

3.01 Enrollment and Termination of Providers			
Domain	Purchasing Services, ACH Behavior Support and Management		
Effective	June 01, 2014	Revision Dates	1-2018, 12-2019, 2-2022, 6-2022, 11-2022, 4-2024
Documents	Network Provider Application, SSCC Provider Services Agreement & Addendums, Family Services Provider Services Agreement & Addendums		
Reference	OCOK Provider Manual, ACH Child and Family Services Policy – Service Modalities and Interventions, COA NET 2.04 (b), NET 9, NET 9.01, NET 10, NET 10.01 (a) (b), NET 10.02 (a) (b), NET 10.03 (a) (b) (c) (d), RPM 3, RPM 6, RPM 6.01 (a) (b) (c), RPM 7.01 (a-b)		

Policy:

ACH Child and Family Services offers a continuum of care with service modalities and interventions that are individualized to each client based on the service plan or program service. The agency will promote a safe and therapeutic environment to keep staff, foster parents and service recipients safe. ACH Child and Family Services will utilize interventions that promote respect, healing and positive behavior. Staff and Foster parents will only utilize approved interventions and restrictive behavior interventions will only be used when less restrictive measures have proven ineffective.

Procedure:

OCOK will establish a Provider Network in order to provide an array of services for DFPS clients. The network services are delivered to Region 3W clients through an integrated Network of Providers with the goal of ensuring optimal access, quality of care, and stakeholder satisfaction.

Residential Providers complete an application on the OCOK website (www.oc-ok.org) expressing a formal interest in providing paid residential services and/or purchased services through the OCOK Provider Network in Region 3W (Cooke, Denton, Erath, Hood, Johnson, Palo Pinto, Parker, Somervell, Tarrant and Wise County) or outside the Region. Applications for General Residential Operations (GRO), Residential Treatment Centers (RTC), and Supervised Independent Living (SIL) programs are sent to OCOK Leadership (i.e., Provider Relations Manager, Director of Intake, Clinical Director, Youth Services Manager, etc.) for their review and follow up. The Director of Quality Improvement and Contracts will consult with the Director of Intake and/or Adoption Supervisor for the need of Child Placing Agency and Adoption Providers when these types of applications are received and will move forward with the contracting process if it is determined that the service is needed.

Family Services Providers complete an application found on the OCOK website (www.oc-ok.org) and emails it to www.familyservicesproviders@oc-ok.org expressing a formal interest in providing Family Services through the OCOK Provider Network in Region 3W (Cooke, Denton, Erath, Hood, Johnson, Palo Pinto, Parker, Somervell, Tarrant and Wise county) or outside the Region. Applications are reviewed by the Director of Quality Improvement and Contracts to determine need for service, and as needed sent to the Director of Network Development for review and follow up.

OCOK uses this information to determine if the Provider is a qualified residential/family services provider and meets the criteria to become a part of the Provider Network with OCOK. The Provider's current standing with DFPS or the state's regulation entity (for out of state Providers) is an important determiner as to the appropriateness of the Provider's entrance into the OCOK Network.

OCOK intends to contract with any Provider in its catchment area who can successfully meet the needs the communities in the region(s). The following procedures ensure the success in enrolling, contracting, and securing the delivery of services to the children and families of Region 3W. HHSC Child Care Regulation Minimum Standards, the Community-Based Care RFP, the SSCC Master Contract and the OCOK's proposal will serve as the primary rule governing the actions of the SSCC and its Provider Services Agreement.

I. Enrollment of Network Providers

Residential Network Providers

A. OCOK will purchase the following services in Region 3W from qualified Providers in the Region(s). If the service is not available in Region 3W it will be purchased outside of Region 3w as needed:

1. Foster Care
2. Adoption
3. Residential Services
4. Supervised Independent Living (SIL)
5. Preparation for Adult Living (PAL)

B. Request for Applications. OCOK recruits and/or contracts with Providers based on anticipated and identified needs of the service population, including needs related to therapeutic services, geographic location, and cultural and linguistic diversity. Prospective Providers must promote continuity of care for Region 3W clients (family connections, service planning, independent living skills, etc.). OCOK will announce any Request for Applications to Providers; this request will be sent out in one or more of the following methods:

1. Email
2. Letter
3. Website announcement (www.oc-ok.org)

C. Providers are able to submit an application. The *Network Provider Application* can be found on the OCOK website (www.oc-ok.org).

