Dear Provider,

The HARRIS CENTER for Mental Health and IDD welcomes your application to be considered as a Provider of services for individuals with Intellectual and Developmental Disabilities. The contemplated services are an integral component in our ability to provide our Consumers with the highest level of care and support.

For questions on the contract process or required forms, please contact Margo Childs at (713) 970-8237, or Margo.Childs@TheHarrisCenter.org

Thank you,

Margo Childs, Program Director
IDD Contracts

*AGENCY DOES NOT GUARANTEE ANY OR A MINIMUM NUMBER OF REFERRALS TO ANY PROVIDER*
THE HARRIS CENTER for Mental Health and IDD

OPEN ENROLLMENT APPLICATION

For

INTELLECTUAL AND DEVELOPMENTAL DISABILITIES
BEHAVIORAL SUPPORT SERVICES

11/22/2019
Principles and Practices of Contracting with the IDD Division

Introduction

The IDD Division of The Harris Center for Mental Health and IDD (“Agency”) receives reimbursement for a variety of services provided to eligible persons residing in Harris County. To be eligible for services, a person must:

1. Have a diagnosis of Intellectual Disability, Autism, or a Pervasive Developmental Disorder that dates before the age of 18.
2. Be a current resident of Harris County.
3. Must complete a Determination of Intellectual Disability Assessment (DID) through The HARRIS CENTER to verify eligibility.

Within the limits of funding and other contract requirements, individuals choose which services they receive from the Agency and its Contract Providers. The underlying goal of all programs operated, or funded, by the Agency is to assist persons with intellectual disability or developmental delays to develop the skills and access the community supports and resources necessary to learn, work, and live with dignity as contributing members of the community. The IDD Division will not fund services which segregate individuals from their community, or do not work toward integrating these individuals into the community.

General Contract Information

The IDD Division of the Agency is the provider of last resort for individuals needing IDD services. This means that The Harris Center will contract for those services for which there are appropriate private sector program providers. The Harris Center will operate programs in those service areas where there are no providers, or where the number of providers offering a particular service is inadequate to meet the workload metrics of its contract with other sources. The Harris Center will also maintain programs in those areas where there is a need for a “safety net”. At this time, The Harris Center contracts with the private sector for services under the following CARE codes:

- RO55 – Behavioral Support Services
- RO21 - Community Support

The IDD Division maintains an open enrollment process for all contract providers and places no artificial limits on the number of providers within the Provider Network. Because of this, there are several facts that contract providers should be aware of:

1. The contemplated contracts are to provide Behavioral Support Services and must be approved by the Agency’s Board of Trustees.
2. Having a valid contract with The Harris Center does not guarantee that any Provider will receive referrals for services. Referrals are based solely on individual choice of available programs.

3. The Agency utilizes the definition provided by the Health and Human Services Commission (HHSC) Service Definition Manual, IDD Services, in defining the utilization of State General Revenue funds. The Agency will only contract for services that explicitly meet these definitions. Any entity wishing to contract with the Agency should become familiar with the definitions for the services they will offer through the Agency.

Payment\Billing Information

The procedure for submitting an invoice for payment to the Agency is contained in the language of the contract. There are, however, several basic principles that guide the Agency’s staff when processing Contractor invoices for payment. Additionally, the following guidelines are to be adhered to:

1. The Agency requires the submission of a service log in addition to the invoice. There will be one service log per individual served.

2. The Agency will only pay for services that have been properly authorized. In the IDD Division, written authorizations are issued to document service start and end dates. Written authorization to begin services may only come through a fully executed contract.

3. The Agency will not pay for services provided for an individual before the start date of a contract. The Agency is not obligated to pay for any services rendered before a formal, written and signed contract is in place.

4. Data for authorized services will be submitted weekly. Each provider, in order to ensure that they have the best chance of receiving timely payment for services rendered, must submit its invoices to IDD Approved Agency in accordance with the timeframes set forth in their contract. Final invoices must be submitted by the 5th of each month for services rendered during the previous month.

5. The Agency will not pay for services billed to the Agency later than 30 days past the end of the month in which services were performed. For example, an invoice for services provided in March 2019 must be submitted no later than April 30, 2019, or payment will not be made for that invoice.

Individual Choice

The Agency uses the concept of individual choice to ensure that individuals are afforded the same choices that every member of the community has as their right. There are several areas regarding the choices individuals have been presented with that require further explanation here. Violation of any of these principles will result in the Agency removing a provider from the list of agencies given to individuals when choosing services and service providers.

11/22/2019
1. No solicitation of individuals (or their families) currently being served by another provider is permitted. Such behavior is considered inappropriate and unethical.
2. No action will be taken to change the services for which an individual is authorized until that individual (or their guardian) has informed the individual’s Service Coordinator that they wish to make a change in services. Providers may not initiate changes in any individual’s CARE Code or service provider. Changes may only come from the individual and be authorized by the Service Coordinator.

The IDD Division of The Harris Center contracts with Private Providers for the following services:

Behavioral Support Services

Providers must meet the following criteria in order to obtain a contract with The Harris Center:

1. Licensed as a Psychologist in accordance with Texas Occupations Code, Chapter 501;
2. Licensed as a Psychological Associate in accordance with Texas Occupations Code, Chapter 501;
3. Certified as a Behavioral Analyst by the Behavior Analyst Certification Board, Inc.;
4. Provisionally licensed to practice psychology in accordance with Texas Occupations Code, Chapter 501
5. A TDMHMR/DADS/HHSC-certified authorized provider in accordance with 40 TAC §5.161;
6. Licensed as a Licensed Clinical Social Worker in accordance with Texas Occupations Code, Chapter 505; or
7. Licensed as a Licensed Professional Counselor in accordance with Texas Occupations Code, Chapter 503.

