



TEXAS
Health and Human
Services



Children's Autism Program (CAP) Policy Manual

May 2023

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Section 1000, Contact Information and Purpose of Manual

1100: Contact Information

Mailing Address

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Austin, TX 78714-9030

Phone

800-222-3986, Ext. 4385356 (toll-free)
8 a.m. to 5 p.m.
Central Time Monday through Friday

Austin Phone No.

512-438-5356

Email

Childrens.Autism.Program@hhs.texas.gov

Websites

[Children's Autism Program \(CAP\)](#)

[Children's Autism Program Resources for Autism Contractors](#)

[CAP Contractor Portal on SharePoint](#)

1200: Purpose of Manual

The Texas Health and Human Services Commission (HHSC) Children's Autism Program (CAP) Policy Manual is a guide for contractors who provide Applied Behavior Analysis (ABA) therapy to children 3 through 15 years of age with an autism spectrum disorder. The policy manual is structured to provide contractor staff with information needed to comply with program statute, policy, and rules.

Federal and state laws related to reporting abuse, operation of health facilities, professional practice, insurance coverage, and similar topics also impact primary health care services. The contractor's awareness and compliance are required.

Section 2000, Program Authorization, Services and Definitions

2100: Program Authorization and Services

Children's Autism Program Background

According to the [Centers for Disease Control \(CDC\) and Prevention](#), autism spectrum disorder (ASD) is a developmental disability, affecting an estimated one out of 44 children in the United States. With this number growing at a significant rate, there continues to be an unmet need for services.

The Children's Autism Program champions excellence in the delivery of services for families of children with autism. The program helps improve the quality of life for children on the autism spectrum and their families.

Focused ABA treatment is targeted to address a few specific outcomes instead of all developmental needs of the child. It is particularly useful when children have challenging behaviors and when improvements in social and adaptive skills are sought. Focused ABA treatment is used to target specific behaviors. The treatment might be to:

- Minimize a challenging behavior; or
- Maximize a social or adaptive skill in a specific area.

A trained therapist provides treatment on the specific behavior. The level and intensity of treatment should be driven by the child's needs. Since the therapist is focusing on specifically defined behavior, the treatment period is shorter. The treatment through the HHSC Children's Autism Program is limited to 180 hours within a 12-month period. The length of treatments received is limited to a maximum of 720 hours before the child's 16th birthday.

Participation in parent training is required and part of a billable service. Attendance for the child and the parents must be maintained at 85 percent of scheduled treatment.

Statute

HHSC operates the Children's Autism Program pursuant to the Human Resources Code, Section 117.082.

Rules

The state rules for CAP services in Texas can be found in:

- The Texas Administrative Code, Title 26, Health and Human Services, Part 1, Texas Health and Human Services Commission, [Chapter 358, Children's Autism Program](#), which covers the general rules, eligibility, enrollment, services provided, program rights and complaint process, cost share, etc.
- The Human Resources Code, Title 7, Rehabilitation of Individuals with Disabilities, [Chapter 114, Autism and Pervasive Developmental Disorders](#), and Chapter 117, Department of Assistive and Rehabilitative Services, [Section 117.082, Children's Autism Program](#)
- Government Code, [Section 531.0011](#), which covers definitions, staff qualifications, background checks, etc.

Funding Sources

CAP services are funded by State General Revenue. CAP funds are allocated through a competitive application process, after which, selected applicants negotiate contracts with HHSC to provide services. Services are provided through local community agencies and organizations that provide applied behavioral analysis and other positive behavior support strategies.

2200: Definitions

The following words and terms, when used in this manual, have the following meanings:

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 (AGI) – 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.

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 – 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.

Client – An individual who has applied for or is receiving the Children's Autism Program services that are referred to within this policy manual.

Co-insurance – The percentage of costs of a covered health care service paid by an insured person after the plan deductible has been paid. Co-insurance is cost sharing between an insurance company and the policyholder.

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

Co-pay – The contribution made by a client toward the cost of medical treatment or services; a set rate for prescriptions, doctor visits, and other types of care depending on a policy.

Contract Monitoring – The systematic review of a contractor’s records, business processes, deliverables, and activities to ensure compliance with the terms and conditions of the contract.

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

Current Month – The month in which services are being provided. The current month is also the reporting month listed on the Monthly Reporting Packet, Form 6002.

Cyber Security Training – Training given to members of an organization regarding the protection of various information assets of that organization. This is a required training of CAP contractors annually.

Deductible – The amount a client could owe during a period (usually one year) for covered health care services before the client's health insurance plan begins to pay. An overall deductible applies to all or almost all covered items and services. An overall deductible may also have separate deductibles that apply to specific services or groups of services. A plan may also have only separate deductibles.

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 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.

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.

Guardian – Guardian and ward are legal terms used to indicate the relationship between someone who protects another (the guardian), and the person being protected (the ward). In Texas, the process to appoint a guardian includes:

- Filing an application with a court
- Having a hearing before a judge
- Having a judge appoint a guardian, if one is needed

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 – The 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.

Monthly Reporting Packet (MRP) – Form 6002 and supporting documentation due by the 15th of each month for services provided in the previous (reporting) month. When the 15th falls on a holiday or weekend, the report is due on the last business day preceding the 15th of the month.

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 or via telehealth. 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, telehealth, 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 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 Children’s Autism Program services is determined by the treatment goals included in the treatment plan. However, the amount of autism services shall not exceed 180 hours in a 12-month period or a maximum of 720 hours prior to the client’s 16th birthday.

Section 3000, Administrative Policy

This section assists the contractor in conducting administrative activities necessary to comply with state or federal statute and policy, manage client records and meet reporting and quality assurance requirements. This section also outlines the HHSC contract monitoring process and training and technical assistance available to the contractor.