D. The application should be completed in its entirety and submitted per the instructions. The following must be turned in with the Application:

Submit/Upload required information:

- Subcontractor Consent Form
- Certificate of Insurance (ACH/OCOK must be the certificate holder, and the limits must be as outlined in the agreement)
- DFPS or state's Monitoring Reports, if available
- CCR or state's licensing body Compliance History Reports
- Financial information –
 - a) A copy of their most recent audited financial statements along with a copy of the auditor's management letter, if available

- b) Financial statements from their most recent fiscal year, if available (Balance Sheet, Income Statement & Statement of Cash Flows)
- c) Most recent interim financial statements for the current year
- o Copy of the facility/program licenses and accreditations

E. OCOK may consider enrolling Providers who have not formerly provided services in the identified specific catchment area. New Providers to Region 3W may contact OCOK at any time to inquire about enrollment opportunities and/or the enrollment process. Inquiries can be emailed to qualityandcontracts@oc-ok.org.

F. Eligibility Criteria. Providers must meet eligibility criteria in order to be considered for a contract with OCOK. Provider eligibility criteria include but is not limited to:

1. Have a current HHSC CCR Residential Child Care License or State License prior to application submission;
2. Currently provide needed services in the OCOK Provider Region(s), if not currently providing services will be evaluated by OCOK to determine possibility of enrollment;
3. Are currently in good standing in the State Comptroller's office and licensing body; and
4. Comply with applicable federal, state, and local laws and regulations.

G. Insurance Requirements.

OCOK will ensure the Network Provider is adequately insured. Provider must submit insurance coverage documentation with the Application and subsequent renewals. SSCC will not execute, or renew, a contract if this documentation is not provided or is found to not meet the insurance requirements.

Automobile Insurance. The required amount of insurance is the greater of the amount required by city, county or state ordinance or regulation, or \$1 million per accident. The Automobile Liability Insurance must include coverage for any automobile, including but not limited to all owned, non-owned, and hired automobiles. The insurance policy must specify either "Any Auto" or symbols "2," "8" and "9".

General Liability Insurance. \$1 million per occurrence and \$2 million aggregate. Such insurance must be written with "broad form" coverage that includes contractual liability. The General Liability Policy must include sexual abuse and molestation coverage to the full policy limit.

Professional Liability Insurance. \$1 million per occurrence and \$2 million aggregate. Sexual Abuse and Molestation coverage, to the full policy limit, must be included in this policy if not included in the General Liability Policy.

The Automobile and General Liability policies shall name ACH Child and Family Services and the Department as "Additional Insured." The General Liability insurance policy shall be primary and non-contributory but only with respect to the liability assumed by Network Provider in Section 8.4 of the Provider Services Agreement. All policies must include a waiver of subrogation. These requirements must be included on the Certificate of Insurance.

Workers' Compensation Insurance or Non-Subscriber program as required by the State of Texas.

The Quality Improvement and Contracts (QI&C) Specialist is responsible for tracking the Provider's insurance coverage and annually verifies a current Certificate of Insurance is on file for the Network Provider.

Family Services Network Providers

- A. OCOK will purchase the following services in Region 3w from qualified Providers in the region(s). If the service is not available in Region 3W it will be purchased outside of Region 3W as needed.

Drug Testing

Substance Abuse - Assessment, Counseling, Therapy

Assessment, Counseling, Therapy (Non-Substance Abuse)

Parent/Caretaker Training

Psychological/Psychiatric Evaluation/Assessment

Permanency Planning Meetings

Camping

Concrete Services

Translator Services

Court Related Services

Supervised Visitation

- B. Providers currently serving the catchment area are able to submit an application via email to www.familyservicesproviders@oc-ok.org, the *Family Services Network Provider Application* can be found on the OCOK website (www.oc-ok.org).

- C. The application should be completed in its entirety and submitted per the instructions. The following must be turned in once the Application is reviewed by the Quality Improvement and Contracts Department and requested from Provider:

Submit required information:

- Subcontractor Consent Form
- Certificate of Insurance (ACH/OCOK must be the holder, and the limits must be as outlined in the agreement)
- Form OCOK PCS-102 Contracting Entity and List of Staff

- D. Insurance Requirements

OCOK will ensure the Network Provider is adequately insured. Provider must submit insurance coverage documentation with the Application and subsequent renewals. SSCC will not execute, or renew, a contract if this documentation is not provided or is found to not meet the insurance requirements.

Coverage must be provided through an insurance company licensed and authorized to do business in the State of Texas with a "B" or higher rating.

