


**BLUEBONNET TRAILS COMMUNITY SERVICES**

Original effective date:  
Revised: 6/14/2018, 5/6/2020, 8/20/2020  
Approved: 

Operating Procedure  
Contract Management  
Contracts Management and Procurement

**Contract Management Procedure**

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**Description:**

Bluebonnet Trails Community Services (BTCS) enters into contracts for the purpose of purchasing goods and services along with service delivery. Contracts are monitored for compliance and performance annually.

**Purpose:**

BTCS operates as the Local Authority and works intentionally to obtain “best value” contracts that take into consideration the overall worth of a product or service, the short and long term costs to provide services and the added value the goods or services bring to the organization. The center will contract with other entities when contracting obtains the same or higher quality of service at a lower cost, it is not reasonably possible for the center to provide these services or the center is assembling a network of service providers. At all times, the center considers public input, ultimate cost-benefit, consumer benefit and consumer choice and the best use of public funds.

**Quality Improvement:**

BTCS strives to continuously improve the contract management process through annual reviews of the contract application, renewal and onboarding process.

**Definitions:**

As used in this Contract Management plan and procedures, the following terms have the indicated meaning:

1. Consumer Services Contracts- Contracts through which BTCS purchases professional services from qualified contractors for the purpose of direct care for individuals served by BTCS. The BTCS Board of Trustees entrusts with the Executive Director the authorization to execute on behalf of the Board:
  - Contracts for professional services with persons responsible for the delivery of individual-related services up to \$100,000.00.
  - All contracts exceeding these amounts will be presented to the Board of Trustees for approval.
2. Provider Contractor- Individual or Business providers who provide specialized services or our part of the BTCS provider network and must comply with BTCS provider guidelines.

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3. Professional Services Contract- Contracts through which BTCS provides professional services and receives payment for the provision of those services. The scope of the delivery of services to be provided by BTCS is defined within the contract established with the purchaser of the services.
4. Sub-Contractor- Individuals who provide services for BTCS through an outside agency and must comply with BTCS provider guidelines. BTCS retains the right to approve or disapprove the Contractor's choice of a subcontractor.
5. Vendor Contracts- Contracts under which BTCS agrees to purchase goods, equipment, maintenance or professional services from a qualified vendor. The BTCS Board of Trustees entrusts with the Executive Director the authorization to execute on behalf of the Board:
  - Contracts for purchases for equipment and associated services up to \$100,000.
  - All contracts exceeding these amounts will be presented to the Board of Trustees for approval.

### Procedure:

#### I. Provider Contractor:

- A. BTCSs posts open contract opportunities on the contracting page of the website. General application requirements are as follows. Providers must:
  1. Be a resident of Texas.
  2. Provide services within the Local Service Area. Exceptions to the distance allowed from the Local Service Area for the provision of services will be made on a case by case basis by the Director of Provider Services or designee.
  3. Be able to read, write and communicate in English or be able work with the Authority to provide application information and complete any required trainings in English.
  4. Have required certifications and/or education necessary for the service they will be providing.
  5. Have up to date insurance as required by the contract position.
  6. Be able to supply at least three references.
  7. Be available for an interview by a program supervisor if applying to provide specialized services.
- B. Applications are submitted to the Contracts Department through the BTCS website. Paper applications are provided at local offices for Family Directed contract positions only. All other provider applications must complete the online process.
- C. Employees may not contract with BTCS or subcontract under other contractor providers.
- D. Spouses and other family members who are within the first degree of consanguinity and affinity to an employee of the Authority must have approval from the Director of Provider Services or the Quality Management Director in order to provide contracted services.
- E. All Consumer Services Network Provider Contracts are pursuant to the Methods of Procurement Operating Procedure and must have a designated person who holds supervisory and monitoring responsibilities over the Provider for that service.
- F. The Contracts Department will verify that Applicant meets minimum qualifications, has a clear training and onboarding process and is eligible for contracting.
- G. For specialized providers who require credentialing, the Contracts Department will route the application to the appropriate Program or Center Director. The Director or designee determines whether the applicant is suitable for the position after interviewing and checking references and informs the Contracts Department of their desire to contract.

