competencies), environment of care, consumer rights, geographic and specialty access, Provider relations activities and the Provider's compliance to care standards and outcome performance measurements.

To keep Provider contract files current, the Provider is responsible to provide current addresses, phone numbers, driver's licenses and proof of auto insurance as well as any plan of corrections within the defined timelines. When BTCS receives the new information, they will update the data system and add the documentation to the Provider's file. Failure to submit current copies of expired items may result in suspension of payments until such documentation is received.

#### **SANCTIONS, APPEALS AND CONTRACT TERMINATION**

BTCS shall take punitive recourse for actions that pose a hazard to Individuals or potentially violate Services guidelines.

1. Penalties/Sanctions. The failure of the Provider to perform any responsibility set forth in this manual, the signed In-home Respite Services Agreement, its exhibits or attachments, or any law, regulation, rule or requirement incorporated by reference may result in any one or more of the following to be imposed or taken by the BTCS, subject to notice as provided herein:
  - a. Submission of a Plan of Correction to BTCS;
  - b. Return Funds to BTCS
    - i. For serving unauthorized persons with funds subject to the Provider Agreement and
    - ii. For using funds for unauthorized purposes
  - c. Withholding by BTCS, in whole or in part, any payments due and owing to the Provider until the Provider has cured the breach of contract to the satisfaction of BTCS;
  - d. Legal action to protect or remove individuals when the life, health, welfare, or safety of one or more Individuals is endangered, or could be endangered or if BTCS has a reasonable belief that the Provider has engaged in the misuse of state or federal funds, fraud, or illegal acts;
  - e. If BTCS is able to demonstrate a direct link between a sanction or penalty imposed upon BTCS by any State Agency due to Provider's performance, Provider will refund/reimburse/remit to BTCS those portions of the sanction/penalty assessed to BTCS. Examples of such instances would be documentation chart audits, CARE accuracy, failure to report accurate and timely information/data, and etc.
  - f. Suspension or withholding of new referrals until performance deficiency or breach is cured to the satisfaction of BTCS; and/or
  - g. Termination of Provider Network Agreement.
2. Provider Termination.
  - a. Voluntary. If a Provider chooses to terminate the In-Home Respite Service Agreement, a written request should be submitted to Contract Services within thirty (30) days prior to termination.
  - b. Involuntary. Non-adherence to performance standards or criteria may result in termination. Critical areas which may be monitored to demonstrate non-adherence include:
    - Adherence to contract stipulations
    - Professional liability claims/disposition involving direct care.
    - Patterns of practice contrary to procedural standards
    - Patterns of service delivery
    - Billing fraud
    - Unsatisfactory Medical Records Compliance Audit
    - Refusal of accepting referrals
    - Inability to service Individuals within specified time lines

If performance standards are questioned, the Provider will be contacted by phone or by certified mail to alert the Provider to the issue(s) and review the appropriate documentation in compliance with due process/fundamental fairness procedures.

If the contract/agreement is terminated, Provider is expected to cooperate with the Authority in the transfer of Individuals to other providers.

#### **IV. THE RIGHTS OF INDIVIDUALS SERVED**

People with developmental disabilities have the same basic human rights and civil rights as all other individuals. Human rights include the right to be treated with dignity and respect, the rights to privacy and personal possessions, the right of freedom of movement and freedom from fear, the right to make choices, and the right to a clean, safe and humane environment. Civil rights include the rights to freedom of speech and religion, the right to vote, the right to an attorney and to due process.

In addition, people diagnosed with a developmental disability or mental illness also have special rights under State laws, which include:

- Right to the least restrictive environment: For individuals served by Developmental Disabilities community programs, the least restrictive environment might be a group home, a foster care home, a family members home or their own home or apartment.
- Right to individualized services: The Center develops individualized person directed plans with each consumer based upon their specific needs and choices.
- Right to give informed consent: Information about services to be provided is given to consumers in a way that it is understandable to ensure that consumers can make an informed decision about their care and treatment by BTCS.
- Right to confidentiality: It is the duty of all providers to share information about individual consumers based solely upon a "need to know" basis, such as with members of the consumers treatment team (IDTeam).
- Right to be free from restraint or seclusion unless performed as part of the consumer's formal behavior management plan within their specific special needs training guidelines or in instances of extreme behavioral emergencies in which the consumer is endangering themselves or others.
- Right to be free from Abuse, Neglect and/or Exploitation.

