



Children's Autism Program Standards

Office of Primary and Specialty Health

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Chapter 1: Overview

The purpose of the Health and Human Services Commission's (HHSC) Autism Program is to provide autism services to children 3 through 15 years of age with an autism spectrum disorder. HHSC operates the HHSC Children's Autism Program pursuant to Human Resources Code, §117.082.

HHSC is authorized to operate the program only to the extent that funds are appropriated by the Texas Legislature. Services are provided through grant contracts with local community agencies and organizations utilizing applied behavior analysis or other treatment approaches.

Contractors must comply with:

- the requirements under 1 Texas Administrative Code (TAC), Part 15, Chapter 392, Purchase of Goods and Services for Specific Health and Human Services Commission Programs, Subchapter C, Autism Program;
- the requirements under 40 Texas Administrative Code (TAC), Part 2, Chapter 105, Autism Program; and
- these standards.

Chapter 2: Definitions

Accessible format – An alternative way of providing to people with disabilities the same information, functionality, and services provided to people without disabilities. Examples of accessible formats include braille, ASCII text, large print, American Sign Language, and recorded audio.

Adjusted gross income - The gross income of the family, as defined in this section, minus allowable deductions. Adjusted gross income is used to determine the amount of the monthly financial contribution required by a family.

Allowable deductions - Expenses that are not reimbursed by other sources. Allowable deductions are limited to:

- the actual medical or dental expenses of the parent or dependent that are primarily related to alleviating or preventing a physical or mental defect or illness, were paid over the previous 12 months, are expected to continue during the eligibility period, and are limited to the cost of:
 - diagnosis, cure, alleviation, treatment, or prevention of disease;
 - treatment of any affected body part or function;
 - legal medical services delivered by physicians, surgeons, dentists, and other medical practitioners;
 - medication, medical supplies, and diagnostic devices;
 - premiums paid for insurance that covers the expenses of medical or dental care;
 - transportation to receive medical or dental care; and
 - medical or dental debt that is being paid on an established payment plan;
- child-care and respite expenses for a family member;
- costs and fees associated with the adoption of a dependent child; and
- court-ordered child support payments paid for a child who is not counted as a family member or dependent.

Applied behavior analysis (ABA) - The design, implementation, and evaluation of systematic environmental changes to produce socially significant change in human behavior through skill acquisition and the reduction of problematic behavior. Applied behavior analysis includes direct observation and measurement of behavior and the identification of functional relations between behavior and the environment. Contextual factors, establishing operations, antecedent stimuli, positive reinforcers, and other consequences are used to produce the desired behavior change.

Autism spectrum disorders (ASD) - The disorders found in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) related to autism. An autism spectrum disorder diagnosis of autistic disorder, Asperger's disorder, or pervasive developmental disorder not otherwise specified, made under a previous DSM, is acceptable.

BCaBA - A board certified assistant behavior analyst. Must hold a Texas license.

BCBA - A board certified behavior analyst. Must hold a Texas license.

BCBA-D - A board certified behavior analyst-doctoral. Must hold a Texas license.

Child - A son, daughter, foster child, or stepchild who is under age 19 living in the home.

Confidential information – Any communication or record (whether oral, written, or electronically stored or transmitted, or any other form of communication or record) provided to or made available to the contractor or that the contractor may create, receive, maintain, use, disclose, or have access to on behalf of HHSC that consists of or includes any or all of the following:

- Client Information
- Protected Health Information in any form, including without limitation, electronic protected health information or unsecured protected health information
- Sensitive personal information defined by Texas Business and Commerce Code Chapter 521
- Federal tax information
- Personally identifiable information
- Social Security Administration data, including, without limitation, Medicaid information
- All privileged work product
- All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health and Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552

Client – An individual who has applied for or is receiving the HHSC Children's Autism Program services that are referred to under these standards.

Contractor - A service provider under contract with HHSC to provide autism services.

Cost share - The amount of monthly financial contribution required of a family for a client to participate in the HHSC Children's Autism Program. The cost share is determined using the HHSC Fee Schedule and any applicable insurance deductible, coinsurance, and co-pay amounts. The cost share is the lesser of the fee determined using the HHSC fee schedule, or applicable insurance deductible, coinsurance, and co-pay amounts.

Dependent - An individual age 19 or older, parent, stepparent, grandparent, brother, sister, stepbrother, stepsister, or in-law; whose gross income is less than \$3,900 a year; and for whom more than half of the individual's support is provided for by the parent(s) or guardian(s) during the calendar year.

Direct contact - A term that applies to any person who has physical contact with, physical access to the home of, communication with, or access to confidential information regarding a child enrolled in the HHSC Children's Autism Program or the client's family. Direct contact does not include casual or inadvertent physical contact with, communication with, or contact at an educational presentation or seminar with a client enrolled in the HHSC Children's Autism Program or the client's family.

Family - The client's parent(s) or guardian(s), the client, other children under 19 years of age and other dependents of the parent or guardian.

Fee scale - The fee scale HHSC uses to determine the maximum financial contribution that a client may be required to pay for receiving HHSC Children's Autism Program services.

Fiscal year - The state fiscal year. Begins on September 1 and ends on August 31 of the following year.

Focused ABA services - ABA services that are provided to a client 3 through 15 years of age by an HHSC contractor to treat one or more deficits or behaviors of excess rather than the full range of developmental domains.

Gross income - All income received by the family for determination of the family's cost share, from whatever source, that is considered income by the Internal Revenue Service before federal allowable deductions are applied.

HHSC - Texas Health and Human Services Commission.

Individualized Education Program (IEP) - A written document that is developed for each public school child who is eligible for special education.

Interest list - list, maintained by the contractor, of families who have indicated an interest in receiving services, and who meet the eligibility criteria.

LEA - Local educational agency.

Parent - The client's natural or adoptive parent; or the client's guardian.

Parent training - Training provided as part of the ABA service in the natural language used by the parents of the client when feasible. It is delivered either individually or in a group in a home, school, or clinic setting. It includes providing parent education on ABA in general; working collaboratively with parents to identify ways they can help the client at home to generalize learning to other environments, including school settings; and data review, program adjustment, and planning. Parent training can be done face to face, via phone, telepractice, or other electronic methods.

Qualified professional - An actively licensed physician or psychologist with training and background related to the diagnosis and treatment of neurodevelopmental disorders.

Texas resident - A person who is in Texas and intends to remain in the state, either permanently or for an indefinite period.

Third-party payer - A company, organization, insurer, or government agency other than HHSC that makes payment for health care services received by an enrolled client.

Transition plan - A plan that identifies and documents appropriate steps and transition services to support the client and family to smoothly and effectively transition from the HHSC Children's Autism Program to LEA special education services or other community activities, places, or programs the family would like the client to participate in after exiting the HHSC Children's Autism Program.

Treatment plan - A written plan of care, including treatment goals, for providing HHSC autism treatment services to an eligible client and the client's family to enhance the client's development. The intensity and length of HHSC Children's Autism Program services is determined by the treatment goals included in the treatment plan. However, the length of autism services shall not exceed 24 months.

Chapter 3: HHSC Children's Autism Program Services

3.1 Scope of Services

The contractor may provide Focused ABA services under these standards.

The contractor is required to administer treatment protocols in accordance with Texas Administrative Code, Title 40, Part 2, Chapter 105, Autism Program.

3.2 Service Delivery

3.2.1 HHSC Focused ABA Services

The purpose of this subchapter is to provide information regarding HHSC Focused ABA services.

3.2.1.1 Eligibility

To be eligible for HHSC Focused ABA services, a client must:

- be a Texas resident;
- have a documented diagnosis on the autism spectrum made by a qualified professional; and
- be 3 through 15 years of age.

Clients become eligible on their third birthday and become ineligible on their 16th birthday.

Eligibility for HHSC Focused ABA services does not guarantee enrollment into the HHSC Children's Autism Program. A child considered eligible for services by the contractor based on the criteria in this section is added to the contractor's interest list when there is no opening or funding available for HHSC Focused ABA services in the local HHSC Children's Autism Program.

Proof of Residency

Proof of residency may include but is not limited to having the family provide:

- Income tax return
- Texas driver's license or other official identification,
- Rent, mortgage payment, or utility receipt,
- Property tax receipt,
- Voting record,
- School enrollment records, and

Statement from a landlord, a neighbor, or other reliable source.

Diagnosis of Autism Spectrum Disorder

The diagnosis can be from a medical doctor, pediatrician, neurologist, psychologist, or psychiatrist with a background related to diagnosis and treatment. This can also include a diagnosis from developmental pediatrician, pediatric neurologist, child psychologist, or child psychiatrist. Documentation of the diagnosis may include but is not limited to an evaluation or assessment report, a well child check or a prescription.

Establishing the Child's Age

Accept the parent's or caretaker's statement of the child's date of birth. A birth certificate or any other document is not required.

3.2.1.2 Enrollment

The contractor must:

enroll eligible clients in HHSC Focused ABA services in accordance with the eligibility criteria in this chapter. Contractors must document enrollment on the HHSC Children's Autism Program Enrollment Form 6000 which becomes part of the child record. All information on the enrollment form is entered into the Autism Program Data Reporting System by the 10th calendar day of the following month.

provide written information to families regarding the estimated maximum monthly cost of service and the estimated amount of cost share that will be required for payment of services based on the fee schedule and any applicable insurance deductible, co-insurance and co-pay. Families should receive documentation of the percentage of the cost they are responsible as well as the dollar amount.

verify benefits for all children identified with potential third-party payer coverage for services provided in the HHSC Children's Autism Program and maintain related documentation on file; and

provide written notification of rights of the client and parents or guardians.

3.2.1.3 Services Provided

The contractor must:

provide no more than 180 hours in a 12-month period of HHSC Focused ABA services to enrolled clients. The services may be provided in a clinic, at the child's home, in a foster care home, a group home, a school, a shopping center, etc.

develop a written treatment plan with the family for each client served, including plans for generalization of learned skills and behaviors to other environments.

provide and document parent training as a component of the services.

Documentation must include:

the date of the training;

who participated in the training; and

what was discussed and shared by the contractor;

provide ongoing analysis and evaluation of each client's progress;

document services provided to each client;
document efforts to coordinate services with the school setting the client attends to promote generalization. When families enroll in services the IEP should be requested for treatment planning purposes. HHSC Children's Autism services should not be in conflict with school services but should complement them as often as possible. Ideally we want our services to be extended to as many environments as needed. Families can decline to share the IEP and when this occurs it should be documented. No IEP is required if a child is home-schooled, not in special education or in a private school setting.
create with the family and maintain documented transition plans for each client leaving HHSC Focused ABA services. The documentation of the transition discussions with the family should be from the beginning of services and not just at the end. and
maintain in the client's record the following documentation related to the transition plan:
timelines for each transition activity;
the family's choice for the client to transition into a community or educational program or for the client to remain in the home; and
appropriate steps and transition services to support the family's exit from the HHSC Children's Autism Program to LEA special education services or other appropriate activities, places, or programs the family would like the client to participate in after exiting services.

3.2.1.4 Collecting Data

Children who are enrolled in HHSC Focused ABA services will not have pre- and post-testing measures completed. Instead data on operationally defined target behaviors will be collected. Data will be collected at baseline for each behavior that is identified in the child's treatment plan. All data collected after baseline is included in the treatment data.

As children are tested and data is collected, results are entered into the Autism Program Data Reporting System by the 10th calendar day of the following month.

Use the following instructions to enter the target behavior in the database.

Instructions for Entering Target Behavior

When a user clicks **Target Behavior**, the system opens the **Target Behavior List** page for the client. If there is an existing testing record, the page is populated with existing data. See Entering Treatment and Post Treatment Data below.

Entering a New Target Behavior

To enter a new target behavior, click on the **New Target Behavior** button. Within the first 30-days of service, the contractor must enter the Target Behavior Domain fields through the Baseline Mean description in order to be able to bill for services for the child. Enter the information in the following fields.

Target Behavior Domain: Choose the domain of the target behavior from the drop down list. The drop down list contains the following items:

Adaptive Behavior
Challenging behavior
Communication
Social Interaction

Target Behavior and Operational Definition: Enter a concise operational definition for the target behavior, which includes the name of the target behavior and a clear, understandable description of the observable and measurable characteristics of the target behavior. For example, the operational definition for the target behavior, "Child-initiated social interactions" could be "Child-initiated social interactions is defined as physical orientation of the child toward the interventionist and/or the display of positive affect (smiling, laughing) toward the interventionist during a vocal mand initiated by the child." If your operational definition changes you can modify this box at any time.

Behavior Objective and Mastery Criteria: Enter the information necessary to evaluate the performance of the client on his or her target behavior. A complete behavioral objective should include the name or identifier of the client, the name of the target behavior, the conditions of the intervention, and the specific criteria for acceptable performance. Mastery criteria is the performance level that indicates the client has mastered the behavioral objective. This is usually the same as stated in your complete behavioral objective. For example, a complete behavioral objective for increasing the target behavior "Receptive understanding of functional labels" could be, "When given an array of three objects (cup, spoon, fork) and the verbal cue, "Pick up the _____," Sarah will hand the interventionist the named object 9 out of 10 times for four consecutive sessions." In this example, "90 percent accuracy for four consecutive sessions" is your mastery criteria.

Dependent Measure: Select a dependent measure from the drop down menu. Select "Duration" when you are measuring the length of time the client performs the target behavior, "Frequency" when you are measuring the number of times the target behavior occurs, and "Latency" when you are measuring the length of time before the client begins to perform the target behavior. Select "Percentage" when you convert the number of times the target behavior occurs into an overall percentage (e.g., 9 out of 10 opportunities, or 90%), and "Rate" when you convert the number of times the target behavior occurs into a specified period of time (e.g., 10 times per minute):

Duration
Frequency
Latency
Percentage
Rate

Baseline Mean Description: Enter the average performance level of your client's target behavior BEFORE beginning your intervention. To compute the baseline mean, add up the total number of baseline scores (using your dependent measure)

and divide by the total number of days in your baseline period. For example, if you collect three days of baseline data and the performance levels for your client are 10% on Day 1, 15% on Day 2, and 5% on Day 3, your total would be $10+15+5 = 30$. Divide by 3 since you collected three days of baseline data. Your baseline mean would be $30 \text{ divided by } 3 = 10\%$. It is okay to enter decimal numbers (e.g., 73.6%, 2.1, 0.6 times per minute). If your baseline is 0, you can enter 0, and move to treatment.

Baseline Mean Date: This is the date you ended collecting baseline data, which should be the same date you computed your Baseline Mean.

When the user clicks the Save button, the application validates that all required fields are entered. The system returns to the Target Behavior List page and the user may enter a new target behavior or close the screen. When the user clicks on the Close button without first saving the information entered, the information that was entered will be lost. When the user clicks on the close button after saving information, the system returns to the Target Behavior List page.

You are here.

Screen Shot 1: Target Behavior – Entering New Data

Caseload Management Report My Account Provider Admin User Name: Irma Davila

Target Behavior for [REDACTED], Autism Case #: [REDACTED], Provider Name: Center for Autism and Related Disorders, Months Of Service: 0

Target Behavior

Domain:

Target Behavior and Operational Definition:

Behavior Objective and Mastery Criteria:

Dependent Measure:

Baseline Mean Description:

The fields contained in brackets must be entered within 30-days from the first date of service in order to bill for the services provided to the child.

