

**THE GULF COAST CENTER
AND
(PROVIDER'S NAME)**

RESPITE AND COMMUNITY SUPPORT SERVICES AGREEMENT

This Agreement (Agreement) is entered into by and between **The Gulf Coast Center** (Local Authority), a community center created by Texas Health and Safety Code, Chapter 534 and designated by the Texas Department of Aging and Disability Services (DADS) as a mental retardation authority under Texas Health and Safety Code Section 533.035, and _____(Provider), whose address is _____, TX _____, and whose taxpayer identification number _____, for the purpose of providing respite and community support to individuals receiving services from The Gulf Coast Center.

In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Local Authority and Provider agree as follows:

I.

Provider's Obligations

1. Description of Services:

A. Community Support Services – Services provided to assist the individual to participate in age appropriate community activities and services. The services include provision of assistance, training and support necessary for the individual to complete personal care, health maintenance, independent living tasks, and retain and improve daily living skills.

Assessments, services and activities focus on the individual and involve specific skill training. The training, services, and activities must correspond to a personal outcome measure specified on the individual's Person Directed Plan. Services are developed on an individual client basis and may include:

1. Provide face-to-face contact with the individual
2. Direct personal assistance with activities of daily living (grooming, eating, bathing, dressing, and personal hygiene) and independent living tasks
3. Assistance with meal planning and preparation
4. Assistance with housekeeping
5. Assistance with ambulation and mobility
6. Supervision of client safety and security
7. Participation in leisure activities and development of socially valued behaviors and of daily living and independent living skills
8. Assistance with acquiring, retaining and/or improving self-help, socialization skills, and adaptive skills necessary to reside successfully in home and community-based settings
9. Age-appropriate activities that enhance self-esteem and maximize functional level

10. Provide progress notes on a weekly basis that include all documentation requirements as per Gulf Coast Center Guidelines. Outstanding progress notes for the month shall be submitted within five days following the end of the month.

B. Respite – Services provided in/away from the individual’s residence to relieve other family members or primary care providers of their responsibilities for providing care on a temporary basis for short periods of time. The primary care providers may or may not remain in the home during respite services. Respite may be provided during crisis resulting from specific events or on a regularly scheduled basis. For example, respite might be provided while a parent is recovering from an illness on a Saturday to allow other family members to shop, rest, or participate in events the respite participant does not enjoy, or at a time when the respite participant indicates a need for a break in the usual routine. Duration of this service may be for part of one day or for several consecutive days.

The Provider will give respite assistance which may include:

1. Provide face-to-face contact with the individual
2. Direct personal assistance with activities of daily living (grooming, eating, bathing, dressing, and personal hygiene)
3. Assistance with meal planning and preparation
4. Assistance with housekeeping
5. Assistance with ambulation and mobility
6. Supervision of the individual’s safety and security
7. Provide progress notes on a weekly basis that include all documentation requirements as per Gulf Coast Center Guidelines. Outstanding progress notes for the month shall be submitted within seven days following the end of the month.

C. Transportation – Transportation of an individual by Provider in Provider’s vehicle to an authorized Community Support service occurring away from the individual’s residence. Such transportation must be authorized in advance and be directly related to the goal as identified on the Individual Plan of Care. For example, transportation to a community store where training regarding grocery shopping are conducted. Transportation log must be completed as per Gulf Coast Center billing guidelines.

2. Proof of Address. Provider shall provide proof of address that shows that the Provider’s current street address is different from the client’s current street address. Acceptable proof includes a copy of Texas driver’s license/ identification card and/or a copy of an electric/water/telephone bill. (Reference: Gulf Coast Center program billing guidelines).

3. Compliance. The Local Authority reserves the right to observe all applicable laws, rules, policies and procedures. Provider shall provide services in compliance with all applicable local, state and federal laws, rules and regulations now in effect or that become effective during the term of this agreement.

4. Non-Discrimination. Provider will ensure that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from

participation in, be denied the benefits of, or be subjected to discrimination under any of the policies of the Board of Texas Department of Aging and Disability Services or the policies of the Local Authority's Board of Trustees.