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- H. For degreed or licensed contract positions, the Contracts Department will submit information to the Credentialing Coordinator for degree and license verification. Any credentialing necessary after contracting will be completed by the Credentialing Department.
- I. The Contracts Department completes the following background screenings on all Provider Contracts prior to approval for contracting:
  - 1. Criminal background screening: Completed at contract initiation and yearly thereafter. Applicants will be excluded from contracting if there is a conviction that is listed on Texas Health and Safety Code, Sec. 250.006. CONVICTIONS BARRING EMPLOYMENT. The conviction of other criminal offenses may be considered a contraindication to contracting with the Authority. Applicants who have resided in Texas less than two (2) years and all Applicants for Early Childhood Intervention Services must obtain a Texas Department of Public Safety fingerprint background screening obtained at the Applicant's own expense.
  - 2. Employee Misconduct Registry: Completed at contract initiation by the Contracts Department and monthly by Human Resources.
  - 3. Nurse's Aide Registry screening: Completed at contract initiation by the Contracts Department and monthly by Human Resources.
  - 4. CARE system Abuse and Neglect screening: Completed at contract initiation by the Contracts Department and monthly by Human Resources.
  - 5. Texas Health and Human Services Commission Office of Inspector General Exclusions List: Completed at contract initiation by the Contracts Department and monthly by Human Resources.
  - 6. U.S. Department of Health and Human Services Office of Inspector General Exclusions Lists: Completed at contract initiation by the Contracts Department and monthly by Human Resources.
  - 7. Human Resources will send batch provider monthly reports to the Contracts Department identifying any names that were flagged in the monthly reports. The Contracts Director will then complete individual provider verifications by social security numbers to determine if any provider is ineligible for services.
  - 8. Any exclusion information that is discovered will be reported to the Texas Department of Aging and Disability Services. No payment is made to a Provider who later is found to be listed on the Texas or U.S. Exclusions Lists.
  - 9. Applicants will be denied a contract if they do not pass all of the background screenings.
  - 10. Applicants for services that require transportation must provide a copy of their 3-year driving record. Applicant will be denied a contract if their 3-year driving record does not meet the Authority's qualifications for transporting consumers or shows a pattern of reckless driving.
- J. Services that will be provided in the Applicant's home or in a facility will require a safety inspection of the home/facility conducted by designated personnel prior to contract approval. If the home/facility does not meet requirements, the Applicant will be given an opportunity to make corrections and a second inspection will be completed.
- K. When the background screenings and home inspection (if required) are completed, the Contracts Department will:
  - 1. Set up web-based training for the successful Applicant. The Quality Management Director may approve deemed status for training that is received outside BTCS. Businesses that do not provide training of their own to meet the Authority's requirements may obtain

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- equivalent training elsewhere and request deemed status or the Contracts Department may provide the Authority's Provider Training Manual and a Family Directed Family Training Verification form for Family Directed providers. The family directed provider must complete the training form with the family and complete a brief quiz confirming they have read the Training Manual.
2. Develop a contract to be signed by the Executive Director and the successful Applicant.
  3. Notify the Department Manager, IS, Accounting and Credentialing (if appropriate) when a contractor has completed the process.
  4. Return an executed copy of the contract to the provider along with any program instructional packet and invoice that may be appropriate.
- L. The Program Director over the contracted service will ensure that the Provider has been instructed on any specific functions/requirements of providing the service, any additional required training for that specific service and the requirements of documentation, including timeframes for submission of notes and invoices. Services provided prior to completion of all the contracting requirements will not be reimbursed.
- M. The Contracts Department will maintain the original Contract along with the Provider's application and required documentation in a secure location. Contracts will be maintained for a minimum period of 5 years following the date the last service was rendered. Contracts are made available to the Accounting Department and Program Directors as needed/requested.
- N. All contracts are renewed annually or with terms approved by the Executive Director. Prior to renewal, The Contract Director provides the Program Directors a renewal notice. The Program Director will confirm that they wish to renew the contract(s) based on best value and whether the contractor has met expectations and performance measures.
- O. Contracts that are not renewed will be tracked by the Contracts Director. The Contracts Director will send term notifications to accounting and Program Directors as applicable.
- P. Contract providers with outstanding or expired documentation will be inactivated in the following systems until the required documents have been sent to contracts: Munis, Contract Logix, and SmartCare. Contracts will notify all necessary departments of these changes on a monthly basis.