Baseline Mean Date:

Treatment Mean Description:

Treatment Mean Date:

Mastered Target Behavior:

Mastered Target Behavior Date:

Only enter a date here if you answered "Yes" or "Discontinued" under Mastered Target Behavior.

Entering the Treatment and Mastered Target Behavior

After entering and saving the initial baseline mean, the system allows the user to enter treatment mean description and the mastered target behavior and the date the behavior was mastered. This information can be entered at the same time as the all other information is entered if it is within 30 days of the first day of service. For example, if the child was able to master the target behavior within 30 days, all the fields, including the treatment and mastered target behavior can be entered all at once.

Treatment Mean Description: Enter the client's average performance level during the entire time you delivered intervention. **Do not** include your baseline data in this computation. To compute the Treatment Mean, add up the total number of scores during your intervention period (using your dependent measure) and divide by the total number of days of intervention. For example, if your intervention lasted 10 days and your client demonstrated the following performance levels – 9, 8, 6, 5, 4, 4, 2, 1, 1, 0 – your Treatment Mean would equal 4 (the total of 40 divided by 10 days of intervention = 4.0). It is okay to enter decimal numbers (e.g., 73.6%, 2.1, 0.6 times per minute).

Treatment Mean Date: This is the date you ended intervention, which should be the same date you computed your Treatment Mean.

Mastered Target Behavior: Select one of the options about whether a child mastered the targeted behavioral objective. Enter a date if you respond "Yes" or "Discontinued." Enter the date your client mastered the behavioral objective per your mastery criteria above or the date you discontinued the objective. Do not enter a date if you respond "No" or "Made Progress" in the "Status of Behavioral Objective" box below.

There must be an active target behavior for every day of treatment services. The Treatment Mean Date for at least one target must be the last date a service is provided in an enrollment period.

Screen Shot 2: Entering the Treatment and Mastered Target Behavior

Canceling a Target Behavior

After exiting the target behavior screen, the contractor is able to cancel the target behavior by clicking on the **Cancel** button at the bottom of the screen. The system will return to the **Target Behavior List** screen and show an **Inactive Date** for the target behavior that was cancelled.

Screen Shot 3: Cancelling a Target Behavior

Caseload Management Report My Account Provider Admin User Name: Irma Davila

Case Search
Case Information
Consumer Testing
 Focused ABA
 Target Behavior
 Comprehensive ABA
 Post EVT2
 Post PPVT4
 Post CARS2
 Post ADIR
 Post Vineland-II
Service Record
Insurance Payment
Cost Share

Target Behavior List for ██████████, DARS Case #: ██████████, Provider Name: Center for Autism and Related Disorders, Months Of Service: 0

Records Returned: 0

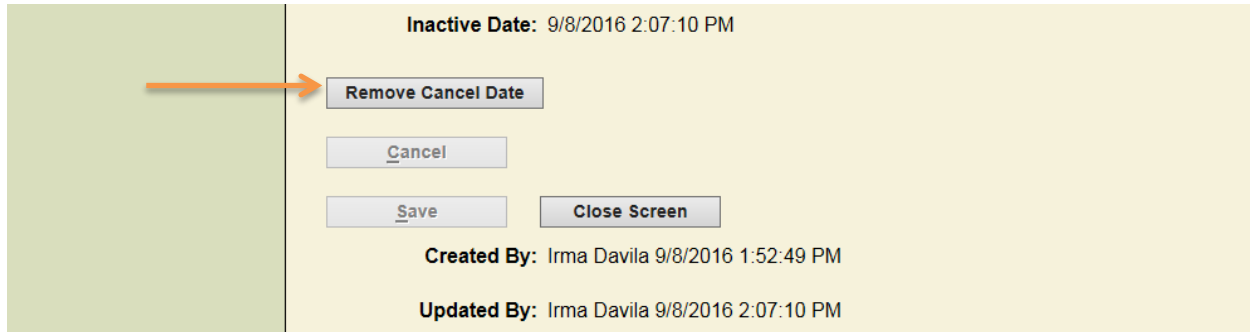
Target Behavior	Baseline Date	Treatment Date	Post Treatment Date	Inactive Date
Description				
Social Interaction bbbb	08/01/2016			09/08/2016
Challenging Behavior bbb	07/08/2016	07/08/2016		09/08/2016

New Target Behavior Close Screen

Reactivating a Target Behavior that was Cancelled in Error

If the contractor cancels a target behavior in error, the contractor can reinstate the target behavior entries by going into the target behavior and clicking on the **Remove Cancel Date**.

Screen Shot 4: Reactivating Target Behavior Date that was Cancelled in Error



The system will return to the **Target Behavior List** screen and the **Inactive Date** will be blank. This means the target behavior is active again.

Screen Shot 5: Target Behavior Reactivated after Cancellation

Caseload Management Report My Account Provider Admin User Name: Irma Davila

Case Search
Case Information
Consumer Testing
Focused ABA
 ◦ Target Behavior
Comprehensive ABA
 ◦ Post EVT2
 ◦ Post PPVT4
 ◦ Post CARS2
 ◦ Post ADIR
 ◦ Post Vineland-II
Service Record
Insurance Payment
Cost Share

Target Behavior List for [REDACTED] DARS Case #: [REDACTED], Provider Name: Center for Autism and Related Disorders, Months Of Service: 0

Records Returned: 0

Target Behavior	Baseline Date	Treatment Date	Post Treatment Date	Inactive Date
Description				
Social Interaction bbbb	08/01/2016			09/08/2016
Challenging Behavior bbb	07/08/2016	07/08/2016		

New Target Behavior Close Screen

An orange arrow points to the empty 'Inactive Date' cell in the second row of the table.

3.2.1.5 Length of Services

The length of services for a client is based on the client's specific needs but must not exceed a maximum of 720 hours of Focused ABA services between ages 3-15. For those children who have received Comprehensive ABA services or a combination of Comprehensive and Focused ABA services they must not exceed 24 months of services between ages 3-15.

Services may not exceed 180 hours in a 12-month period, not all of which must be consecutive.

Clients are exited from HHSC Focused ABA services when:
treatment goals are met;

service limits have been reached as follows:

180 hours of service have been provided within a 12-month period; or

720 hours (24 months) of service have been provided; or

they reach their sixteenth birthday.

Clients who exit HHSC Focused ABA services with remaining months of service may reapply for additional HHSC Focused ABA services based on eligibility determination, the client's needs, available funding, and the contractor's ability to serve more clients in accordance with this chapter. These clients are given priority over clients on the interest list who have not previously received services.

3.2.1.6 Re-enrolling a Child

When a child returns to services eligibility must be determined and a new enrollment period is begun.

The process described above must be completed including a new enrollment form, family cost share determination, treatment plan and target behaviors.

The 12-month period begins on the first day of services in the first enrollment period. All subsequent 12-month enrollment periods begin on the same month and day as the first enrollment period.

If a child doesn't use 180 hours in a 12-month period the remaining hours carry over until needed as long as the child continues to meet eligibility criteria.

3.2.1.7 Participation Requirements

Attendance must be maintained at a level of at least 85 percent of scheduled HHSC Focused ABA services over the duration of treatment. This is necessary for the client to fully benefit from the HHSC Children's Autism Program, regardless of the reason for the absence.

This expectation is applied across their 12-month enrollment period and is not designed to prevent children from accessing services.

Contractors should develop an attendance policy to apply consistently to all families.

There are legitimate reasons for absences that should be taken into consideration.