3100: Client Access

The contractor must ensure that clients are provided services in a timely and non-discriminatory manner. The contractor must:

- Have a policy in place that delineates the timely provision of services.
- Have policies in place to identify and eliminate possible barriers to client care.
- Comply with all applicable civil rights laws and regulations including Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA) of 1990, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, and ensure services are accessible to persons with [Limited English Proficiency \(LEP\)](#) and speech or sensory impairments.
- Have a policy in place that requires qualified staff to assess and prioritize client needs.
- Provide referral resources for individuals that cannot be served or cannot receive a specific needed service.
- Ensure clinic/reception room wait times are reasonable so as not to represent a barrier to care.

Maintaining Clinic Information on 2-1-1

Contractors must maintain current and correct clinic information on 211Texas.org for all locations providing services. Contractors will use the "Add or Edit Your 2-1-1 Listing" link found at the top of the 211 webpage to make any changes to their clinic location/information listings. The information that contractors shall maintain in their 2-1-1 listings includes, but is not limited to, clinic phone number, location, hours, and services provided.

3110: Abuse and Neglect Reporting

Texas Health and Human Services agencies may only provide funds to contractors/providers who show good faith efforts to comply with all child abuse reporting guidelines and requirements set forth in [Chapter 261 of the Texas Family Code](#).

To report abuse or neglect, call the Texas Abuse Hotline at 1-800-252-5400, or use the secure [Texas Abuse Hotline Website](#). For cases that pose an imminent threat or danger to an individual, call 9-1-1, or any local or state law enforcement agency.

Child Abuse Reporting, Compliance and Monitoring

Contractors are required to develop policies and procedures that comply with the child abuse reporting guidelines and requirements set forth in Chapter 261.

Contractors must develop an internal policy specific to:

- How child abuse reporting requirements will be implemented throughout their agency;
- How staff will be trained and the provision for annual training; and
- How internal monitoring will be done to ensure timely reporting.

During Quality Assurance (QA) monitoring, the following procedures will be utilized to evaluate compliance:

- The contractor's process to ensure that staff is reporting child abuse as required by Chapter 261. To verify compliance, contract monitors will review that the contractor:
 - ▶ Has an internal policy which details how the contractor will determine, document, report, and track instances of abuse, sexual or non-sexual, for all individuals under the age of 17 in compliance with the Texas Family Code, Chapter 261;
 - ▶ Followed their internal policy; and
 - ▶ Has documented staff training on child abuse reporting requirements and procedures.
- The contractor's internal policy must clearly describe the reporting process for child abuse.

Additional information for abuse reporting: [Texas Department of Family and Protective Services](#).

Human Trafficking

HHSC mandates that contractors comply with state laws governing the reporting of abuse and neglect. Additionally, as part of the requirement that contractors comply with all applicable federal laws, contractors must comply with the federal anti-trafficking laws, including the Trafficking Victims Protection Act of 2000 ([22 USC §7101, et seq.](#)).

Contractors must have a written policy on human trafficking which includes the provision of annual staff training.

References for human trafficking policy development:

- [Texas Human Trafficking Resource Center website](#)
- [Human trafficking into and within the United States: A review of the literature on human trafficking in the US](#)
- [Polaris Project website](#)
- [Rescue and Restore Campaign](#)

Domestic and Intimate Partner Violence

Intimate partner violence (IPV) describes physical, sexual, or psychological harm by a current or former partner or spouse. This type of violence can occur among heterosexual or same-sex couples and does not require sexual intimacy.

Contractors must have a written policy related to assessment and prevention of domestic and intimate partner violence, including the provision of annual staff training.

Additional information on intimate partner violence can be found on the [CDC website](#).

3120: Confidentiality

All contracting agencies must follow the [U.S. Health Insurance Portability and Accountability Act of 1996 \(HIPPA\)](#) established standards for protection of client privacy.

Contractors must ensure that all employees and volunteers receive training about client confidentiality during orientation and be made aware that violation of the law regarding confidentiality may result in civil damages and criminal penalties. All employees, volunteers, sub-contractors, and board members and/or advisory board members must sign a confidentiality statement during orientation.

Minors and Confidentiality

Except as permitted by law, a provider is legally required to maintain the confidentiality of care provided to a minor. Confidential care does not apply when the law requires parental notification or consent, or when the law requires the provider to report health information such as in the cases of contagious disease or abuse. The definition of privacy is the ability of the individual to maintain information in a protected way. Confidentiality in health care is the obligation of the health care provider not to disclose protected information. While confidentiality is implicit in maintaining a patient's privacy, confidentiality between provider and patient is not an absolute right.

The HIPAA privacy rule requires a covered entity to treat a "personal representative" the same as the individual with respect to uses and disclosures of the individual's protected health information. In most cases, parents are the personal representatives for their minor children, and they can exercise individual rights, such as access to medical records, on behalf of their minor children ([Code of Federal Regulations - 45 CFR§164.502\(g\)](#)).

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.

Confidential information

Confidential information includes 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
- Personal 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
- Eligibility Date
- Date the contractor determines an individual to be eligible for the program. The eligibility expiration date will be twelve (12) months after the eligibility date.

Non-Discrimination and Limited English Proficiency (LEP)

As outlined in the [HHSC Uniform Terms and Conditions – Grant Version 2.16](#),

HHSC contractors must comply with state and federal anti-discrimination laws, including but not limited to:

- [Title VI of the Civil Rights Act of 1964 \(42 U.S.C. §2000d et seq.\)](#),
- [Section 504 of the Rehabilitation Act of 1973 \(29 U.S.C. §794\)](#),
- [Americans with Disabilities Act of 1990 \(42 U.S.C. §12101 et seq.\)](#),
- [Age Discrimination Act of 1975 \(42 U.S.C. §§6101-6107\)](#),
- [Title IX of the Education Amendments of 1972 \(20 U.S.C. §§1681 et seq.\)](#),
- Administrative rules for HHS agencies, as set forth in the Texas Administrative Code (TAC).