### II. Sub-Contractor

- A. All Contract Agencies who hire employees/subcontractors to provide a service for BTCS must meet the following expectations:
1. Demonstrate capacity to provide coverage when their employee/subcontractor is unable to perform and does not rely on BTCS to cover for them; and
  2. Demonstrate compliance with administrative requirements for their employees/subcontractors including, but not limited to, the following:
    - a. Conduct all background checks for each employee/subcontractor providing services under the contract with BTCS and provide written assurance that each employee/subcontractor has cleared all required screenings;
    - b. Ensure that employees/subcontractors are current on required documentation including, but not limited to, Texas driver's license, auto liability insurance, CPR and First Aid training. Contractors must maintain a record of these current documents and provide a copy of these current documents to BTCS upon request;

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- c. Ensure completion of all required training;
- d. Submit completed and signed Onboarding Checklist that include verification of all background screening and training requirements before providing services;
- e. Communicate to employees/subcontractors regarding any policies and procedures set forth by BTCS and any and all relevant laws or policies set forth by the State of Texas and the federal government;
- f. Conduct quality assessments of their employee/subcontractor notes and the provision of services resulting in correct invoicing and service records submitted with the invoice to BTCS;
- g. Maintain service and employee/contractor records for at least five years;
- h. Manage payment to their employees/subcontractors;
- i. Handle issues affecting the performance of their employees/subcontractors under this contract with BTCS;
- j. Inform designated BTCS staff when a contractor terminates an employee/subcontractor or the employee/subcontractor leaves employment on his or her own; and
- k. Provide annual verification of staff qualifications and trainings upon annual contract renewal requests.

### III. Contract Procurement

Consumer Service contracts must be procured competitively unless BTCS determines that the community service can be procured non-competitively or should be procured through open enrollment. The BTCS Board of Directors entrusts with the Executive Director the authorization to execute on behalf of the Board: Contracts for competitive bid purchases for equipment and associated services up to \$100,000 and contracts for professional services with persons responsible for the delivery of individual-related services up to \$100,000. All contracts exceeding these amounts will be presented to the Board of trustees for approval.

- A. Informal Solicitation: BTCS may competitively procure community services through informal solicitation if the contract amount does not exceed \$25,000.00.
  1. BTCS must solicit business entities that provide the type of community service(s) being procured and attempt to obtain at least three (3) responses. Responses may be oral, written, or electronic.
  2. Documentation must include:
    - a. Names and telephone number of the business entities contacted and the date of contact;
    - b. Specifications for the community service(s); and
    - c. All responses.
  3. Award of a contract is based on best value as determined by relevant factors outlined in the Texas Administrative Code relating to Contract Procurement.
- B. Request for Proposals (RFP): The RFP method is typically applicable to those situations where funds greater than \$25,000.00 are available to the contracting entity for the provision of a service. When utilizing this method, the following procedures must be followed:
  1. A determination has been made, that in order to establish the "best valued" service in the local authority's service area an RFP must be issued.