Illness of the child or caregiver

Vacations which are a typical part of all families' lives

Unexpected circumstances like natural disasters, death in a family, birth of a child, etc.

Participation in parent training is required for a child to receive services. The parent training must be provided at a minimum of once every two weeks for a child to continue to receive ABA services.

It is provided as part of the ABA service in the natural language used by the parents of the client when feasible.

It is delivered either individually or in a group in a home, school, or clinic setting. It includes providing parent education on ABA in general; working collaboratively with parents to identify ways they can help the client at home to generalize learning to other environments, including school settings; and data review, program adjustment, and planning.

Parent training can be done face to face, via phone, tele practice, or other electronic methods.

The parent and the client must participate in target behavior baseline data gathering upon enrollment into HHSC Focused ABA services. The parent and the client must participate in treatment target behavior data gathering before exiting HHSC Focused ABA services.

If the parent and the client fail to meet these requirements, the client may be dismissed from the HHSC Children's Autism Program. The requirements may be waived with written approval by HHSC.

3.2.1.8 Satisfaction Survey

The contractor assists HHSC in performing a satisfaction survey. When the child exits the program, the contractor explains the purpose of the survey and provides the family with a parent letter which provides the family with instructions on how to complete the survey. Completion of the survey is voluntary.

The contractor must provide the family with the child ID so that the family may enter the child ID on the survey. HHSC provides the survey in English and Spanish for both written and electronic distribution. HHSC provides a letter to explain the survey and return envelopes for families to submit their written surveys.

3.3 Special Circumstances

If eligible children have circumstances that prevent them from participating in the contractor's clinic based services, services will be provided in an alternative setting that is mutually acceptable to the parent and the Contractor.

Services shall not be provided to children in institutional placements, but may be provided to children in general residential operations. Foster care and residential group home placements are not institutional settings.

If a child is in a general residential operation, such as a group home, the group home staff are able to fulfill the parent participation requirement.

If a child is placed in a foster care home by the Department of Family and Protective Services (DFPS), the foster parent may fulfill the parent participation requirement. Additionally, there may be funds available from DFPS to pay for ABA services. If DFPS has funds available, the contractor must bill DFPS for the services before billing the Children's Autism Program. If no funds are available from DFPS, the contractor may continue to bill the Children's Autism Program for ABA services and the child will have zero cost share.

3.4 Interest List

An offer of enrollment into HHSC Focused ABA services is based on the continued availability of funding and the contractor's ability to serve more clients.

When a contractor is not immediately able to accept an eligible client into the HHSC Children's Autism Program, and the family is interested in enrolling in services, the contractor places the client on an interest list. The Contractor reviews the list every six months to determine if clients are still eligible and families are still interested in services.

Clients are removed from the interest list when an opening for services is available, the client is no longer eligible for the HHSC Children's Autism Program, or when the family indicates they are no longer interested.

The contractor may develop criteria to determine which child from the interest list is selected when an opening for services is available. For example, the contractor may have a risk assessment that helps prioritize the the children on the interest list; or the contractor may determine that a child is served on a first come, first serve basis. It is recommended that contractors consider caseload mix of various ages, levels of need and impact on the child's ability to benefit from their current educational placement.

However, clients who have received HHSC Focused ABA services and have remaining months of eligibility are given priority over clients on the interest list who have not previously received services when they apply for additional Focused ABA services if they continue to meet eligibility criteria and funds and staff capacity are available.

3.5 Cost Share

3.5.1 Cost Share Basics

The family's cost share amount is the lesser of the:

- HHSC fee schedule amount; or

- applicable deductible, copayment, and coinsurance amounts when the family has insurance that covers the ABA services.

If the parent disagrees with the contractor's determination of the family's ability to pay the cost share, the parent can:

- request a review by the contractor's manager or program director;
- file an informal or formal complaint with the contractor;
- contact the HHSC at 1(877) 787-8999 for help resolving a problem or concern with the contractor; and
- file a formal complaint with HHSC.

3.5.2 HHSC Fee Schedule Amount

The contractor is required to use the HHSC Fee Schedule and instructions to calculate the monthly fee owed by the family for the services of each eligible child.

Factors that affect the amount of monthly fee include the:

- monthly costs of services provided by the contractor as determined by the number of hours of service provided multiplied by the contractor's negotiated hourly rate with HHSC;
- adjusted gross income of the family as determined by the federal tax return filed for the previous year; or if the family did not file, the family's gross income minus the allowable deductions as defined in these standards;
- family size calculated by summing the number of parents or guardians, the child, and other dependents of the parents or guardians; and
- number of children from a single family who are enrolled in the HHSC Children's Autism Program.

The fee for a single family with multiple children in service must be calculated for each child monthly. The family will owe 100 percent of the fee amount for the child with the highest fee and 50 percent of each additional child's fee. This extends to families when both children are in service at the same time or at different times.

Information about HHSC procedures and the fee schedule used to administer the HHSC Children's Autism Program are available on the HHSC website and for viewing at HHSC, 1100 W. 49th Street MC1938, Austin, TX 78756, between 8:00 a.m. and 5:00 p.m. on business days.

3.5.3 Determining and Verifying the Income

The gross income includes all income classified as taxable income by the IRS before federal allowable deductions are applied.

The family has three options to determine the adjusted gross income (AGI) amount:

Option 1: Use the AGI from the previous year's filed federal tax return, found on Internal Revenue Service (IRS) Form 1040, line 37.

Option 2: Use the gross income from the previous year's filed federal tax return minus allowable deductions. The allowable deductions are expenses that are not reimbursed by other sources. Allowable deductions are limited to:

- the actual medical or dental expenses of the parent or dependent that are primarily related to alleviating or preventing a physical or mental defect or illness, were paid over the previous 12 months, are expected to continue during the eligibility period, and are limited to the cost of:
 - diagnosis, cure, alleviation, treatment, or prevention of disease;
 - treatment of any affected body part or function;
 - legal medical services delivered by physicians, surgeons, dentists, and other medical practitioners;
 - medication, medical supplies, and diagnostic devices;
 - premiums paid for insurance that covers the expenses of medical or dental care;
 - transportation to receive medical or dental care; and
 - medical or dental debt that is being paid on an established payment plan;
- child-care and respite expenses for a family member;
- costs and fees associated with the adoption of a dependent child; and
- court-ordered child support payments paid for a child who is not counted as a family member or dependent.

Option 3: If the family did not file a federal tax return in the previous year, the contractor must complete with the family the Cost Share Family Attestation Worksheet found in **Attachment 1** at the end of this document. The family must provide proof of annual income by submitting at least two months of pay stubs, an employer's statement, documentation of self-employment income, or a statement from someone who may be making monetary contributions to the family. The contractor may accept the family's statement of the allowable deductions. The provider calculates the AGI by subtracting the allowable deductions from the gross income.

If the parent does not attest to the family's annual gross income, the contractor must bill the family the full cost of services. Contact the HHSC Children's Autism Program staff prior to the enrollment of a child in all cases where AGI cannot be determined by following the process above.

3.5.3 Insurance Payments

If the family has insurance that covers ABA services and the in-network provider agreement between the insurance company and the HHSC Children's Autism Program contractor requires that the contractor accept the deductible, copayment, or coinsurance and insurance reimbursement as payment in full, then the family's cost share amount is the lesser of the HHSC fee schedule amount or the deductible, copayment, or coinsurance.

3.5.4 Payer of Last Resort

HHSC funds must not be used to pay for any portion of the required cost share. To the extent that the family or client is entitled to insurance-payment for services or receives payment for services from other governmental programs, third-party payers, or other private sources, HHSC funds must not be used to pay for the services until all other methods of payment have been applied.