5. Confidentiality. Provider must maintain the confidentiality of information received during the performance of this agreement, including information which discloses confidential personal information or identifies any person served by Local Authority, in accordance with applicable federal and state laws and Local Authority and DADS rules.

Provider agrees to follow, undertake, or institute appropriate procedures of safeguarding client information, if any, with particular reference to client identifying information. The term "client identifying information" includes, but is not limited to, a client's medical record, graphs or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc.; any acknowledgment that a person is or has been a client of the facility, center, or other designated provider; and protective health information (PHI) as such term is defined by the federal Health Insurance Portability and Accountability Act (HIPAA), as amended. Provider agrees to comply with HIPAA and all regulations promulgated thereunder, including, but not limited to, all provisions governing the use and disclosure of PHI.

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

Provider agrees to maintain documentation of and information related to its uses and disclosures of protected health information to permit Authority to provide an accounting of disclosures as prescribed by 45 CFR §164.528.;

6. Access. Provider must permit representatives and agents of Local Authority to have access to records, data and other information pertinent to this agreement under the control of Provider as necessary to enable Local Authority to audit, monitor and review all financial activities and services associated with Local Authority or Department funds.

7. Certification of Child Support Payment Obligor. Under Section 231.006 (Texas Family Code relating to child support), Provider certifies that she is not ineligible to receive the payments specified in this agreement and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate.

8. Conviction Disclosure. Provider certifies that he/she has not been convicted of any crime related to any state or federally funded program.

9. Reporting Requirements. Provider must report to the Texas Department of Family and Protective Services (TDFPS) Abuse, Neglect and Exploitation Investigator by telephone any suspicion, knowledge, or allegation of abuse, neglect or exploitation of any person served by Local Authority. Such reports must be made immediately, if possible, but in no case not more than one hour after incident, as required by Title 25, TAC, Chapter 414, Subchapter L (relating

to Client Abuse, Neglect, and Exploitation in Local Authorities and Community Centers).
Currently in the Respite only contract

9. Reporting Requirements for Rights Violations, Abuse and Neglect; and Deaths. Provider must report to the Texas Department of Family and Protective Services (TDFPS) Abuse, Neglect and Exploitation Investigator by telephone any suspicion, knowledge, or allegation of abuse, neglect or exploitation of any person served by Local Authority. Such reports must be made immediately, if possible, but in no case not more than one hour after incident, as required by Title 25, TAC, Chapter 414, Subchapter L (relating to Client Abuse, Neglect, and Exploitation in Local Authorities and Community Centers)

Provider must report by telephone to the Local Authority's Client Rights Officer (at 888-839-3229 or 409-763-2373) **and** TDFPS (1-800-647-7418) allegations of abuse, neglect, and exploitation in compliance with federal and state law, and Authority policies and procedures. Reporting to the Authority's Client Rights officer shall include those allegations, confirmed or otherwise, which effects all individuals being served by the Provider whether under this Agreement or not. Provider shall further notify the Local Authority of any action taken against any of Provider's employees accused of abuse, neglect, or exploitation of persons served by the Local Authority.

Provider must immediately report/notify to the Local Authority's Contract Monitor (at (409) 944-4449) of an individual's death as soon as Provider becomes aware. In the event an investigation is necessary, Provider shall cooperate full with any investigation of the death.

10. Training. Provider agrees to and must complete all training required by the Local Authority. Provider may obtain required training from sources other than Local Authority, however, Local Authority must review and approve materials used to insure that DADS standards are met through the training. Provider will be responsible for any expenses incurred for training. Required trainings will include Rights/ Abuse & Neglect and HIPAA. Additional trainings such as First Aid and CPR will be determined based on individuals behavioral or health/medical needs.

II. Local Authority's Obligations

1. Payment. Local Authority will reimburse Provider for Community Support Services the amount of \$ 13.00 (per hour the monthly max hrs per month, unless otherwise approved by provider services contract monitor until the IPC year ending _____). The maximum amount for this service shall not exceed budgeted plan dollars.