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<tr>
<th>Type of Service</th>
<th>Licensure from</th>
<th>Insurance</th>
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<td>Behavioral Support Services</td>
<td>As specified by the provider criteria and current licensure section.</td>
<td>• General liability in the amount of $1,000,000 per occurrence with $3,000,000 general aggregate</td>
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<td>• Minimum of $500,000 in automobile liability insurance if transporting individuals</td>
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Other requirements of contracting with The Harris Center include:

1. Compliance with individual choice guidelines
2. The Harris Center Compliance and/or IDD Division staff will conduct periodic audits of records and site visits to determine if safety and health requirements are being met.
3. On-going site visits by IDD Division staff to monitor quality of services.
4. Timely and accurate submission of daily service data and monthly claims for payment.

Steps in contracting with the Agency:

1. Send the attached DEMOGRAPHIC FORM and the SERVICE DESCRIPTION FORM (complete ALL sections) plus any ATTACHMENTS to:

   Margo Childs  
   IDD-Contracts Program Director  
   9401 Southwest Freeway 8th Floor  
   Houston, Texas 77074  
   Or by email: Margo.Childs@TheHarrisCenter.org

2. A desk review will be performed on the submitted application and attachments thereafter, if necessary, the reviewer shall request any additional or updated documentation in writing. Applicant will have ten (10) business days to respond and submit or revise any requested documents to the reviewer. Upon receipt of all documentation of licensure, insurance and other requirements have been received, the Agency will physically assess each of your service sites. The review will address all required policies and procedures, safety and health guidelines, and report to the Agency Contract Services Department as to final approval to enter into a contract with Provider.

3. The Agency Contracts Department will generate the contract and submit it to the Agency’s Board of Trustees for final approval.

11/22/2019
NEW CONTRACT PROVIDER DEMOGRAPHIC FORM
IDD Division

(Complete ALL sections – incomplete forms will be returned to Provider)

Company Name: ________________________________
Mailing Address: ________________________________
City/State/Zip: ________________________________

E-Mail Address: ________________________________
Telephone: __________________ Fax: ______________
24 hour Emergency Number: ______________

Contact Person: ________________________________
Title: ________________________________
Telephone: __________________ Fax: ______________
Cell Phone: __________________ Pager: ______________

Current Licensure (check all that apply & attach current copy of all licenses):

1. Licensed as a Psychologist in accordance with Texas Occupations Code, Chapter 501;
2. Licensed as a Psychological associate in accordance with Texas Occupations Code, Chapter 501;
3. Certified as a Behavioral Analyst by the Behavior Analyst Certification Board, Inc.;
4. Provisionally licensed to practice psychology in accordance with Texas Occupations Code, Chapter 501
5. A TDMHMR/DADS/HHSC-certified authorized provider in accordance with 40 TAC §5.161;
6. Licensed as a Licensed Clinical Social Worker in accordance with Texas occupations Code, Chapter 505; or
7. Licensed as a Licensed Professional Counselor in accordance with Texas Occupations Code, Chapter 503.

11/22/2019
Services to be provided by Contractor:

1. Accessing and Analyzing Assessment findings so that an appropriate behavior support plan may be designed;
2. Developing an Individual Plan of Services and Supports;
3. Providing face to face contact with an Individual to provide specific services and interventions;
4. Training of direct service providers;
5. Consulting with family members or other providers and, as appropriate, the Individual;
6. Monitoring and evaluating the success of the Behavioral Support Plan and modifying the plan at a minimum frequency of 90 days; and
7. Participate in service planning team meetings.

Service Site Addresses:

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ATTACHMENTS:

θ Copy of current Department of Labor Certificate to permit payment of employees below minimum wage, if applicable.

θ Other: ________________________________________________

θ Other: ________________________________________________

θ Other: ________________________________________________

11/22/2019
SERVICE DESCRIPTION FORM

(Complete one form for EACH type of service you will be providing)

Contract Provider: ____________________________________________________________

Service To Be Provided:

☐ Behavioral Support Services

DESCRIPTION OF CURRENT SERVICES:

a. What is your philosophy of service delivery?

b. How many people are currently receiving this service from your program?

c. How many people can your program accommodate?

d. Additional information about your program:

DESCRIPTION OF RESOURCES:

a. What is your annual budget for this service?

b. What are the sources of these funds?

c. How many FTE staff do you have providing this service?

d. How much space (in square feet) is allocated per individual receiving this service?

BEHAVIOR MANAGEMENT:

a. What behavior management procedures are used prior to implementing a behavior plan?

b. How are behavior plans developed by? By whom?

11/22/2019
c. What process is used to review behavior plans prior to implementation and assure that rights are not restricted, or that the committee approves restrictions? **Committee must be approved by The Harris Center’s Compliance Department.**

**VALUE ADDED SERVICES:** These services are not required, but will be considered as additional benefits that may enhance services offered by your program. The Harris Center will not pay for these enhanced services.

a. What specialist, (OT/PT; Speech/Language) are available for consultation/services?

b. Other Value Added Services:

Form Completed by: _____________________________________________________________

Print Name/Title: ______________________________________________________________

Date: ______________________________________________________________________
THIS AGREEMENT ("Agreement") is entered into and made effective on {---Effective Date---} by and between The Harris Center for Mental Health and IDD, (formerly known as MHMRA of Harris County) (the "Agency" or "The HARRIS CENTER") a Community Center and an Agency of the State of Texas, with offices at 9401 Southwest Freeway, Houston, Texas 77074, under the provisions of Chapter 534 of the Texas Health and Safety Code Ann. (Vernon 1992), as amended, and {---Company Name---} ("Contractor"), with offices at {---Street1---}, {---City---}, {---State/Province---} {---Postal Code---}, for the purpose of providing specialized services currently not available to the Agency through its present staff of employees.