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2. Contract Services will be notified by the Director of Authority Functions or designee to develop the procurement packet for the specified service.
3. Contract Services will develop a procurement packet within 30 days. The packet must contain the following elements:
  - a. Detailed description of the community-based service to be purchased, the consumer eligibility criteria if applicable, and all other information included in the RFP Notice;
  - b. Benefit of Services to BTCS and/or number of consumers served pursuant to the contract;
  - c. Method of payment;
  - d. Detailed description of all information to be included in a respondent's proposal;
  - e. Instructions for the submission of questions concerning the procurement by potential respondents;
  - f. Instructions for the submission of proposals;
  - g. Requirements that a potential respondent must fulfill to participate in the procurement process;
  - h. Assurances that:
    - 1) The respondent has no conflict of interest and meets the standards of conduct requirements.
    - 2) The respondent is not currently held in abeyance or barred from the award of a federal or state contract.
    - 3) The respondent is not delinquent in a tax owed the state.
  - i. The criteria for evaluation of proposals and contract awards;
  - j. All relevant factors the local authority will use to determine best value; and
  - k. The RFP packet will be placed on the website Contracting page.
4. A Notice will be placed in the local newspaper or professional association newsletter or by direct mail to all known providers of the community service for at least 10 days, but not more than 90 calendar days, prior to the due date for the submission of proposals. An RFP Notice will include:
  - a. the contract term;
  - b. a general description of the community service(s) to be purchased;
  - c. the geographic area to be served;
  - d. any limitations on who may submit a proposal;
  - e. the procedures for obtaining an RFP; and
  - f. the date and time by which proposals must be received by the local authority.
5. Contract Services will ensure that any entity requesting a procurement packet is provided one.
6. Contract Services will notify in writing all entities that have received a procurement packet of any changes made to the procurement packet prior to the designated submission to provide a fair opportunity for each entity to respond.
7. Contract Services will ensure that all information submitted in proposals is confidential until a contract is awarded (except as provided in the Texas Open Records Act, Texas Government Code, Chapter 552).
8. Contract Services may validate any information in a proposal by using outside sources or materials when the need arises.

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9. Contract Services will collect, maintain in a secure location, and provide copies to appropriate Senior Management Team members proposals submitted in response to an issued RFP.
  10. Contract Services will notify in writing to all respondents to an RFP if it is canceled at any time for any reason.
  11. Contract Services will notify in writing to all respondents to an RFP that the contract was awarded and that the proposal is no longer being considered. This will be done within 10 business days of contract award.
  12. Contract Services will respond to all written requests from respondents requesting information concerning why its proposal was not accepted within 30 business days of receiving the written request.
- C. Evaluation of Proposals: All proposals submitted in response to an RFP will be evaluated by designated members of the Senior Management Team within the specified timetable indicated in the RFP. Proposal will be accepted only if the respondent has followed the RFP instructions, submitted the proposal within the established time frame, and included all information requested. A proposal must include, but is not limited to, the following information:
1. The respondent's name, address, telephone number, and type of business entity;
  2. A detailed description of information requested in the procurement package to be included in a proposal;
  3. The respondent's eligibility requirements for contract award (e.g. credentials for providing the community service(s), such as applicable certifications, licenses, evidence of compliance or ability to comply with relevant Health and Human Services Commission (HHSC) rules; evidence of accessibility; evidence of financial solvency; evidence of liability insurance);
  4. Assurances that:
    - a. the respondent has no conflict of interest and meets the standards of conduct requirements on Accountability established in the Texas Administrative Code, Contracts Management for Local Authorities;
    - b. the respondent is not currently held in abeyance or barred from the award of a federal or state contract; and
    - c. the respondent is not delinquent in a tax owed the state.
- Note: Negotiations may be conducted either to complete the procurement process or to complete an evaluation of an acceptable proposal. When only one proposal has a reasonable chance of being awarded, contract staff and the potential contractor/subcontractor will negotiate the contract requirements as necessary to complete the procurement process. When more than one acceptable proposal is received, negotiation is used to further evaluate competitive proposals and to select one or more for award. In this situation, no potential contractor/subcontractor is given information that will give the contractor/subcontractor a competitive advantage over the other potential providers.*
- D. Non-Competitive Procurement:
1. This type of procurement method is applicable only if:
    - a. The services are proprietary to a single source or only one source can or will provide the service;
    - b. The services will be provided by a governmental agency;