Respite

Funding Source: General Revenue

Base level **\$10.00/hr**

In the event it is identified in the plan that the individual has needs beyond base level respite care the following reimbursements will be utilized when applicable.

Medical /Behavioral need \$15.00/hr

Medical/Behavioral (Intense– at risk)To be determined case by case

Respite Billing/progress notes will be submitted to Local Authority's IDD Provider Services Department at The Gulf Coast Center, 7000 avenue B Santa Fe Tx 77510, no later than the 18th of the month for services delivered from the 1st thru the 15th of that same month and no later than the 5th day of the following month for services delivered from the 16th thru the 30th. *For example, an individual receives respite on February 11th, the provider must submit progress notes and other required documentation by Feb 18th in order to obtain reimbursement on the first of the month. For an individual that receives respite or community support on February 17th, the provider must submit progress notes and other required documentation by March 5th in order to obtain reimbursement on the 15th of the month. All previous months billing notes with required signatures and have their current training/and other required documentation, will be reimbursed on the 15th of the month. It is the responsibility of the provider to insure billing documentation is signed by individual and/or family member and forwarded to IDD Provider Services for payment. In difficult circumstance, a provider may fax copies of the unsigned billing log to IDD provider services; **however, those copies without a signature received after the 14 of the month will not be reimbursed.** Faxed billing copies with a signature received on or before the 14, will not be submitted for payment until the originals billing sheets are received.*

Time logs for respite services shall be submitted on a bi - monthly basis. Progress notes for community support services shall be submitted weekly as specified elsewhere in this agreement.

Provider will accept payment received from Local Authority in accordance with applicable rules as payment in full for services provided pursuant to this Agreement. Provider will not submit a claim or bill or collect compensation from any Individual receiving services or his/her LAR.

Local Authority will reimburse Provider within ten (10) working days after receipt of a time log and progress notes submitted by Provider to Local Authority. Such time log and progress notes shall be submitted to Local Authority's IDD Provider Services Department at Lone Oak Ranch 7000 Ave B Santa Fe TX 77510. Payment will be made only based on an approved time log and progress notes that meet the Local Authority's billing guideline requirements.

2. **Dispute Resolution.** In the event a dispute arises between the parties involving the provision or interpretation of any term or condition of this Agreement, and both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a dispute resolution panel composed of at least three persons selected by the Authority's Executive Director or his designee and adhere to the following steps:

- (a) At least one member of the panel must be an employee or designee of the Provider, at least one member must be an employee of the Authority and at least one member must be an employee from another Network Provider.
- (b) The panel shall hold a conference, which may be recorded, within the time period specified by the Authority's Executive Director or his designee.
- (c) The panel shall make written recommendations concerning the resolution of the dispute based upon information presented by the Authority and Provider.
- (d) The recommendation shall be submitted to the Provider within the specified time frame.

- (e) The Authority's Executive Director or his designee serves as the final authority in the resolution process and may accept or reject all or part of the panel's recommendations.
- (f) Provider shall be notified of the Authority's Executive Director or his designee's final determination in writing.

3. Individual Appeals and Complaints. Provider agrees to abide by, and cooperate with, Authority's complaint, grievance, and appeal processes maintained fairly and expeditiously to resolve an Individual's and/or Provider's concerns pertaining to any service provided by Provider and/or to allow an Individual or Provider to appeal a determination that a service was not authorized. Provider agrees to cooperate with and participate in Authority's procedures and those of other Payors, to resolve any complaints by Individuals regarding Provider's services. Provider agrees to inform in writing Individuals served by the Provider of the right to file a complaint regarding Provider in accordance with Local Authority's complaint process. Provider agrees to take such corrective action as required by Local Authority to resolve any complaint related to its provision of services pursuant to this Agreement.

- Individual(s) can initiate complaints via the Authority's Client Rights Officer or his/her service coordinator.

III.