I. RECITALS

WHEREAS, Agency is the state designated Local Mental Health Authority or Community Center established to provide, arrange for, and coordinate Mental Health and Intellectual Developmental Disabilities ("IDD") services for the residents of Harris County, Texas; and

WHEREAS, the Agency is committed to providing services that are customer friendly and consumer focused;

WHEREAS, Contractor desires to contract with Agency to provide Behavioral Support Services;

WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be delivered therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

II. PERSONNEL

The Agency staff member authorized to approve billing is Margo Childs, Program Director of IDD Services as appropriate. The Agency staff member responsible for overseeing this Agreement is Robert Stakem, Vice President of IDD Services.

III. INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

INDEPENDENT CONTRACTOR. The relationship between the Agency and Contractor shall be that of an Independent Contractor. It is agreed that Contractor and Contractor’s personnel will not be considered an employee, agent, partner, joint venturer, ostensible or apparent agent, servant or borrowed servant of the Agency.
Contract ID No. ______

Contractor understands and agrees that Agency:

i) Will not withhold on behalf of Contractor any sums for income tax, unemployment insurance, social security, or any other withholding;
ii) Will not give to Contractor any of the benefits given to employees of Agency.

IV. OBLIGATIONS OF CONTRACTOR

1. SERVICES. The {---Service---} services to be provided by Contractor and the locations where such services shall be delivered, rendered or given by Contractor are set forth in Exhibit “A” as attached hereto and incorporated herein as if fully set out. Any work schedule may be altered, after due notice has been given, by either party when necessary. Services furnished to each Consumer shall be provided in accordance with Consumer’s Plan of Care (“POC”).
   (a) The POC shall set forth the needs of the recipient of services being served pursuant to this Agreement in a manner consistent with Texas Health and Human Services Commission (“HHSC”) standards.
   (b) Consumers to be served by Contractor shall be designated by the Agency after reasonable advance notice to the Contractor. The Agency will not pay for services provided before authorization to begin services has been given by appropriate Agency staff.

2. QUALIFICATIONS. Contractor will comply with relevant HHSC rules and community standards, certifications, accreditations, and licenses and any other professional and educational qualifications.

3. AGENCY APPROVAL OF CONTRACTOR PERSONNEL. Contractor agrees not to subcontract any services until approval of such subcontractor is obtained from the Agency. Any subcontractor or employees of Contractor are the direct responsibility of Contractor.

4. REPRESENTATIONS
   (a) Contractor represents and warrants that it is not currently an employee of the Agency.
   (b) Contractor agrees that it shall comply with all applicable federal and state laws, rules and regulations including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act Of 1973, the Americans with Disabilities Act of 1990 (ADA) and the Age Discrimination in Employment Act of 1967.
   (c) Contractor agrees that it shall comply with the HHSC Community Services Standards Mental Health and IDD Services as specified by the Agency Program Compliance Department, all applicable policies of the Agency, and all applicable local, state, and federal laws and regulations now in effect and that become effective during the term of this Agreement. A copy of the HHSC Community Services Standards Mental Health and IDD Services will be provided by the Agency. The Contractor agrees to allow the Program Compliance Department of the Agency to monitor the Contractor's programs on an annual or as needed basis. The Contractor understands that
compliance with the HHSC Community Services Standards Mental Health and IDD Services and the Agency’s Program Compliance Initiative is required for maintaining a contractual relationship with the Agency.

(d) Contractor represents to having ability, skills and resources to provide services in accordance with the terms and requirements of this Agreement.

5. TELEMEDICINE AND TELEHEALTH MEDICAL SERVICES

If Contractor provides Telemedicine or Telehealth medical services, Contractor shall ensure that the services are implemented in accordance with written policy and procedures as approved by the Agency’s Medical Director that includes but is not limited to the following requirements:

   (a) Clinical oversight by Contractor’s Chief Medical Officer or designated physician responsible for medical leadership;
   (b) Contraindication considerations for telemedicine use;
   (c) Priority in scheduling the system for clinical care of Consumers;
   (d) Quality oversight and monitoring of satisfaction of the Consumers served; and
   (e) Management of information and documentation for services that ensures timely access to accurate information between the two sites.

6. TRAINING. Contractor agrees to obtain and maintain training as required by the Education and Development Department and as approved by the Agency. A current list of training requirements may be obtained from the Education and Development Department Director. Proof of all required training shall be submitted to the Education and Development Department within thirty (30) calendar days of contract start date. Required training may be obtained from the Agency; however, Contractor shall not bill Agency. Failure to obtain and/or keep current required training will be deemed non-compliance and may be considered grounds for termination of this Agreement.

7. IMMIGRATION REFORM AND CONTROL ACT. Contractor agrees to maintain appropriate identification and employment eligibility documents and complete a W-9 form to meet requirements of the Immigration Reform and Control Act of 1986.

8. REQUIRED REPORTING REGARDING LICENSURE. Contractor shall report to Agency any allegation that a professional licensed or certified by the State of Texas and employed by the Contractor has committed an action that constitutes grounds for the denial or revocation of the certification or license. Contractor will further report to Agency if any professional has had his/her professional license revoked. If Contractor’s employee has such a denial or revocation, and Contractor fails to remove such employee, then this Agreement may be terminated without prior notice.