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- c. There exists an emergency situation in which a delay may result in harm to a consumer who is to receive the community service;
    - d. The services are for less than \$5,000.00 and the total amount was not divided to qualify for a non-competitive procurement; or
    - e. A competitive procurement was attempted and either no qualified response or only one qualified response was received.
  2. Contract Services will be notified by the Director of Authority Functions or designee of the intent to establish a non-competitive service contract in a particular county or service area.
  3. Contract Services and Purchasing Departments will track and retain documentation and justification for all services obtained by utilizing the non-competitive method.  
**Note:** *Providers under a non-competitive procurement arrangement are held to the same standards of care as any other provider under contract. A provider obtained by non-competitive procurement must follow all required rules, regulations, state and federal laws, and quality standards as are expected of all providers doing business with Bluebonnet Trails Community Services.*
- E. Open Enrollment: BTCS may use open enrollment to establish and maintain a provider network for specific services. The open enrollment method is used to procure qualified contractors for inclusion in the Center's provider network. The following procedures must be followed when utilizing the open enrollment method:
  1. Contract Services will be notified by the Director of Authority Functions or designee of the intent to implement the open enrollment method for a specified service.
  2. Contract Services will ensure that the request for applications notice includes, at a minimum, the following information:
    - a. A brief description of the types of community services the local authority intends;
    - b. to procure through open enrollment;
    - c. The geographical area to be served under the contracts;
    - d. The procedure for obtaining an online application;
    - e. The date and time by which applications must be submitted, if any.
  3. Contract Services will ensure that the online application process is up to date. Any potential applicants will receive application assistance as requested via phone or email. Complete applications will be process within one week of being received.
  4. Contract Services will ensure that all online applications include at a minimum the following information:
    - a. A detailed description of each type of community service to be contracted, the consumer eligibility criteria and all information contained in the request for applications notice;
    - b. The rate of payment for each specified service to be contracted and method used to determine that rate;
    - c. A detailed description of the information to be included in an application;
    - d. Instructions for submitting an application;
    - e. Eligibility requirements that respondents must meet to be included in the Center's provider network;
    - f. Documented assurances that the respondent: (a) is not currently held in abeyance or barred from the award of federal or state contracts; (b) is currently in good standing for



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tax owed to the state of Texas; (c) meets the qualifications as outlined in the online application; (d) agrees to provide the specified service(s) at the stated rate of payment.

- g. The criteria for acceptance of a respondent into the Center's network.
5. The Director of Contract Services will ensure that all applications received from respondents includes the respondent's name, address, telephone number, type of business entity, and specific services that the respondent will provide.
6. The Director of Contract Services or designee will obtain clarification or confirmation of information submitted in an application when the need arises.
7. The Director of Contract Services will provide copies of applications received to the members of the senior management team for their review.
8. BTCS will approve for inclusion into the provider network all respondents that meet qualifications specified on the website and who have completed the application as required in the instructions.
9. Credentialing of network providers, if required for the specific service, will be done through the
10. Credentialing Department. The Credentialing Coordinator will collect, review, verify, store, and update credentialing information on each network provider.
- F. Record Maintenance: The Local Authority will maintain for six (6) years or until the end of any litigation concerning the contract the following documentation:
  1. Justification for non-competitive procurement;
  2. The solicitation and any modification or revisions made;
  3. All responses to the solicitation and any modifications or revisions made;
  4. The evaluations of all responses and evidence that the local authority considered all relevant factors;
  5. Written correspondence between the local authority and respondents prior to contract award;
  6. Optional or required credentials, if any;
  7. Written protests, if any, and their disposition;
  8. The executed contract;
  9. Written correspondence between the local authority and the contractor concerning the contractor's performance;
  10. Copies of any audits performed or required by the local authority.

### IV. Monitoring and Management

- A. Contracting and procurement by BTCS (the Local Authority) must be conducted so as to obtain the "best value." "Best Value" determination is an assessment of the overall worth of a service taking into consideration immediate and future benefits to the individual receiving the service, and the short and long-term costs to provide the service. Procurement of services through contracting/subcontracting is the preferred alternative to direct provision of services when:
  1. Contracting obtains the same or higher quality of services at a lower cost than possible through internal provision by the Center;
  2. It is not possible for current Center staff to provide or make available the specific service; and/or,
  3. Assembling a network of service providers.

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- B. At all times, the Center must consider public input, ultimate cost-benefit, and consumer care issues to ensure consumer choice and the best use of public money. Whenever the Center develops a contract with a provider for provision of specific community-based services, the elements of the contract must be consistent with the Center's performance contract with the state authority. This may include the same remedy actions and sanctions being taken with subcontractors as are available to the state authority as defined in the performance contract.
- C. The contract management system must ensure stakeholder input participation in the Local Authority's decisions regarding whether to provide or to contract for a service(s). Notice of the intent to contract for services will be made in accordance with Local Planning and Network development requirements.
- D. There are four important control areas to an effective contract management system:
  - 1. Contractor Selection: The procurement process should be sufficient to ensure that the best contractors/subcontractors are fairly and objectively selected.
    - a. Whenever feasible, and unless otherwise prohibited by law or other restrictions, contractors/subcontractors are to be selected through competitive procurement procedures.
    - b. Past performance should be considered in subsequent selection/contract renewal decisions.
    - c. Formal, documented procedures should be followed to assess prospective contractors' strengths and weaknesses.
  - 2. Contract Provisions: Contract provisions and agency regulations should be sufficient to hold contractors/subcontractors accountable for delivery of quality services and prevent the inappropriate or inefficient use of public funds. Contract provisions should contain all of the following:
    - a. Clear statements of services and goods expected from the contractor/subcontractor.
    - b. Clearly defined performance standards and measurable outcomes.
    - c. Clear statements of the manner in which contractor performance will be evaluated.
    - d. Sanctions sufficient to hold contractors/subcontractors accountable for failing to meet intended objectives.
    - e. Specific audit clauses, which allow the Local Authority and other oversight entities, access to the contractor/subcontractors' records, data, and pertinent information.
  - 3. Payment Reimbursement Methodology: Methods used to establish contractor/subcontractor reimbursement should be sufficient to ensure that the Local Authority pays fair and reasonable prices for services.
    - a. Prior to the contract award, the cost of services, as well as the services themselves, should be analyzed in order to determine the most effective payment methodology.
    - b. Approval of proposed contractor/subcontractor budgets should focus on ensuring that proposed expenses are reasonable and necessary to accomplish the program objectives. Both program results and contractor/subcontractor efficiency should be considered as part of the budget approval process.
    - c. For unit-rate contracts, the rate setting process should ensure that there is a reasonable correlation between the qualities of the services provided, costs of providing the services, and the rate paid.
  - 4. Contractor Oversight: Contractor oversight should be sufficient to ensure that contractor/subcontractors consistently provide quality services (by measuring performance

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- against well-documented expectations), and the public funds are spent effectively and efficiently.
- a. Monitoring functions should focus on the outcomes of services provided and the cost-effectiveness/prudence of contractor/subcontractor expenditures in addition to compliance with regulations.
  - b. Ensure that the interests of the persons served, the public, and local and state authorities are considered at all times.
  - c. Results of monitoring reviews, audits and investigations should be routinely followed up on to ensure that corrective actions have been taken and to identify common problem areas.
  - d. Standardized criteria as determined by Program Directors should be utilized to evaluate performance, service quality, and appropriateness of services provided to individuals and service utilization.
- E. All contracts established by BTCS staff must follow the guidelines that are indicated below:
1. Consider the best interest of persons served, the public, and the local and state authorities at all times.
  2. Promote competition to the extent appropriate and allowable by state and federal laws and policies to secure a best price and quality, and to provide opportunity for all qualified organizations and persons.
  3. Use funds to meet only documented needs for authorized services.
  4. If a conflict of interest, real or apparent, is involved, employees and officers of the Center must not have any involvement in the selection, award, or administration of a contract paid with funds received from and through a state agency.
  5. Contracts between the Local Authority and a contractor/subcontractor providing community-based services must be consistent with the Local Authority's performance contract.
  6. The Local Authority will ensure quality care during the transition from one contractor/subcontractor to another.
  7. The Local Authority may take the same remedy actions and sanctions with its contractor/subcontractors as are available to the state authority as defined in the performance contract and TAC 412.54 (e).
  8. The Local Authority may implement additional requirements if those requirements are in writing and do not conflict, deviate from, or alter the provisions of the contract.
  9. The Local Authority shall make good faith effort to award historically underutilized businesses a portion of or total contract award.
  10. The contractor/subcontractor is responsible for paying all taxes associated with operating their business. This includes federal income tax and self-employment tax.
  11. The contractor/subcontractor is reimbursed based on the submission of appropriate documentation. Payment is once per month following the month in which services were provided for most services and twice per month for approved IDD Network providers.
- F. Contract Monitoring:
1. Contract monitoring is the systematic review process utilized by the Authority to ensure that key aspects of all community-based service agreements/contracts are consistently being met by participating Network Providers.