More information about non-discrimination laws and regulations can be found on the [HHSC Civil Rights Office page](#).

3130: Client Rights

Rights of Children and Parents

In accordance with applicable legal provisions, the 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 based on 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 based on disability.

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

Complaint Process

An individual or organization on behalf of a client enrolled in the Children's Autism Program may file a complaint with HHSC alleging that a requirement of the 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 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 the HHS Office of the Ombudsman webpage](#).

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.

3140: Client Records Management

HHSC contractors must have an organized and secure client record system. The contractor must ensure that the record is organized, readily accessible, and available to the client’s parent, managing conservator, or guardian upon request with a signed release of information.

The records must be kept confidential and secure, as follows:

- Safeguarded against loss and used by unauthorized persons;
- Secured by lock when not in use or inaccessible to unauthorized persons; and
- Maintained in a secure environment in the facility, as well as during transfer between clinics and in between home and office visits.

The contractor and any of its subcontractors associated with a 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 and align with the Autism Data Reporting System:

- 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

The client's parent, managing conservator, or guardian, as authorized by Chapter 32 of the Texas Family Code or by federal law or regulations, must authorize the release of personally identifiable information by written consent, except as it may be necessary to provide services to the client or as required by law, with appropriate safeguards for confidentiality.

When information is requested, contractors should release only the specific information requested. Information collected for reporting purposes may be

disclosed only in summary, statistically, or in a form that does not identify individuals. Upon request, clients transferring to other providers must be provided with a copy or a summary of their record to expedite continuity of care. Electronic records are acceptable as medical records.

3150: Facilities and Equipment

HHSC contractors are required to maintain a safe environment always. Contractors must have written policies and procedures that address fire safety and prohibition of indoor smoking.

Fire Safety

Contractors must have a written fire safety policy that includes a schedule for testing and maintenance of fire safety equipment. Evacuation plans for the premises must be clearly posted and visible to all staff and clients.

Smoking Ban

Contractors must have written policies that prohibit smoking in any portion of their indoor facilities. If a contractor subcontracts with another entity for the provision of health services, the subcontractor must also comply with this policy.

3160: Emergency Responsiveness

Disaster Response Plan

Contractors must maintain an Emergency Action Plan (EAP) that addresses how staff must respond to emergency situations (e.g., fires, flooding, power outage, bomb threats, etc.) at the contractor's service site. The plan must identify the procedures and processes that will be initiated during an emergency and the staff position(s) responsible for each activity. The plan must be in writing, formally communicated to staff, and kept in the workplace available to employees for review. If an emergency arises, the contractor shall inform client families.

For additional resources on facilities and equipment, see the [Occupational Safety and Health Administration](#) website.

Emergency Preparedness

There must be a written safety plan that includes maintenance of fire safety equipment, an emergency evacuation plan, and a disaster response plan.

3170: Reporting and Quality Assurance

Each contractor must develop a system for quality assurance reviews of program activities that evaluate compliance with the Children's Autism Program rules and this policy manual. That system must, at a minimum, include regular reviews of case service records, entry of data into the Autism Data Reporting System, eligibility determinations, and adherence to purchasing procedures.

The Autism Data Reporting System was developed for the 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.

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 the data reported, including information entered into the Autism Data Reporting System and recorded on fiscal reports matching amounts in accounting records.

Program Reports

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

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

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 HHSC.

3180: HHSC Contract Monitoring

A contractor and any subcontractors associated with a 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 Children's Autism Program services under the Children's Autism Program, the contractor must establish and document a process for monitoring these contracts.

The contractor and any of its subcontractors associated with a 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.

3190: HHSC Provided Technical Assistance and Training

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

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

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.

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 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 HHSC 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.

Training

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

- the service delivery; and
- the administration, operation, evaluation, and performance of Children’s Autism Program services according to the rules for the Children’s Autism Program, this policy manual, 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.

Conference Calls and Meetings

Contractors participate in contractor conference calls and face-to-face meetings required by HHSC with no additional compensation, unless otherwise specified by HHSC. Contractors may lead or facilitate meetings in concert with HHSC. Attendance at conference calls and meetings is required by the contractor unless otherwise approved by HHSC.

3200: Early Contract Termination

In the event of an early contract termination, the contractor must submit to the HHSC assigned contract manager a Transition Plan outlining steps it will take to ensure continuity of care for current clients, to include:

- The Client Number of all clients receiving services as of the date of contract termination.
- Plans for referring clients to other CAP contractors or other service providers.
- Copy of communications with families regarding cessation of services and referral to alternate CAP contractors or other service providers.

- Plans for referring clients on the interest list of the exiting contractor to other CAP contractors or other service providers in the area.
- Copy of communications with families regarding the inability to remove clients from the interest list into services and referral to alternate CAP contractors or other services providers.

If a client is referred to another CAP contractor, the receiving contractor will prioritize initiation of services to the client ahead of other clients on the contractor's Interest List.

Section 4000, Organization and Administration

This section assists the contractor in complying with personnel-related requirements, to include designation of key staff, general personnel requirements, staff development and criminal background checks.

4100: Staff Requirements and Qualifications

General Program Staff Requirements

Clients who participate in the 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.

Qualifications for Staff Members

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.

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 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.

Key Personnel

The contractor's key personnel outlined in the [Children's Autism Program Key Personnel Form](#) 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:

- notify HHSC in advance using a Form 6001, Key Personnel Change Request;
- submit justification (including proposed substitutions) with sufficient detail to permit evaluation of the impact on this contract; and
- obtain HHSC's 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 contract to add or delete personnel.

The CAP Key Personnel document 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.

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.

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.

