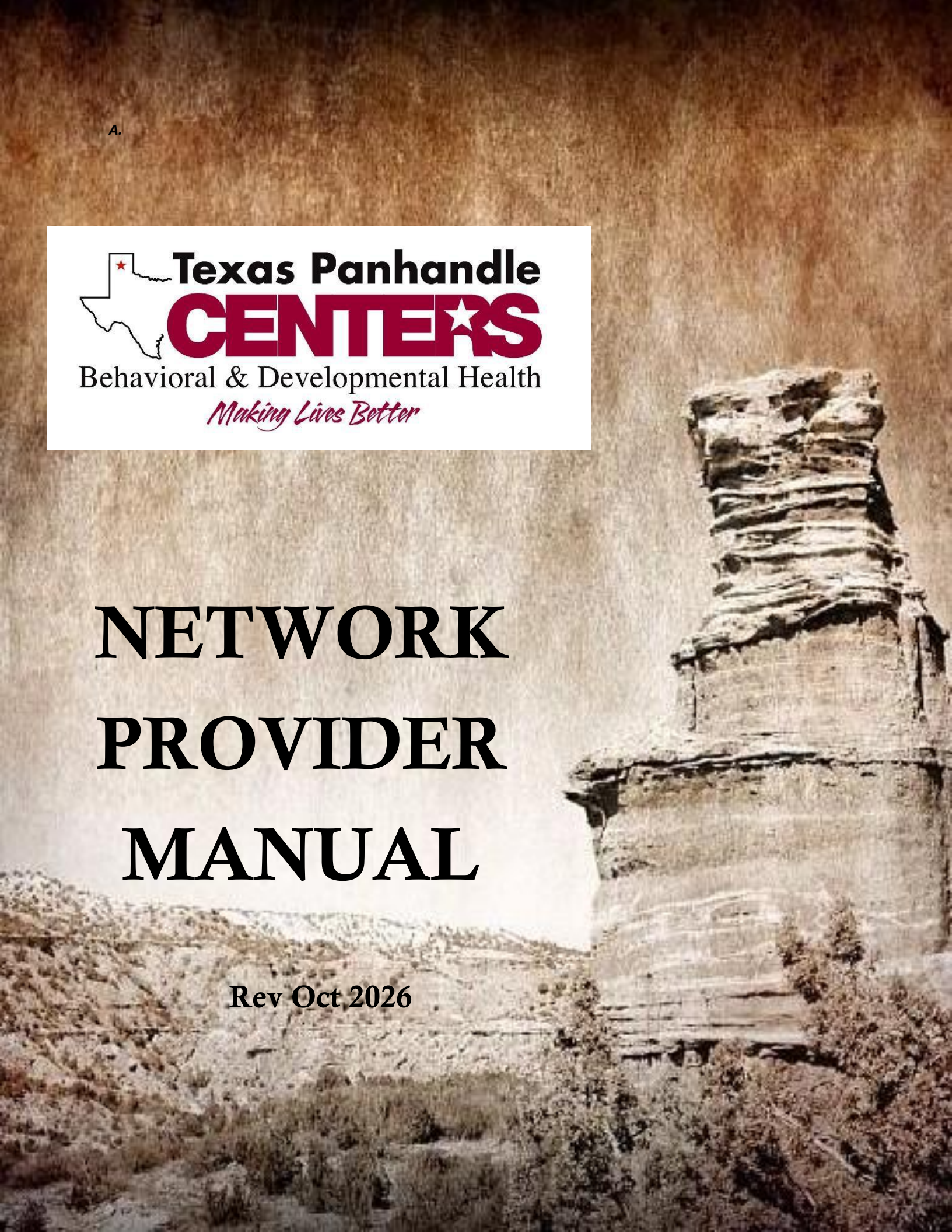
A.

Texas Panhandle CENTERS
Behavioral & Developmental Health
Making Lives Better



NETWORK PROVIDER MANUAL

Rev Oct 2026

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IMPORTANT NOTICE

This Network Provider Manual outlines the procedures and guidelines that providers must follow to participate in the Texas Panhandle Centers Behavioral and Developmental Health's (TPC) Community Professional Services Provider Network. Texas Panhandle Centers, a Certified Community Behavioral Health Clinic (CCBHC) reserves the right to interpret any term or provision in this manual and to amend it at any time to the extent that there is an inconsistency between the manual and the provider contract. TPC reserves the right to interpret inconsistencies and said interpretation shall be binding and final.

Contractor shall comply with the provisions of the services agreement, the most current standards for Community Mental Health and Mental Retardation Centers and Community Service Programs (Exhibit C of Provider Contract), all applicable policies of the Authority, and all applicable local, state, and federal laws and regulations now in effect and that become effective during the term of this agreement.

I Introduction

The Network Provider Manual is designed to provide a general introduction to Texas Panhandle Centers and to provide specific network requirements and expectations. This Manual is an effort to develop the basis for a coordinated and consistent working relationship. As the payor for and manager of the delivery of services TPC strives to establish clear expectations and reasonable guidelines for working together.

As a network provider you are a stakeholder with Texas Panhandle Centers and the individuals served as residents of the upper 21 counties of the Texas Panhandle. Due to managed care and financial constraints it is important to develop a competent and qualified provider network, credentialed to properly serve Individuals. Together we must work in a cooperative manner to provide optimal care while being fiscally responsible.

A. Strategic Direction Statements

Mission…
To respond to the behavioral and developmental health needs of individuals by creating an accessible system of care that supports individual choice and results in lives of dignity and independence.

Vision…
Texas Panhandle Centers pursues its vision of "Making Lives Better" by providing quality services, informing the community about mental illness and intellectual and developmental disabilities, celebrating the accomplishments of individuals, and promoting the general well-being of area citizens.

Values…

Individual Worth **-** We affirm that the individuals we serve share with us common human needs, rights, desires and strengths. We appreciate our cultural diversity and individual uniqueness and commit ourselves to support and enable each person's choices and preferences.