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- a. The performance monitoring process involves reviewing participating provider performance that is indicative of whether the provider is offering services as intended and consistent with set standards of care. This type of monitoring is done within local clinics and programs by our supervisory staff. The monitoring process considers performance in the domain of service utilization, individual satisfaction, achievement of performance indicators, and ultimately best-value determination. The process includes concurrent and retrospective reviews with review results documented. Program Supervisors will notify the Contracts Department when poor performance is identified. Corrective action can be implemented and/or a provider's agreement/contract may be terminated if corrections are not made.
  - b. Contract terminations and Contract non-renewals for poor performance are completed as needed and annually during the contract renewal process.
  - c. The monitoring process includes reviewing a Network Provider's compliance with contract stipulations, service activities, accounting and billing information, and quality assurance reviews. The process ensures that individuals receive quality services, in a timely and accessible manner that is considered to be best value.
  - d. The Authority will perform the monitoring function by conducting a variety of reviews, which include but are not limited to:
    - 1) Billing Audits
    - 2) Contractual Compliance: current driver's license, insurance, licensure and training as required by their contract terms
    - 3) Environmental/Special Reviews (if appropriate)
    - 4) Managing Outliers
    - 5) Verification of Training and Credentials
- G. Credentialing:
1. All participating licensed Network Providers must complete the credentialing process. Licensed Practitioner of the Healing Arts (LPHA) and Qualified Mental Health Professional (QMHP)/ Qualified Mental Health Paraprofessional (QMHP) staff may not provide services to consumers until the credentialing process has been completed.
    - a. The Contract Services staff will ensure that each provider wanting to participate in the Center's network completes a standard online application. The completed application must include educational and work history, listing of all applicable licenses and certificates (with copies attached), professional liability insurance certificate, and professional references.
    - b. The Credentialing Coordinator will maintain a credentialing file on all licensed Network Providers. The file will include: the original credentialing application completed by the Network Provider, copies of all applicable licenses and certificates, credential verification, and any other information deemed necessary.
    - c. Credential Requirements and Verification:
      - 1) Licensed Practitioner of the Healing Arts (LPHA: An individual who is:
        - a) a physician (M.D. or D.O.) licensed to practice medicine in Texas;
        - b) a licensed or certified doctoral-level psychologist as defined in Texas Civil Statutes, 4495(b);
        - c) a licensed masters social worker (LMSW)—Advanced Clinical Practitioner (ACP) as defined in the Human Resources Code, Chapter 50;

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- d) a licensed professional counselor (LPC) as defined in Texas Civil Statutes, 4512(g);  
or
- e) a licensed marriage and family therapist (LMFT) as defined in Texas Civil Statutes, 4512(f).
- 2) Qualified Mental Health Professional (QMHP)/Qualified Mental Retardation Professional (QMRP): A person with a minimum of a bachelor's degree from an accredited college or university with a major in social, behavioral, or human services or is a registered nurse, and:
  - a) is clinically supervised by a Licensed Professional of the Healing Arts, and
  - b) has demonstrated competency in the work to be performed.
  - c) Note: There is no certification or credentialing process for QMHP/QMRP outside of the MHMR system. The Local Authority will credential all participating network providers following the Authority's internal credentialing process.
- 3) Qualified Mental Health Paraprofessional (QMHP): A person at least 18 years of age with a minimum of a high school diploma or GED, and:
  - a) is clinically supervised by a Licensed Professional of the Healing Arts, and
  - b) has demonstrated competency in the work to be performed.
- d. The Quality Management Department will review a random sample of all Network Provider files maintained by Network Services.
- e. The Quality Management Department will maintain the results of the review and forward a summary to the Director of Authority Functions for review and/or development of a plan of corrective action if necessary.
- H. Provider Training: All participating Network Providers must complete required training prior to the provision of services.
  - 1. Network Services will ensure that all participating Network Providers who have entered into a contract/agreement with the Authority for the provision of consumer services will meet training requirements prior to the provision of services.
  - 2. Required training will be documented in the Network Provider's file.
- I. Billing Review Process:
  - 1. Participating Network Providers record all services delivered.
  - 2. Network Providers will retain the original signed copy of the Service Record.
  - 3. Upon verifying all services, billing will be submitted to Accounting.
- J. Contract Compliance: Participating Network Providers are expected to meet all contractual requirements on a continuous basis (Any provider whom is unable, for any reason, to meet requirements in one or more of the following may result in contract termination)
  - 1. Ensure the safety and welfares of consumers.
  - 2. Ensure confidentiality, protection of consumer rights, and freedom from abuse, neglect and/or exploitation.
  - 3. Maintain credentials, licensures, accreditations and/or certifications.
  - 4. Disclose criminal activity by Network Provider and/or Network Provider's employees/subcontractors.
  - 5. Comply with all local, county, state and/or federal laws and regulations.
  - 6. Provide required documentation and/or reports within specified timelines.
  - 7. Provide billing documentation.