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 \(Texas Penal Code, Title 9, Chapter 42.072\);](#)
- [Criminal Solicitation of a Minor \(Texas Penal Code, Title 4, Chapter 15.031\);](#)
- [Failure to Stop or Report Aggravated Sexual Assault of Child \(Texas Penal Code, Title 8, Chapter 38.17\);](#) 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:

- [Texas Controlled Substances Act \(Texas Health and Safety Code, Chapter 481\);](#)
- [Violations of the Civil Rights of a Person in Custody; Improper Sexual Activity with a Person in Custody \(Texas Penal Code, Chapter 39.04\);](#)
- [Abuse of Corpse \(Texas Penal Code, Title 9, Chapter 42\);](#)
- [Cruelty to Livestock Animals \(Texas Penal Code, Title 9, Chapter 42.09\);](#)
- [Attack on Assistive Animal \(Texas Penal Code, Title 9, Chapter 42.091\);](#)
- [Cruelty to Nonlivestock Animals \(Texas Penal Code, Title 9, Chapter 42.092\);](#)

- [Dog Fighting \(Texas Penal Code Title 9, Chapter 42.10\);](#)
- [Making a Firearm Accessible to a Child \(Texas Penal Code, Chapter 46.13\);](#)
- [Intoxication and Alcoholic Beverage Offenses \(Texas Penal Code, Chapter 49\);](#)
- [Purchase of Alcohol for a Minor; Furnishing Alcohol to a Minor \(Texas Alcohol Beverage Code, Chapter 106.06\);](#)
- 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.

Section 5000, Eligibility and Fees

This section assists the contractor to establish eligibility of potential clients and to determine the Cost Share to be charged to the family.

5100: Eligibility and Enrollment

Contractors must develop a policy to determine Children's Autism Program (CAP) eligibility. The contractor must ensure documentation provides a clear understanding of the eligibility screening process.

Client Eligibility Criteria

For an individual to receive CAP services, three (3) criteria must be met:

- 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.

Procedures for Determining CAP Eligibility

Establishing the Child's Age

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

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.

A Licensed Psychological Associate may not make a diagnosis of autism independent of another qualified professional.

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.

Enrollment in CAP services

Contractors must enroll eligible clients in CAP Focused ABA services in accordance with the eligibility criteria in this chapter.

Contractors must document enrollment on the Children's Autism Program Enrollment Form 6000 which becomes part of the child record.

All information on the enrollment form must be entered into the Autism Data Reporting System by the 10th calendar day of the following month.

Contractors must 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 cost for which they are responsible, to include the dollar amount.

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

Clients must be screened for potential Medicaid, CHIP or other programs that provide the same services. Document this completion on the enrollment application for program services. Contractors may use the [HHSC Your Texas Benefits](#) website to assist in the screening of client eligibility. More information about HHSC benefits can also be obtained by calling 2-1-1.

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

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 through 15 years.

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

Clients are exited from CAP 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 of service have been provided; or
- they reach their sixteenth birthday.

Clients who exit CAP Focused ABA services with remaining months of service may reapply for additional CAP 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.

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 if the child continues to meet eligibility criteria.

Participation Requirements

Attendance must be maintained at a level of at least 85 percent of scheduled CAP Focused ABA services over the duration of treatment. This is necessary for the client to fully benefit from the 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, telehealth 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 or via phone, telehealth, or other electronic methods.

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

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

Exiting the Program - 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 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.

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 can 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.

Interest List

An offer of enrollment into CAP 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 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 1) an opening for services is available, 2) a client is no longer eligible for the Children's Autism Program, 3) a family member or caregiver indicates they are no longer interested in obtaining services for their child, 4) a client reaches a maximum of 12 months of services hours, or 5) when funding becomes available.

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 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 CAP Focused ABA services and have remaining months of eligibility should be given priority over clients on the interest list (who have not previously received services) when applying for additional Focused ABA services. They must continue to meet eligibility criteria and may be served if funds and staff capacity are available.

A child receiving treatment from another Children's Autism Program contractor and who transfers to another contractor is given priority over all other clients on the receiving (or new) contractor's interest list. Prior to providing services to any client, search the Autism Data Reporting System for both active and inactive status.

5200: Determining Family Cost Share

Family Cost Share

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

- Fee per Service hour determined using the HHSC Children's Autism Program Family Cost Share Guide; 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 Childrens.Autism.Program@hhs.texas.gov for help resolving a problem or concern with the contractor (see Section 3130: Client Rights – Complaint Process); and
- file a formal complaint with the [Office of the Ombudsman](#).

HHSC Fee Schedule Amount

The contractor is required to use the HHSC Children’s Autism Program Family Cost Share Guide 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:

- 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 this policy manual;
- 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 Children’s Autism Program are available at the [Children’s Autism Program Provider Resources webpage](#).

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 years filed federal tax return, found on Internal Revenue Service (IRS) Form 1040, line 37.

Option 2:

Use the gross income from the previous years 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;
 - ▶ childcare 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 work with the family to complete the Cost Share Family Attestation Worksheet. 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 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.

Allowable Deductions

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;
- childcare 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.

Monthly Income Conversions

If income payments are received in lump sums or at longer intervals than monthly, such as seasonal employment, the income is prorated over the period the income is expected to cover. Income received weekly, every two weeks or twice a month must be converted as follows:

- Weekly income is multiplied by 4.33;
- Income received every two weeks is multiplied by 2.17;
- Income received twice monthly is multiplied by 2.

Insurance

If the family has insurance that covers ABA services and the in-network provider agreement between the insurance company and the 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 fee-per-service hour amount as determined by the HHSC Children's Autism Program Family Cost Share Guide or the deductible, copayment, or coinsurance.

Insurance Authorization Issues

If the family has insurance that covers ABA services, but the contractor is unable to confirm that the child's ABA services are pre-authorized under the family's insurance, the child's ABA services may be deemed as being not covered by insurance for that enrollment period only and Children's Autism Program funds may be used to provide ABA services to the child provided that:

- At least 30 calendar days have passed from the date of the contractor's initial attempt to confirm the availability and pre-authorization of insurance;
- The contractor documents in the child's file the contractor's efforts to confirm the pre-authorization of insurance coverage, to include copies of electronic or other correspondence; and
- At the beginning of a new enrollment period, the contractor must re-initiate efforts to confirm the pre-authorization of insurance coverage.