#### Abuse, Neglect and Exploitation:

The definition of abuse, neglect and exploitation are as follows:

"Abuse" means:

(A) the negligent or willful infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical or emotional harm or pain to an elderly or disabled person by the person's service provider, family member, or other individual who has an ongoing relationship with the person; or

(B) sexual abuse of an elderly or disabled person, including any involuntary or nonconsensual sexual conduct that would constitute an offense under Section 21.08, Penal Code (indecent exposure) or Chapter 22, Penal Code (assaultive offenses), committed by the person's service provider, family member, or other individual.

"Exploitation" means:

The illegal or improper act or process of a service provider, family member, or other individual who has an ongoing relationship with the elderly or disabled person using the resources of an elderly or disabled person for monetary or personal benefit, profit, or gain without the informed consent of the elderly or disabled person.

“Neglect” means:

The failure of a service provider to provide for an individual’s needs which are necessary to avoid physical or emotional harm or pain.

Texas State law defines four classes of abuse, in order of severity of the violation:

CLASS I Abuse - includes serious physical abuse and sexual abuse and is defined as “any act done knowingly, recklessly, or intentionally, including provoking a consumer to act, which caused **or may have caused** serious physical injury to a consumer. Examples of serious physical injury would include cuts requiring stitches, large bruises, broken bones or sprain requiring medical treatment, and second or third degree burns. Examples of sexual abuse would include such actions as kissing, hugging, stroking, fondling with sexual intent, and oral or sexual intercourse.

CLASS II Abuse - includes non-serious physical abuse and exploitation and is defined as “any act or failure to act done knowingly, recklessly, or intentionally, including provoking a consumer to act, which caused **or may have caused** non-serious injury to a consumer. Examples of non-serious injury would include superficial cuts, small bruises, and using force or corporal punishment such as slapping or spanking, whether such actions result in injury or not. Examples of exploitation would include borrowing money from a consumer, paying a consumer a small fee for their personal property, or bribing a consumer to do something for an unfair wage.

CLASS III Abuse - includes verbal and emotional abuse and is defined as “any use of verbal or other communication to run down or degrade a consumer or threaten a consumer with physical or emotional harm.” Examples of such violations would include saying something to a consumer which is demeaning, calling a consumer an insulting name, swearing at a consumer, or making fun of a consumer.

CLASS IV Abuse - includes instances of neglect and is defined as “doing or failing to do something that a person of ordinary reason would have done or not done under the similar circumstances.” Examples of an act of negligence include not providing adequate supervision as stated in the consumer’s person directed plan, or not providing adequate assistance or treatment during a service.

The Rights Protection Officer is available at 512-244-8371 to answer questions or address concerns regarding client rights.

### Restraint & Seclusion:

Occasionally a consumer receiving services at BTCS require special interventions during maladaptive behaviors. Special rules govern the use of restraint (physically holding and limiting movement of the consumer) or seclusion (keeping a consumer in a restricted space, such as a bedroom with the door locked).

Restraint or seclusion can only be used for these reasons:

As part of a behavioral intervention plan as developed by the consumer and his/het ID Team.

In a behavioral emergency in which the consumer may endanger himself and other people.

During a medical or dental procedure if necessary to protect the consumer or others.

To protect the individual from self-injury.

Restraint to provide positioning support while in a wheelchair.

For non-emergency reasons, the use of either restraints/restraint techniques or seclusion is considered special need and the Provider must receive special needs training. When a restraint is used in an unplanned manner for an allowed reason, the use of the restraint must not:

Obstruct an individual's airway, including the placement of anything over the individual's mouth or nose.

Impair the individual's breathing by putting pressure on their torso.

Interfere with the individual's ability to communicate

Place the individual on their stomach or on their back on the floor.

Extend muscle groups away from each other.

Use extreme stretching or pressure points or inflict pain.

### **V. MEDICAID FRAUD:**

Medicaid fraud is defined as "an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person." Medicaid abuse is defined as "provider practices that are inconsistent with sound fiscal, business, or medical practice, and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for healthcare."

Every employee or contract provider has the responsibility to report and correct mistakes that are made in documentation or coding in the provision of a service. Failure to correct such mistakes may be construed to be fraud, abuse, or waste. Activities that are prohibited by laws governing Medicaid include:

Billing for medically unnecessary services

Billing for a more expensive service than the service provided

Billing for services that were not provided

Falsifying information on cost reports

Billing for poor quality of services

Receiving a gift or a benefit for referring a Medicaid recipient to a provider for services.