9. REPORTS OF ABUSE AND NEGLECT
   (a) Contractor must report any allegation of abuse, neglect, or exploitation of persons served under this Agreement in accordance applicable law, including federal and state laws, HHSC rules,
rules of the Texas Department of Protective and Regulatory Services, and rules of the Texas Department of Health, and Agency policies and procedures.
(b) Contractor agrees that Agency will be notified within twenty-four (24) hours of any significant incident which involves a consumer or consumers served under the Agreement with Agency. Examples of significant incidents include but are not limited to:

1. Death of a consumer,
2. Intentional injury inflicted on a consumer by another consumer,
3. Accidental injuries requiring medical care,
4. Elopement,
5. Missing person,
6. Any event that may put a consumer in a position different than the everyday routine such as: fire, flood, tornado, hurricane, bomb threat, loss of heating or air conditioning during extreme weather, or other incident of sufficient severity to require moving consumers from or evacuating a facility,
7. Any armed robbery, attempted armed robbery, or theft of any medication, or the diversion of controlled drugs by staff or consumer, shall also be reported to the local law enforcement agency,
8. Unusual occurrences while on outings or group trips including but not limited to near drowning or being detained/arrested/jailed by police,
9. Allegations of physical, verbal, and/or sexual abuse of an individual. Allegations of physical, verbal, and/or sexual abuse shall also be reported to the local law enforcement agency. Visible injury does not have to occur for there to be abuse. Examples of abuse include but are not limited to: hitting, kicking, biting, subjecting someone to very hot or very cold water, unauthorized or illegal use of restraints, pushing, shoving, shouting, verbal threats, use of profane language, or involuntary sexual acts.
(c) Contractor shall report any incident in writing to the Agency staff person named as responsible for monitoring the contract.

10. REQUIRED INFORMATION FOR CRIMINAL CONVICTION CHECKS
(a) Contractor shall provide to the Agency proof that criminal history record checks have been conducted on Contractor/subcontractor's applicants or employees, whose duties place them in direct contact with clients, pursuant to Texas Health and Safety Code, Section 533.007 and Chapter 250, the Texas Government Code, Section 411.115, and Chapter 414, Subchapter K of the Texas Administrative Code (relating to Criminal History Clearance of Applicants for Employment); and
(b) That if an applicant or employee of the Contractor/subcontractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of the Texas Administrative Code (relating to Criminal History Clearance of Applicants for Employment), then the Contractor/subcontractor will take appropriate action with respect to the applicant or employee, including terminating or removing the employee from direct contact with persons with a mental disability served by the Contractor/subcontractor; and
(c) If Contractor's employee has such a conviction, and Contractor fails to remove such employee, then this contract may be terminated without prior notice.
(d) Contractor shall provide the Agency a letter of assurance thirty (30) days prior to any renewal year that an annual criminal background check (such as the Texas DPS criminal check) has been conducted on any contractor/subcontractor’s employees who have direct contact with consumers. Failure to provide requested information may result in suspension of contract services.

11. CONTRACTOR'S GOVERNING BODY. Contractor agrees to provide Agency with a list of the members of Contractor's governing body, if applicable.

12. INVOICE REQUIREMENTS
Invoices or claim forms for payment must be submitted by the fifth (5th) calendar day of the month following the month in which the services were rendered. All invoices or claim forms must be received no later than thirty (30) calendar days after the end of the month in which services were rendered. Invoices or claim forms that are received later than thirty (30) days after the end of the month in which the services were rendered will not be paid. Submit invoices or claims in the following manner:

(a) Invoice(s) must be submitted in DUPLICATE;
(b) Invoice(s) must include a purchase order number. The PO number will be forwarded to Contractor upon full execution of the contract.
(c) Send original invoice(s) to the Agency staff member authorized to approve billing.
(d) Mark the second copy as DUPLICATE and send to Accounts Payable at the following address or by facsimile:

The HARRIS CENTER for Mental Health and IDD
P.O. BOX 25381
Houston, Texas 77265
Attention: Accounts Payable
Fax (713) 970-7681

13. CONTRACTUAL ABEYANCE OR BAR AND DISCLOSURE
Contractor certifies that the Contractor and all Subcontractors are not held in abeyance or barred from an award of federal or state contracts at the time of executing this Agreement. Contractor must notify Agency if Contractor is now or later held in abeyance or barred from an award of a federal or state contract during the term of this Agreement.

V. RECORDS, CONFIDENTIALITY AND ACCESS

1. DISCLOSURE UNDER THE PUBLIC INFORMATION ACT

The HARRIS CENTER is an Agency of the State and a unit of government and is subject to the Texas Open Record Act, Chapter 552 of the Texas Government Code. The Agency operating under the
Public Information Act is required upon written request to release information regarding Contractor which may include Contractor information or other documents. Information deemed confidential and proprietary by Contractor must be clearly indicated as such and may still be subject to disclosure depending on a ruling from the Texas Attorney General’s Office. Contractor shall be solely responsible for the contesting or defending the release of any information it deems to be proprietary and hereby releases the Agency from any duty, responsibility, or liability with regard to the release of any information delivered to the Agency by Contractor.

2. RECEIPTS AND RECORDS
Contractor must retain all financial records, supporting documents, statistical records, and any documents pertinent to the Agreement until seven (7) years after termination of this contract or until any audits, in progress at the end of the seven (7) year period, are complete, whichever is later. Contractor agrees to provide the Agency, upon request, with original receipts for the purchase of all goods and services involving the use of Agency funds as well as any other financial and/or supporting documents or statistical records.

3. CONFIDENTIALITY OF RECORDS OF INDIVIDUALS SERVED BY THIS AGREEMENT
Contractor agrees to comply with all applicable State Confidentiality laws, Health Insurance Portability and Accountability Act regulations including the Business Associate Attachment (Exhibit) if applicable to services provided, incorporated by reference to this Agreement.

In accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Security and Privacy Rule (45 CFR Parts 160 and 164) and HITECH ACT, Public Law 111,005, and Substance Abuse 42 CRF Part II as outlined below:

(a) Contractor agrees and acknowledges that in receiving, storing, processing, or otherwise dealing with client information, if any, accessed or generated during services as a Contractor for the Agency that Contractor and its officers, employees, agents and subcontractors are bound by the provisions of laws, statutes, and regulations protecting the confidentiality of this information.

(b) Contractor agrees and acknowledges that in receiving, storing, processing or otherwise dealing with information, if any, pertaining to or about a person with respect to alcohol or drug abuse, Contractor and its officers, employees and agents are bound by the provisions of 42 C.F.R. Part 2.

(c) Contractor agrees to follow, undertake, or institute appropriate procedures of safeguarding client information, if any, with particular reference to client identifying information or protected health information. The term “client identifying information” and/or “protected health information” includes, but is not limited to, a client’s medical record, graphs, or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc., and any acknowledgment that a person is or has received services at the facility, center, or other designated Contractor.

(d) Contractor agrees to resist in judicial proceedings any efforts to obtain access to information pertaining to clients except as expressly stated in applicable laws, rules
and regulations. Contractor agrees to inform the Agency of any attempts to gain access to information pertaining to clients.

(e) Contractor agrees to report to Agency any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware. As well as to mitigate, to the extent practicable, any harmful effect that it is aware of that results from a use or disclosure of protected health information by it in violation of the requirements of this Agreement.

(f) Contractor agrees to make available to the Secretary of State or its designee its internal practices, books, and records and policies and procedures or those of Agency used by Contractor related to the use and disclosure of protected health information for the purpose of determining Contractor's compliance with the Privacy Rule.

(g) Contractor agrees to maintain documentation of and information related to its uses and disclosures of protected health information to permit Agency to provide an accounting of disclosures as prescribed by 45 CFR §164.528.

(h) Contractor acknowledges that Agency is not permitted to enter into any agreement with a Contractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of Agency without requiring that Contractor to first execute the Subcontractor Agreement Form (Exhibit __), which ensures that the Contractor (Subcontractor) will comply with the identical terms, conditions, safeguards and restrictions as contained in the Data Use Agreement for PHI executed between the Agency and HHSC. A copy of the executed DUA is available upon request.

4. CONTRACTOR MONITORING AND ACCESS. Contractor agrees, pursuant to Texas Health and Safety Code, Section 534.061(a) that the Agency and its representatives, including independent financial auditors, shall have unrestricted access to all facilities, service providers, records, data, and other information under the control of the contracting entity or its Contractors/subcontractors as necessary to enable the HHSC or the Agency to audit, monitor, and review all financial or programmatic activities and services associated with this Agreement.

5. STATE AUDIT
In compliance with Section 2262.154, Texas Government Code, as amended by House Bill 905 of the 79th Regular Session of the Texas Legislature, effective on June 18, 2005, and hereinafter amended; the Agency and the Contractor do hereby agree that:
(a) The Comptroller’s office may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract;
(b) Acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and
(c) Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the state auditor with access to any information the state auditor considers relevant to the audit or investigation.
6. ACCESS TO BOOKS AND RECORDS OF SUBCONTRACTOR FOR MEDICARE OR MEDICAID
If it shall be determined or asserted that this Agreement is a contract between a provider and a subcontractor within the meaning of 42 C.F.R. 420.300-420.304, as amended, or any rules, regulations, or judicial or administrative interpretations or decisions promulgated or made pursuant thereto, then Contractor hereby agrees that:
(a) Until the expiration of four (4) years after furnishing of any service pursuant to this Agreement, Contractor shall provide, upon written request by the Secretary of the Department of Health and Human Services (the "Secretary"), the Comptroller General of the States (the "Comptroller General"), or any of their duly authorized representatives, this Agreement, and books, documents and records that are necessary to certify the nature and extent of any costs incurred by the Agency with respect to this Agreement, and the services provided pursuant hereto; and
(b) If Contractor subcontracts any part of this contract that has a value or cost of $10,000 or more over a (12) month period, the subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization or individual shall make available, upon written request by the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract, and such books, documents, and records of such organization or individual that are necessary to verify the nature and extent of the costs incurred with respect to such subcontract and the services provided pursuant thereto.

VI. INDEMNIFICATION
Contractor hereby agrees to indemnify and hold harmless the Agency and all of its Directors, Officers, Employees and Agents from all suits, actions, claims or cost of any character, type or description brought or made on account of any injuries, death or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by any acts or negligence of Contractor or Contractor’s personnel, if any, or its agents or employees whether occurring during the performance of the services hereunder or in the execution of the performance of any of its duties pursuant to this Agreement.

VII. OBLIGATIONS OF THE AGENCY
1. PAYMENT
(a) In consideration of the obligations undertaken by Contractor, the Agency agrees to pay Contractor in accordance with the fee schedule attached as Exhibit A in a pooled amount not to exceed Seventy-Five Thousand Dollars and 00/100 ($75,000.00) for the Agency fiscal year 2020.

(b) Payment amount will be based on a monthly invoice, which shall reflect a detailed description of services provided by the Contractor and as approved by the Agency employee authorized to approve billing(s) as set forth above. Payment shall be made thirty (30) days after receipt of goods, services, or invoice, whichever is latest. Payment may be delayed, adjusted or
withheld, where a deficiency is noted in goods, services, or invoices received. The HARRIS CENTER retains the right to offset payments for prior invoices that were paid and later found to be deficient in any manner.