Determining Custodial Parent

A custodial parent is established based on physical custody and who has legal authority to claim a child as a tax dependent specified in a court order, binding separation agreement, divorce agreement, or custody agreement.

If there is no order or agreement, or in the event of a shared custody agreement without specifications for filing federal income tax returns, the custodial parent is the parent with whom the child spends most nights. If the child spends an equal amount of nights with both parents, the contractor must make a prudent person decision regarding which parent should be considered the custodial parent.

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.

Section 6000, Scope of Services

This section describes the requirements and recommendations for contractors pertaining to the delivery of direct services to clients. In addition to the requirements and recommendations found within this section, contractors should develop protocols consistent with national evidence-based guidelines appropriate to the target population.

6100: Scope of Services

Children's Autism Program contractors may provide Focused ABA services under the following standards.

Services Provided

The contractor must:

- Provide no more than 180 hours in a 12-month period of CAP Focused ABA services to enrolled clients. The services may be provided in a clinic, at the child's home, in a foster care home, telehealth, 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 billable services. Documentation must include:
 - ▶ the date of the training;
 - ▶ who participated in the training; an
 - ▶ 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. CAP services should not 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 CAP 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.
- Document reason code for exiting clients in the Autism Data Reporting System.
- 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 CAP to LEA special education services or other appropriate activities, places, or programs the family would like the client to participate in after exiting services.

Remote Telehealth Services

Children's Autism Program services for children and/or families may be delivered remotely if determined appropriate by the BCBA. It is the BCBA's responsibility to ensure that remote telehealth services are within scope of practice, not contraindicated for the child, family, or situation, are clinically appropriate, and in compliance with Texas licensure.

When employing telehealth to serve a client, the BCBA should determine the necessity for an RBT or other staff to be on site with the client based on an assessment of clinical appropriateness.

Section 7000, Data Collection and Database Entry

This section provides policy requirements for submitting for reimbursement, data collection and required reports.

7100: Data Collection and Database Entry

Data Collection and Database Entry

The Children’s Autism Program uses the Autism Data Reporting System to support billing and contract monitoring activities. Contractors may request access to the database by sending a request to: Childrens.Autism.Program@hhs.texas.gov or by [completing Form 6001](#).

Children who are enrolled in CAP Focused ABA services will not have pre-testing 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.

For instruction on how to enter data into the Autism Data Reporting System, refer to the [HHSC Autism Data Reporting System Manual](#).

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

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 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 to be able to bill for services for the client. 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 includes 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 defined as "physical orientation of the child toward the interventionist 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 their 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 nine 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., nine out of 10 opportunities, or 90%), and "Rate" when you convert the number of times the target behavior occurs into a specified period (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 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.

Screenshot 1: Target Behavior – Entering New Data

Caseload Management Report My Account Provider Admin User Name: Kim O'Connor

Case Search
Case Information
Consumer Testing
Focused ABA
Target Behavior
Service Record
Insurance Payment
Cost Share

Target Behavior for Sybil Barefield, Autism Case #: 19678, Provider Name: Kim's Best Autism Services, Hours Of Service: 9.50, Focused Period: 1/15/2022 - 1/14/2023 (Hours 5)

Target Behavior: Adaptive Behavior
Domain:

Target Behavior and Operational Definition:
won't take no for an answer.

Behavior Objective and Mastery Criteria:
will accept no as an answer 85% of the time

Dependent Measure: Percentage

Baseline Mean Description:
10

Baseline Mean Date: 01/15/2020

Treatment Mean Description:
5

Treatment Mean Date: 11/02/2020

Mastered Target Behavior: Made progress

Entering the Treatment and Mastered Target Behavior

After entering and saving the initial baseline mean, the system allows the user to enter the treatment mean description, the mastered target behavior, and the date the behavior was mastered. This information can be entered at the same time all

the 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.

Screenshot 2: Entering the Treatment and Mastered Target Behavior

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.

Cancelling a Target Behavior

After exiting the target behavior screen, the contractor can 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.

Screenshot 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 [redacted], DARS Case #: [redacted], Provider Name: Center for Autism and Related Disorders, Months Of Service: 0