1. *All policies and coverage are to be maintained throughout the contract term.*

2. *The required insurance types, endorsements and coverage are:*

a. Commercial General Liability Coverage [TBD via SSCC]

Commercial General Liability Insurance or equivalent insurance coverage including but not limited to liability with a minimum coverage of three-hundred thousand dollars (\$300,000) for each occurrence, and six-hundred thousand dollars (\$600,000) aggregate limit.

b. Crime Policy

Commercial Crime Policy Insurance or equivalent insurance coverage to cover losses from fraudulent and dishonest acts with:

- i. Minimum coverage of twenty-five thousand (\$25,000) for each occurrence; and*
- ii. A third-party endorsement and an employee dishonesty endorsement or equivalent.*

c. Professional Liability

Professional Liability Insurance or equivalent insurance coverage including but not limited to liability with a minimum coverage of three-hundred thousand dollars (\$300,000) for each occurrence, and six-hundred thousand dollars (\$600,000) aggregate limit.

- E. OCOK may consider enrolling Providers who have not formerly provided services in the identified specific catchment area. New Providers to Region 3W may contact OCOK at any time to inquire about enrollment opportunities and/or the enrollment process. Inquiries can be emailed to qualityandcontracts@oc-ok.org.

II. Provider Selection & Review Process

- A. The Provider must complete a Network Provider Application and submit as described above. The Applicant must provide full, accurate, and complete information as required by the solicitation. As part of the review process, OCOK staff may validate any aspect of the application for enrollment. Validation may consist of an on-site visit, review of records, and confirmation of the information submitted by the Applicant with the Applicant and third parties (other SSCCs, DFPS, regulatory and licensing body, etc.).
- B. The documentation submitted with the Network Provider Application is reviewed by the Director of Quality Improvement and Contracts.
 - 1. Applications for GRO, RTC, and SIL programs are sent to OCOK Leadership (i.e., Provider Relations Manager, Director of Intake, Clinical Director, Youth Services Manager, etc.) for their review and follow up.
 - 2. The Director of Quality Improvement and Contracts will consult with the Director of Intake and/or Adoption Supervisor for the need of Child Placing Agency and Adoption Providers when these types of applications are received and will move forward with the contracting process if it is determined that the service is needed.
 - 3. The Provider Relations Manager or designee will be responsible for following up on all GRO and RTC Network Provider Applications within 10-15 business days of application receipt, and to set up a meeting or site-visit to discuss the Applicant's program/facility and OCOK's need for service.
 - 4. The Youth Services Manager or designee will be responsible for following up on all SIL Network Provider Applications within 10-15 business days of application receipt, and to set up a meeting or site-visit to discuss the Applicant's program/facility and OCOK's need for service.
 - 5. The Provider Relations Manager or designee will consult with the Director of Intake and OCOK Leadership for approval to move forward with the contracting process of GRO and RTC Applicants. Once this is decided, the Provider Relations Manager or designee will notify the Director of Quality Improvement and Contracts if OCOK would like to engage the Applicant Provider in the contracting process or not. The Provider Relations Manager or designee will also

notify the Applicant Provider of OCOK's decision to move forward in the contracting process or not.

6. The Youth Services Manager or designee will consult with the PAL Supervisor for approval to move forward with the contracting process of SIL Applicants. Once this is decided, the Youth Services Manager or designee will notify the Director of Quality Improvement and Contracts if OCOK would like to engage the Applicant Provider in the contracting process or not. The Youth Services Manager or designee will also notify the Applicant Provider of OCOK's decision to move forward in the contracting process or not.
7. The Applicant is then assigned to a Quality Improvement and Contracts Specialist in order to start the contracting process.

All Applicants will be evaluated based on:

1. Network Provider Application
2. Policies and Procedures
3. Services to be provided
4. Compliance history (HHSC CCR or state's licensing, other SSCCs, DFPS)
5. Financial stability
6. Community/OCOK need
7. Current license and accreditations
8. Impact the applying Provider may have on continuity of care for Region 3W clients

C. Establishing a Contract

1. OCOK estimates that the enrollment process for establishing a contract for services shall not take more than 30 to 45 days from the date of application submission to OCOK to the execution of a contract.
2. These times will vary due to a variety of circumstances to include the Network Provider's ability to submit the required documentation in a timely manner; however, OCOK will make its best effort to meet or exceed this timeframe. OCOK has provided this estimate to Applicants for informational purposes only and makes no promise or guarantee as to the length of time of any contracting process.