Independent Contractor

It is the intent of Local Authority and Provider that Provider is an independent provider and not an employee of Local Authority for any purpose. Provider and Local Authority understand and agree that (a) Local Authority will not withhold or pay on behalf of Provider any sums for income tax, unemployment insurance, social security, or any other withholding, or make available to Provider any of the benefits, including workers' compensation insurance coverage, afforded to employees of Local Authority; (b) all such withholdings, payments and benefits, if any, are the sole responsibility of Provider; and (c) Provider must indemnify and hold harmless Local Authority from any damages or liability, including attorneys' fees and legal expenses, incurred by Local Authority with respect to such payments, withholdings, and benefits.

In the event the Internal Revenue Service should question or challenge Provider's independent contractor status, the parties mutually agree that all parties to this Agreement will have the right to participate in any discussion or negotiation occurring with the Internal Revenue Service.

IV.

Insurance

1. Provider agrees to maintain and to cause his/her personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of his/her personnel, policies of general, professional, automobile liability insurance coverage in order to insure Provider and Local Authority against any claim for damages arising in connection with Provider's responsibilities or the responsibilities of Provider's personnel under this Agreement.

- (a) Provider also agrees to maintain insurance, sufficient to meet state law, on all vehicles used to transport clients served by the Contractor.
 - (b) Provider further agrees to carry adequate insurance, including reasonable liability coverage, for any structures used in serving clients pursuant to this Agreement.
2. Provider shall furnish copies of all the above-described insurance policies and a certificate of insurance to the Local Authority upon execution of this agreement. All such insurance shall be secured and maintained with an insurance company, or companies, satisfactory to the Local Authority and shall name the Local Authority as an additional insured. The Local Authority shall withhold payments under the terms of this Agreement until the Provider furnishes the Local Authority copies of all such policies and a certificate of insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect. Provider shall give the Local Authority thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.

V.

Indemnification

Provider hereby agrees to indemnify and hold harmless Local Authority, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of Provider, its board, employees, or agents, if any, whether occurring during the performance or execution of this contract.

VI.

Miscellaneous

1. **Term.** The term of this agreement will begin _____ and end on _____ unless otherwise terminated.
2. **Termination of Agreement.** This agreement shall remain in effect until terminated by either party with a thirty (30) day written notice prior to any cancellation. Such written notice shall be mailed at the address designated under **Notice**. The Provider must state therein the reasons for such cancellation.

Following written notification of intent to terminate and until the agreed upon date of termination, Provider will continue to have the responsibility to provide services under this agreement and Local Authority will continue to have the responsibility to pay for the services in the manner specified in this agreement.

This agreement may be terminated immediately by Local Authority when the life, health, welfare, or safety of individuals served is endangered or could be endangered either directly or through Provider's willful or negligent discharge of its duties under this agreement.

The Local Authority and Provider may mutually agree to termination of this agreement at any time.

3. Amendments. This agreement may only be amended by written agreement between Provider and Local Authority.

4. Severability. In the event any provision of this agreement becomes unenforceable or void, such shall not invalidate any other provision of this agreement.

5. Assignability. No assignment of this agreement or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.

6. Entire Agreement. This agreement constitutes the entire agreement of the parties and supersedes any prior understanding or oral or written agreements between Local Authority and Provider on the matters contained herein.

7. Provider Relations. All Provider questions, issues, and comments regarding the management of this Agreement shall be directed to:

Barry Kusnerik
The Gulf Coast Center
7000 Ave. B
Santa Fe, TX 77510
(409) 944-4449

8. Notice. Except as expressly provided herein, any notice required or permitted to be given under this agreement must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

If to the Authority:

Michael Winburn
The Gulf Coast Center
123 Rosenberg, Sixth Floor
Galveston, TX 77550
(409) 763-2373

If to Provider:

(____)_____

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Galveston County, Texas.

10. Captions. The captions contained herein are for reference purposes only and do not affect the meaning of this contract.

The parties have executed this agreement on the dates set forth below their signatures.

PROVIDER'S NAME

THE GULF COAST CENTER

Provider's name
Provider
Date: _____

G. Michael Winburn
Executive Director
Date: _____

I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE GULF COAST CENTER IN OPEN MEETING ON THE ____ DAY OF _____.

Ronda Wilson
Secretary to the Board of Trustees