Quality **-** We commit ourselves to the pursuit of excellence in everything we do.

Integrity **-** We believe that our personal and professional integrity is the basis for public trust.

Dedication - We take pride in our commitment to public service and to the care of the people we are privileged to serve.

Innovation - We are committed to developing an environment which inspires and promotes innovation, fosters dynamic leadership and rewards creativity among our staff, volunteers, and the people we serve.

Teamwork - We believe that teamwork is essential for providing comprehensive and professional services. Teamwork relates to our clients and staff, as well as collaboration with other service agencies, family members, etc.

Accountability - We believe in being accountable to the public, our payers, and those whom we are responsible to serve. This accountability encompasses fiscal, contractual and system of care performance.

Characteristics Of A Successful Healthcare Organization

Providers in the TPC Network should understand and demonstrate all of the following characteristics:

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

B. Business Code of Conduct

Statement of Policy

Texas Panhandle Centers employees and all affiliate providers will exhibit behavior based on honesty, integrity and a sense of fairness. It is the responsibility of each employee and affiliate provider to maintain the highest standard of business ethics. This includes taking timely and responsive positive action to prevent or correct any improper or inappropriate acts. TPC Board of Trustees and Management are committed to providing avenues through which ethical issues may be raised, reviewed and resolved openly and honestly.

Ethical Standards

The business conducted by TPC will be delivered in an environment with the highest ethical, legal and professional standards. Honesty, integrity and impartiality will be demonstrated when dealing with TPC customers, providers, vendors, regulators, competitors, community and employees. The Board of Trustees, employees and affiliate providers will make every effort to avoid even the appearance of illegal, unethical or unprofessional conduct.

Conflict of Interest

Employees and affiliate providers are expected to exhibit professional loyalty to the Center. Employees and affiliate providers are expected to avoid conflicts of interest and opportunities for personal gain for themselves individually, members of their immediate families and others which may impede their best judgment.

Gifts and Favors

The following are expectations of TPC employees and affiliate providers:

1. Gifts of entertainment from vendors should be limited to common business courtesies which may include an occasional lunch or dinner or gift of limited value. Monetary gifts or any favors in attempt to gain unfair influence or advantage are never acceptable.
2. Employees and affiliate providers should not seek to gain influence or advantage of a customer, potential customer or business by providing inappropriate gifts or entertainment. Any gift should be limited in value and consistent with common business courtesies. Giving monetary gifts is never acceptable.

Outside Business and Financial Interests

The following are guidelines for employees and affiliate providers regarding interests outside of the business conducted by TPC:

3. Employees, or members of their respective families, and affiliate providers should not have substantial financial or business interest with a competitor, customer or supplier of TPC without first reviewing the nature of activity with the TPC Executive Director.
4. Each employee's employment should be his/her first business priority. Any other employment or business activity will be considered secondary and should not interfere with individual employee job performance and responsibilities.

Compliance

The following are guidelines for compliance with this Business Code of Conduct:

5. Employees and affiliate providers are committed to complying with all federal and state laws and regulations, with an emphasis on preventing fraud and abuse.
6. TPC will conduct audits and other risk evaluation to monitor compliance and assist in the reduction of identified problem areas.
7. TPC will maintain processes to:

- Detect Medicaid/Medicare or other third-party payer compliance offenses;
- Initiate corrective and preventive action;
- Report to appropriate oversight authorities, both professional and regulatory, when appropriate; and
- Address consequences for employees and affiliate providers for failure to comply with standards, policies and procedures.

Accounting and Reporting

Each employee and affiliate provider will ensure the integrity of the Center by accurately and truthfully recording all corporate information, accounting and operational data through strict adherence to established accounting and business procedures.

Corporate Resources

Each employee and affiliate provider is expected to use corporate resources economically and safeguard corporate assets at all times.

Political Activities

As good citizens, each employee and affiliate provider is encouraged to participate in the political process. TPC must, however, ensure that employee and affiliate provider political activities and contributions do not appear to represent the opinion of TPC.

Confidentiality

Each employee and affiliate provider is expected to diligently safeguard all TPC records deemed confidential including information about TPC clients and their families; internal operations; and fellow employees and affiliate providers, as described in TPC policy and federal and state law.

Client Focus

Because TPC clients are the primary focus of every activity, each employee and affiliate provider will be committed to continually improving our products, services and cost competitiveness to meet the individual needs of TPC clients.

Employee Relations

Each employee is expected to perform assigned tasks in a responsible, reliable and cooperative manner and treat each other with mutual respect, dignity and trust.

Controlled Substances

The illegal use or possession of any controlled substance is unacceptable and will not be tolerated. These acts are illegal and jeopardize the safety of employees, affiliate providers and clients; and reduces productivity, reliability and trustworthiness. Consequences, per Center policy and contract provision, will be adhered to in instances of these actions.

Reporting Misconduct

The following are obligations for reporting misconduct:

1. Each employee and affiliate provider is responsible for bringing to the attention of his/her supervisor any situation that appears to be in violation of this Business Code of Conduct.

2. Supervisors will suggest appropriate action and contact the TPC Compliance Officer or designee.

- If it is inappropriate to discuss the issue with an immediate supervisor, the employee may raise the issue directly with the TPC Compliance Officer or designee.
- If necessary, the issue may be brought to the attention of the TPC Executive Director.
- Reporting violations will remain confidential unless otherwise obliged by professional code of conduct, state or federal law. Employees and affiliate providers may, however, be required to substantiate any allegations of wrongdoing.
- No employee or affiliate provider will be punished or subjected to reprisal because he/she, in good faith, reports a violation of this Business Code of Conduct. Center policy regarding retaliation will be adhered to in all such instances.

Summary

It is the responsibility of each employee and affiliate provider to maintain the highest standards of business ethics. This includes taking positive action to prevent or correct any improper or inappropriate acts. TPC Board of Trustees and Management are committed to providing avenues through which ethical issues may be raised, reviewed and resolved openly and honestly.