D. Non-Responsive Applications

An application will be considered non-responsive and will not be considered further when any of the following conditions occur:

1. The Application is not entirely completed and/or signed;
2. The Applicant fails to meet major application specifications, including:
 - a. The Applicant fails to submit the required application, supporting documentation, or forms;
 - b. The Applicant does not accept the payment rate established by the Provider Services Agreement;
 - c. The Applicant does not hold a current license.; and
3. The Applicant fails to respond to OCOK's efforts to complete the contracting process.

E. Decision to Contract

1. The Applicant will be notified via electronic mail by the assigned Quality Improvement and Contracts Specialist if the application process has been completed and if any further

information/documentation needs to be submitted as part of the contracting process in order to be considered as a Network Provider;

2. Once the SSCC Provider Services Agreement is executed by the ACH Child and Family Services Chief Executive Officer or designee, it is sent to DFPS for final approval, along any other required documents, and for the Applicant to be added to the OCOK Network;
3. The COO and the Director of Intake make the final decision to move forward with contracting with a Residential Provider based on the documentation gathered in reference to the Applicant's compliance history and OCOK's need for service. They review any compliance history and DSI reports available to OCOK before making the final decision.
4. Once DFPS acknowledges via electronic mail that the Applicant has been added to the Network, the Applicant then will be notified of its acceptance via electronic mail;
5. The Provider Relations Manager or designee will notify Applicants if not accepted in the Network via electronic mail within 45 days of submission of the application;
6. Applicants not accepted in the Network can submit further information about their program and services to the Provider Relations Manager/Youth Services Manager and to the Director of Intake for further review of the information;
7. OCOK reserves the right to make the decision to contract with Providers based on need, experience, and success of the Applicant's program;
8. If an Applicant is not satisfied with the decision, it will then go up the chain of command to the OCOK Chief Operations Officer (COO), and if the Applicant is not satisfied with the decision of the OCOK COO the Applicant can take the information to the ACH Child and Family Services Chief Executive Officer for further review of the information and final decision; and
9. OCOK will announce via its website if an open enrollment is taking place for any residential and purchased services needed.

III. Term, Decision to Terminate, and Termination

Residential Network Providers - Provider Services Agreement:

1. **Term.** The term of this Agreement shall be one year from the Effective Date. The "Effective Date" is the date this Agreement is executed by SSCC as set forth on the signature page. This Agreement shall be automatically renewed for up to four successive one-year periods unless either party shall give notice of termination 60 days prior to the last day of any term.
2. **Termination with Notice.** Either party may terminate this Agreement with or without cause for any reason upon 60 days written notice. To the extent Provider does not provide the full range of contracted Services during the 60-day period, Provider shall receive payments in proportion to the Services provided, with appropriate documentation, and in accordance with the requirements of the Provider Manual and this Agreement. Upon termination of this Agreement, Provider shall, on or before the effective date for said termination return to SSCC all records and other property of SSCC then in Provider's possession, or otherwise under Provider's direction or control. All case records, charts, and files shall be and remain property of SSCC.
3. **Termination upon Breach.** In the event either party gives written notice to the other

that such other party has substantially and materially breached the terms of this Agreement, and such breach shall not have been cured within 30 calendar days of the giving of such notice, the party giving such notice shall have the right to terminate this Agreement at any time thereafter upon written notice of such termination to the other party. In lieu of curing the breach, SSCC, at its option, may accept a corrective action plan from Provider. The corrective action plan may include financial penalties as per the Master Contract and this Agreement. Upon termination of this Agreement, Provider shall, on or before the effective date for said termination return to SSCC all records and other property of SSCC then in Provider's possession, or otherwise under Provider's direction or control. All case records, charts, and files shall be and remain the property of SSCC.