(c) This Agreement is at all times contingent upon the approval of the Agency’s Board of Directors availability and receipt of state or federal funds. If funds for this Agreement become unavailable during the contract term, this Agreement may be immediately terminated or reduced at the discretion of the Agency.

2. FRANCHISE TAX. If Contractor is a corporation and is at the time of contracting or later becomes delinquent in the payment of its Texas franchise tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is remedied.

3. CONTRACT RATE CHANGE. If Contractor’s contracted rates change during the period of the Agreement, the Contractor will be notified in writing and the Agreement will be amended to reflect such changes.

4. OVERPAYMENT. IN THE EVENT CONTRACTOR RECEIVES OVERPAYMENT FOR SERVICES PROVIDED. CONTRACTOR AND AGENCY AUTHORITY MUTUALLY AGREE THAT SUCH IDENTIFIED OVERPAYMENT WILL BE DEDUCTED IN TOTAL FROM THE NEXT MONTH’S REIMBURSEMENT UNLESS OTHERWISE AGREED UPON IN WRITING BY THE AGENCY.

5. No Guarantee of Utilization - In the event this Agreement identifies a “Pooled Not-to-Exceed amount for community services, be advised that this amount represents an aggregate not-to-exceed limit that applies to all service providers included in the pool. CONTRACTORS ARE NOT GUARANTEED ANY MINIMUM AMOUNT UNDER THIS CONTRACT. Consumers shall freely choose Provider without influence by the Local Authority staff or representative or any contractor that provides services under contract with the Local Authority.

VIII. INSURANCE

(1) POLICIES, COVERAGEs, AND ENDORSEMENTS

Contractor agrees to maintain, or to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of its personnel, the following insurance policies, with specified coverage and limits, as required by the Agency at the time of executing the Agreement, to protect and insure the Agency and Contractor against any claim for damages arising in connection with Contractor’s responsibilities or the responsibilities of Contractor’s personnel under this Agreement and all extensions and amendments thereto.

The limits represent the minimum required coverage limits for this type of contract but if either party later determines that an increase in coverage is required, the parties agree to provide written notice to the other party to request a revised Certificate of Insurance.
(a) Commercial General Liability

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

(b) Professional Liability

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

(c) Business Automobile if transporting our consumers.

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limit Bodily Injury and Property Damage</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

(d) Workers' Compensation & Employers' Liability if applicable

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical &amp; Indemity</td>
<td>Statutory Requirements</td>
</tr>
<tr>
<td>Bodily Injury by Accident</td>
<td>$500,000 Each Accident</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$500,000 Each Employee</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$500,000 Policy Limit</td>
</tr>
</tbody>
</table>

(2) **INSURED PARTIES**

All policies excluding professional liability, employer’s liability and worker’s compensation shall contain a provision naming the Agency as Additional Insured on the original policy and all renewals or replacements during the term of this Agreement.

(3) **SUBROGATION**

All policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Agency, its officers, agents or employees.

(4) **PRIMARY AND NON-CONTRIBUTORY WORDING**

All policies will provide the Primary and Non-Contributory Wording. This wording will be included on the Certificate of Liability Insurance.
(5) PROOF OF INSURANCE

The policies, coverage and endorsements required by this provision shall be shown on a Certificate of Insurance on which the Agency must be listed as an Additional Insured party (excluding professional liability or employer’s liability) and the Certificate Holder and which should be furnished to the Agency prior to the commencement of this Agreement. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The Agency may withhold payments under the terms of this Agreement until the Contractor furnishes the Agency copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.

(6) CANCELLATION

New Certificates of Insurance shall be furnished to the Agency at the renewal date of all policies named on these Certificates. Contractor shall give the Agency thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.

IX. NOTICES

Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Agency or Contractor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Agency: With a copy to:
Chief Executive Officer Director of Contracts, Contracts Dept.
The HARRIS CENTER for MH and IDD The HARRIS CENTER for MH and IDD
PO Box 25381 PO Box 25381
Houston, Texas 77265-5381 Houston, Texas 77265-5381

If to Contractor:

{---Contact Name---}/Title
{---Company Name---}
{---Street1---}
Suite _____
{---City---}, {---State/Province---} {---Postal Code---}
X. TERM AND TERMINATION

(1) **TERM.** This Agreement is made effective from {---Effective Date---} until August 31, 2020, the end of the Agency fiscal year. In the event the Agency and Contractor are still negotiating, preparing, and/or reviewing the services or Contractor for renewal on the August 31, 2020 termination date, this Agreement shall automatically extend for ninety (90) days or until such time as a renewal agreement is approved by the Agency’s Board of Directors whichever comes first.

(2) **IMMEDIATE TERMINATION.** Agency may terminate this Agreement immediately if:
Agency does not receive the funding to pay for designated services under this Agreement from the Texas Legislature;
(a) Agency has cause to believe that termination of the Agreement is in the best interests of the health and safety of the mentally disabled persons served under this Agreement, if applicable;
(b) Contractor has become ineligible to receive Agency funds;
(c) Contractor has its Texas license or certification suspended or revoked; if applicable
(d) In the case of the Contractor providing direct services to clients, failure to disclose a criminal conviction;
(e) If the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements.
(f) If the Contractor is noncompliant pursuant to Access, Program Standards, Insurance and/or Financial requirements of this Agreement.

(3) **TERMINATION UPON DEFAULT.** Either party may terminate this Agreement after sixty (60) days written notice if the other party is in default of any of the provisions herein and/or any of the provisions in the bid forms or specifications, which are attached hereto and incorporated herein by reference as if set out in full. Such termination shall be ineffective if within said sixty (60) day period Contractor cures such default to the satisfaction of the Agency. The Agency at its sole discretion may extend the period to cure the default for a reasonable time if the Agency determines that the Contractor has initiated action to cure the default within the sixty (60) day period. The Agency reserves the right to suspend services provided by the Contractor and payment for services not authorized during the sixty (60) day cure period, if at the Agency’s sole discretion it is determined that suspension is in the best interest of the Agency and/or its consumers.