IF YOU HAVE ANY QUESTIONS REGARDING THE BUSINESS CODE OF CONDUCT OR IF YOU FEEL THAT A STAFF OR CONTRACTED PROVIDER HAS COMMITTED AN ETHICAL, RIGHTS, OR COMPLIANCE VIOLATION, PLEASE CALL THE TEXAS PANHANDLE CENTERS CORPORATE COMPLIANCE OFFICER VIA ONE OF THE FOLLOWING METHODS:

PHONE: (806) 349-5647
FAX: (806) 349-5647
EMAIL: brittany.villarreal@txpan.org
US MAIL: Brittany Villarreal P.O. Box 3250, Amarillo, Texas 79116

II Quick Contact & References Guide:

Main Non-Crisis 1-800-299-3699 (Toll Free)

AREA	CONTACT NAME	PHONE NUMBER
Accounts Payable	Monica Charles	806-351-3223
Client Rights Protection	Brittany Villarreal	806-351-3400
Contracts & Credentialing	Dan Thompson	806-351-3271
Corporate Compliance & Health Insurance Portability and Accountability Act (HIPAA)	Brittany Villarreal	806-351-5647
Quality Management	Brittany Villarreal	806-351-5647
PROGRAM	**CONTACT NAME**	**PHONE NUMBER**
BH Adult Case Management and Rehabilitation	Sara Northrup	806-349-5676
BH Adult Intake, Peer Support Providers & MH Docket	Andrew McKinstry	(806) 351-3307
BH Children and Adolescents, Case Management, Counseling and Rehabilitation FAYS	Stacy Sandorskey	806-349-5603
Director of IDD Authority Services	Jennifer Hunt- Klemp	806-351-3386
Director of IDD Provider Services	Megan Rodriguez	806-351-3281
Early Childhood Intervention (ECI)	Lindsay Garza	806-351-2152
IDD Respite	Tami Savage	806-351-3396
Mobile Crisis Outreach Team (MCOT)	David Bustos	806-349-5630
Nursing	Angel Gardner	806-349-5623
TCOOMMI	Sandra Garza	806-351-3353
Texas Home Living (TxHmL) Case Management	Jennifer Heredia	806-351-3351
WEBSITE	**ADDRESS LINK**	
Health Insurance Portability and Accountability Act (HIPAA)	https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html	
Texas Administrative Code (TAC)	https://www.sos.state.tx.us/tac/index.shtml	
Texas Panhandle Centers (TPC)	https://www.texaspanhandlecenters.org/	

Claims Submission: TPC: Accounts Payable: P.O. Box 3250: Amarillo, TX 79116

III Network Participation

As a provider for Texas Panhandle Centers, you join a team of professionals dedicated to the management and delivery of medically necessary services. Our mutual goal is to ensure that individuals have timely access to the most clinically appropriate and least restrictive care possible in the most caring, sensitive and confidential manner possible.

Texas Panhandle Centers Behavioral and Developmental Health is a Certified Community Behavioral Health Clinic (CCBHC) and is a locally controlled non-profit organization that serves adults and youth with severe mental illness, substance use conditions, intellectual and developmental disabilities, and children from birth to three years of age who experience developmental delays. Texas Panhandle Centers is the Texas Health and Human Services Commission's (HHSC) designated Behavioral Health Local Authority (Authority) established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based behavioral health services for the residents of upper 21 counties of the Texas Panhandle.

The HHSC Performance Contract requires Texas Panhandle Centers to develop a network of providers to ensure choice, when appropriate, for individuals receiving services and also requires a spectrum of behavioral health services under Texas Resilience and Recovery. Texas Panhandle Centers may contract with licensed psychiatrists, professional counselors, licensed chemical dependency counselors, advanced practice registered nurses, registered nurses, social workers, qualified behavioral health professionals and other specialty clinicians and facilities. Texas Panhandle Centers believes that the key to quality care and satisfaction is a very informed, high-quality network. To accomplish this, we are required to credential Behavioral Health Care Professionals who provide direct care.

A. Credentialing/re-credentialing of individual behavioral health care professionals

A provider must be credentialed before joining the network. Thereafter, health care professionals are credentialed every two to three years. The credentialing program is a systematic process of assessing, reassessing and validating the qualifications and practice history of a health care professional against defined participation criteria.

The criteria for a specific provider type is outlined in the Professional Service Agreement and includes but may not be limited to the following:

1. Graduation from an accredited professional school applicable to the applicant's degree, discipline and licensure.
2. For physicians: completion of residency training in psychiatry and board certification.
3. For providers of peer support service: high school diploma or GED, at least one cumulative year of receiving behavioral health services for a disorder that is treated in the target population for Texas and is able to be certified as a peer support specialist within one year from contract start.
4. Malpractice insurance in amounts specified in the Network Agreement.
5. Submission of an application containing all applicable attestations, necessary documentation and signatures.
6. Current unrestricted license.
7. Absence of current debarment or suspension from state or federal programs.

Notification of status changes

Providers are required to notify Texas Panhandle Centers in writing within 14 days of any changes related to the following circumstances:

- Change in professional liability insurance.
- Change of practice location, billing location, telephone number or fax number.
- Status change of professional licensure, such as suspension, restriction, revocation, probation, termination, reprimand, inactive status or any other adverse situation.
- Change in tax ID number used for claims filing.
- Malpractice event.

Mail to:
Director of Contracts Management
Texas Panhandle Centers
P.O. Box 3250
Amarillo, Texas 79116-3250

Site visits and monitoring

Site visits may be required for monitoring purposes for certain projects. Site visits may also be required for those providers for whom we receive complaints. Results will be shared with the provider, along with any applicable requests for corrective action plans. Licensing boards will be monitored, complaints and adverse incidents will be continually monitored to track and trend the events and to determine if further investigation is needed. When action needs to be taken, the Planning and Network Advisory Committee (PNAC) will make any determination of changes in network participation status. At the time of re-credentialing, any complaints and quality-of-care concerns will be forwarded to the PNAC for consideration.

