

DEPARTMENT OF STATE HEALTH SERVICES

**Clinical Management for Behavioral Health Services (CMBHS)
USER AGREEMENT**



This User Agreement (UA) is entered into by and between the Department of State Health Services (DSHS), an agency of the State of Texas, and _____ (CMBHS User). Collectively, the Department and CMBHS User shall be referred to in this UA as “the Parties.”

SECTION I. DEFINITIONS

Adult Needs and Strengths Assessment (ANSA): The ANSA is a multi-purpose assessment tool developed to support care planning and level of care decision-making, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services. The ANSA is used for assessing individuals 18 years and older.

Child and Adolescent Needs and Strengths (CANS): The CANS is a multi-purpose assessment tool developed to support care planning and level of care decision-making, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services. The CANS is used for assessing young children who are 3 to 5 years of age or child and youth who are 6 to 18 years of age.

Client Profile: All client demographic information required to create a unique client in the CMBHS system and other information that may be needed in emergency situations.

Clinical Management for Behavioral Health Services (CMBHS): The proprietary DSHS application used for the collection and monitoring of client information and client outcomes data.

CMBHS Software (Software): The Software includes, but is not necessarily limited to, programming code, system enhancements, improvements, updates, additions, derivative works, business rules, documentation, supporting documents, user guides, and related material.

Helpline: DSHS-sponsored phone line to assist CMBHS Users with issues related to entry of data into CMBHS. (1-866-806-7806)

CMBHS User: A provider contracted by a Medicaid Managed Care Organization.

Uniform Assessment: A collective term identifying all data associated with a client profile, diagnosis, CANS, and ANSA records.

Utilization Management (UM) Guidelines and Manual: DSHS guidelines and manual used in accordance with Texas Resiliency and Recovery. Associated documents are found at: <https://www.dshs.state.tx.us/mhsa/trr/um/>.

SECTION II: PURPOSE OF USER AGREEMENT

DSHS has developed the Clinical Management for Behavioral Health Services (CMBHS) to support the delivery and reporting of behavioral health services, authorizations, and to facilitate client outcome monitoring. CMBHS (Software) includes functionality made available through a web interface (Website) for managing the delivery of mental health services, including, but not limited to, developing client profiles and conducting assessments, and services to support standards-based data submission, data exchange, and state-required reporting for mental health services (Data Exchange). Access to the Website and select Software components, may be provided to CMBHS User by DSHS under the terms of this UA.

The purpose of this UA is to set out the roles and responsibilities of DSHS and CMBHS User in the cooperative efforts for the submission to DSHS of the client profile, diagnosis, CANS, and ANSA records as of September 1, 2014. CMBHS User will submit these records in accordance with DSHS utilization management guidelines and manual for all Medicaid managed care enrolled clients who receive mental health related case management or rehabilitative services.

CMBHS User must use the Online Website interface to submit all data to DSHS as of September 1, 2014. CMBHS User may request to submit records through the CMBHS Data Exchange after September 1, 2014. Prior to CMBHS User submitting data to CMBHS, CMBHS User must complete submission testing with DSHS CMBHS. DSHS will provide CMBHS User a separate document outlining requirements and expectations for Data Exchange at the request of the CMBHS User. Access to CMBHS Software specifications to implement Data Exchange will be available to the CMBHS User at the execution of this UA, if requested.

SECTION III. ROLES AND RESPONSIBILITIES OF DSHS

DSHS represents and warrants that it has the requisite right and legal authority to grant the license to CMBHS User for using the CMBHS Website, Software, and Data Exchange. No other warranty is made with regard to DSHS providing access to CMBHS. DSHS is providing access to the Website, Data Exchange, and Software to CMBHS User “as is,” and CMBHS User accepts all risk arising out of the use or performance of CMBHS.

DSHS agrees to:

- A. Provide CMBHS User access to CMBHS via Website or Data Exchange for the duration of the UA exclusively for data submission.
- B. Provide telephone numbers for CMBHS User to obtain access to expert assistance for CMBHS-related problem resolution and provide technical assistance in a manner and within limits defined by DSHS.
- C. Provide initial CMBHS training.
- D. Conduct scheduled conference calls with CMBHS User to address issues related to data submission.

- E. Administratively discharge any active client for whom an update assessment and authorization is not completed 30 days after the expiration of their most recent authorization for MH services.

Failure of DSHS to enforce a right under this UA shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved. Furthermore, DSHS reserves the right to limit or deny access to CMBHS by the CMBHS User at any time for any reason.