- 4. Automatic Termination.** This Agreement may be terminated at any time by SSCC, upon the occurrence of one or more of the following events:
- i. The Master Contract is terminated for any reason, or the funding received by SSCC from the Department for the Services is terminated for any reason.
 - ii. Provider is suspended, becomes disqualified from, or loses its license or certification to provide the Services, or otherwise is subject to disciplinary action that materially adversely affects Provider's ability Provider to perform the Services under this Agreement.
 - iii. Provider or Staff are determined by a court to be negligent with respect to or caused harm to a Child.
 - iv. Provider or its officers or directors are convicted of or plead "guilty," "no contest," or otherwise admits to, any crime involving a corrupt act or practice or any felony offense.
 - v. Provider fails to achieve the outcomes and performance standards required in accordance with the terms and provisions of this Agreement and the Provider Manual.
 - vi. Provider (i) makes an assignment for the benefit of creditors, (ii) files a voluntary petition in bankruptcy, (iii) is adjudicated bankrupt or insolvent or has entered against it an order for any relief in any bankruptcy or insolvency proceedings, or (iv) has an involuntary petition in bankruptcy or similar proceeding filed against it which has not been dismissed within 120 days after commencement thereof.
 - vii. No placement activity for more than 12 consecutive months or 12 months within a fiscal year. Once the Provider is notified of the contract termination the Provider can decide to become inactive if they would like to pursue placements in the future at which time, they will need to meet OCOK requirements as a Network Provider.
 - viii. Upon termination of this Agreement, Provider shall, on or before the effective date for said termination return to SSCC all equipment, records, and other property of SSCC then in Provider's possession, or otherwise under Provider's direction or control. All case records, charts, and files shall be and remain the property of SSCC.
 - ix. Upon Notification of termination by either party, SSCC will develop and execute

a case transition plan, with which case transition plan Provider will participate and cooperate, to ensure seamless delivery of Services to all Qualified Individuals.

5. Payment by SSCC upon Termination.

- i. Within 30 days of termination of this Agreement for any reason, the Provider shall submit to SSCC an itemized invoice for any fees and other sums due under this Agreement. SSCC shall pay to Provider accrued but unpaid compensation through the date of termination. Such payment shall be in full and complete discharge of any and all liabilities or obligations of SSCC to the Provider under this Agreement and Provider shall be entitled to no further benefits under this Agreement. Any amounts owing to SSCC from Provider may be offset from this payment.
- ii. To the extent Provider continues to provide pre-approved by SSCC post-termination Services, Provider shall receive post-termination payments in proportion to the Services provided and in accordance with the requirements of this Agreement.

6. Effect of Termination. Upon termination of this Agreement, neither party shall have any further obligation hereunder except for (i) obligation accruing prior to the date of termination, and (ii) obligations or covenants contained herein that are expressly intended to extend beyond the term of this Agreement, including, without limitation, covenants relating to confidentiality, indemnification, and non-compliance. Notwithstanding the foregoing, if this Agreement is terminated for any reason, Provider shall use best efforts and fully cooperate with SSCC to ensure an orderly and smooth transition of the Services.

Family Services Network Providers - Provider Services Agreement:

Termination Clauses - With & Without Cause

As long as the SSCC is awarded a Community-Based Contract in the region the SSCC retains any and all rights to terminate this contract both “with” and “without” cause. The Parties agree that this contract can terminate after 90-days provided both parties mutually agree (bilateral agreement) to terminate, and the agreement is without cause. The 90-day period will begin to run after the bilateral notice is served upon each party. This contract can be terminated by the SSCC for cause after the expiration of 30-days following the service of notice upon the PROVIDER. Cause is to be at the sole discretion of the SSCC.

For the current above-mentioned clauses must refer to the current Provider Services Agreement in place for Residential and Family Services Network Providers.

Termination Process

If for any reason a Network Provider terminates their OCOK contract or OCOK terminates a Network Provider’s contract, OCOK will immediately set up a transition planning meeting with the Provider to outline the following transition activities and responsibilities:

1. Determine transition timeframes ensuring sufficient time to complete transition activities.

2. Determine service provision plans during and after transition ensuring no gaps in service planning, service provision and supervision of the home/children.
3. Outline communication plans for notification to CPS, affected homes, child service providers, stakeholders, etc.
4. Outline the Provider and OCOK's role in assisting any homes that would like to transfer to another agency within the Network.
5. Determine if any homes are choosing to close. If so, OCOK will set up staffings with the Permanency Specialist on each child's case to determine the child's Permanency Plans and assess the need/appropriateness of subsequent placement.
6. Determination of OCOK's monitoring/oversight of transition activities including any direct support/supervision of the homes/children needed and any on-going transition plan review meetings.

OCOK will copy the CBC Contract Administration Manager in communications with the Provider about the Contract Termination Notification. The OCOK COO and the Director of Intake will be in close contact with the CPS CBC Administrator until the Provider is completely closed/inactive in the OCOK Network for coordination of subsequent placements and/or home transfers, if necessary.

The Director of Quality Improvement and Contracts will notify the OCOK CBC Contract Administration Manager when a Network Provider is terminated in the OCOK Network within five (5) business days of termination.

On a monthly basis, by the end of each month, the Director of Quality Improvement and Contracts will send a Termination Report to DFPS and to the CBC Contract Administrator Manager where all terminated contracts for the month are listed.