(4) **TERMINATION WITHOUT CAUSE.** This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.

(5) **TERMINATION BY MUTUAL CONSENT.** This Agreement may be terminated by the mutual consent of both parties after thirty (30) days written notice to the other party.

(6) **TERMINATION DUE TO BREACH OF CONFIDENTIALITY STATE AND FEDERAL RULES AND LAWS.** The Agency shall have the right to terminate this Agreement in the event that it becomes aware of any breach by Contractor of the Agency’s Privacy Policy, Procedures, and/or Practices or
becomes aware that Contractor has violated a state and federal confidentiality regulations and laws.

(7) **RENEWAL OPTIONS.** The Agency at its *option* may renew the Agreement for up to four (4) one-year renewal options at rate fees specified in Exhibit A attached herein and incorporated by reference as if fully set out. Any subsequent term will begin September 1 and end August 31 of each successive year unless terminated as stated herein; subject to annual appropriation.

### XI. MISCELLANEOUS PROVISIONS

(a) **NONDISCRIMINATION.** Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act of 1990 and the Civil Rights Act of 1991 and all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.

(b) **AIDS/HIV WORKPLACE GUIDELINES.** Contractor shall adopt and implement AIDS/HIV workplace guidelines similar to those adopted by HHSC, and AIDS/HIV confidentiality guidelines consistent with state and federal laws.

(c) **CHILD SUPPORT.** Contractor shall certify that contractor or offeror is not more than thirty (30) days delinquent in child support payments and eligible to receive payments from state funds as required by the Texas Family Code Section 231.006. This provision also applies to a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest in at least 25%.

(d) **BUSINESS ETHICS.** During the course of pursuing contracts, and the course of contract performance, Agency will maintain business ethics standards aimed at avoiding real or apparent impropriety, abuse, fraud, waste, or conflicts of interest. No substantial gifts, entertainment, payments, loans or other considerations beyond that which would be collectively categorized as incidental shall be made to any employees or officials of Contractor by Agency employees, directors, officers and agents. At any time Contractor believes there may have been a violation of this obligation or any business ethics standard, Contractor shall notify the Agency of the possible violation.

(e) **CERTIFICATION OF NON-VIOLATION.** Under Texas Government Code §2261.053, Contractor certifies that Contractor has not been convicted of violating federal law in connection with contracts relating to relief, recovery, or reconstruction as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005.
(f) CERTIFICATE/DISCLOSURE OF INTERESTED PARTIES. Effective as of January 1, 2016, as hereinafter modified pursuant to Texas Government Code §2252.908, a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. This applies to any Agency contract with a “Not to Exceed” value of $50,000 or more. Interested party means a person who has a controlling interest in a business entity with whom the Agency contracts with or who actively participates in facilitating the contract, or negotiating the terms of the contract, including a broker, intermediary, advisor, or attorney for the business entity. This provision does not apply to an institution of higher education. For more information see https://www.ethics.state.tx.us/whatsnew/elf_info_form_1295.htm.

(g) LOBBYING AND POLITICAL ACTIVITY. Contractor shall not use funds received under this Agreement to pay any person for influence or attempting to influence an officer or employee or any agency, federal or state, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification of any contract or grant.

(h) REMEDIES. All rights, powers, and remedies granted either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers, or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise, and all such rights, powers, and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power, or remedy shall impair such right, power, or remedy or be construed to be a waiver of any breach or default or an acquiescence therein. A waiver by either party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.

(i) AMENDMENT. Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Agency and Contractor.

(j) SEVERABILITY. The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term (s) or provision (s).

(k) DISPUTE RESOLUTION. In the event a dispute arises between the parties involving the provisions or interpretation of any term or condition of the Agreement, and if both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a mutually agreeable dispute resolution process in accordance with Tex. Gov’t. Code Ann. §2260.004.
(l) **EXHIBITS.** All Exhibits attached hereto are incorporated herein by reference as if fully set out.

(m) **ELECTRONIC OR FACSIMILE SIGNATURES AND DUPLICATE ORIGINALS.** Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

(n) **GOVERNING LAW AND VENUE.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Harris County, Texas.

(o) **ENTIRE AGREEMENT.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.
THE CONTRACTOR WARRANTS AND ASSURES THE HARRIS CENTER THAT IT POSSESSES ADEQUATE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT. THE CONTRACTOR’S GOVERNING BODY, WHERE APPLICABLE HAS AUTHORIZED THE SIGNATORY OFFICIAL(S) TO ENTER INTO THIS AGREEMENT AND BIND THE CONTRACTOR AND REPRESENTATIVE ENTITY TO THE TERMS OF THIS AGREEMENT AND ANY SUBSEQUENT AMENDMENTS HERETO.

{---COMPANY NAME---}

Printed Name
Title

THE HARRIS CENTER FOR MENTAL HEALTH AND IDD

Wayne Young, MBA, LPC, FACHE
Chief Executive Officer

REVIEWED:

Silvia Tiller Esq. Director of Contracts

Robert Stakem, Vice President of Intellectual Developmental Disability Services

APPROVED AS TO FORM

Kendra Thomas, General Counsel
EXHIBIT A

CONTRACTOR: {---Company Name---}

CONTRACT ID: {---Contract ID---}

CONTRACT PERIOD: {---Effective Date---} – {---Expiration Date---} (With four (4) renewal options remaining.)