Chapter 4: Client Rights

4.1 Rights of Children and Parents

In accordance with applicable legal provisions, the HHSC Children's Autism Program does not, directly, or through contractual or other arrangements, exclude, deny benefits to, limit the participation of, or otherwise discriminate against any individual on the basis of age, color, disability, national origin, political belief, race, religion, sex, or sexual orientation. For purposes of this program, the client must have an autism spectrum disorder, and that requirement is not considered discrimination against any individual on the basis of disability.

During the enrollment process, the contractor is required to provide the client and parents written notification of their rights relating to the complaint process, confidentiality of information, and cost share.

4.2 Complaint Process

An individual or organization on behalf of a client enrolled in the HHSC Children's Autism Program may file a complaint with HHSC alleging that a requirement of the HHSC Children's Autism Program was violated. A complaint may be filed directly with HHSC without having been filed with the contractor.

A complaint regarding the HHSC Children's Autism Program must be filed within 180 calendar days of the alleged violation. A complaint filed 180 calendar days after the alleged violation may be dismissed without further review by the HHSC Children's Autism Program.

A complaint may be filed in any of the following ways:

- by phone to the HHS Office of the Ombudsman at 1-877-787-8999; or
- by online submission at hhs.texas.gov/ombudsman.

The complaint must contain the following information:

- the name of the person filing the complaint;
- the name of the client for whom the complaint is filed;
- the name of the contractor;
- the date of the incident;
- the requirement and/or rule that was allegedly violated;
- a summary of the facts of the alleged violation; and
- the relief requested.

HHSC staff:

- logs the date the complaint was received;
- evaluates the complaint and seeks facts from the parties involved;

- provides a written decision within 60 calendar days to the complainant addressing each allegation;
- provides technical assistance and appropriate follow-up to the parties involved in the complaint as necessary; and
- retains the documentation of the complaint for five years.

A complainant may appeal the determination of the complaint in writing. Such appeals must be submitted within 30 calendar days from the date of the written decision and will be addressed within 30 calendar days of receipt by HHSC. The appeal determination is final.

More information regarding the complaint process may be obtained by calling HHSC at 1(877) 787-8999.

Chapter 5: Organization and Administration

5.1 Staff Requirements and Qualifications

5.1.1 General HHSC Children's Autism Program Staff Requirements

Clients who participate in the HHSC Children's Autism Program must receive ABA services provided by staff under the supervision of master's or doctoral level Board Certified Behavior Analysts (BCBA or BCBA-D certification and licensed in Texas). BCBA or BCBA-D staff must have:

- at least one year of experience in providing services to children within the age range of 3 through 15 years of age with diagnoses on the autism spectrum;
- documented graduate-level coursework in behavioral assessment and intervention, selecting outcomes and strategies, behavior change procedures, experimental methods, and measuring and interpreting behavioral data; and
- knowledge of typical child development for children 3 through 15 years of age.

Supervision must:

- occur at least once every two weeks;
- include direct observation of ABA programming to assess if procedures are implemented accurately and to inform the supervisor on the potential need to adjust teaching procedures; and
- include ongoing review, no less than two times per week, of data from ABA programs and data pertaining to problem behavior.

The contractor must have at least one BCBA with one year of experience in providing services for each age covered in the range of 3 through 15 years of age with a diagnosis on the autism spectrum. This requirement can be met with one BCBA or multiple BCBA's on staff.

5.1.2 Qualifications for Staff Members

All staff members who provide direct services to children must at a minimum:

- have a high school diploma; and
- be 18 years of age.

Contractor staff members who provide assessment and oversee treatment of children, and who train and supervise paraprofessional personnel involved in direct service delivery must have:

- a master's or doctoral degree from an accredited institution of higher education in psychology, behavior analysis, or a related field;
- documented graduate-level coursework in behavioral assessment and

intervention, selecting outcomes and strategies, behavior change procedures, experimental methods, and measuring and interpreting behavioral data;

- at least one year of experience in providing services to children within the age range of 3 through 15 years of age with diagnoses on the autism spectrum;
- knowledge of typical child development for children 3 through 15 years of age; and
- a BCBA or BCBA-D certification and licensed in Texas.

5.1.3 Staff Training and Development

All direct service staff members must receive training before working independently and on an ongoing basis. Training must:

- be formalized training developed and overseen by BCBA supervisors on methods for data collection, procedures for implementing discrete trial teaching, prompting procedures, behavior management strategies for addressing problem behavior, and other ABA techniques and program specific methods;
- be provided or overseen by a BCBA or BCaBA through didactic instruction, workshops, readings, observation of modeling of techniques by supervisors, role-play with supervisors, and training in the natural environment in which supervisors provide specific feedback and additional training as needed;
- be assessed for effectiveness through written exams (with criteria to determine mastery) or direct observation by BCBA supervisors of therapists working directly with children (with fidelity checklists to determine accurate use of procedures and criteria to determine mastery) to ensure individual acquisition of the skills necessary to accurately implement ABA treatments;
- cover all of the tasks in the Behavior Analyst Certification Board's Registered Behavior Technician Task List and Guidelines for Responsible Conduct for Behavior Analysts that have been designated as relevant for behavior technicians;
- have a cumulative duration of at least 40 hours;
- include ethics and professional conduct training; and
- include training on typical child development for children 3 through 15 years of age.

5.1.4 Key Personnel

The contractor's key personnel listed in Attachment 2 are considered essential to the work being performed under this contract. Before removing, replacing, or re-assigning any of the listed or specified personnel, the contractor must:

- (1) notify HHSC in advance using a form 6001;
- (2) submit justification (including proposed substitutions) with sufficient detail to permit evaluation of the impact on this contract; and
- (3) obtain HHSC' prior written approval.

Notwithstanding the foregoing, if the contractor deems immediate removal or suspension of any of its key personnel is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity, the contractor may remove or suspend such person at once, although the contractor must notify HHSC prior to or concurrently with such action. The list of key personnel may, with the prior written consent of the contracting parties, be amended during the course of the contract to add or delete personnel.

Attachment B lists the contractor's key personnel and the minimum qualifications and services that may be performed by the key personnel, as well as the services that may be performed by other non-key personnel.

5.1.4.1 Program Director

The contractor shall name a program director who is a member of the contractor's management team to serve as the designated point of contact for decisions regarding contractual matters, financial matters, personnel matters, and administrative functions.

5.1.4.2 Changes to Program Director, CEO, and CFO

The contractor shall notify the HHSC lead program contact in the event the designated program director, or the organization's chief executive officer or chief financial officer is replaced during the term of contract.

5.2 Criminal Background Checks

The contractor must complete a fingerprint-based national crime history record information review on any employee, volunteer, or other person who will have direct contact with clients and families served under the contract.

Any conviction of the following misdemeanors or felonies precludes a person from having direct contact with children and families served under the contract:

- Offenses Against the Person (Texas Penal Code, Title 5);
- Offenses Against the Family (Texas Penal Code, Title 6);
- Robbery (Texas Penal Code, Title 7, Chapter 29);
- Public Indecency (Texas Penal Code, Title 9, Chapter 43);
- Stalking (Texas Penal Code, Title 9, §42.072);
- Criminal Solicitation of a Minor (Texas Penal Code, Title 4, §15.031);
- Failure to Stop or Report Aggravated Sexual Assault of Child (Texas Penal Code, Title 8, §38.17); or
- any like offenses of the law of another state or federal law.