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8. Maintain professional liability insurance coverage, and current required trainings.
  9. Implement and carrying out necessary corrections to problems identified in quarterly performance reviews.
  10. Respond to consumers in emergency situations.
  11. Upon a finding that the Network Provider is in default of their contract, the Program Director will develop a written Plan of Correction. The plan shall include activities that will lead to the resolution of the problem areas, specific timelines, and clearly stated expectations.
- K. Contract Sanctions: The Authority designee imposes sanctions upon contracted Network Providers as a result of activities or events, which constitute a default of the conditions of the contract.
1. Any person may alert the Authority of questionable activities, which may lead to the imposition of sanctions. The Authority designee will discuss the activity in question with the Network Provider giving them an opportunity to investigate the matter and respond in writing within five (5) days of discussion with the Authority designee concerning the matter. Activities or events, which constitute a default of the conditions of a contract and that, may require imposing sanctions include, but are not limited to:
    - a. Failure to maintain or remain in good standing with regard to credentials, licensure, accreditations, or certificates;
    - b. Violation of the Health Safety Code;
    - c. Failure to provide billing documentation as required;
    - d. Failure to respond to consumers in emergencies;
    - e. Failure to provide required documentation and reports within specified timelines;
    - f. Loss of professional liability insurance coverage;
    - g. Failure to make necessary corrections to problems identified in performance reviews;
    - h. Failure to disclose criminal activity.
  2. The Authority Designee, Director of Quality Management and Network Services will review the written response offered by the Network Provider. A decision will be made about whether the imposition of sanctions is appropriate and what sanction(s) will be imposed. Possible sanctions include but are not limited to:
    - a. Withholding new referrals;
    - b. Withholding outstanding payments, in whole or part;
    - c. Limiting additional authorizations for services;
    - d. Request for recoupment of funds paid to the provider by the Authority for services;
    - e. Suspension of contract and referral of existing consumers elsewhere, pending additional review;
    - f. Fines, charge backs, or offsets against future payments; and
    - g. Other sanctions as determined to be appropriate by the Authority.
  3. The Authority Designee will notify the Network Provider in writing of the decision to impose sanctions and the type. Included will be instructions on how to appeal the decision to impose sanctions.
  4. The Authority Designee will develop a Plan of Correction with the Network Provider to address the area of concern. The plan will include timelines for ensuring that the problem is resolved in a timely manner.
- L. Contract Termination: The Authority may initiate contract termination if there is an occurrence

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of an event described in the contract as grounds for immediate termination, failure to complete the actions specified in a Plan of Correction, or other actions which constitute a breach or default of the contract.

1. The Executive Director or designee will review the situation and determine whether to
2. initiate contract termination.
3. The Authority Designee will contact the Network Provider to review with them the decision to initiate contract termination. The Authority Designee will request a contract termination notice from the Contract Department. The written notice to the Network Provider will be sent via email and certified mail indicating termination of the contract for specified reasons. The Network Provider will be given written instructions on how to appeal the decision to terminate the contract.