SERVICE: Behavioral Support Services

SERVICE DESCRIPTION: Contractor will provide __________________________

PERFORMANCE TARGETS: Contractor may serve individuals from the Agency’s priority population. Contractor will submit direct service log, per consumer weekly. Contractor will submit weekly claims for services utilizing IDD Clinical Services approved invoice form. All consumer related documentation (i.e. staffing minutes, behavior plans, progress notes, assessments, intake documents, etc.) will be made available to Agency staff. Contractor will maintain compliance with all HHSC OR SUCCESSOR AGENCY service standards including data verification requirements.

RECOUPEMENT: Pursuant to the FY2020 Performance Contract, HHSC OR SUCCESSOR AGENCY may impose penalties or sanctions against Local Authorities failing to perform any Contract requirement, which may include requiring Local Authorities to pay a penalty for failing to submit accurate information as required under this Contract. One or more sanctions may be required either in addition to or in lieu of a penalty. The Agency reserves the right to recoup funds from providers whose submissions result in penalties and/or sanctions. For data documentation and invoices submitted late, the Agency shall apply a penalty fee of 25% reduction rate to the total payment due for the week of services being provided.

RATE AND DESCRIPTION: $65.00/hr

Pooled Not to Exceed Amount: $75,000.00

UNIT(S) INVOLVED: 3648 – 543028
PAYMENT DOCUMENTATION: Data submission for services rendered per consumer due weekly via Direct Services Log. The invoice claim is due by the 5th day of the following month. An IDD Clinical Services Approval Form must accompany all requests for payments. Along with the invoice, Contractor will also submit a Progress Note per consumer.
EXHIBIT B

PRINCIPLES AND PRACTICES OF CONTRACTING WITH THE IDD DIVISION

Introduction
The IDD Division of The Harris Center for Mental Health and IDD (“Agency”) receives reimbursement for a variety of services provided to eligible persons residing in Harris County. To be eligible for services, a person must:

1. Have a diagnosis of Intellectual Disability, Autism, or a Pervasive Developmental Disorder that dates before the age of 18.
2. Be a current resident of Harris County.
3. Must complete a Determination of Intellectual Disability Assessment (DID) through The HARRIS CENTER to verify eligibility.

Within the limits of funding and other contract requirements, individuals choose which services they receive from the Agency and its Contract Providers. The underlying goal of all programs operated, or funded, by the Agency is to assist persons with intellectual disability or developmental delays to develop the skills and access the community supports and resources necessary to learn, work, and live with dignity as contributing members of the community. The IDD Division will not fund services which segregate individuals from their community, or do not work toward integrating these individuals into the community.

General Contract Information

The IDD Division of the Agency is the provider of last resort for individuals needing IDD services. This means that The Harris Center will contract for those services for which there are appropriate private sector program providers. The Harris Center will operate programs in those service areas where there are no providers, or where the number of providers offering a particular service is inadequate to meet the workload metrics of its contract with other sources. The Harris Center will also maintain programs in those areas where there is a need for a “safety net”. At this time, The Harris Center contracts with the private sector for services under the following CARE codes:

RO55 – Behavioral Support Services
RO21 - Community Support

The IDD Division maintains an open enrollment process for all contract providers and places no artificial limits on the number of providers within the Provider Network. Because of this, there are several facts that contract providers should be aware of:

1. The contemplated contracts are to provide Behavioral Support Services and must be approved by the Agency’s Board of Trustees.
2. Having a valid contract with The Harris Center does not guarantee that any Provider will receive referrals for services. Referrals are based solely on individual choice of available programs.

3. The Agency utilizes the definition provided by the Health and Human Services Commission (HHSC) Service Definition Manual, IDD Services, in defining the utilization of State General Revenue funds. The Agency will only contract for services that explicitly meet these definitions. Any entity wishing to contract with the Agency should become familiar with the definitions for the services they will offer through the Agency.

**Payment/Billing Information**

The procedure for submitting an invoice for payment to the Agency is contained in the language of the contract. There are, however, several basic principles that guide the Agency’s staff when processing Contractor invoices for payment. Additionally, the following guidelines are to be adhered to:

1. The Agency requires the submission of a service log in addition to the invoice. There will be one service log per individual served.

2. The Agency will only pay for services that have been properly authorized. In the IDD Division, written authorizations are issued to document service start and end dates. Written authorization to begin services may only come through a fully executed contract.

3. The Agency will not pay for services provided for an individual before the start date of a contract. The Agency is not obligated to pay for any services rendered before a formal, written and signed contract is in place.

4. Data for authorized services will be submitted weekly. Each provider, in order to ensure that they have the best chance of receiving timely payment for services rendered, must submit its invoices to IDD Approved Agency in accordance with the timeframes set forth in their contract. Final invoices must be submitted by the 5th of each month for services rendered during the previous month.

5. The Agency will not pay for services billed to the Agency later than 30 days past the end of the month in which services were performed. For example, an invoice for services provided in March 2019 must be submitted no later than April 30, 2019, or payment will not be made for that invoice.

**Individual Choice**

The Agency uses the concept of individual choice to ensure that individuals are afforded the same choices that every member of the community has as their right. There are several areas regarding
the choices individuals have been presented with that require further explanation here. Violation of any of these principles will result in the Agency removing a provider from the list of agencies given to individuals when choosing services and service providers.

1. No solicitation of individuals (or their families) currently being served by another provider is permitted. Such behavior is considered inappropriate and unethical.

2. No action will be taken to change the services for which an individual is authorized until that individual (or their guardian) has informed the individual’s Service Coordinator that they wish to make a change in services. Providers may not initiate changes in any individual’s CARE Code or service provider. Changes may only come from the individual and be authorized by the Service Coordinator.