IV The Rights of Individuals Served

An Individual receiving services has the following rights:

A. Freedom of Choice:

TPC and Partners acknowledge that all clients have the freedom to choose (and/or request referral to) any provider of eligible services, and the parties will advise clients of such right, subject to any valid restriction(s) imposed by participation in a managed care plan.

B. Basic Rights for All Persons Receiving MH Services

1. Individuals have all the rights of a citizen of the State of Texas and the United States of America, including the right of habeas corpus (this means they have the right to ask the court if it is legal, based on the procedures of your court commitment, for them to be kept in the hospital), property rights, guardianship rights, family rights, religious freedom, the right to register and vote, the right to sue and be sued, the right to sign contracts, and all the rights relating to licenses, permits, privileges, and benefits under the law.
2. Individuals have the right to be presumed mentally competent unless a court has ruled otherwise.
3. Individuals have the right to be treated without discrimination due to your race, religion, sex, ethnicity, nationality, age, sexual orientation, or disability. If they believe they have been discriminated against for any of the reasons listed above, they may contact the HHSC Civil Rights Office at 1-800-458-9858.
4. Individuals have the right to be treated in a clean and humane environment in which you are protected from harm, have privacy with regard to personal needs, and are treated with respect and dignity.
5. Individuals have the right to appropriate treatment in the least restrictive, appropriate setting available that provides protection for you and the community.
6. Individuals have the right to be free from mistreatment, abuse, neglect, and exploitation. If they believe they have been abused, neglected or exploited, they should contact DFPS at 1-800-647-7418.
7. Individuals have the right to protection of their personal property from theft or loss.
8. Individuals have the right to be told in advance of all estimated charges being made, the cost of services provided, sources of the program's reimbursement, and any limitations on length of services. They should be given a detailed bill of services upon request, the name of an individual to contact for any billing questions, and information about billing arrangements and available options if insurance benefits are exhausted or denied. They may not be denied services due to an inability to pay for them.
9. Individuals have the right to fair compensation for any work performed in accordance with the Fair Labor Standards Act.
10. When individuals are admitted to an inpatient or outpatient program, they have the right to be informed of all rules and regulations related to those programs.

C. Confidentiality

It is the expectation of Texas Panhandle Centers that providers within the Network comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Rule (45 CFR Parts 160 and 164). Texas Panhandle Centers is committed to keeping all personal health information; documents disclosures and data confidential. Access to any Individual records will be exclusively limited to TPC staff and those who are under contract to perform appeal and/or reviews.

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

1. Individuals have the right to review the information contained in their medical record. If their doctor says they shouldn't see parts of your record, they have the right to have the decision reviewed. The right to review records extends to the individuals parent or conservator if they are a minor (unless they have admitted themselves to services) and to their legal guardian.
2. Individuals have the right to have their records kept private. They also have the right to be told about the conditions under which information about them can be shared without their permission. They should be aware that their records may be shared with employees of the HHSC system (state facilities and community MHMR centers) who need to see them in order to provide services to the individual. Individuals should also be aware that their status as a person receiving behavioral health services may be shared with jail personnel if you are incarcerated.
3. Individuals have the right to be informed of the use of any media devices, such as one-way vision mirrors, tape recorders, television, movies, or photographs.
4. Except in an emergency, medical and/or surgical procedures require their permission or the permission of their guardian or legal representative. They have the right to know the advantages and disadvantages of medical and surgical procedures.
5. Individuals have the right to consent or withhold consent to take medication unless a court has ordered them to take them, their guardian has consented to their administration, or there is an emergency situation in which they or someone else might be harmed due to their behavior.
6. Individuals have the right to consent or withhold consent to participate in research.
7. Individuals have the right to withdraw their permission at any time in all matters for which they have previously consented. If they do not grant consent or if they withdraw their consent for any particular treatment, it will have no effect upon their eligibility for any other care and treatment.

Individuals have the right to:

1. an individualized treatment plan. They have the right to take part in developing that plan, as well as the treatment plan for care after they leave the hospital or community program. Their parent/conservator (if they are a minor), or legal guardian, has the right to participate in the development of the treatment plan. They have the right to request that any other person that they choose take part in the development of the treatment plan. Their request should be reasonably considered and they will be informed of the reasons

for any denial. Staff must document in their medical record that the parent, guardian, conservator, or other person of their choice was contacted and invited to participate.

2. be free from unnecessary or excessive medication.
3. be told about the care, procedures, and treatment they will be given. They also have the right to be told about the risks, side effects, and benefits of all medications and treatment they will receive, including those that are unusual or experimental, the other treatments that are available, and what may happen if they refuse the treatment.
4. meet with the staff responsible for their care and to be told of their disciplines, job titles, and responsibilities. In addition, they have the right to know about any proposed change in the appointment of professional staff responsible for their care.
5. request and receive a second opinion from another professional treatment provider at their own expense. They have the right to be granted a review of their treatment plan or a specific procedure by in-house staff.
6. be told why they are being transferred to any program within or outside of the agency.
7. be notified of their right to appeal a decision by a community center to deny, terminate, or reduce services or support. If they are a Medicaid recipient, they also have the right to request a Medicaid Fair Hearing.
8. receive services that address both psychiatric and substance use disorders.
9. appeal a decision made by the Center to deny, terminate or reduce services or support, based on non-payment.

D. Client Abuse and Neglect

Client abuse, neglect, or exploitation by center providers is prohibited.

It is the policy of this Center to adhere to the Texas Administrative Rule, Chapter 414, Subchapter L, in response to suspected and alleged client abuse or neglect. Response to alleged client abuse or neglect will be in accordance with the procedures that follow, which are based on the intent of the Administrative Rule, as well as guidelines found in Texas statutes and Department of Family and Protective Service's policies.