Receiving a kickback from a contracted vendor  
Using a false record to obtain Medicaid reimbursement  
Presenting a claim for reimbursement when the service provider is not properly licensed to provide the service.  
Acting “knowingly” with “reckless disregard” or “deliberate ignorance” of the falsity of the claim  
Billing for a service that has not been properly ordered by a practitioner  
Billing for a product that has been mislabeled or adulterated.  
Making a false statement or misrepresenting a material fact to obtain a benefit or payment.  
Concealing an event or fact that affects the initial or continued right to a benefit or payment.  
Applying for or receiving a benefit or payment on behalf of a recipient and converting some or all of the payment for use other than on behalf of the recipient.  
Making a false statement or misrepresentation of a facility to obtain certification.  
Making a false statement or misrepresentation regarding any other information required to be provided to the Medicaid program.  
Billing for services which are inadequately documented.  
Accepting a gift from or charging money to the recipient for providing a Medicaid covered service.  
Making a claim for payment without accurately identifying the provider who actually provided the service.  
Violating Medicaid program rules and regulations.

The penalty for engaging in any of these activities is termination of employment or contract status. The Center may also choose to take legal action, including the filing of charges against the perpetrator.

It is the responsibility of each contract provider, vendor or agent of BTCS to report the suspicion of fraud or abuse to the Corporate Compliance Officer (CCO) by way of email, at [corporate.compliance@bbtrails.org](mailto:corporate.compliance@bbtrails.org) or by calling the “Hotline” at (512) 244-8232.

If indicated, the issue may be brought to the attention of the BTCS Executive Director or her designee. Reporting violations will remain confidential unless otherwise obliged by professional code of conduct, state or federal law. Employees, contract providers, vendors and agents of the organization may, however, be required to substantiate any allegations of wrongdoing.

Employees, contract providers, vendors and agents of the organization cannot be punished or subjected to reprisal because he/she, in good faith, reports a violation of this Business Code of Conduct. BTCS has a “zero tolerance policy” with regard to retaliation and it will be adhered to in all such instances.

## **VI. REPORTING REQUIREMENTS FOR CONSUMER INCIDENTS**

1. Death of a Person Served. In the event that a consumer dies while receiving in-home respite services, the Provider must report the death to BTCS Rights Protection Officer at 512-244-8371 the same day of the death.

2. Abuse, Neglect, Exploitation. Providers must report to the Department of Family and Protective Services (at **1-800-647-7418**) all allegations (which effects all individuals being served by the Provider whether under this Network or not) of possible incidents of abuse, neglect, and exploitation in compliance with Title 40, TAC, Chapter 414, Subchapter L (relating to Client Abuse, Neglect, and Exploitation in Local Authorities and Community Centers). Such reports must be made immediately, if possible, but in no case not more than one hour after the provider is aware of the incident.
  
3. Client rights violations which do not meet the definition of Abuse, Neglect or Exploitation: Report within 1 hour to the Rights Protection Officer at 512-244-8324.
  
4. Critical Incidents. Providers are required to fax an incident report with information regarding the occurrence of any of the following critical incidents within twenty-four (24) hours to the Authority at (512) 244-8232.
  - a. Deaths
  - b. Suicide attempts/threats with plan
  - c. Serious injury
  - d. Allegations of abuse, neglect, or exploitation
  - e. Allegations of homicide/attempted homicide/threat with a plan
  - f. Serious medication errors – the incorrect or wrongful administration of a medication (such as a mistake in dosage, route of administration or intended consumer), a failure to prescribe or administer the correct drug, medication omission, failure to observe the correct time for administration, or lack of awareness of adverse effects of drug combinations which place the Individual’s health at risk so that immediate medical intervention or enhanced surveillance on behalf of the Individual is required
  - g. Incidents of restraint or seclusion (also Reported to the Right Protection Officer at 512-244-8371) and the individuals Service Coordinator

## **VI. CONFIDENTIALITY OF CONSUMER INFORMATION AND HIPPA**

Any member of Bluebonnet Trails Community Services, including contract providers and volunteers, are expected to follow the policies of the HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (“HIPPA”), the HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (“HITECH”) and the Federal regulations contained in 42 CFR Part 2 governing confidentiality of alcohol and drug abuse records found at [bbtrails.org](http://bbtrails.org).