A conviction within the previous 10 years of the following misdemeanors or felonies precludes a person from having direct contact with children and families served under this Contract:

- The Texas Controlled Substances Act (Texas Health and Safety Code, Chapter 481);
- Violations of the Civil Rights of Person in Custody; Improper Sexual Activity with Person in Custody (Texas Penal Code, §39.04);
- Abuse of Corpse (Texas Penal Code, §42.08);
- Cruelty to Livestock Animals (Texas Penal Code, §42.09);
- Attack on Assistance Animal (Texas Penal Code, §42.091);
- Cruelty to Nonlivestock Animals (Texas Penal Code, §42.092);
- Dog Fighting (Texas Penal Code, §42.10);
- Making a Firearm Accessible to a Child (Texas Penal Code, §46.13);
- Intoxication and Alcoholic Beverage Offenses (Texas Penal Code, Chapter 49);
- Purchase of Alcohol for a Minor; Furnishing Alcohol to a Minor (Texas Alcoholic Beverage Code, §106.06);
- any other felony committed within the previous 10 years under the Texas Penal Code; or
- any like offense of the law of another state or federal law.

A person who has pending charges or who received deferred adjudication covering an offense listed in this section is precluded from having direct contact with children and families served under this Contract if the terms of probation have not been successfully completed or the pending charges have not been dismissed.

With written approval from HHSC, the contractor may conduct an evaluation of risk on a person to determine the person's suitability for employment despite a minor criminal history finding.

5.3 Confidentiality of Information

The parent or guardian of a client who has been determined eligible for services must be afforded the opportunity to inspect and review any records relating to evaluations and assessments, eligibility determination, development and implementation of the treatment plan, individual complaints dealing with the client, and any other area involving records about the client and the client's family. If requested in writing by the client or the client's parent or guardian, the contractor must make all requested information in that client's record of services accessible to and must release the information to the requesting party in a timely manner. This includes a verified request for release of records by the client or parent or guardian to a third party. The right to inspect and review records under this section includes the right to:

- a written response from the contractor to reasonable requests for

- explanations and interpretations of the records;
- request that the contractor provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and
- have the client's or the parent's representative inspect and review the records.

The contractor may presume that the parent has authority to inspect and review records relating to the client unless the agency has been advised in writing with supporting documentation that the parent does not have the authority under applicable state law governing such matters as guardianship, separation, and divorce.

If any record includes information on more than one client, the parent of those clients shall have the right to inspect and review only the information relating to their child or to be informed of that specific information. The provider will redact information regarding any other client from the record.

The contractor must, on request, provide the parent a list of the types and locations of service records collected, maintained, or used by the contractor.

The contractor and any of its subcontractors associated with the HHSC Children's Autism Program will maintain reasonable and appropriate administrative, physical, and technical safeguards to ensure the integrity and confidentiality of HHSC-related information and to protect against any reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized use or disclosure of the information in accordance with applicable federal and state laws, rules, and regulations and HHSC policies and procedures.

5.4 Safety

The contractor must maintain an emergency evacuation plan at the contractor's service site that complies with all applicable local, state, and federal laws, rules, and regulations governing provision of services under this chapter. The contractor will inform the family when any emergency situation arises with the client.

5.5 Financial Management System

The contractor must maintain an accounting system and records in which separate records are maintained for each funding source provided by HHSC and other funding sources. A cost center objective must be set up for the Autism Program contract separate from other HHSC grants or contracts.

The contractor must be able to account for HHSC Children's Autism Program costs applicable to clients served in accordance with the rules in the 40 TAC Chapter 105, Autism Program, and with these standards.

The methods used to account for these costs, as documented, recorded, and tracked, include:

- identifying the eligible clients served and recording the services provided from intake to closure;
- setting up separate account codes for budget categories applicable to costs for the services provided and other non-purchased service costs;
- establishing a system for employees to record the time and/or resources spent and the costs for salaries, wages and fringe benefits, based on records that accurately reflect the work performed;
- recording and allocating all expenses applicable to program activities by budget category;
- entering information in the HHSC Children's Autism Program data reporting system, as required.

5.5.1 Request for Payment

Goods and services shall be paid upon the receipt of a properly completed invoice or Interagency Transfer Voucher (ITV) from Performing Agency. In accordance with Texas Government Code Chapter 771, Receiving Agency shall reimburse Performing Agency for services satisfactorily performed from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Charges shown on invoices submitted to HHSC for autism services are limited to charges for the hours of treatment from the contractor's personnel. The hourly rate is based on the hourly rate workbook submitted by the contractor that includes all costs related to the delivery of the services.

In accordance with the Prompt Payment Act, Texas Government Code Chapter 2251, HHSC will make payment on a properly submitted invoice using form 6002 (Autism Program Invoice) within thirty (30) calendar days after receipt. Invoices are to be submitted on a monthly basis by the 10th calendar day of the month to the Children's Autism contract manger and to:

Invoice-HHSC Accounting
Health and Human Services Commission
Attn: Accounts Payable, MC 3036
4900 N. Lamar Blvd.
Austin, Texas 78751
Email: HHSC_AP@hhsc.state.tx.us

Invoices shall comply with all applicable State of Texas requirements and include the following:

- contractor's legal name
- contractor's remittance address including city, state and zip code
- contractor's 14-digit Texas Identification Number (TIN)

- HHSC office name and address
- HHSC contract number and purchase order number
- dates of service
- description of services procured (autism services)
- quantity of treatment hours
- contract hourly rate
- total amount of invoice
- In aggregate:
 - charges based on the hourly rate and number of treatment hours provided in the current month for clients with no third party payer;
 - charges for services provided in the current month and for which third party payment was received or declined during the current month;
 - charges for services provided in previous months but in which payment from third party payers was received or declined during the current month
 - amounts received from third party payers during the month;
 - cost share amount collected or owed for the current month based on the fee schedule and instructions and the contractor's policy for collecting cost share;
 - deductions for advance payments.

The contract manager reviews and approves all invoices prior to submitting them to HHSC Accounts Payable for payment processing.

All services shall be performed to the satisfaction of HHSC. HHSC shall not be liable for any payment for services that HHSC deems unsatisfactory, that fail to adhere to the terms of this Contract, or that have not been approved by HHSC.

The contractor may submit a final invoice by November 15th following the end of the fiscal year to reflect services performed that were not previously invoiced due to pending third party reimbursements.

5.5.2 Third Party Payer Procedures and Claims Administration

The following are contractor responsibilities for third party payer claim administration.

The contractor must develop and maintain policies and procedures that comply with these standards. These policies and procedures must include whether cost share will be collected monthly prior to initiation of services, monthly after services are provided, or for families with third party payer coverage of autism services, after payment has been received.

Contractor must take the steps required to become an enrolled provider in all third party payer, public and private plans, for which HHSC Children's Autism Program clients are enrolled. The contractor must maintain documentation of any barriers to becoming an enrolled provider.

When verification reflects that third party payer coverage exists for services, the contractor must ascertain and document the following information.

- The type and limitations of the third party payer coverage;
- Preauthorization and utilization requirements for the third party payer coverage; and
- Claims filing information.

This information must be made available to HHSC or its authorized representative within 30 calendar days when requested by HHSC.

The contractor is responsible for filing claims for an individual client's services within 30 calendar days of the services being provided when services are covered under an applicable third party payer policy. The contractor is required to file claims within applicable claims filing deadlines and appeal claims, when appropriate, within the applicable deadlines.

HHSC will not reimburse for services related to claims that were denied due to the contractor's failure to meet established deadlines. The contractor shall maintain records containing evidence of claims filed by the contractor, and of claims honored and denied by third party payers. This documentation must be made available to HHSC upon request.

If preauthorization of services is required, the contractor must comply with all third party payer preauthorization requirements prior to initiating and/or continuing autism services. Documentation of attempts to obtain preauthorization of services must be maintained in contractor records.

HHSC will not reimburse for services related to claims that were denied by a third party payer because the contractor failed to request the required preauthorization.

When preauthorization is granted for all or only a portion of the requested services, the contractor shall notify the family in writing of the applicability of the fee schedule prior to the initiation of services.