Definitions:

Physical Abuse:

1. an act or failure to act performed knowingly, recklessly, or intentionally, including incitement to act, which caused or may have caused physical injury or death to a person served;
2. an act of inappropriate or excessive force or corporal punishment, regardless of whether the act results in a physical injury to a person served; or
3. the use of chemical or bodily restraints on a person served not in compliance with federal and state laws and regulations

Sexual Abuse:

Any sexual activity, including but not limited to:

1. kissing a person served with sexual intent;
2. hugging a person served with sexual intent;

3. stroking a person served with sexual intent;
4. fondling a person served with sexual intent;
5. engaging in:
    - sexual conduct as defined in the Texas Penal Code, §43.01; or
    - any activity that is obscene as defined in the Texas Penal Code, §43.21;
        - requesting, soliciting, or compelling a person served to engage in: sexual conduct as defined in the Texas Penal Code, §43.01; or
        - any activity that is obscene as defined in the Texas Penal Code, §43.21; in the presence of a person served:
        - engaging in or displaying any activity that is obscene, as defined in the Texas Penal Code §43.21; or
        - requesting, soliciting, or compelling another person to engage in any activity that is obscene, as defined in the Texas Penal Code §43.21;
6. committing sexual exploitation as defined against a person served;
7. committing sexual assault as defined in the Texas Penal Code §22.011, against a person served;
8. committing aggravated sexual assault as defined in the Texas Penal Code, §22.021, against a person served; and
9. causing, permitting, encouraging, engaging in, or allowing the photographing, filming, videotaping, or depicting of a person served if the employee, agent, or contractor knew or should have known that the resulting photograph, film, videotape, or depiction of the person served is obscene as defined in the Texas Penal Code, §43.21, or is pornographic.

Sexual Exploitation:

1. A pattern, practice, or scheme of conduct against a person served, which may include sexual contact, that can reasonably be construed as being for the purposes of sexual arousal or gratification or sexual abuse of any person.
2. The term does not include obtaining information about a patient's sexual history within standard accepted clinical practice.

Verbal/Emotional abuse:

Any act or use of verbal or other communication, including gestures, to:

1. curse, vilify, or degrade a person served; or
2. threaten a person served with physical or emotional harm

Neglect:

A negligent act or omission by any individual responsible for providing services to a person served, which caused or may have caused physical or emotional injury or death to a person served or which placed a person served at risk of physical or emotional injury or death. Neglect includes, but is not limited to, the failure to:

1. establish or carry out an appropriate individual program plan or treatment plan for a

person served;

2. provide adequate nutrition, clothing, or health care to a specific person served in a residential or inpatient program; or
3. provide a safe environment for a specific person served, including the failure to maintain adequate numbers of appropriately trained staff.

Exploitation:

The illegal or improper act or process of using a person served or the resources of a person served for monetary or personal benefit, profit, or gain.

To obtain a copy of the Department of Health and Human Services Consumer Rights Handbook, go to: https://www.hhs.texas.gov/contact/complaints-appeals/hhs-office-ombudsman/ombudsman-publications

V Reporting Responsibilities

A. Abuse and Neglect:

It is the obligation of each employee and contractor, who has knowledge or suspicion of, abuse or neglect, to make an immediate verbal report to the Texas Department of Family and Protective Services at 1-800-647-7418. In addition, an employee who suspects or has knowledge that an individual being served in a HHSC (DSHS) program is being abused, neglected, or exploited, shall make a written report to performance.contracts@dshs.state.tx.us within 48 hours after suspicion or learning of an incident allegedly perpetrated by an employee or contractor.

1. Suspicion or Knowledge of Abuse, Neglect, or Exploitation of a client under eighteen (18): Call 1-800-647-7418 immediately or within one hour.
2. Complete the DSHS child abuse reporting form at www.dshs.state.tx.us/childabusereporting, then contact the Client Rights Officer at 806-351-3400 for additional information.
3. Failure to make reports of abuse, neglect, or exploitation, without sufficient justification, is considered a violation of the Texas Administrative Code and make the employee or agent subject to disciplinary action and possible criminal prosecution.
4. In accordance with Texas Department of Family and Protective Services regulations, TDFPS personnel will notify the Executive Director or Quality Management staff regarding the allegation and alleged perpetrator(s). A copy of the TDFPS intake report will be faxed within one (1) business day to the Executive Director. The name of the reporter will not be released by DFPS, except when the allegation involves sexual exploitation. In accordance with Section 81 of the Texas Civil Practices and Remedies Code, when the allegation involves sexual exploitation of a client, the report's name will be released to TPC authorities. The APS investigator will also indicate to Center staff if the report is to be released to law enforcement authorities.
5. General complaints and administrative issues received, including Rights violations, will be investigated and resolved according to existing procedures in accordance with Texas Administrative Rule, Chapter 404, Subchapter E.

B. Critical Incidents:

Critical Incidents. Providers are required to fax an *Unusual Activity Report*, Exhibit A, with information regarding the occurrence of any of the following critical incidents within 24 hours to the Authority's Rights Protection Officer at (806) 351-3400.

1. Deaths
2. Suicide attempts/threats with plan
3. Serious injury
4. Allegations of abuse, neglect, or exploitation
5. Allegations of homicide/attempted homicide/threat with a plan
6. Serious medication errors -- the incorrect or wrongful administration of a medication (such as a mistake in dosage, route of administration or intended Individual), a failure to prescribe or administer the correct drug, medication omission, failure to observe the correct time for administration, or lack of awareness of adverse effects of drug combinations which place the Individual's health at risk so that immediate medical intervention or enhanced surveillance on behalf of the Individual is required.
7. Incidents of restraint or seclusion

VI Care and Treatment

A. Medical Necessity Requirements for All Services.

Medical necessity is required for all services, both Medicaid and General Revenue. A service is medically necessary if it is:

1. reasonable and necessary for the diagnosis or treatment of a behavioral health disorder or a behavioral health and substance use disorder in order to improve or maintain an individual's level of functioning;
2. in accordance with professionally recognized guidelines and standards of clinical practice in behavioral health care;
3. provided in the most appropriate and least restrictive setting in which the service can safely be delivered;
4. provided at a level that is safe and appropriate for the individual's needs and facilitates the individual's recovery; and
5. could not be omitted without adversely affecting the individual's mental or physical health or the quality of care rendered.