The consumer privacy practices within this policy are designed to protect the privacy of individuals served, and through HIPPA and HITECH, access to medical information is restricted solely to health care providers. The security policy is designed to ensure that any consumer identifying information is not shared unnecessarily and that such information which must be transmitted electronically is transmitted securely.

Consumers have rights related to their records and of any disclosures of their protected health information (PHI), which is also referred to as client-indentifying information. When admitted into

services, consumers are informed as to how they may obtain copies of their clinical record and how their protected health information might be shared with others.

The HIPPA regulations limit the sharing of PHI to the minimum necessary for the purpose. Providers have a responsibility to protect the privacy of consumers served in the following ways:

- Consumers are not to be identified to people outside of BTCS as an individual being served by the Center.
- The individual's medical, behavioral or personal information are not to be discussed with people who are not part of the consumer's IDTeam or who are not a medical provider who is assisting in the treatment of the consumer.
- Discussions with appropriate Center staff or medical providers should not be conducted in a public area or on a telephone where the discussion can be overheard.
- Service record documentation or other client-identifying documentation (such as invoices containing a consumer's name) is not to be left where it may be viewed by others. This means that copies of such information are not to be left at a copier or fax machine unless the equipment is in a secured area.
- Client-identifying information which is no longer needed must be shredded before discarding. This includes such things as lists, schedules, check lists and payment information.
- Providers may not take pictures of a consumer they are serving without a written consent form signed by the consumer or LAR.
- Consumers have a right to file a formal complaint against any provider who they feel may have violated the privacy practices. A consumer may file a complaint with the Client Protections Officer at Bluebonnet Trails Community Services, the US Department of Health and Human Services, or the Texas Attorney General's Office.

## VII. INFECTION CONTROL PRACTICES

At the Center, and while providing community based services such as respite services, the spread of infections is prevented by utilizing **Universal Precautions**. Universal precautions is a standard set of actions designed to prevent the spread of blood borne pathogens when providing first aide, healthcare and activities of daily living assistance.

The first action and the most effective way to prevent the spread of infection is by correct and frequent hand washing. While washing the hands with warm water and soap, the hands should be rubbed together for a minimum of 10 seconds to create enough friction to destroy pathogens. The service provider should wash their hand frequently, such as when:

- Coming on duty
- In between physical contact with consumers
- Before and after serving food, eating food and assisting consumers to eat
- After coming in contact with body fluids
- After toileting or assisting a consumer to toilet
- After blowing your nose or putting your hand to your mouth to cover a cough
- After removing gloves which have been worn to provide medical treatment or clean up body fluids
- During medication supervision or administration

- When coming off of duty

The second action which is taken to avoid infections is to use personal protective equipment such as latex or rubber gloves, face masks, protective eyewear or aprons when performing a task which has risk of coming into contact with body fluids.

The third action is to use both gloves and a disinfectant when cleaning up body fluids.

Last, if a consumer self administers shots, it is important for the used needles to be immediately placed in a puncture-resistant container for disposal. Needles should not be recapped, purposely broken or bent by hand, removed from disposable syringes, or otherwise manipulated by hand.

### **VIII. TRANSPORTATION OF INDIVIDUALS RECEIVING RESPITE SERVICES:**

Providers who transport consumers are required to drive safely and courteously and follow all State laws and signage applicable to the operation of a vehicle and to local weather and road conditions. All drivers and passengers (ie: staff, clients, et al) must wear a seatbelt at all times. Use of cell phones and cell phone texting is prohibited while driving consumers. Drivers must never leave an individual in an unattended vehicle with the engine running or the keys in the ignition. Consumers are not to be left in parked vehicles when weather, temperature or other conditions or situations might jeopardize their safety, and those consumers who are unable to independently exit a vehicle or who have special supervision needs and/or pronounced behavior problems (e.g. elopement risk, self injurious or aggressive behaviors) are not to be left unattended in a vehicle.