The treatment hours that the contractor has deemed necessary that exceed approved preauthorized hours are considered uncovered by insurance. The contractor may bill HHSC for uncovered services minus any applicable cost share. For children with high deductibles, the services are not reimbursed until the deductible is met. The contractor may bill HHSC for services minus the applicable cost share until the deductible is met. HHSC will not reimburse the contractor for

treatment hours that exceed HHSC service caps outlined in the Texas Administrative Code, Title 40, Part 2, Chapter 105, Autism Program.

For each client with private insurance or other third party payer coverage for HHSC Autism services, the contractor must calculate the monthly cost share amount owed by the family pursuant to the contract requirements identified in the contract and these standards. The contractor may bill HHSC for the amount of hours provided to an eligible child at the contracted hourly rate (HHSC billable rate) less the amount of payments received from private insurance or other third party payer and less the monthly cost share amount.

Prior to initiating services, the contractor shall discuss with the family estimated private insurance and other third party payer reimbursement, as well as the estimated monthly family cost share amount owed.

Private insurance and other third party payer reimbursements received and monthly family cost share amounts must be used to offset the amount billed to HHSC for all autism services billed during that month. The amount of private insurance reimbursements used to offset the cost is limited to the amount that would have been paid by HHSC as referenced as the hourly rate.

When the contractor policy requires family cost share to be collected during the month of service, third party payer reimbursements received shall be reconciled to the contractor's financial records for the month that the services were rendered so that the client's actual family cost share can be determined. Credits or payments to the insured shall be made within thirty (30) calendar days after receipt of a reimbursement. HHSC may request at any time copies of the financial records showing reconciliations that include all payment sources.

The contractor may not bill HHSC for services provided to clients with known third party payer coverage until after the third party payer has paid or denied services. The contractor shall maintain onsite a copy of the third party payer explanation of benefits (EOB) for services previously billed to third party payers. This information must be made available to HHSC upon request.

The contractor may submit a request for advance payment utilizing the form 6003 (Autism Program Advance Payment Request). Requests for advance payments shall be limited to amounts outstanding for claims made to third party payers (number of treatment hours claimed with third party payers multiplied by the HHSC billable rate). HHSC may deny requests for advance payments within its discretion.

5.6 Records Management

The contractor and any of its subcontractors associated with an HHSC Children's Autism Program contract must retain financial and supporting documents, statistical records, and any other records pertinent to the services provided under the contract for which a claim or report was submitted to HHSC. The records and

documents must be kept for seven years after the date of submission of the final bill or until all billing-related questions are resolved, whichever is later.

The contractor's records must fully disclose and document:

- the amount and disposition of grant funds;
- the cost of the project for which grant funding is given or used; and
- the amount of project cost funding supplied by other sources, to include comparable services or benefits, insurance, and client financial participation.

The contractor's recordkeeping system must contain data concerning the grant program's funds, including the information necessary to receive payment.

The contractor must have documentation of all services provided including parent training. Documentation must include the following:

- Child name
- Date of service
- Start and end time of service
- Location of service
- Who is present for services
- Provider signature
- Description of the service and goals worked on
- Progress on goals

Chapter 6: Technical Assistance and Training

Training and technical assistance shall be provided for contractors under the HHSC Children's Autism Program.

HHSC evaluates the HHSC Children's Autism Program services provided to clients and gives technical assistance and training, as needed, to help the contractors offer HHSC Children's Autism Program services according to the HHSC Children's Autism Program rules and these standards.

Documentation obtained from the contract application and monitoring activities provide input that can be used to develop or improve the technical assistance and training opportunities offered to individual contractors.

6.1 Technical Assistance

Contract managers and other HHSC staff members provide technical assistance, as needed, throughout the term of the contract. Technical assistance may include help to expand a contractor's capacity to provide HHSC Children's Autism Program services.

Technical assistance may be provided by phone, email, or during on-site visits, and can include circumstances such as:

- turnover in key agency or contractor staff members;
- difficulty with following contract terms and conditions, policies and procedures, or reporting requirements;
- clarification of health and human services agency policies;
- clarification of monitoring and oversight requirements;
- billing or payment issues;
- service delivery, including conducting assessments, direct delivery of services, and development of independent living plans and appropriate documentation; or
- other identified needs.

Technical assistance may be provided more frequently for new contractors or when significant program changes are being implemented. Technical assistance also may be necessary for improving contract performance, overseeing compliance, supporting successful contract outcomes, and clarifying expectations.

Technical assistance provided is documented by HHSC and communicated in writing to the contractor, as appropriate.

6.2 Training

Training for HHSC Children's Autism Program contractors may include information on:

- the service delivery; and
- the administration, operation, evaluation, and performance of HHSC Children's Autism Program services according to the rules for the HHSC Children's Autism Program, these standards, and the contract requirements.

Training opportunities will be developed and coordinated with HHSC and with contractors.

New contractors will be required to participate in comprehensive orientation that covers contract and program requirements, to be held shortly before or after the contract start date. Other training may include required and optional training opportunities for program improvement.

6.3 Conference Calls and Meetings

Contractors participate in conference calls and face-to-face meetings required by HHSC with no additional compensation, unless otherwise specified by HHSC.

Chapter 7: Reporting and Quality Assurance

Each contractor must develop a system for quality assurance reviews of program activities that evaluate compliance with the HHSC Children's Autism Program rules and these standards. That system must, at a minimum, include regular reviews of case service records, entry in the HHSC Children's Autism Program data reporting system, eligibility determinations, and adherence to purchasing procedures.

An HHSC Children's Autism Program data reporting system was developed for the HHSC Children's Autism Program to gather, track, and monitor program performance and financial data. Each contractor is required to enter data into this system in accordance with the training and instructions provided by HHSC.

7.1 Required Reports

A contractor that receives funding under the contract must submit program and financial reports, as described below. The contractor's records must support all of the data reported, including information entered into the HHSC Children's Autism Program data reporting system and recorded on fiscal reports matching amounts in accounting records.

7.1.1 Program Reports

The contractor is required to enter all required enrollment, service, target behavior, cost share, insurance payment and invoice data into the HHSC Children's Autism Program data reporting system by the 10th day of the following month in accordance with the user guide instructions. The HHSC Children's Autism Program data reporting system captures program performance and financial data about each HHSC Children's Autism Program contract.

HHSC will use information in this data reporting system to monitor HHSC Children's Autism Program contracts.

7.1.2 Audit Requirements

In accordance with contract assurances, all contractors are required to obtain an annual financial audit conducted by an independent auditor in compliance with generally accepted auditing standards (GAAS), as published by the American Institute of Certified Public Accountants.

The contractor must arrange for a financial and compliance audit (Single Audit), if required, in accordance with the Uniform Grant Management Standards (UGMS) State of Texas Audit Circular.

If a Single Audit is not required, the contractor shall obtain an annual audit of its financial statements which are submitted to HHSC.

The contractor will be given instructions for audit submission to the HHSC.

Chapter 8: Contract Monitoring

A contractor and any subcontractors associated with an HHSC Children's Autism Program contract agree to permit on-site monitoring visits and desk reviews, as deemed necessary by HHSC to review all financial or other records and management control systems relevant to the provision of goods and services under the contract. The contractor will include this requirement in any subcontract associated with this agreement.

Contract monitoring is the systematic review of a contractor's records, business processes, deliverables, and activities to ensure compliance with the terms and conditions of the contract. The goal of contract monitoring is to protect the health and safety of clients who receive services, to ensure delivery of quality goods and services, and to protect the financial interest of the state. Monitoring includes planned, ongoing, periodic, or unscheduled activities that cover financial, programmatic, and administrative components.