B. Behavioral Health Texas Resilience and Recovery (TRR)

"Hope, Resilience, and Recovery for Everyone" is the vision statement of the Mental Health and Substance Abuse Division (MHSA) of the Department of State Health Services (HHSC). This vision is aligned with the national movement to incorporate resilience and recovery-oriented services, supports, practices, and beliefs into publicly funded behavioral health service delivery systems. In September 2012, to further reflect a commitment to these principles, the name of Texas' behavioral health system was changed from Resiliency and Disease Management (RDM) to "Texas Resilience and Recovery" (TRR). MHSA acknowledges that children and youth affected by mental

illness and severe emotional disturbance (SED) are on a continuum of behavioral health and have natural supports and strengths which should be built upon to foster resilience and recovery. Through the promotion of behavioral health, early intervention, and the provision of quality behavioral health services, providers have the opportunity to support children and youth to achieve not only behavioral health but also their individual potential.

The modern framework of the new system design utilizes an intensity-based approach to service delivery. Within this model, the intensity of services responds to where the child/youth is on the continuum of behavioral health. Levels of Care (LOCs) have been designed to make services available that correspond to the intensity and complexity of the child/youth's identified needs.
An expanded array of evidence based and promising practices (EBPs) can be individualized to meet these needs and build upon the unique strengths of each child or youth. Through the use of EBPs, the services and supports provided within the CMH system will result in measurable outcomes and ultimately the resilience, recovery, and achievement of behavioral health of children/youth.

The Substance Abuse and Mental Health Services Administration (SAMSHA) defines Recovery in the following way: *A process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential.*

C. ***Refusal***

An individual's refusal of services and other forms of resistance to treatment are issues that need to be addressed from a clinical perspective. Failure to address such resistance can result in the individual's deterioration and hospitalization. Thus, it is inappropriate to terminate services or refer an individual out to other providers simply because the individual exhibits resistance to treatment. Providers are expected to exert reasonable and documented efforts toward engaging the individual in clinically appropriate services prior to transitioning the individual to a less appropriate level of care, referral, or discharge from services.

D. ***Engaging Individuals***

There are numerous techniques that can be used to engage an individual in services that are clinically appropriate to his/her needs. Examples include:

1. Basic rapport building – smiles, eye contact, body language, willingness to slow down and listen, respect for the individual, etc.
2. Staff attitude – confidence in the individual's ability to recover, confidence in their ability and their co-workers' ability to assist the individual in obtaining recovery, belief that what they are doing with the individual has value, etc.
3. Staff Availability – making the provider's interest in and concern for the individual known through repeated contacts via home visits, phone calls, and letters. Understanding the preferred methods of interaction is a person-centered approach to care.
4. Willingness to accommodate the individual – altering clinic hours to accommodate work and school hours, allowing the individual to prioritize his/her treatment needs, using the individual's own language when identifying treatment goals, etc.
5. Ensuring that every provider member who interacts with the individual knows his/her role in the engagement process - engagement begins with the very first contact, even if it is just a call to the main switchboard.

6. Educating the individual – providing explanations for why the clinically appropriate service package will be more effective, and for why recovery does not happen in a vacuum, and explanations of terms like "Evidence-Based Practices," etc.
7. Motivational Interviewing – as a tool for all staff to use starting at intake and throughout the course of service provision. (Numerous resources are available on the Web – key words "Motivational Interviewing" and "William R. Miller.")
8. Ensuring that every staff member who interacts with the individual knows his/her role in the engagement process - engagement begins with the very first contact, even if it is just a call to the main switchboard.
9. Provide services that the individual is willing to accept - an individual may refuse one or more services within a service package and be eligible to receive other services within that service package.

Regardless of which techniques the provider chooses to employ, those techniques need to be applied consistently from the very beginning. Employing engagement techniques only upon the individual's resistance to treatment is significantly less effective than incorporating engagement techniques as standard practice from the beginning and encouraging the individual to engage in other services when he/she is ready to do so.

VII Complaint Resolution and Appeals

TPC desires to ensure that its decisions are fair, objective and consistent for all individuals served and service providers. The following processes are offered to ensure that TPC responds to all inquiries in a timely manner

A. Complaints from Individuals

It is the policy of Texas Panhandle Centers that all individuals have the right to a fair and efficient process for resolving disagreements regarding their services and supports, managed or delivered by TPC or their provider network. Individuals will not be denied services and supports for arbitrary or capricious reasons but do need to meet the definitions and criteria of medical and clinical necessity as well as priority population.

All individuals are to be informed of the complaint/grievance process orally and in writing at the time of initial service and the subsequent avenues available if they are not satisfied with decisions regarding services and supports received.

1. Provider must inform Individuals that they may file a complaint with Texas Panhandle Centers specific to services delivered regarding the provider by contacting his or her designated TPC Case Manager.
2. Individuals may also call Texas Panhandle Centers' Rights Protection Officer with suspicions of rights violations, abuse, neglect or exploitation at (806) 351-3400.
3. Individuals may also call the Department of Family and Protective Services Hotline at 800-647-7418 to report allegations of abuse and neglect.

B. Complaints from Provider.

Texas Panhandle Centers desires a successful partnership with providers to best serve Individuals in need of services. Consequently, Texas Panhandle Centers encourages providers to call with concerns,

problems and complaints regarding the TPC's operations and interactions with providers.