### **IX. CONVICTIONS BARRING CONTRACTING**

Texas Health and Safety Code, Sec. 250.006. CONVICTIONS BARRING EMPLOYMENT. (a) A person for whom the facility or the individual employer is entitled to obtain criminal history record information may not be employed in a facility or by an individual employer if the person has been convicted of an offense listed in this subsection:

- (1) an offense under Chapter 19, Penal Code (criminal homicide);
- (2) an offense under Chapter 20, Penal Code (kidnapping and unlawful restraint);
- (3) an offense under Section 21.02, Penal Code (continuous sexual abuse of young child or children), or Section 21.11, Penal Code (indecency with a child);
- (4) an offense under Section 22.011, Penal Code (sexual assault);
- (5) an offense under Section 22.02, Penal Code (aggravated assault);
- (6) an offense under Section 22.04, Penal Code (injury to a child, elderly individual, or disabled individual);
- (7) an offense under Section 22.041, Penal Code (abandoning or endangering child);
- (8) an offense under Section 22.08, Penal Code (aiding suicide);
- (9) an offense under Section 25.031, Penal Code (agreement to abduct from custody);
- (10) an offense under Section 25.08, Penal Code (sale or purchase of a child);
- (11) an offense under Section 28.02, Penal Code (arson);
- (12) an offense under Section 29.02, Penal Code (robbery);
- (13) an offense under Section 29.03, Penal Code (aggravated robbery);



- (14) an offense under Section 21.08, Penal Code (indecent exposure);
  - (15) an offense under Section 21.12, Penal Code (improper relationship between educator and student);
  - (16) an offense under Section 21.15, Penal Code (improper photography or visual recording);
  - (17) an offense under Section 22.05, Penal Code (deadly conduct);
  - (18) an offense under Section 22.021, Penal Code (aggravated sexual assault);
  - (19) an offense under Section 22.07, Penal Code (terroristic threat);
  - (20) an offense under Section 33.021, Penal Code (online solicitation of a minor);
  - (21) an offense under Section 34.02, Penal Code (money laundering);
  - (22) an offense under Section 35A.02, Penal Code (Medicaid fraud);
  - (23) an offense under Section 36.06, Penal Code (obstruction or retaliation);
  - (24) an offense under Section 42.09, Penal Code (cruelty to livestock animals), or under Section 42.092, Penal Code (cruelty to nonlivestock animals); or
  - (25) a conviction under the laws of another state, federal law, or the Uniform Code of Military Justice for an offense containing elements that are substantially similar to the elements of an offense listed by this subsection.
- (b) A person may not be employed in a position the duties of which involve direct contact with a consumer in a facility or may not be employed by an individual employer before the fifth anniversary of the date the person is convicted of:
- (1) an offense under Section 22.01, Penal Code (assault), that is punishable as a Class A misdemeanor or as a felony;
  - (2) an offense under Section 30.02, Penal Code (burglary);
  - (3) an offense under Chapter 31, Penal Code (theft), that is punishable as a felony;
  - (4) an offense under Section 32.45, Penal Code (misapplication of fiduciary property or property of a financial institution), that is punishable as a Class A misdemeanor or a felony;
  - (5) an offense under Section 32.46, Penal Code (securing execution of a document by deception), that is punishable as a Class A misdemeanor or a felony;
  - (6) an offense under Section 37.12, Penal Code (false identification as peace officer); or
  - (7) an offense under Section 42.01(a)(7), (8), or (9), Penal Code (disorderly conduct).
- (c) In addition to the prohibitions on employment prescribed by Subsections (a) and (b), a person for whom a facility licensed under Chapter 242 or 247 is entitled to obtain criminal history record information may not be employed in a facility licensed under Chapter 242 or 247 if the person has been convicted:
- (1) of an offense under Section 30.02, Penal Code (burglary); or
  - (2) under the laws of another state, federal law, or the Uniform Code of Military Justice for an offense containing elements that are substantially similar to the elements of an offense under Section 30.02, Penal Code.
- (d) For purposes of this section, a person who is placed on deferred adjudication community supervision for an offense listed in this section, successfully completes the period of deferred adjudication community supervision, and receives a dismissal and discharge in accordance with Section 5(c), Article 42.12, Code of Criminal Procedure, is not considered convicted of the offense for which the person received deferred adjudication community supervision.

**The conviction of other criminal offenses may be considered a contraindication to contracting with Bluebonnet Trails Community Services.**

**Applicants who are listed as “revoked” in the Nurse Aide Registry, listed as “unemployable” in the Employee Misconduct Registry or listed on the List of Excluded Individuals and Entities for Medicaid fraud will be barred from contracting.**