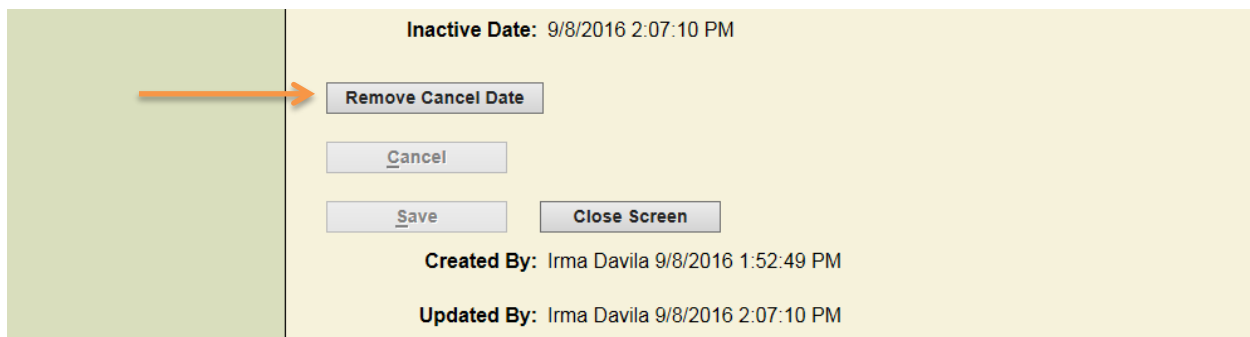
Records Returned: 0

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

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

The screenshot shows the "Target Behavior List" screen. The top navigation bar includes "Caseload Management", "Report", "My Account", "Provider Admin", and "User Name: Irma Davila". The left sidebar has a menu with "Case Search", "Case Information", "Consumer Testing", "Focused ABA", "Comprehensive ABA", "Service Record", "Insurance Payment", and "Cost Share". The main content area shows "Target Behavior List for [redacted] DARS Case #: [redacted] Provider Name: Center for Autism and Related Disorders, Months Of Service: 0". Below this, it says "Records Returned: 0". A table with the following columns is displayed: "Target Behavior", "Baseline Date", "Treatment Date", "Post Treatment Date", and "Inactive Date". The table contains two rows: "Social Interaction" with a baseline date of 08/01/2016 and an inactive date of 09/08/2016, and "Challenging Behavior" with a baseline date of 07/08/2016 and a treatment date of 07/08/2016. An orange arrow points to the "Challenging Behavior" row. Below the table are buttons for "New Target Behavior" and "Close Screen".

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

Section 8000, Financial Management and Reimbursement

This section assists the contractor to submit invoices for reimbursement, maintain a financial management system and manage third-party payer procedures and claims administration.

8100: Reimbursement

Request for Reimbursement

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 the [Interagency Cooperation Act \(Texas Government Code, Title 7, Chapter 771\)](#), the 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.

Submission and Payment

In accordance with [Payments for Goods and Services \(Texas Government Code, Title 10, Chapter 2251\)](#), HHSC will make payment on a properly submitted, correctly completed invoice using Form 6002 (Autism Program Invoice) within 30 calendar days after receipt. Invoices along with the required supporting documentation are to be submitted on a monthly basis by the 10th calendar day of the month to the Children's Autism Reimbursement Officer through the CAP Contractor Portal.

If a contractor is unable to submit the Monthly Reporting Packet (MRP) by the 10th calendar day of the month, the contractor must contact the Contract Manager in advance to request an extension of the due date. The request must include an explanation of the reason the MRP cannot be submitted by the due date.

When the 10th calendar day falls on a weekend or a holiday, the MRP is due the last business day prior to the 10th calendar day.

Reimbursable Expenditures and Deductions

Invoices should include the following 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 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. Invoices submitted after November 15th may not be reimbursed.

Review and Approval for Payment

The Reimbursement Officer (RO) reviews and approves all invoices prior to submitting them to HHSC Accounts Payable for payment processing. During invoice review, the RO may contact the contractor to request corrections to the invoice, corrections to documentation, or additional documentation. Corrections will be due within five (5) business days upon notification of the required corrections.

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.

Monthly Invoice Template and Submission Criteria

All Children's Autism Program (CAP) contractors must submit invoices with supporting documentation for the applicable service month prior to approval for

reimbursement. Detailed instructions are provided below and are also included in the CAP Invoice Form 6002 provided.

Monthly Submissions

The CAP Form 6002 invoice is provided at the beginning of each fiscal year. The completed CAP Invoice Form 6002 and supporting documentation is necessary for each executed contract. Multiple contracts will require separate forms and separate supporting documentation for monthly submissions.

The service log, submitted as supporting documentation, must align with CAP hourly conversions. If the service log does not use the conversions listed below, the CAP Form 6002 now offers a tool to aid in the conversion process. The conversion tool may be found as a tab labeled "Service Log" within the CAP Form 6002 spreadsheet.

Hourly Conversions

Hours must be converted into units of .25. Examples are shown below:

- 15 minutes = .25 hours
- 30 minutes = .5 hours
- 45 minutes = .75 hour
- 60 minutes = 1 hour

Rounding times follow Medicaid methodology*. Some examples are listed below:

- :00-:07 = 0 hours
- :08-:22 = .25 hours
- :23-:37 = .50 hours
- :38-:52 = .75 hours
- :53-:67 = 1.00 hours

HHSC CAP rounding rules are equivalent to Medicaid. A measurement of .25 hours is the equivalent of 1 Medicaid unit (see Appendix I for the Medicaid Conversion Table).

Mandatory Submission Attachments

All signed and completed CAP Form 6002 invoices must include financial documentation used for billing. If the following billing and family cost share attachments are applicable, please include for all clients served in the preceding month or they will be returned as incomplete.

Billing documentation may include service Logs that include the client's number, dates of treatment, times in and out of the treatment service and the provider's name and title (i.e. BCBA). If the contractor is also billing to a third party, the contractor shall provide to HHSC a copy of the explanation of benefits (EOB) to match the amount listed on the contractor's invoice. If a contractor is unable to submit a copy of the EOB, the contractor shall provide a letter to HHSC that provides an explanation that this information is not available in a format that can be shared. Additional information or discussion may be requested by the HHSC program.

A revised cost share table is released each year by the Center for Medicare and Medicaid Services (CMS). The HHSC program will upload an updated CMS table each year for contractor's use.

Additional information or discussion may be requested by the HHSC program.

CAP Form 6002

The CAP Form 6002 Invoice includes a tab titled "Service Log". This tool may be used to convert time reported within the service log and the CSV data upload into the CAP database. This tool is optional and may be used if service logs and CSV data do not utilize the hourly conversions listed above. Additional information regarding the CSV data process may be found in the [Autism Data Reporting System Manual](#).

Monthly Submission Due Dates

All monthly CAP Form 6002 Invoices and required supporting documentation must be submitted by the 10th day of the month following service.

Submission Process

The completed and signed monthly invoice and required attachments must be submitted together. All monthly invoices and supporting documentation are only accepted through the CAP Contractor Portal.

Access to the Contractor Portal requires prior registration. Please contact your Contract Manager for assistance on the registration process.

If no services are provided in a month, an invoice must be submitted to document that no services were provided. The invoice must be completed with zero hours and a zero-dollar amount. It must be submitted as any other invoice is submitted.

An invoice must be submitted even if contract funds have been expended. Contractors must fill out the invoice as usual but enter a zero in the Total Amount of Invoice field. If additional funds are added to the contract, an invoice with the correct amount in the Total Amount of Invoice field can be submitted or resubmitted for payment.