All provider verbal or written expression of dissatisfaction with the administrative operation, claim payment practice or other complaints shall first attempt to be resolved at the departmental level. If the issue cannot be resolved, the complainant shall be referred to Contracts Management. Staff from the Contracts Management shall attempt again to resolve the issue at the department level. Should this not occur, a staff member from Contracts Management shall begin the process to reach an acceptable and timely resolution. Complaints should be directed to the Director of Contract Services and every effort will be made to address the issues involved.

C. Provider Appeals

TPC provides a mechanism by which a provider may appeal the following types of decisions:

- Disenrollment (Removed RFP process)
- Credentialing/Re-credentialing
- Contractual issues
- Claims/billing

Should a service provider desire to appeal a decision regarding any of the above-mentioned items, the provider may file a written request for review, following proper appeal instructions for that decision type. The provider should contact the Director of Contract Services to receive appeal instructions.

VIII Payment, Claims and Collection of Co-Payments/Deductibles

A. Payment

Contractor agrees to submit an invoice to the Authority's Accounts Payable department, with the invoice being passed on to the Director of **** (responsible Department Director) for review, on a monthly basis by the 5th of each month for the previous month to:

TPC
Accounts Payable
P.O. Box 3250
Amarillo, Texas 79116-3250

If the agreement is a Community Based Services Agreement where the contractor is providing services to a client, the below language is also standard.

At a minimum, the bill must include the following:

Date of service
Type of service
Start and stop time of service
Client's name
Balance due

B. Billing the Customer

1. Providers may only bill (when approved specifically by contract/agreement)
    - For applicable deductibles, co-insurance, and/or co-payments from the Customer at the time of service.
    - According to the Ability to Pay guidelines as outlined in the Texas Administrative Code Chapter 412 Subchapter C

2. Providers may not bill:
    - Non-authorized services
    - Amounts above fee schedule/per diem
    - Additional payments or co-payments

IX Utilization Management

Utilization management reviews are conducted for all levels of care with all network providers. The goal is to formally review the Customer's clinical record to ensure quality services are being provided at the most appropriate level of care, in the most clinically appropriate setting, in the least restrictive environment, by the most appropriate provider in the most cost-effective manner possible.

X Quality Improvement

The Quality Improvement program monitors and systematically evaluates the case management process as well as the care delivered by providers. The approach is clinically directed as it focuses on the appropriateness and quality of care.

The goal is to ensure that cost-effective quality care is provided to all those accessing services. The Quality Improvement program coordinates the review and evaluation of all aspects in delivering of care, Components include:

- Problem-focused studies
- Continuous monitoring of key indicators
- Medical records review
- Assessment of access and availability
- Customer satisfaction surveys
- Provider satisfaction surveys
- Accreditation Reviews

QI assessment and summary reports are made to the Corporate Compliance Committee, senior management, and providers (when appropriate) in order to identify problems, develop resolutions, and provide adequate follow-up.

Providers are required to support Texas Panhandle Centers' Quality Improvement/Management Program, be familiar with the guidelines and standards, and apply them in clinical work. Specifically, providers are expected to demonstrate:

- Adherence to all Texas Panhandle Centers' policies and procedures, including those outlined in this manual.
- Communication with the Individual's primary care physician or specialists as warranted (after obtaining a signed release).
- Adherence to treatment record standards.
- Timely response to inquiries by Texas Panhandle Centers staff.
- Cooperation with Texas Panhandle Centers complaint process.
- Adherence to continuity-of-care and transition-of-care standards when the Individual's benefits are exhausted or if provider leaves the network.
- Cooperation with on-site audits or requests for treatment records.
- Timely return of completed annual provider satisfaction surveys when requested.
- Participation in treatment plan reviews or sending in necessary requests for treatment in a timely fashion.
- Submission of claims with all requested information completed.
- Adherence to safety principles.
- Compliance with state and federal laws, including confidentiality standards.

XI Stakeholder Review

Data is to be collected and published for the stakeholders. Due to the public nature of center business, data is available to others under the Freedom of Information Act. Data is collected on agreed upon performance indicators. Some potential indicators may include customer satisfaction, utilization, and coordination performance outcomes. Data is to be examined on its face value. Provider profiles will also be considered as part of the contract selection for network provider panel. The underlying goals of stakeholder reviews are to increase competition among stakeholders, enhance overall provider performance, and resolve provider issues.

XII Provider Reviews

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

Some of the Profile Elements may include:

1. Cost of care
    - per case

- Per admission

2. Care Access Elements
   - Timeliness
   - Hours of availability
   - Related communication/notifications

3. Denials
   - Types of denials
   - Denial disposition

4. Customer diagnosis and acuity
   - Severity of illness indicators
   - Demonstrated competencies for authorization of care

5. Customer satisfaction elements
   - Complaints
   - Survey ratings

6. Documentation quality control elements
   - Timeliness of required components
   - Required data elements
   - Clinical pertinence of content

7. Other quality elements
   - Performance on key quality indicators
   - Compliance to Standards of Care
   - Outcome performance measurements

8. Volume of activity

9. Source and disposition of referrals and discharges

10. Utilization management interface
    - Adherence to policies and procedures
    - Complaints

11. Billing practices
    - Timeliness/frequency
    - Accuracy
    - Completeness

XIII Network Monitoring

The Authority is responsible for routine monitoring of this Agreement to ensure the Contractor complies with the terms of this Agreement and to ensure that outcomes are appropriately managed. This may include the following:

(a) Monitor Contractor's governing or advisory board(s) to verify the board members are trained and informed of their responsibilities and obligations under this contract; and (b) Provide training and technical assistance on board development if a board does not exist.
Upon no less than ten (10) days prior written notice by Texas Panhandle Centers, provider shall participate in an audit which may include on-site inspection of current records conducted to verify that provider is complying with TPC standards. Provider shall furnish such current administrative policies and procedures, data and/or documentation as the auditing entity may reasonably request. In the event deficits are found, Texas Panhandle Centers reserves the right to re-audit provider's site to ensure remedial efforts for improvement have been implemented. Following on-site audits, TPC will deliver to the provider a list of comments with regard to the manner in which services are being provided. Failure to provide a plan of improvement, and correction (or justification for lack of action) within a reasonable time as specified by the Texas Panhandle Centers may result in sanctions.