If a contractor also contracts with organizations or other persons to provide HHSC Children's Autism Program services under the HHSC Children's Autism Program, the contractor must establish and document a process for monitoring its contracts.

The contractor and any of its subcontractors associated with an HHSC Children's Autism Program contract will remedy in a timely manner, any weaknesses, deficiencies or program noncompliance found as a result of a review, audit or investigation, and any performance or fiscal exceptions found by HHSC, the State Auditor's Office, the federal funding agency, their successor agencies, or any of their duly authorized representatives. The remedy can include a refund of disallowed costs or billed amounts or any other appropriate sanctions or penalties deemed necessary by HHSC.

Chapter 9: Reporting Abuse, Exploitation, or Neglect

9.1 Allegations of Abuse, Neglect, or Exploitation

Texas Family Code §261.101 requires a professional person who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person to immediately (within 48 hours) report the suspected abuse.

The Texas Human Resources Code §48.051 requires a professional person to make a report if there is cause to believe that a person age 65 or older or an adult with a mental illness or intellectual disability is being abused, neglected, or exploited.

Any HHSC contractor is considered to be a professional and is legally bound to report.

9.2 Reporting and Documenting Allegations of Abuse, Neglect, or Exploitation

To report allegations of abuse, neglect, or exploitation, the person who has cause to believe that abuse, neglect, or exploitation has occurred:

1. immediately contacts law enforcement if the incident is a threat to health or safety;
2. immediately reports the incident to the appropriate investigatory agency, as listed in 36.7.3.2, Reporting to Investigatory Agencies;
3. documents which investigatory agency was contacted, including the reference number provided by the investigatory agency; and
4. notifies his or her manager or supervisor and the appropriate HHSC Children's Autism Program contract manager of the allegation.

If a licensed or certified professional is involved as an alleged perpetrator, the information shall also be report to the appropriate professional licensure agency.

ATTACHMENTS

Attachment 1: Family Cost Share Attestation Worksheet

Children's Autism Program Family Cost Share Attestation Worksheet				
Instructions to Contractors: If the family has an income tax return, use the adjusted gross income to determine the cost share. If the family does not have an income tax return, complete this form with the family to determine the annual income and deductions for the family. The parent or guardian of the child must sign the form attesting to the contractor that the information they provided on this form is correct.				
Gross Income for the Year				
Total the monthly income received by the individuals included in the family size, from whatever source, that is considered income by the Internal Revenue Service before federal allowable deductions are applied. Multiply the monthly income by 12 to come up with the annual gross income. A copy of the family's paycheck stubs or other forms of documentation need to be submitted with this form to confirm gross income reported.				
Income Type	Parent 1	Parent 2	Child and Other Dependent(s)	Total
Wages, salaries, tips				\$
Self-employment income				\$
Unearned income such as retirement benefits or child support				\$
Unemployment benefits				\$
Dividends and interest				\$
Other: SSI or other disability income such as Social Security due to disability or Veteran's disability is not countable income but make note that the family receives it.				\$ 0 (not countable)
Grand Total				\$

Allowable Deductions				
Allowable deductions include expenses not covered by insurance. The deductions must be recurring during the service period and may be medical or dental expenses to alleviate or prevent a physical or mental defect or illness. The costs limited to the following expenses: diagnosis, cure, alleviation, treatment, or prevention of disease; treatment of any affected body part or function; legal medical services delivered by physicians, surgeons, dentists, and other medical practitioners; medication, medical supplies, and diagnostic devices; and transportation to receive medical or dental care.				
Allowable Deduction Type	Parent 1	Parent 2	Child and Other Dependent(s)	Total
Medical or dental expenses not covered by insurance (as determined by the above criteria)				\$
Co-pays, co-insurance, and deductibles				\$
Medical or dental debt that is being paid on an established payment plan				\$
Childcare and respite expenses				\$
Costs and fees associated with the adoption of a child				\$
Court-ordered child support payments for children who were not counted as family members or dependents in calculating the adjusted income and family cost share amount				\$
Grand Total				\$

Adjusted Income (used to determine Family Cost Share)								
Gross Income	\$		- Allowable Deductions	\$		= Adjusted Income	\$	

I attest the information included on this form is correct.

Parent (or guardian) signature: _____ Date: _____

Attachment 2: Key Personnel

KEY PERSONNEL	
Title	Name
Program Manager	<i>To be hired</i>
Behavior Analyst II	

Key Personnel: Minimum Qualifications and Services Performed

Job Title - Program Manager: Minimum Qualifications:

- Must have a master's or doctoral degree from an accredited institution of higher education in psychology, behavior analysis, or a related field;
- Must have documented graduate-level coursework in behavioral assessment and intervention, selecting outcomes and strategies, behavior change procedures, experimental methods, and measuring and interpreting behavioral data;
- Must have at least one year of experience in providing services to children 3 through 15 years of age with diagnoses on the autism spectrum;
- Must have knowledge of typical child development for children 3 through 15 years of age; and
- Must have a BCBA or BCBA-D certification.

Services to be performed under this contract may include:

- Ensuring the overall quality of day-to-day service delivery
- Providing clinical consultation to staff
- Participating in decisions regarding the admission and/or discharging of individual children to and from the program
- Clinical review of all behavioral intervention procedures
- Developing staff and parent training curricula
- Conducting staff training
- Conducting parent training
- Developing, implementing, and supervising evidence-based services
- Summarizing and reviewing child outcome data to direct future program development
- Providing feedback on child's progress to the family
- Complying with all notice or reporting requirements under contract
- Performing administrative and other management duties consistent with this job title that are in direct support of the program

Job Title - Behavior Analyst II: Minimum Qualifications:

- A Master's degree from an accredited institution of higher education in psychology, behavior analysis, or related field

- Documented graduate level coursework in behavioral assessment and intervention, selecting outcomes and strategies, behavior change procedures, experimental methods, and measuring and interpreting behavioral data
- Minimum of one year of experience providing services to children on the autism spectrum

Services to be performed under this contract may include:

- Conducting initial skill and behavioral assessments
- Developing and implementing individual treatment programs
- Making treatment plan adjustments
- Providing clinical consultation to staff
- Making case assignments
- Conducting functional analyses
- Monitoring correct implementation of programming and data collection
- Monitoring appropriate staff to child interactions
- Maintaining written records of treatment interventions and responses
- Performing data analysis and reporting
- Selecting intervention outcomes and strategies
- Conducting staff training
- Conducting parent training
- Performing other duties consistent with this job title that are in direct support of the program

Non-Key Personnel: Services Performed

Job Title - Behavior Analyst I - Minimum Qualifications:

- A Bachelor's degree from an accredited institution of higher education in psychology, behavior analysis, education, or related field
- Minimum of six months of experience in providing services to children on the autism spectrum

Services to be performed under this contract may include:

- Assisting the Behavior Analyst II or the Program Manager in supervising the direct delivery of services
- Monitoring the implementation of services
- Performing data analysis and reporting
- Performing other duties consistent with this job title that are in direct support of the program
- Performing services listed under Autism Tech below

Job Title - Autism Tech Minimum Qualifications:

- All staff members who provide direct services to children must at a minimum:
- have a high school diploma and;

- be 18 years of age.

Services to be performed under this contract may include:

- Implementing individualized treatment programs
- Collecting and summarizing data related to the child's progress
- Performing pre/post treatment sessions activities
- Conducting preference assessments
- Participating in training and staff development activities
- Ensuring the child's safety and care
- Modeling correct behavioral and skill training interventions for parents
- Maintaining and creating training materials
- Providing feedback on child's progress to Behavior Analysts
- Communicating daily session information to the child's caretaker
- Performing other duties consistent with this job title that are in direct support of the program.