Incomplete Submissions

Any CAP Form 6002 Invoice submissions that are incomplete (missing information or required attachments) will be returned with a notice for correction. Notices of incomplete, late, or missing submissions are required to be corrected and must include a valid explanation for the discrepancy.

The entire corrected submission or completed missing submission must be submitted through the CAP Contractor Portal within five business days of the notification email. If the information requested cannot be submitted within five business days, the contractor must inform the RO and give an estimated date for submission.

8200: Financial Management System

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 Children's Autism Program contract separate from other HHSC grants or contracts.

The contractor must be able to account for Children's Autism Program costs applicable to clients served in accordance with the rules in the Texas Administrative Code, Title 26, Health and Human Services, Part 1, Texas Health and Human Services Commission, Chapter 358, Children's Autism Program, and within this policy manual.

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 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 Autism Data Reporting System, as required.

Third-Party Payer Procedures and Claims Administration

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

Policies and Procedures

The contractor must develop and maintain policies and procedures that comply with this policy manual. 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.

Enrollment in Third-Party Plans

Contractor must take the steps required to become an enrolled provider in all third-party payer, public, and private plans for which 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.

Filing Claims

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 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 26, Health and Human Services, Part 1, Texas Health and Human Services Commission, Chapter 358, Children's Autism Program.

Family Cost Share

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 this policy manual. The contractor may bill HHSC for the number 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 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.

Billing HHSC

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 provide to HHSC a copy of the explanation of benefits (EOB) to match the amounts listed on the contractor's invoices. The contractor shall also 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.

Request for Advance Payment

The contractor may submit a request for advance payment utilizing, 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.

Section 9000, Forms and Resources

9100: Forms and Resources

The following forms or guidance documents are referenced in this manual and are available via the [Children's Autism Program Provider Resources webpage](#) on the HHS website:

- Children's Autism Program (CAP) Policy Manual
- Autism Data Reporting System
- HHSC Children's Autism Program Family Cost Share Guide (Fee per Service Hour)
- Children's Autism Program (CAP) Key Personnel Form
- Children's Autism Program Enrollment, Form 6000
- Autism Program Key Personnel Change Request, Form 6001
- Autism Program Invoice, Form 6002
 - ▶ Form 6002 includes tab "Service Log" to serve as an hourly conversion aid
- Autism Program Request for Advance Payment, Form 6003

Appendix I, Medicaid Conversion Table

Children's Autism Program Medicaid Conversion Table (Rev. 2/2012)

Service Time	Unit(s) of Service for Service Claim
at least 8 minutes – but less than 23 minutes	1 unit
at least 23 minutes – but less than 38 minutes	2 units
at least 38 minutes – but less than 53 minutes	3 units
at least 53 minutes – but less than 1 hour, 8 minutes	4 units
at least 1 hour, 8 minutes – but less than 1 hour, 23 minutes	5 units
at least 1 hour, 23 minutes – but less than 1 hour, 38 minutes	6 units
at least 1 hour, 38 minutes – but less than 1 hour, 53 minutes	7 units
at least 1 hour, 53 minutes – but less than 2 hours, 8 minutes	8 units

at least 2 hours, 8 minutes – but less than 2 hours, 23 minutes	9 units
at least 2 hours, 23 minutes – but less than 2 hours, 38 minutes	10 units
at least 2 hours, 38 minutes – but less than 2 hours, 53 minutes	11 units
at least 2 hours, 53 minutes – but less than 3 hours, 8 minutes	12 units
at least 3 hours, 8 minutes – but less than 3 hours, 23 minutes	13 units
at least 3 hours, 23 minutes – but less than 3 hours, 38 minutes	14 units
at least 3 hours, 38 minutes – but less than 3 hours, 53 minutes	15 units
at least 3 hours, 53 minutes – but less than 4 hours, 8 minutes	16 units
at least 4 hours, 8 minutes – but less than 4 hours, 23 minutes	17 units
at least 4 hours, 23 minutes – but less than 4 hours, 38 minutes	18 units
at least 4 hours, 38 minutes – but less than 4 hours, 53 minutes	19 units

at least 4 hours, 53 minutes – but less than 5 hours, 8 minutes	20 units
at least 5 hours, 8 minutes – but less than 5 hours, 23 minutes	21 units
at least 5 hours, 23 minutes – but less than 5 hours, 38 minutes	22 units
at least 5 hours, 38 minutes – but less than 5 hours, 53 minutes	23 units
at least 5 hours, 53 minutes – but less than 6 hours, 8 minutes	24 units
at least 6 hours, 8 minutes – but less than 6 hours, 23 minutes	25 units
at least 6 hours, 23 minutes – but less than 6 hours, 38 minutes	26 units
at least 6 hours, 38 minutes – but less than 6 hours, 53 minutes	27 units
at least 6 hours, 53 minutes – but less than 7 hours, 8 minutes	28 units
at least 7 hours, 8 minutes – but less than 7 hours, 23 minutes	29 units
at least 7 hours, 23 minutes – but less than 7 hours, 38 minutes	30 units

at least 7 hours, 38 minutes – but less than 7 hours, 53 minutes	31 units
at least 7 hours, 53 minutes – but less than 8 hours, 8 minutes	32 units
at least 8 hours, 8 minutes – but less than 8 hours, 23 minutes	33 units
at least 8 hours, 23 minutes – but less than 8 hours, 38 minutes	34 units
at least 8 hours, 38 minutes – but less than 8 hours, 53 minutes	35 units
at least 8 hours, 53 minutes – but less than 9 hours, 8 minutes	36 units
at least 9 hours, 8 minutes – but less than 9 hours, 23 minutes	37 units
at least 9 hours, 23 minutes – but less than 9 hours, 38 minutes	38 units
at least 9 hours, 38 minutes – but less than 9 hours, 53 minutes	39 units
at least 9 hours, 53 minutes – but less than 10 hours, 8 minutes	40 units
at least 10 hours, 8 minutes – but less than 10 hours, 23 minutes	41 units

at least 10 hours, 23 minutes – but less than 10 hours, 38 minutes	42 units
at least 10 hours, 38 minutes – but less than 10 hours, 53 minutes	43 units
at least 10 hours, 53 minutes – but less than 11 hours, 8 minutes	44 units
at least 11 hours, 8 minutes – but less than 11 hours, 23 minutes	45 units
at least 11 hours, 23 minutes – but less than 11 hours, 38 minutes	46 units
at least 11 hours, 38 minutes – but less than 11 hours, 53 minutes	47 units
at least 11 hours, 53 minutes – but less than 12 hours, 8 minutes	48 units
at least 12 hours, 8 minutes – but less than 12 hours, 23 minutes	49 units
at least 12 hours, 23 minutes – but less than 12 hours, 38 minutes	50 units
at least 12 hours, 38 minutes – but less than 12 hours, 53 minutes	51 units
at least 12 hours, 53 minutes – but less than 13 hours, 8 minutes	52 units

at least 13 hours, 8 minutes – but less than 13 hours, 23 minutes	53 units
at least 13 hours, 23 minutes – but less than 13 hours, 38 minutes	54 units
at least 13 hours, 38 minutes – but less than 13 hours, 53 minutes	55 units
at least 13 hours, 53 minutes – but less than 14 hours, 8 minutes	56 units
at least 14 hours, 8 minutes – but less than 14 hours, 23 minutes	57 units
at least 14 hours, 23 minutes – but less than 14 hours, 38 minutes	58 units
at least 14 hours, 38 minutes – but less than 14 hours, 53 minutes	59 units
at least 14 hours, 53 minutes – but less than 15 hours, 8 minutes	60 units
at least 15 hours, 8 minutes – but less than 15 hours, 23 minutes	61 units
at least 15 hours, 23 minutes – but less than 15 hours, 38 minutes	62 units
at least 15 hours, 38 minutes – but less than 15 hours, 53 minutes	63 units

at least 15 hours, 53 minutes – but less than 16 hours, 8 minutes	64 units
at least 16 hours, 8 minutes – but less than 16 hours, 23 minutes	65 units
at least 16 hours, 23 minutes – but less than 16 hours, 38 minutes	66 units
at least 16 hours, 38 minutes – but less than 16 hours, 53 minutes	67 units
at least 16 hours, 53 minutes – but less than 17 hours, 8 minutes	68 units
at least 17 hours, 8 minutes – but less than 17 hours, 23 minutes	69 units
at least 17 hours, 23 minutes – but less than 17 hours, 38 minutes	70 units
at least 17 hours, 38 minutes – but less than 17 hours, 53 minutes	71 units
at least 17 hours, 53 minutes – but less than 18 hours, 8 minutes	72 units
at least 18 hours, 8 minutes – but less than 18 hours, 23 minutes	73 units
at least 18 hours, 23 minutes – but less than 18 hours, 38 minutes	74 units

at least 18 hours, 38 minutes – but less than 18 hours, 53 minutes	75 units
at least 18 hours, 53 minutes – but less than 19 hours, 8 minutes	76 units
at least 19 hours, 8 minutes – but less than 19 hours, 23 minutes	77 units
at least 19 hours, 23 minutes – but less than 19 hours, 38 minutes	78 units
at least 19 hours, 38 minutes – but less than 19 hours, 53 minutes	79 units
at least 19 hours, 53 minutes – but less than 20 hours, 8 minutes	80 units
at least 20 hours, 8 minutes – but less than 20 hours, 23 minutes	81 units
at least 20 hours, 23 minutes – but less than 20 hours, 38 minutes	82 units
at least 20 hours, 38 minutes – but less than 20 hours, 53 minutes	83 units
at least 20 hours, 53 minutes – but less than 21 hours, 8 minutes	84 units
at least 21 hours, 8 minutes – but less than 21 hours, 23 minutes	85 units

at least 21 hours, 23 minutes – but less than 21 hours, 38 minutes	86 units
at least 21 hours, 38 minutes – but less than 21 hours, 53 minutes	87 units
at least 21 hours, 53 minutes – but less than 22 hours, 8 minutes	88 units
at least 22 hours, 8 minutes – but less than 22 hours, 23 minutes	89 units
at least 22 hours, 23 minutes – but less than 22 hours, 38 minutes	90 units
at least 22 hours, 38 minutes – but less than 22 hours, 53 minutes	91 units
at least 22 hours, 53 minutes – but less than 23 hours, 8 minutes	92 units
at least 23 hours, 8 minutes – but less than 23 hours, 23 minutes	93 units
at least 23 hours, 23 minutes – but less than 23 hours, 38 minutes	94 units
at least 23 hours, 38 minutes – but less than 23 hours, 53 minutes	95 units
at least 23 hours, 53 minutes – but less than 24 hours, 8 minutes	96 units

Summary of Changes

The following revisions were made to this version of the Children’s Autism Program Policy Manual:

Revised	Title	Change
3140	Client Records Management	Revises the Autism Data Reporting System title.
3170	Reporting and Quality Assurance	Revises the Autism Data Reporting System title.
5100	Eligibility and Enrollment	<ul style="list-style-type: none"> • Revises the Autism Data Reporting System title. • Corrects the date information on the enrollment form must be entered into the Autism Data Reporting System from the 15th to the 10th calendar day of the following month.
7100	Data Collection and Database Entry	<ul style="list-style-type: none"> • Revises the Autism Data Reporting System title. • Corrects the date results are entered into the Autism Data Reporting System from the 15th to the 10th calendar day of the month following the service month.

8200	Financial Management System	Revises the Autism Data Reporting System title.
9100	Forms and Resources	Revises the Autism Data Reporting System title.