Network Development Services is responsible for monitoring other aspects of the provider network. This includes, but is not limited to, provider changes and updates, re-credentialing, staff competencies (documentation of training as well as the determination of current competencies), environment of care, Individual rights, geographic and specialty access, and Provider relations activities. Network Development Services is responsible for monitoring the providers' compliance to care standards and outcome performance measurements.

To keep provider network files current, the provider is responsible to provide re-credentialing and competency, accreditation, licensing, liability insurance, inspection reports, and plan of correction information within the defined timelines. When Texas Panhandle Centers receives the new information, they will update the data system and add the documentation to the provider's file. Failure to submit current copies of expired items may result in termination of payments until the current Credentialing documentation is received.

Providers can help keep files current by notifying network development of new practice affiliations, changes in address or licensure, and facility or program involvement. Information can be submitted by faxing or by writing.

Out-of-Network providers are required to meet with the above standards if payment for services to be authorized.

XIV Enforcement, Contract Termination & Renewal

A. Enforcing

Each community services contract will be enforced by using, but will not be limited to, the following enforcement actions:

1. Training and technical assistance

- will be provided directly by the authority whenever feasible or the contractor, DCO, or formal partner may be referred to a third party for assistance
- costs associated with any training or technical assistance will be the responsibility of the contractor, DCO, or formal partner

2. A plan of correction
   - will be in writing and will list measurable outcomes/goals with required completion dates
   - will describe action to be taken if goals are not achieved
3. Sanctions, which may include the following:
   - recouping of funds
   - suspending participation in the provider network
   - contract amendment
   - contract termination
4. Action as specified by law

B. Termination

1. **Immediate Termination.** The Authority may terminate this Agreement immediately if
   - Authority does not receive the funding to pay for designated services under this Agreement from the Department;
   - Authority has cause to believe that termination of the Agreement is in the best interests of the health and safety of the persons served under this Agreement;
   - Contractor has become ineligible to receive Authority funds;
   - Contractor or its employees has its Texas license or certification suspended or revoked.
2. **Termination without Cause**. This Agreement may be terminated by either party, without cause, after thirty (30) days written notice to the other party.
3. **Termination by Mutual Consent**. This Agreement may be terminated by the written mutual consent of both parties at any time.

C. Renewal by Mutual Consent.

At end of this contract term, this Agreement may be renewed by mutual consent of both parties.

D. Dispute Resolution.

In the event a dispute arises between the parties involving the provision or interpretation of any term or condition of this Agreement, both parties should refer to the Authority's Policies and Procedures regarding Contracts Management.

XV Exhibits

A. Unusual Activity Report

Texas Panhandle CENTERS Behavioral & Developmental Health *Making Lives Better*

Unusual Activity Report **Exhibit A**

Reviewed by: (initials)
_____ _____
_____ _____
Send to Rights Protection Officer - 501 Wallace upon completion.

Program Area: IDD_____ BH_____ ECI_____

Client Name: _____ Case Number: _____ Medicaid Number: _____

Incident Date: _____ Incident Time: _____ Incident Location: _____
Department Responsible for Client during Unusual Activity: _____
Client(s) or Staff Involved (Use Med Rec # only for clients): _____
_____
Funding Source (circle if applicable): HCS GR TXHmL Other _____
Service Coordinator/Case Manager Notified: Name:_____ Date:_____

Brief Description of Activity: _____
_____
_____
_____
_____
_____

COMPLETE THIS SECTION
Incident Type: Behavioral – Check all that apply. If behavior problem is included on a client's data sheet, document on data sheet only.

- ☐ Threat of Aggression
- ☐ Aggression
- ☐ Self-Abuse without injury
- ☐ Unauthorized departure (Requires Rights Protection Officer notification)
- ☐ Suicidal threat
- ☐ Suicide attempt
- ☐ Incident with Police Intervention/911 Called
- ☐ Property Destruction – personal property
- ☐ Property Destruction – another client's/person's property
- ☐ Property Destruction – agency property
- ☐ Incident involving Fire
- ☐ Inappropriate Sexual Behavior (Requires Rights Protection Officer notification)
- ☐ Death of a client, employee, or guest (Requires Rights Protection Officer notification)
- ☐ Other (list) _____

COMPLETE THIS SECTION
Disposition: Action Taken – Check all that apply

- ☐ On Call System Activated
  Time _____ Name _____
- ☐ Client Counseled/Redirected
  Time _____ Name _____
- ☐ Nursing Intervention
  Time _____ Name _____
- ☐ Psychology/LPHA Intervention
  Time _____ Name _____
- ☐ Police Intervention/911 Called
  Time _____ Name _____
- ☐ No Damage Reported
- ☐ Equipment Repaired or Replaced
- ☐ Family Notified
  Time _____ Name _____
- ☐ Other _____
- ☐ Rights Protection Officer Notified
  Time _____

COMPLETE THIS SECTION: Responsible Staff Person to Follow Up:
Action:

- ☐ Continue to monitor
- ☐ Consultation Completed with Service Provider
- ☐ Scheduled Team Meeting or Staffing
- ☐ Other

Distribution Instructions:

1. Reporting Staff provides form to Supervisor where incident occurred
2. Supervisor notes initials after review and submits to any other pertinent staff for review
3. Form is forwarded to Quality Management for filing

Staff Reporting _____ Date _____
Date Report Completed and routed to Supervisor (where incident occurred): Date _____
Recommendations from Staff and/or Supervisor _____
_____
_____