SECTION IV. ROLES AND RESPONSIBILITIES OF CMBHS USER

- A. CMBHS User shall have appropriate Internet access and an adequate number of computers of sufficient capability to use the CMBHS.
- B. CMBHS User will submit all Uniform Assessment data in accordance with DSHS utilization management guidelines and manual for all Medicaid managed care enrolled clients who receive mental health related case management or rehabilitative services.
- C. Regarding Security Administrators:
 - 1. CMBHS User shall designate a Security Administrator and a back-up Security Administrator.
 - 2. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current.
 - 3. CMBHS User shall notify the CMBHS Help-desk within five (5) business days of any change to the designated Security Administrator or the back-up Security Administrator.
 - 4. CMBHS User shall complete and submit a CMBHS Security Attestation Form Biannually to CMBHS Help-desk.
- D. Regarding Security Violations:
 - 1. CMBHS User shall notify DSHS CMBHS Helpline immediately if a security violation is detected, or if CMBHS User has any reason to suspect the security or integrity of CMBHS data has been or may be compromised in any way.
 - 2. CMBHS User shall immediately block access to CMBHS of any person who should no longer have access to CMBHS, due to severance of employment with CMBHS User or otherwise, or immediately modify access when there is a change in the user's job responsibilities that affects the user's need for access to CMBHS, and update records on a daily basis to reflect any changes in account status.
- E. CMBHS User shall provide ongoing end-user training.
- F. CMBHS User shall submit all reports and information that may be required by DSHS.
- G. CMBHS User agrees that Website is the sole property of DSHS.
- H. CMBHS User agrees to treat Software and data as confidential and shall not, without the express written permission of DSHS, take any action that will compromise the confidentiality of the Software and data, including the following:
 - I. CMBHS User shall not demonstrate, copy, sell, loan, lease, assign, license, transfer or market Software or any portion of Software without the prior written consent of DSHS.
 - J. With the exception of developing and implementing technology to fulfill contracted services between CMBHS User and Medicaid Managed Care Organization (i.e. delivery of mental health services), including but not limited to development and implementation of assessment tools, data exchange, and customized reports, CMBHS User shall not modify, prepare

derivative works, reuse, disassemble, decompile, reverse engineer or otherwise translate Software or any portion of Software without the prior written consent of DSHS.

- K. CMBHS User shall ensure that any entity or individual to which it discloses information about CMBHS material subject to this UA will adhere to all provisions of this UA as if the entity/individual were a CMBHS User.
- L. CMBHS User acknowledges that it shall have a limited, non-exclusive, non-transferable license to use the Website for the term of this UA.
- M. CMBHS User hereby assigns to DSHS all right, title, and interest to any recommendations regarding modifications or additions to the Website and all property rights therein, including without limitation all patent, copyright, trade secret, mask work, trademark, moral right, or other intellectual property rights.
- N. CMBHS User is responsible for all costs incurred by CMBHS User in connection with the collection and submission of data to CMBHS.
- O. CMBHS User assumes all liability arising from the use of or inability to use, the Website or any incidental or consequential damages, including, without limitation, loss of data.

SECTION V. TERM OF THE UA

This UA shall be effective as of the date of the last signature and end at the termination of the CMBHS User's contract with a Texas Medicaid Managed Care Organization, unless earlier terminated as provided elsewhere in this UA.

SECTION VI. AUTHORITY

DSHS enters into this UA under the authority of Health and Safety Code, Chapter 1001. This UA is governed by and construed and enforced according to the laws of the State of Texas. CMBHS User shall comply with all applicable federal, state, and local law, regulations, and ordinances in connection with its activities pursuant to this UA.

If any provision(s) of this UA shall be found by a court to be void, invalid, or unenforceable, the provision(s) shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this UA.

SECTION VII. AMENDMENTS

Amendments to this UA shall be in writing and signed by the Parties.

SECTION VIII. TERMINATION

- A. Either DSHS or CMBHS User may terminate this UA with or without cause with 30 days' written notice.
- B. DSHS may terminate the user's access to CMBHS at any time without notice if DSHS, in its sole discretion determines that there is a threat to the security of the data in CMBHS.
- C. If either Party terminates this UA for cause, the cause for termination shall be communicated in writing to the other Party.

SECTION IX. CONFIDENTIALITY

CMBHS User shall comply with the Health Information Portability and Accountability Act of 1996, as amended and all rules and regulations thereto (collectively, HIPAA) and all applicable state laws related to the privacy and security of data. In accordance with the HIPAA Privacy Rule’s Minimum Necessary standard, CMBHS User shall, if it is a HIPAA Covered Entity or Business Associate of a Covered Entity (as such terms are defined in the HIPAA regulations), provide patient data that includes all requisite fields.

This exchange of patient data between covered entities and business associates of covered entities is authorized by the Privacy Rule to support health care operations. Applicable rules and regulations, including the HIPAA Security Rule, shall apply to all data provided and systems utilized by the Parties for relevant activities undertaken pursuant to this UA.

CMBHS User shall immediately notify DSHS of any access, use, or disclosure of confidential information that may be in violation of HIPAA and shall assist DSHS in performing any investigation and notice that may be required pursuant to HIPAA.

CMBHS User shall have a written security policy and procedure that ensures adequate system security and protection of confidential information.

CMBHS User will adhere to all confidentiality contract requirements in Texas Medicaid Managed Care program contracts entered into by the CMBHS User.

SECTION X. PRIMARY CONTACTS

All communications between the Parties shall be made through the CMBHS Helpline and the CMBHS User’s Primary Contact to the maximum extent possible.

The initial Primary Contact for CMBHS User is:

Name	
Title	
Email	
Phone	

The CMBHS User shall notify the CMBHS Helpline via email of any change in their Primary Contact.

SECTION XI. ENTIRE AGREEMENT

The Parties acknowledge that this UA is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this UA, other than as set forth in this UA.

By signing below, the Parties acknowledge that they have read the UA and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this UA on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

CMBHS USER

By: _____
Signature of Authorized Official

By: _____
Signature of Authorized Official

Date

Date

Lauren Lacefield Lewis
Assistant Commissioner for Mental Health
and Substance Abuse Division

Printed Name and Title

1100 West 49th Street

Address

Austin, TX 78756

City, State, Zip

512.206.5145

Telephone Number

Lauren.Lacefieldlewis@dshs.state.tx.us

E-mail Address for Official
Correspondence

MCO Information

MCO Name:

MCO Contract Number:

MCO Contract Term:
