

**INTERLOCAL COOPERATION CONTRACT
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS00058860001**

The Health and Human Services Commission (“**HHSC**”) and Texoma Community Center (“**Local Government**,” or “**LIDDA**”), each a “**Party**” and collectively the “**Parties**,” enter into the following LIDDA Performance Contract (the “**Contract**”) pursuant to the provisions of the “Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code, and Chapters 533A and 534 of the Texas Health and Safety Code.

I. PARTIES

HHSC

Name: Health and Human Services Commission
Address: 701 W.51st Street
City and Zip: Austin, 78751
Contact Person: Sarah Nelson
Telephone: 512.438.3948
Fax number: 512.438.2180
E-Mail Address: Sarah.Nelson01@hhsc.state.tx.us
Agency Number: 529

Local Government

Name: Texoma Community Center
Address: 315 W McLain Drive
City and Zip: Sherman, 75092
Contact Person: Diana Cantu
Telephone: 903-957-4739
Fax number:
E-Mail Address: dcantu@texomacc.org
Agency Number:
Component Code: 290

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in the Attachments to this Contract.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on September 1, 2019, and terminates on August 31, 2021, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

IV. AMENDMENT

The Parties to this Contract may modify this contract only through the execution of a written amendment signed by both parties. Amendments will be signed by the HHSC delegated signature authority and the LIDDA’s Executive Director, unless written notice otherwise is provided pursuant to Section 5.15 of Attachment D (Special Terms and Conditions).

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of HHSC's share of this Contract for fiscal year 2020 shall not exceed \$876,515.82. The LIDDA's share of this Contract for fiscal year 2020, the local match, is \$65,510.00. The total value of this Contract for fiscal year 2020 shall not exceed \$942,026.28. Specific information related to each party's share of the contract value are identified in **Attachment B-Budget/Required Local Match**.

The estimated funding amount may either be ratified or amended in writing at the sole discretion of HHSC, based on changes in appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract. No work may begin, and no expenditures may be incurred until the HHSC issues a written Notice to Proceed. This Notice to Proceed will either include a ratified funding amount or an amended funding amount, which will be incorporated into this Contract by a subsequent Amendment.

VI. LEGAL NOTICES

Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

HHSC
Health and Human Services Commission
4405 N. Lamar Blvd. Mail Code 1100
Austin, TX 78751
Attention: Office of the Chief Counsel

Local Government
Texoma Community Center
315 W McLain Drive
Sherman, Texas 75092
Attention: Daniel Thompson

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

VII. CERTIFICATIONS

The undersigned contracting parties certify that:

- (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;

- (2) each Party executing this Contract on its behalf has full power and authority to enter into this Contract;
- (3) the proposed arrangements serve the interest of efficient and economical administration of state government; and
- (4) the services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR HHSC CONTRACT NO. HHS000588600001

HEALTH AND HUMAN SERVICES COMMISSION

LOCAL GOVERNMENT

DocuSigned by:
Ruth T. Johnson
Signature

DocuSigned by:
Diana Cantu
Signature

Ruth T. Johnson
Printed Name

Diana Cantu
Printed Name

Chief Operating Officer
Title

Interim Executive Director
Title

September 3, 2019
Date of Signature

September 3, 2019
Date of Signature

THE FOLLOWING ATTACHMENTS TO THIS HHSC CONTRACT ARE HEREBY INCORPORATED INTO THE CONTRACT BY REFERENCE:

- ATTACHMENT A-1: Statement of Work
- ATTACHMENT A-2: Performance Measures and Outcome Targets
- ATTACHMENT A-3: Description of IDD Services
- ATTACHMENT A-4: PASSR Requirements and Enhanced Community Coordination
- ATTACHMENT A-5: HCS and TxHmL Interest Lists Maintenance
- ATTACHMENT A-6: Medicaid Program Enrollment Requirements
- ATTACHMENT A-7: Options for IDD Services and Supports
- ATTACHMENT A-8: IDD Submission Calendar
- ATTACHMENT A-9: Guidelines for Determining and Changing Designated LIDDA
- ATTACHMENT A-10: Guidelines for Determining Less Restrictive Setting
- ATTACHMENT A-11: Community First Choice (CFC): Assessments, Service Planning and Service Coordination
- ATTACHMENT A-12: Medicaid Estate Recovery Program
- ATTACHMENT A-13: Permanency Planning Requirements
- ATTACHMENT A-14: Voter Registration
- ATTACHMENT A-15: Crisis Respite
- ATTACHMENT A-16: Crisis Intervention Specialist
- ATTACHMENT B: Budget/ Required Local Match
- ATTACHMENT C: Uniform Terms and Conditions, Local Government, Version 2.12

**ATTACHMENT D: Local Intellectual and Developmental Disability Authority
(LIDDA) Special Conditions**

ATTACHMENT E: Data Use Agreement

ATTACHMENT F: Assurances - Non-Construction Programs

**ATTACHMENT G: Fiscal Federal Funding Accountability and Transparency Act
(FFATA) Certification**

ATTACHMENT A-1 STATEMENT OF WORK

ARTICLE 1-DESIGNATION AND DELEGATION OF AUTHORITY

1.1 **Designation.** In accordance with Tex. Health and Safety Code §§533A.035(a) and 534.105, local intellectual and developmental disability authority (“**LIDDA**”) is the designated local intellectual and developmental disability authority for the local service area (“**LSA**”) consisting of the following counties:

1.2 **Delegation.** In accordance with Tex. Health and Safety Code §533A.035(a), Health and Human Services Commission (“**HHSC**”) hereby delegates to LIDDA the authority and responsibility for planning, policy development, coordination, including coordination with criminal justice entities, resource allocation, and resource development for, and oversight, of intellectual and developmental disability (“**IDD**”) services in the most appropriate and available setting to meet individual needs in the LSA.

ARTICLE 2-LIDDA REQUIREMENTS

2. Authority Functions

2.1 **Local Planning.** LIDDA shall conduct local planning in the LSA as follows:

2.1.1 LIDDA shall develop and implement a local plan that is consistent with the strategic priorities referenced in the HHSC Strategic Plan at <https://hhs.texas.gov/health-and-human-services-strategic-plan-2015-2019>; and in accordance Tex. Health and Safety Code §533A.0352.

2.1.2 LIDDA shall post the current local plan on the LIDDA’s Internet website or the website of one of the LIDDA’s local sponsoring agencies.

2.1.3 Through its local board, the LIDDA shall appoint, charge, and support one or more Planning and Network Advisory Committees (“**PNACs**”). The role of the PNAC is to represent the perspectives of individuals, family members and other stakeholders on the provision of services and supports. The PNAC ensures that stakeholders’ input plays a significant role in the local planning and networking process as well as in policy making and service delivery design. It acts as a liaison between the local board and community by advocating for community needs and becoming a catalyst for a broader scope of participation. The PNAC must be composed of at least nine members, fifty percent of whom shall be Individuals or family members of Individuals, including family members of children or adolescents, or another composition approved by HHSC. LIDDA shall fill any vacancy on the PNAC within three months of the creation of the vacancy or within the timeframe required by the LIDDA’s bylaws.

- 2.1.4 PNAC members must be objective and avoid even the appearance of conflicts of interest in performing the responsibilities of the committee.
- 2.1.5 LIDDA shall establish outcomes and reporting requirements for each PNAC in accordance with relevant portions of the *Guidelines for Local Service Area Planning*.
- 2.1.6 LIDDA shall ensure all PNAC members receive initial and ongoing training and information necessary to achieve expected outcomes in accordance with relevant portions of the *Guidelines for Local Service Area Planning*.
- 2.1.7 LIDDA may develop alliances with other LIDDAs to form regional PNACs.
- 2.1.8 LIDDA may develop a combined IDD and mental health PNAC. If the LIDDA develops such a PNAC, the fifty percent individual and family member representation must consist of equal numbers of mental health and IDD individuals and family members.

2.2 Policy Development

- 2.2.1 LIDDA shall develop and implement policies to address the needs of the LSA in accordance with state and federal laws. The policies shall include consideration of public input, best value, and individual care issues.

2.3 Coordination

- 2.3.1 LIDDA shall ensure coordination of services within the LSA. Such coordination must ensure collaboration with other agencies, criminal justice entities, other child-serving agencies (e.g., Texas Education Agency (“TEA”), Department of Family and Protective Services (“DFPS”)), Independent School Districts (“ISDs”), family advocacy organizations, local businesses, and community organizations. LIDDA shall, in accordance with applicable rules, ensure that services are coordinated:
 - A. Among network providers; and
 - B. Between network providers and other persons necessary to establish and maintain continuity of service.
- 2.3.2 LIDDA shall provide individuals a choice among all eligible network providers.
- 2.3.3 LIDDA shall participate in the Community Resource Coordination Group for Children and Adolescents (“CRCG”) and the Community Resource Coordination Group for Adults (“CRCGA”) in the LSA, in accordance with the memorandum of understanding, described in the CRCG - MOU, required by the Tex. Gov't Code §531.055 (regarding *Memorandum of Understanding on Services for Persons Needing Multiagency Services*), by providing one or more representatives to each group with authority and expertise in IDD services.

2.3.4 LIDDA shall notify the CRCG in the county of residence of the parent or guardian of a person younger than 22 years of age with a developmental disability if such a person will be placed by the LIDDA in a group home or other residential facility, as required by Tex. Gov't Code 531.154(a)(3).

2.3.5 LIDDA shall cooperate with TEA in individual transition planning for child and adult individuals receiving special education services including Independent School Districts (“ISDs”), in accordance with 34 CFR §300.320(b), Definition of individualized education program, §300.321(b), IEP Team.

2.4 Resource Development

2.4.1 LIDDA shall identify and create opportunities to make additional resources available to the LSA which will ultimately benefit individuals (e.g., applying for grants and partnering with other organizations).

2.4.2 LIDDA shall optimize earned revenues and maintain a Claims Management System.

2.5 Resource Allocation

2.5.1 LIDDA shall maintain an administrative and fiscal structure that separates LIDDA and provider functions, including ensuring service coordinators do not perform provider functions.

2.5.2 LIDDA shall ensure best value in the distribution of resources through the provider network and implement utilization management activities to ensure efficient use of resources.

2.6 Oversight of IDD Services

2.6.1 LIDDA shall ensure the provision of IDD services by assembling and managing a network that offers individual choice to the extent possible and ensure that providers are selected based on their qualifications and representation of best value.

2.6.2 LIDDA shall subcontract in accordance with applicable laws and HHSC rules governing contract management for LIDDAs (40 Tex. Admin. Code Chapter 2, Subchapter B).

2.6.3 LIDDA shall objectively monitor and evaluate service delivery and provider performance.

2.6.4 LIDDA shall require contracted medical service providers to meet the same professional qualifications as medical service providers employed by the LIDDA.

2.6.5 LIDDA shall consider public input, ultimate cost benefit, and care issues to ensure individual choice and the best use of public money in assembling a network of services providers and in making recommendations relating to the most appropriate and available treatment alternatives for individuals.

2.6.6 LIDDA shall respond appropriately to provider complaints and appeals.

2.6.7 LIDDA shall comply with the following requirements relating to the LIDDA's quality management program:

A. Develop, update as necessary, and implement a Quality Management Plan that describes the LIDDA's quality management program, including the LIDDA's methods for:

- (1) Involving stakeholders in the quality management program;
- (2) Measuring, assessing, and improving the LIDDA's authority functions;
- (3) Measuring, assessing, and improving the services provided by or through the LIDDA;
- (4) Measuring, analyzing, and improving service capacity and access to services;
- (5) Measuring, assessing, and reducing critical incidents and incidents of individual abuse, neglect and exploitation and improving the individual rights protection process;
- (6) Assessing and improving the process for reviewing rights restrictions; and
- (7) Measuring, assessing, and improving the accuracy of data reported by the LIDDA.

B. Make the current Quality Management Plan available to HHSC staff and to the public upon request.

C. For a deficiency identified by HHSC related to critical health, safety, rights, or abuse and neglect, LIDDA shall immediately correct the deficiency and within five business days after receipt of a request from HHSC, develop a corrective action plan (CAP) that adequately addresses the correction of the deficiency that includes a description of local oversight activities to monitor and maintain the correction of the identified problem, and submit, in accordance with the IDD Submission Calendar, to HHSC for approval.

D. Within 30 days after receipt of a request from HHSC, develop a CAP that adequately addresses the correction of a deficiency other than one related to critical health, safety, rights, or abuse and neglect that was identified by HHSC during oversight activities and that includes a description of local oversight activities to monitor and maintain the improvement of the identified problem,

and submit, in accordance with the IDD Submission Calendar, to HHSC for approval.

2.7 Other LIDDA Functions

2.7.1 In addition to other LIDDA functions described in sections 2.1-2.6 of this Attachment, the following are also considered to be authority functions:

- A. LIDDA shall provide screening, eligibility determination; and service coordination as described in the LIDDA handbook.
- B. LIDDA shall maintain the LIDDA's HCS/TxHmL Interest List as described in the LIDDA handbook.
- C. LIDDA shall be responsible for enrollments in Medicaid programs as described in the Medicaid Program Enrollment Requirements and the Medicaid Estate Recovery Program.
- D. LIDDA shall conduct intake activities and provide an explanation of IDD services and supports as described in the Options for IDD Services and Supports.
- E. LIDDA shall provide permanency planning, as described in the Permanency Planning Requirements to this Contract.
- F. LIDDA shall ensure the provision of crisis respite in the LIDDA's local service area accordance with the requirements stated in the Crisis Respite of this Contract.
- G. LIDDA shall assign one full-time employee or contract employee as a lead crisis intervention specialist to oversee all activities required by the Crisis Intervention Specialist of this Contract.

2.7.2 LIDDA shall supervise and ensure the provision of IDD services identified in the Description of IDD Services to the following individuals located within the LSA:

A. LIDDA Priority Population

- (1) In accordance with the definition of "LIDDA priority population" found in 40 Tex. Admin. Code, Chapter 5, Subchapter D, § 5.5153(17) (Diagnostic Assessment), LIDDA priority population is a group comprised of persons who meet one or more of the following descriptions:
 - (a) A person with an intellectual disability, as defined by Tex. Health and Safety Code §591.003(15-a);
 - (b) A person with autism spectrum disorder, as defined in the Diagnostic and Statistical Manual of Mental Disorders;

- (c) A person with a related condition, who is eligible for, and enrolling in services in the ICF/IID Program, Home and Community-based Services (HCS) Program, or Texas Home Living (TxHmL) Program
 - (d) A nursing facility resident who is eligible for specialized services for intellectual disability or a related condition pursuant to Section 1919(e)(7) of the Social Security Act;
 - (e) A child who is eligible for Early Childhood Intervention services through the HHSC; and
 - (f) A person diagnosed by an authorized provider as having a pervasive developmental disorder through a diagnostic assessment completed before November 15, 2015.
- (2) The determination of eligibility for the priority population must be made through the use of assessments and evaluations performed by qualified professionals. Individuals who are members of the priority population are eligible to receive IDD services identified in the Description of IDD Services, as appropriate for the individual's level of need, eligibility for a particular service, and the availability of that service.
- (3) Since resources are insufficient to meet the service needs of every individual in the priority population, services should be provided to meet the most intense needs first. Intense needs are determined as follows:
- (a) an individual is in danger or at risk of losing his or her support system, especially the living arrangement or supports needed to maintain self;
 - (b) an individual is at risk of abuse or neglect;
 - (c) an individual's basic health and safety needs not being met through current supports;
 - (d) an individual is at risk for functional loss without intervention or preventive or maintenance services; or
 - (e) an individual demonstrates repeated criminal behavior.
- (4) **Miscellaneous**

LIDDA may serve individuals who have resided in a state supported living center on a regular admission status, but who may not be in the priority population.

2.8 General Program

- 2.8.1 LIDDA shall provide services to all individuals without regard to the individual's criminal history.
- 2.8.2 LIDDA shall provide individual benefits assistance in accordance with section 2.8.3 of this Attachment A and comply with Tex. Health and Safety Code §533A.008(e) regarding individual benefits training.

- 2.8.3 LIDDA shall ensure at least one staff member receives training that is provided semi-annually through the Texas Council's Individual Benefits Organization;
- A. LIDDA shall identify a staff member designated by LIDDA to serve as a liaison to Health and Human Services Disability Determination Services;
 - B. LIDDA shall identify a staff member designated by LIDDA to serve as a liaison to Health and Human Services Disability Determination Services;
 - C. LIDDA shall annually screen all current individuals to determine their potential eligibility for Supplemental Security Income ("SSI"), Social Security Disability Income ("SSDI"), and Medicaid;
 - D. LIDDA shall screen all new individuals found eligible for services to determine their potential eligibility for SSI, SSDI, and Medicaid;
 - E. LIDDA shall ensure a staff member who has received the training required in section 2.8.3(A) of the Contract reviews all cases screened as having low eligibility potential to determine the screening's accuracy;
 - F. LIDDA shall ensure all cases reviewed and determined to have moderate to high eligibility potential for Medicaid, SSDI and SSI will be assisted with the benefits applications;
 - G. LIDDA shall assist all individuals who have been denied SSI or SSDI benefits to appeal their denial of benefits, from the initial appeal (Reconsideration) level to the second level (Administrative Hearing).
 - H. LIDDA shall ensure the LIDDA's billing staff are notified of individuals' benefits approval and application dates, to allow completion of retroactive billing within 90 days for allowable Medicaid services from the date of the application. The Social Security Administration (SSA) will contact the individual's designated representative; and
 - I. LIDDA shall identify staffing that is adequate to ensure sufficient focus and capacity to provide benefits assistance in accordance with the requirements in sections 2.8.3(A) through 2.8.3(H) of this Attachment. Referral to contractors paid on contingency fees for benefits assistance does not meet the requirements of section 2.8 of this Attachment.
- 2.8.4 LIDDA shall ensure all service coordinators are trained in job duties as outlined in this Performance Contract and have access to and use of a complete copy of this Performance Contract and the LIDDA handbook. HHSC will post the Contract on the Agency website.

- 2.8.5 LIDDA, as requested by HHSC, shall assist in transferring a individual's Intermediate Care Facility for Individuals with an Intellectual Disability or Related Condition ("ICF/IID") Program, Home and Community-based Services Program ("HCS") or Texas Home Living ("TxHmL") Program services, or financial management services agency services from one provider to another due to closure of the provider's facility or termination of the provider's contract.
- 2.8.6 LIDDA shall provide meaningful access to its programs, services, and activities and ensure adequate communication through language assistance services for individuals and legally authorized representatives ("LARs") with limited English proficiency, sensory impairments, and/or speech impairments.
- 2.8.7 LIDDA shall cooperate with other LIDDAs, Area Agencies on Aging ("AAAs"), and HHSC local community services regional offices to ensure efficient access and intake processes for all HHSC services and programs. LIDDA shall cooperate with Managed Care Organizations ("MCOs") to ensure efficient access and intake and programmatic processes for all HHSC services and programs and Community First Choice ("CFC") services.
- 2.8.8 This Contract references CARE ("Client Assignment and Registration"). Certain functions of CARE may transition to new data management systems during the contract period stated in section III of the Signature Document (Contract Period and Renewal). The impacted functions and the effective date of the transition will be communicated to the LIDDA at a later date. Such communication will include a crosswalk identifying the data management system to the applicable contract provision. The provisions of the crosswalk (relating to which data management system applies) shall take precedence over those identified in this Contract.
- 2.8.9 LIDDA shall establish a public phone number for each county in the LSA to access IDD services and ensure the phone number remains dedicated for that purpose and is not reassigned. LIDDA may have the same phone number for more than one county. The phone number(s) for the county or counties must be submitted on Form S (Contact List). Form S may be obtained upon request from the HHSC IDD Performance Units Contracts Section.

2.9 IDD Services

- 2.9.1 LIDDA shall meet the quarterly IDD Community Service Target as identified in the Performance Measures and Outcome Targets.
- 2.9.2 LIDDA shall meet the quarterly performance measures and outcome targets as identified in the Performance Measures and Outcome Targets.

2.9.3 LIDDA shall obtain written approval from HHSC prior to using contract funds to:

- A. Develop a new residential program location; or
- B. Provide residential services to an individual.

2.9.4 LIDDA shall comply with the following Medicaid-related items:

- A. Contract with HHSC to participate in Targeted Case Management (“TCM”) (i.e., service coordination for Medicaid recipients and Preadmission Screening and Residential Review (“PASRR”)) and contract with HHSC to participate in Administrative Claiming.
- B. Limit its participation as a waiver program provider to the capacity indicated in the CARE Screen C70, except that HHSC may grant a temporary increase in the enrollment capacity in accordance with the Medicaid Program Enrollment Requirements, Section 1.2.14 of this Contract.
- C. Perform the enrollment for the waiver programs in accordance with the Medicaid Program Enrollment Requirements and HHSC rules governing the HCS Program and the TxHmL Program.
- D. Perform the Medicaid Estate Recovery Program (“MERP”) responsibilities in accordance with the Medicaid Estate Recovery Program.
- E. Enter into an agreement with managed care organizations (“MCOs”) in their local service areas related to eligibility determinations, assessments, and service coordination for certain individuals participating in Community First Choice (“CFC”).
- F. Refrain from contracting with an MCO as a provider of CFC services for which the LIDDA fulfills the service coordination and assessment role.
- G. Assist a resident of a state supported living center (“SSLC”) with completing a move from the SSLC within 180 days after the interdisciplinary team (“IDT”) refers the resident for community placement (as indicated on the CARE XPTR report HC023200).
- H. Provide services to individuals referred by the Texas Youth Commission, in accordance with 37 Tex. Admin. Code Chapter 380, Subchapter B, Division 2, Programming for Youth with Specialized Treatment Needs, §380.8779, (relating to Discharge of Non-Sentenced Offenders with Mental Illness or Intellectual Disability).
- I. Ensure the provision of all required services identified in the Description of IDD Services each quarter.

- J. Submit all required service encounters per the *IDD Service Grid Instructions*, *HHSC Service Grid* and *Field Definitions*, and submit supplemental assignment data in CARE as necessary to ensure accuracy of individual's service record.
- K. Review annually with each individual currently receiving General Revenue services or the individual's LAR the Explanation of *IDD Services* and Supports referenced in the Options for IDD Services and Supports.
- L. Ensure *LIDDA* staff monitoring an individual who is on community placement status from an SSLC complies with the applicable requirements of §2.278 of 40 Tex. Admin. Code, Chapter 2, Subchapter F (Continuity of Services—State [IDD] Facilities).
 - (1) Submit the first written report required by §2.278 of 40 Tex. Admin. Code to the SSLC within the first 90 days after the individual has moved from the SSLC and submit subsequent reports at least every 90 days thereafter for the duration the *LIDDA* is responsible for monitoring the individual in accordance with §2.278.
 - (2) Access the long-term services and supports (LTSS) screening portal on a routine basis, acknowledge receipt of a referral within 14 calendar days after the referral was transmitted to the *LIDDA*, and follow up on the referral in accordance with the *LIDDA*'s established processes.

2.10 ADMINISTRATIVE

2.10.1 *LIDDA* shall designate a medical specialist who is a:

- A. registered nurse;
- B. advance practice nurse;
- C. physician's assistant; or
- D. medical doctor.

2.10.2 *LIDDA* shall require the designated medical specialist to coordinate training, technical assistance, and support, as needed, to residential and other providers who serve individuals with IDD with complex medical needs who have been diverted or transitioned from institutions to services in the community.

2.10.3 *LIDDA* shall develop internal procedures for:

- A. processing requests when individuals or their LARs or actively involved family members indicate a preference for a service or support on the Identification of Preferences form (Form 8648); and
- B. ensuring documentation of the individual's preferences of a service or support exists to substantiate their preference and the date the preference was indicated.

2.10.4 LIDDA shall maintain access to the following HHSC databases:

- A. Community Services Interest List (“CSIL”);
- B. Client Assignment and Registration System (“CARE”);
- C. Texas Medicaid & Healthcare Partnership (“TMHP”);
- D. Intellectual and Development Disabilities and Behavioral Health Outpatient Warehouse (“MBOW”);
- E. Secure File Transfer Protocol (“SFTP”);
- F. Service Authorization System Online (“SASO”);
- G. IDD Operations Portal; and
- H. Any other applicable databases or applications.

2.10.5 Designate and report all LIDDA contacts listed on the Form S. Update the Form S within five working days of any change.

2.10.6 LIDDA shall have an emergency plan that addresses specific types of emergencies and disasters that pertain to the area of the state in which the LIDDA is located, including natural disasters, fire, equipment failure, a pandemic, and terrorism. LIDDA’s plan must include:

- A. a complete list of program sites (which include program sites of contract providers) in which the LIDDA is providing services funded by general revenue services;
- B. a process for a designated LIDDA staff to contact HHSC in a timely manner with details of an emergency, actions taken, and any future plans (e.g., a plan to evacuate individuals to another location);
- C. methods to physically protect or recover individuals’ records;
- D. a training program for all staff on emergency situations (within 30 days of employment and annually) and a requirement for quarterly drills and post-drill evaluation;
- E. a process for post-emergency evaluation of emergency plan's effectiveness, including incorporating improvement activities;
- F. a process by which the LIDDA can produce a complete list of individuals receiving services at each program site, the names and phone numbers of their emergency contacts, the level of assistance needed by individuals, any special needs of individuals (e.g., types of medication), and individuals’ durable medical equipment or assistive devices;
- G. LIDDA staff who have access to a list of:
 - (1) Names of all direct service LIDDA staff with their home addresses and personal telephone numbers; and
 - (2) one contact number for each contractor;
- H. the process to update staff and individual information (e.g., departing staff and individuals are deleted from the list, new staff and their roles and responsibilities are added to the list, new individuals are added to the list, changing needs of a individual);

- I. an emergency plan for each program site that addresses relevant emergencies appropriate to the program site's services, individuals, and geographic location. A program site emergency plan must:
 - (1) clearly identify the roles and responsibilities of specific staff during each type of emergency addressed in the plan;
 - (2) include a process for a program site staff to contact the LIDDA administrative office in a timely manner with details of an emergency, actions taken, and any future plans (e.g., a plan to evacuate individuals to another location); and
 - (3) include an evacuation plan for each type of emergency addressed by the plan, which ensures reliable and available transportation, an appropriate destination, that staff are knowledgeable about individuals' needs, and allows for individuals to have access to their assistive devices; and
 - J. an exemption for the requirement in section 2.10.6 I. (1) for a program site that is accredited/certified/licensed through a certifying body provided the LIDDA has evidence that the program site has an emergency plan that has been reviewed and approved by the certifying body. LIDDA must provide HHSC with such evidence upon request by the HHSC Contract Manager.
- 2.10.7 LIDDA must ensure staff members at program sites are knowledgeable of the emergency plans and that staff and individuals follow the plans during drills and real emergencies.

ATTACHMENT A-2
PERFORMANCE MEASURES AND OUTCOME TARGETS
ARTICLE I

No.	Performance Measure	Outcome Target
1	Percent of all enrollments into HCS that meet timelines specified in the LIDDA handbook (Medicaid Program Enrollment Requirements)	at least 95% for each quarter
2	Percent of permanency plans completed that meet timeline requirements specified in Permanency Planning Requirements	at least 95% for each quarter
3	Percent of all PASRR evaluations (PEs) or resident reviews completed and entered into the LONG-TERM Care (LTC) Online Portal within seven calendar days after receiving a copy of the PASRR Level 1 (PL1) screening from the referring entity or notification from the LTC Online Portal as required by 40 Tex. Admin. Code, Chapter 17, §17.302(a)	at least 95% for each quarter
4	Percent of compliance with developing an Individual Service Plan (ISP) using Form 1041 for a designated resident within 30 days after the completion of the resident's PE as required by PASRR Requirements and Enhanced Community Coordination	at least 95% for each quarter
5	Percent of HCS and TxHmL interest list population contacted for biennial review as required in HCS Interest List Maintenance	(a) At least 50% by the end of FY20 (b) 100% by the end of FY21

ARTICLE II.

No.	Performance Measure	Outcome Target
1	Quarterly IDD Community Service Target	60

ARTICLE III.

No.	Performance Measure	Outcome Target
1	Percent of compliance with conducting Community Living Options (CLO) at a service coordinator's first visit with a designated resident living in a nursing facility and at least every six months	at least 95% for each quarter

	thereafter as long as the resident is living in a nursing facility as required by 40 Tex. Admin. Code, Chapter 17, §17.501(b) (2).	
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Article IV

No.	PERFORMANCE MEASURE	<u>OUTCOME TARGET</u>
1	The Contract LIDDA will provide community living options information to all individuals living in the assigned SSLC and/or their LAR a minimum of one time per year.	<u>100%</u>
2	The Contract LIDDA will complete the CLOIP instrument and provide a written report to the SSLC and Designated LIDDA no later than 14 calendar days prior to the individual’s SSLC annual planning meeting.	<u>100%</u>
3	The Contract LIDDA will attend the SSLC annual planning meeting in person or by teleconference 100% of the time unless the resident and/or their LAR has specifically requested the LIDDA not participate.	<u>100%</u>

ATTACHMENT A-3 Description of IDD Services

* Indicates that the LIDDA must establish a reasonable standard charge for this service. For those services that have multiple grid codes (as listed on the last page of this section), the LIDDA must establish a standard charge for each service grid code.

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
Screening (a service that is an authority function that may be subcontracted)	Gathering information to determine a need for services. This service is performed face-to-face or by telephone contact with persons. Screening includes the process of documenting consumers' initial and updated preferences for services and the LIDDA's biennial contact of consumers on the Home and Community-based Services (HCS) Interest List and the Texas Home Living (TxHmL) Interest List. The service does not include providing information and referrals.	Required
Eligibility Determination (a service that is an authority function that may be subcontracted)	An interview and assessment or an endorsement conducted in accordance with Tex. Health and Safety Code, §593.005, and 40 Tex. Admin. Code Chapter 5, Subchapter D to determine if an individual has an intellectual disability or is a member of the IDD priority population.	Required This meets the requirements of Tex. Health and Safety Code §534.053(a)(3).
* Service Coordination (a service that is an authority function that may NOT be subcontracted)	Assistance in accessing medical, social, educational, and other appropriate services and supports that will help a consumer achieve a quality of life and community participation acceptable to the consumer as described in the plan of services and supports. Service coordination functions are: <ul style="list-style-type: none"> ▪ assessment — identifying the consumer's needs and the services and supports that address those needs as they relate to the nature of the consumer's presenting problem and disability; ▪ service planning and coordination — identifying, arranging, advocating, collaborating with other agencies, and linking for the delivery of outcome-focused services and supports that address the consumer's needs and desires; ▪ monitoring — ensuring the consumer receives needed services, evaluating the effectiveness and adequacy of services, and determining if identified outcomes are meeting the consumer's needs and desires; and ▪ crisis prevention and management — linking and assisting the consumer to secure services and supports that will prevent or manage a crisis. 	Required This meets the requirements of Tex. Health and Safety Code §534.053(a)(4),(5).

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
	<p>The plan of services and supports is based on a person-directed process that is consistent with the [HHSC] <i>Person Directed Planning Guidelines</i> and describes:</p> <ul style="list-style-type: none"> ▪ the consumer's desired outcomes; and ▪ the services and supports, including service coordination services, to be provided to the consumer, with specifics concerning frequency and duration. 	
	<p>This service category includes the following:</p> <p>A. Basic Service Coordination: Service Coordination performed in accordance with 40 Tex. Admin. Code Chapter 2, Subchapter L.</p> <p>B. Continuity of Services: Activities performed in accordance with:</p> <ul style="list-style-type: none"> ▪ 40 Tex. Admin. Code Chapter 2, Subchapter F, for a consumer residing in a State Supported Living Center whose movement to the community is being planned or for a consumer who formerly resided in a state facility and is on community-placement status, or ▪ Section 2. 2. 4. of the Statement of Work to this Contract for a consumer enrolled in the Intermediate Care Facility for Individuals with an Intellectual Disability or Related Condition (ICF/IID) Program to maintain the consumer's placement or to develop another placement for the consumer. <p>C. Service Authorization and Monitoring: Services provided to a consumer who is assessed as having a single need (provision of this service counts toward Total Served if the consumer is receiving no other general revenue-funded IDD service).</p> <p>D. Service Coordination – HCS or TxHmL Program Service Coordination for consumers enrolled in the HCS Program or Texas Home Living (TxHmL) Program in accordance with 40 Tex. Admin. Code Chapter 9, Subchapter D or Subchapter N.</p>	
*IDD Community Services (provider services that may be subcontracted)	Services provided to assist a consumer to participate in age-appropriate community activities and services. The type, frequency, and duration of services are specified in the consumer's plan of services and supports.	

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
	<p>This service category includes:</p> <p>A. Community Support: Individualized activities that are consistent with the consumer's plan of services and supports and provided in the consumer's home and at community locations (e.g., libraries and stores). Supports include:</p> <ul style="list-style-type: none"> ▪ habilitation and support activities that foster improvement of, or facilitate, a consumer's ability to perform functional living skills and other daily living activities; ▪ activities for the consumer's family that help preserve the family unit and prevent or limit out-of-home placement of the consumer; ▪ transportation for a consumer between home and the consumer's community employment site or day habilitation site; and ▪ transportation to facilitate the consumer's employment opportunities and participation in community activities. 	Optional
	<p>B. Respite: Planned or emergency short-term relief services provided to the consumer's unpaid caregiver when the caregiver is temporarily unavailable to provide supports. This service provides a consumer with personal assistance in daily living activities (e.g., grooming, eating, bathing, dressing and personal hygiene) and functional living tasks. The service includes assistance with: planning and preparing meals; transportation or assistance in securing transportation; assistance with ambulating and mobility; reinforcement of behavioral support or specialized therapies activities; assistance with medications and the performance of tasks delegated by an RN in accordance with state law; and supervision of the consumer's safety and security. The service also includes habilitation activities, use of natural supports and typical community services available to all people, social interaction and participation in leisure activities, and assistance in developing socially valued behaviors and daily living and functional living skills.</p>	<p>Required</p> <p>This meets the requirements of Tex. Health and Safety Code §534.053(a)(4).</p>
	<p>C. Employment Assistance: Assistance to a consumer in locating paid, individualized, competitive employment in the community, including:</p> <ul style="list-style-type: none"> ▪ helping the consumer identify employment preferences, job skills, work requirements and conditions; and ▪ identifying prospective employers offering employment compatible with the consumer's identified preferences, skills, and work requirements and conditions. 	Optional*
	<p>D. Supported Employment: Supported employment is provided to a consumer who has paid, individualized, competitive employment in the community (i.e., a setting that includes non-disabled workers) to help the consumer sustain that employment. It includes individualized support services consistent with the consumer's plan of services and supports as well as supervision, self employment, and training.</p>	Optional*

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
	<p>E. Behavioral Support: Specialized interventions by professionals with required credentials to assist a consumer to increase adaptive behaviors and to replace or modify maladaptive behavior that prevent or interfere with the consumer's inclusion in home and family life or community life. Support includes:</p> <ul style="list-style-type: none"> ▪ assessing and analyzing assessment findings so that an appropriate behavior support plan may be designed; ▪ developing an individualized behavior support plan consistent with the outcomes identified in the consumer's plan of services and supports; ▪ training and consulting with family members or other providers and, as appropriate, the consumer; ▪ and monitoring and evaluating the success of the behavioral support plan and modifying the plan as necessary. 	Optional*
	<p>F. Nursing: Treatment and monitoring of health care procedures prescribed by physician or medical practitioner or required by standards of professional practice or state law to be performed by licensed nursing personnel.</p>	Optional
	<p>G. Specialized Therapies: Specialized therapies are:</p> <ul style="list-style-type: none"> ▪ assessment and treatment by licensed or certified professionals for: <ul style="list-style-type: none"> • social work services; • counseling services; • occupational therapy; • physical therapy; • speech and language therapy; • audiology services; • dietary services; • behavioral health services, other than those provided by a local mental health authority pursuant to its contract with the Health and Human Services Commission (HHSC); and • training and consulting with family members or other providers. 	Optional
	<p>H. Vocational Training: Day Training Services provided to a consumer in an industrial enclave, a work crew, a sheltered workshop, or an affirmative industry, to enable the consumer to obtain employment. Contract funds are not used for the cost of production.</p>	Optional

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
	<p>I. Day Habilitation: Assistance with acquiring, retaining, or improving self help, socialization, and adaptive skills necessary to live successfully in the community and to participate in home and community life. Individualized activities are consistent with achieving the outcomes identified in the consumer's plan of services and supports and activities are designed to reinforce therapeutic outcomes targeted by other service components, school or other support providers. Day habilitation is normally furnished in a group setting other than the consumer's residence for up to six (6) hours a day, five (5) days per week on a regularly scheduled basis. The service includes personal assistance for consumers who cannot manage their personal care needs during the day habilitation activity as well as assistance with medications and the performance of tasks delegated by a RN in accordance with state law.</p>	Optional*
	<p>J. Independent Living Skills Training: Individualized activities that are consistent with the individual service plan and provided in a person's residence and at community locations (e.g. libraries and stores). Supports include:</p> <ul style="list-style-type: none"> ▪ habilitation and support activities that foster improvement of, or facilitate, the person's ability to perform functional living skills and other daily living activities; ▪ activities for the person's family that help preserve the family unit and prevent or limit out-of-home placement of the person; and ▪ transportation to facilitate the person's employment opportunities and participation in community activities, and between the person's residence and day habilitation site. 	Required by contract for Nursing Facility Residents only
Crisis Intervention Services	<p>K. Lead Crisis Intervention Specialist: In accordance with the Crisis intervention Specialist section:</p> <ul style="list-style-type: none"> ▪ Provides information about IDD programs and services; collaborates with LIDDA staff and Transition Support Team members to identify individuals with IDD in the LIDDA's local service area who are at risk of requiring crisis services. ▪ 	Required by contract
Crisis Respite	<p>L. Additional Staff: Provide support to the Lead Crisis Intervention Specialist in fulfilling the responsibilities identified in section K of the Description of IDD Services.</p> <p>M. Crisis Respite – Out-of-Home: Therapeutic support provided in a safe environment with staff on-site providing 24-hour supervision to an individual who is demonstrating a crisis that cannot be stabilized in a less intensive setting. Out of home respite is provided in a setting for which the state provides oversight (for example, an ICF, a HCS group home, a Department of State Health Services - authorized crisis respite facility or crisis residential facility).</p> <p>N. Crisis Respite – In-Home: Therapeutic support provided to an individual, who is demonstrating a crisis, in the individual's home when it is deemed clinically appropriate for the individual to remain in his/her natural environment and it is anticipated the crisis can be stabilized within a continuous 72-hour period.</p>	Required by contract

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
Residential Services (provider services that may be subcontracted)	<p>Twenty-four hour services provided to a consumer who does not live independently or with his or her natural family. These services are provided by employees or contractors of the LIDDA who regularly stay overnight in the consumer's home.</p> <p>This service category includes:</p> <ul style="list-style-type: none"> A. Family Living: Residential Services provided to no more than three consumers living in a single residence that is not a Contracted Specialized Residence. B. Residential Living: Residential Services provided to more than three consumers living in a single residence that is not a Contracted Specialized Residence. C. Contracted Specialized Residences: Residential Services provided to a consumer in a general hospital, a substance abuse program, an autism program, or an AIDS hospice. 	Optional

*Note: PASRR Specialized Services are required by contract

Service Category	CARE Code	Grid Code	Name of Service	Report III-HDD Crosswalk
Screening	NA	311	Screening	A.1.1.1
Eligibility Determination	R005	321	Eligibility Determination (DID / endorsement)	A.1.1.1
NA	NA	323	ICAP without DID (Determination of Intellectual Disability (formerly DMR))	A.1.1.1
Service Coordination (SC)	R014	351	Basic Service Coordination (SC)	A.1.1.2.2
	R019	341	SC – Continuity of Services	A.1.1.2.1
	R017	355	SC - Service Authorization and Monitoring	A.1.1.2.1
	R014 R01A	351	SC - HCS or TxHmL Program R014 is used to represent the service delivery and R01A is used to identify the service coordinator. Both codes are necessary.	A.1.1.2.2
Enhanced Community Coordination (ECC)	RONF R019 R014 R01A	347	ECC – Pre-Move Site Review (diverting or transitioning from an NF or SSLC as required by the PASRR Requirements and Enhanced Community Coordination. <i>Note: A service coordinator may use this grid code if the service coordinator meets the qualifications and experience of an enhanced community coordinator and maintains a caseload of no more than 30 individuals.</i>	A.1.1.2.4 Line 741
	RONF R019 R014 R01A	348	ECC – Post-Move Monitoring Review (diverting or transitioning from a Nursing Facility (NF) or SSLC as required by the PASRR Requirements and Enhanced Community Coordination. <i>Note: A service coordinator may use this grid code if the service coordinator meets the qualifications and experience of an enhanced community coordinator and maintains a caseload of no more than 30 individuals.</i>	A.1.1.2.4 Line 741

	RONF R019 R014 R01A	373	ECC – Transition Planning for individual who is diverting or transitioning from an NF or SSLC <i>Note: A service coordinator may use this grid code if the service coordinator meets the qualifications and experience of an enhanced community coordinator and maintains a caseload of no more than 30 individuals.</i>	A.1.1.2.4 Line 741
	RONF R019 R014 R01A	374	ECC – Other ECC activities not otherwise identified above for an individual who is diverting or transitioning from an NF or SSLC <i>Note: A service coordinator may use this grid code if the service coordinator meets the qualifications and experience of an enhanced community coordinator and maintains a caseload of no more than 30 individuals.</i>	A.1.1.2.4 Line 741
Pre-admission Screening Resident Review (PASRR)	RONF R014	351	PASRR Service Coordination (SC)	A.1.1.2.2
	RONF RONR	366	SC – Community Living Options (CLO)	A.1.1.2.2
	RONF	370	SC – Any NF (Service Planning Team) SPT exclusive of the Initial or Quarterly SPT	A.1.1.2.2
	RONF	371	SC – Initial/Renewal	A.1.1.2.2
	RONF RO14 RO1A	372	SC – Quarterly Service Planning Meeting	A.1.1.2.2
	PASRR Specialized Services:			
	RO41	375	Employment Assistance	A.5.1.3 Line 740
	RO42	376	Supported Employment	A.5.1.3 Line 740
	RO21	377	Independent Living Skills Training	A.5.1.3 Line 740
	RO53	378 (1-2.9hrs) 379 (3+hrs)	Day Habilitation	A.5.1.3 Line 740

	RO55	380	Behavioral Support	A.5.1.3 Line 740
Habilitation Coordination	RONH	361 362	Habilitation Coordination	A.5.1.2 Line 740
IDD Community Services	R021	3101	Community Support	A.4.2.1
	R022	3122 hourly, 3132 daily	Out-of-Home Respite	A.4.2.2.2
	R023	3123 hourly, 3133 daily	In-Home Respite	A.4.2.2.1
	R041	3401	Employment Assistance	A.4.2.3
	R042	3402	Supported Employment	A.4.2.3
	R043	3403	Vocational Training	A.4.2.4
	R053	3104	Day Habilitation	A.4.2.5
	R055	3206	Behavioral Support	A.4.2.6.2
	R054	3209	Nursing	A.4.2.6.3
	RO54	3201 speech / language 3202 PT 3203 OT 3211 behavioral health services 3210 social work, counseling, audiology, and dietary	Specialized Therapies	A.4.2.6.1
Crisis Respite	NA	3112 hourly, 3114 daily	Crisis Respite Out-of-Home	A.4.2.2.4
	NA	3113 hourly, 3115 daily	Crisis Respite In-Home	A.4.2.2.3
Crisis Intervention Specialist	NA	3207	Lead Crisis Intervention Specialist	A.1.1.2.5 Line 766
	NA	3208	Crisis Intervention Specialist (Additional Staff)	A.1.1.2.5 Line 766
Residential Services	R031	3301	Residential - Family Living	A.4.2
	R032	3304	Residential Living	A.4.2
	R033	3303	Contracted Specialized Residences	A.4.2.7
NA	NA	360	Benefits Eligibility Determination	A.1.1.1
NA	NA	345	Permanency Planning Review	A.1.1
NA	NA	365	Community Living Options Information Process (CLOIP)	A.4.2.8

NA	NA	311	PASRR Level II Evaluation	A.1.1.1
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ATTACHMENT A-4
PASRR REQUIREMENTS AND ENHANCED COMMUNITY
COORDINATION

ARTICLE 1- PREADMISSION SCREENING AND RESIDENT REVIEW (PASRR)

1.1 **PASRR.** LIDDA must Comply with all PASRR requirements set forth in the LIDDA’s Medicaid Provider Agreement for the Provision of Intellectual Disability Service Coordination and PASRR and 40 Tex. Admin. Code Chapter 17. If a PASRR Evaluation (“**PE**”) is positive, the LIDDA must complete and provide the PASRR Evaluation Report Form 1014 to the individual and LAR that describes the specialized services being recommended. If, during a PE, the LIDDA suspects an individual of having ID or DD but is unable to confirm the individual has a diagnosis of ID or DD due to lack of records or access to family history, the LIDDA must ensure compliance with the requirements in the handbook.

1.2 Nursing Facility Diversion

1.2.1 LIDDA must designate a staff member as the Diversion Coordinator who:

- A. is at least credentialed as a qualified intellectual disabilities professional (“**QIDP**”); and
- B. has two years' experience in coordinating or providing services to individuals with IDD, including those with complex medical needs, in the community.

1.2.2 LIDDA must ensure that the Diversion Coordinator performs the following duties:

- A. On a quarterly basis, as indicated in the PASRR Reporting Manual, report to HHSC the number of individuals admitted to nursing facilities, diverted from nursing facilities, and residing in a nursing facility for more than 90 days; and
- B. On a quarterly basis, as indicated in the PASRR Reporting Manual, provide HHSC with information about barriers individuals have experienced in moving from a nursing facility to the community.

1.3 Administrative Requirements

- (1) LIDDA must submits reports of non-compliance to initiate specialized services to the IDD Performance Contracts unit using the PASRR Reporting of Non-Compliance form (formerly the form entitled “PASRR LIDDA/LMHA Report of NF Non-Compliance to Consumer Rights and Services”) by the 15th of every month for the previous month’s data.
- (2) Upon notice from and in a format approved by HHSC, the LIDDA must provide data and other information related to the services and requirements.

- (3) At least semi-annually, LIDDA must provide or arrange for the provision of educational or informational activities addressing community living options for individuals in nursing facilities in the LIDDA's local service area and their families. These activities may include family-to-family and peer-to-peer programs, providing information about the benefits of community living options, facilitating visits in such settings, and offering opportunities to meet with other individuals who are living, working, and receiving services in integrated settings, with their families, and with community providers.
 - (A) These educational or informational activities must be provided by persons who are knowledgeable about community services and supports.
 - (B) These activities must not be provided by nursing facility staff or others with a contractual relationship with nursing facilities.
 - (C) LIDDA must maintain documentation related to an offer of and attendance at educational or informational activities in the record for each individual in a nursing facility.
 - (D) LIDDA must maintain evidence of the content of and attendance at each semi-annual educational or informational activity.
- (4) LIDDA must maintain a list of all individuals residing in a nursing facility who express an interest in transitioning to the community to any employee, contractor, or provider of specialized services. For each individual on the list, LIDDA must notify the habilitation coordinator to discuss community living options.
- (5) For an individual in a nursing facility, LIDDA must request reimbursement for the delivery of specialized services provided by the LIDDA in accordance with instructions on Form 1048 (Summary Sheet for Services to Individuals with IDD in a Nursing Facility) no later than the 15th day of the month that follows the month of service delivery.
- (6) For an individual in a nursing facility receiving service coordination who is transitioning to the community, LIDDA must fund service coordination through Targeted Case Management.

ARTICLE 2. ENHANCED COMMUNITY COORDINATION

2.1 Qualifications and Duties of Enhanced Community Coordinator

- 2.1.1 For all individuals of any age diverting or transitioning from a nursing facility (“NF”) or transitioning from a state supported living center (SSLC) as required in the handbook, LIDDA shall ensure:
 - (A) the individual is assigned an enhanced community coordinator who:
 - (B) meets the qualifications of a service coordinator in accordance with 40 Tex. Admin. Code, §2.559 (Minimum Qualifications); and

has two years' experience in providing service coordination to individuals with IDD; and the assigned enhanced community coordinator:

- (1) complies with the rules governing service coordination for an individual with an intellectual disability (40 Tex. Admin. Code, Chapter 2, Local Authority Responsibilities, Subchapter L, Service Coordination for Individuals with an Intellectual Disability);
- (2) provides intensive and flexible support to achieve success in a community setting, including arranging for support needed to prevent and manage a crisis, such as a Transition Support Team or crisis respite;
- (3) provides pre- and post-transition services;
- (4) monitors the individual as required by the LIDDA handbook for one year after transition or diversion; and
- (5) maintains a case load of no more than 30 individuals regardless of whether the community coordinator provides service coordination to other individuals who are not covered under the provisions.

2.2 Use of Designated Funds for Enhanced Community Coordination

2.2.1 LIDDA shall utilize designated funds, as submitted and approved by HHSC, to enhance an individual's natural supports and promote successful community living, such as:

- (A) One-time emergency assistance;
- (B) Rental or utility assistance;
- (C) Nutritional supplements;
- (D) Clothing; and
- (E) Medication;
- (F) Items to address an individual's special needs, including minor home modifications not funded by other sources;
- (G) Transportation to and from trial visits with community providers; and
- (H) Educational tuition assistance, such as vocational programs through community colleges so an individual can develop job skills.

2.3 Reporting

2.3.1 LIDDA shall submit quarterly reporting to the Performance Contracts mailbox by the 15th of the month that follows the previous fiscal quarter using a format prescribed by HHSC.

2.4 Payments

- (1) Upon funding, HHSC will pay LIDDA an amount not to exceed the allocation provided to the LIDDA to provide enhanced community coordination. Funds will be paid in compliance with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (UGG), which may be found online at: <http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1&rgn=div5>.

- (2) Under these requirements, LIDDA may request payment be provided in advance or may submit requests for reimbursement of costs.
 - (A) Under 2 CFR §200.305, Reimbursement is the preferred method when the requirements in paragraph (b) cannot be met, when the federal awarding agency sets a specific condition per §200.207 (Specific Conditions), or when a non-federal entity requests payment by reimbursement. Requests for advance payment are subject to the financial management standards test and requirements established by UGG. An advance payment request must:
 - (1) be limited to cash needed to meet the immediate needs of the grant project;
 - (2) minimize time between advances and payments for grants activities; and
 - (3) be deposited in a separate interest-bearing account and interest earned on grant funds must be returned to the federal government.

 - (B) If the LIDDA requests reimbursement for costs, LIDDA must submit an invoice, no later than the 15th day of the month that follows the month of service delivery, on a template provided by HHSC and include supporting documentation as described by HHSC.

ATTACHMENT A-5 HCS and TxHmL Interest Lists Maintenance

Article 1 LIDDA COMPLIANCE AND MONITORING

- (1) Local Intellectual and Development Disability Authority (LIDDA) must comply with the LIDDA handbook.

- (2) A LIDDA must maintain an up-to-date interest list of applicants interested in receiving HCS or TxHmL Program services for whom the LIDDA is the applicant's designated LIDDA in HHSC data system in accordance with [HHSC] rule 40 Tex. Admin. Code, Chapter 9, Subchapter D, Rule §9.157(a) and [HHSC] rule 40 Tex. Admin. Code, Chapter 9, Subchapter N, Rule §9.566(a).

- (3) LIDDA must monitor and review pertinent XPTR reports (i.e., HC027880.W, HC027882.W, HC027883.M, and HC027884.W) to ensure compliance with the outcome targets for biennial contacts as required in the Performance Measures and Outcome Targets.

ARTICLE 2 REQUESTING A CHANGE TO THE LISTS

- (1) A request for the Health and Human Services Commission (HHSC) to change HCS or TxHmL Interest Lists information for an individual must be made by the IDD Services Director or a designee who reports to the IDD Services Director.

ATTACHMENT A-6

MEDICAID PROGRAM ENROLLMENT REQUIREMENTS

ARTICLE 1 ENROLLMENT INTO THE HCS PROGRAM AND TXHML PROGRAM

1.1 Local Intellectual and Developmental Disability Authority (“**LIDDA**”) shall:

1.1.1 Designate staff to complete enrollments for the following programs:

- (a) Home and Community-based Services (“**HCS**”) Program;
- (b) Texas Home Living (“**TxHmL**”) Program; and
- (c) Community First Choice (“**CFC**”).

1.1.2 Require all designated staff to complete all online enrollment Health and Human Services Commission (“**HHSC**”) training before performing enrollment activities and at least annually thereafter for as long as the staff performs enrollment activities for the **LIDDA**. The training can be found at:

<https://hhs.texas.gov/doing-business-hhs/provider-portals/long-term-care-providers/local-intellectual-developmental-disability-authority-lidda/lidda-training-opportunities>

1.1.3 Ensure designated enrollment staff do not perform functions for the **LIDDA**’s provider operations.

1.2 **LIDDA** shall:

1.2.1 Not allow any of the **LIDDA**’s staff from its provider operations to initiate contact with the individual or **LAR** prior to the completion of the Documentation of Provider Choice form.

1.2.2 For an individual who is being enrolled in the **TxHmL** Program, ensure the **LIDDA** service coordinator facilitates the completion of Form 8586 (**TxHmL** Program Service Coordination Notification).

1.2.3 Maintain the following completed forms in the individual's record:

- (a) Verification of Freedom of Choice form;
- (b) Documentation of Provider Choice form; and
- (c) Texas Home Living Program Service Coordination Notification (Form 8586), if applicable.

(d) for an individual who is being enrolled in the HCS or TxHmL Program, ensure the LIDDA service coordinator facilitates the completion of form 8511 (Understanding Program Eligibility).

ARTICLE 2 ENROLLMENT INTO THE ICF/IID PROGRAM

2.1 LIDDA shall:

2.1.1. Complete enrollment of an individual into the ICF/IID Program in accordance with HHSC rules.

ATTACHMENT A-7

OPTIONS FOR IDD SERVICES AND SUPPORTS

- 1.1** In response to an inquiry for information about programs and services for an individual with an intellectual disability, the LIDDA must:
- a. provide an explanation of services and supports to the individual and LAR or an actively involved person;
 - b. provide an oral explanation to at least one family member of the individual, if possible, if an LAR to whom the LIDDA provides an oral explanation of programs and services is not a family member of the individual;
 - c. provide an explanation of the different type of residential options, if the individual is seeking residential services; and
 - d. provide an explanation of permanency planning, if the individual seeking residential services is under 22 years of age.
- 1.2** The LIDDA must follow form retention policies as identified in the LIDDA Handbook.

ATTACHMENT A-8 IDD SUBMISSION CALENDAR

For tracking of receipt purposes, electronic mail submissions must be sent to the Health and Human Services Commission (HHSC) at IDDperformance.contracts@hhsc.state.tx.us and hard copy contract submissions must be sent to the HHSC's IDD Performance Contracts Unit Contract Manager. When a local intellectual and developmental disability authority (LIDDA) submits an electronic or facsimile submission, LIDDA must maintain original submission for their records. Performance Contracts Unit will forward electronic mail and hard copy submissions to the appropriate department. Encounter Data must be submitted using the secure file transfer protocol and CARE submissions must be submitted using CARE.

Submission Type:

- “HC” – Hard Copy Submission to Contract Manager
- “E” – Electronic Submission to HHSC
- “CARE” – Submission Using CARE
- “SFTP” – File Transfer Protocol
- “MBOW” – IDD and Behavioral Health Outpatient Data Warehouse

September 2019

Type	Document	Due Date
E	Form S – Contact List with FYs 20 and 21 Performance Contract	9/2/19
SFTP	Local Plan	9/2/19
SFTP	Quality Management Plan	9/2/19
SFTP	Annual Historically Underutilized Businesses (HUB) Sub-Contracting Report (Form F)	9/9/19
SFTP	PASRR IDD Specialized Services Invoices for August 2019	9/16/19
SFTP	PASRR Reporting of Non-Compliance form for August 2019	9/16/19
SFTP	Quarterly PASRR Report (Q4)	9/12/19
SFTP	FY 2019 Q4 Preliminary IDD Financial Reporting-CARE Report III	9/16/19
SFTP	Crisis Services Q4 Report	9/16/19
SFTP	ECC Invoice for August 2019 Expenditures	9/16/19
SFTP	Transition Support Team Invoice for August 2019 Expenditures	9/16/19
SFTP	ECC Q4 Report	9/16/19
SFTP	Transition Support Team Q4 Report	9/16/19
SFTP	MFP Travel Reports for August 2019	9/16/19
SFTP	Monthly Encounter Data for August 2019	9/16/19 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for August 2019	9/30/19

October 2019

Type	Document	Due Date
SFTP	FY 2020 Financial Budget CARE Report III	10/1/19
SFTP	ECC Invoice for September 2019 Expenditures	10/15/19
SFTP	Transition Support Team Invoice for September 2019 Expenditures	10/15/19
SFTP	MFP Travel Reports for September 2019	10/15/19
SFTP	PASRR IDD Specialized Services Invoices for September 2019	10/15/19

SFTP	PASRR Reporting of Non-Compliance form for September 2019	10/15/19
SFTP	Monthly Encounter Data for September 2019	10/16/19 by 4 a.m.
HC/E	FY 2019 Q4 Financial Statements and Certification Form G	10/17/19
CARE	Monthly IDD - Critical Incident Data for September 2019	10/31/19

November 2019

Type	Document	Due Date
HC/E/F	HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date for Q1	11/15/19
SFTP	ECC Invoice for October 2019 Expenditures	11/15/19
SFTP	Transition Support Team Invoice for October 2019 Expenditures	11/15/19
SFTP	PASRR IDD Specialized Services Invoices for October 2019	11/15/19
SFTP	PASRR Reporting of Non-Compliance form for October 2019	11/15/19
SFTP	MFP Travel Reports for October 2019	11/15/19
SFTP	Monthly Encounter Data for October 2019	11/18/19 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for October 2019	11/29/19

December 2019

Type	Document	Due Date
SFTP	Quarterly PASRR Report (Q1)	12/12/19
SFTP	FY 2020 Q1 Financial Reporting-CARE Report III	12/16/19
SFTP	Crisis Services Q1 Report	12/16/19
SFTP	ECC Invoice for November 2019 Expenditures	12/16/19
SFTP	Transition Support Team Invoice for November 2019 Expenditures	12/16/19
SFTP	ECC Q1 Report	12/16/19
SFTP	Transition Support Team Q1 Report	12/16/19
SFTP	PASRR IDD Specialized Services Invoices for November 2019	12/16/19
SFTP	PASRR Reporting of Non-Compliance form for November 2019	12/16/19
SFTP	MFP Travel Reports for November 2019	12/16/19
SFTP	Monthly Encounter Data for November 2019	12/16/19 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for November 2019	12/31/19
SFTP	FY 2019 Q4 IDD Financial Reporting-CARE Report III	12/30/19 by 5 p.m.

January 2020

Type	Document	Due Date
SFTP	LIDDA Diversion Coordinator Job Description and Qualifications	1/10/20
SFTP	PASRR IDD Specialized Services Invoices for December 2019	1/15/20
SFTP	MFP Travel Reports for December 2019	1/15/20
SFTP	ECC Invoice for December 2019 Expenditures	1/15/20
SFTP	Transition Support Team Invoice for December 2019 Expenditures	1/15/20
SFTP	PASRR Reporting of Non-Compliance form for December 2019	1/15/20
SFTP	Monthly Encounter Data for December 2019	1/16/20 by 4 a.m.
HC/E	FY 2020 Q1 Financial Statements and Certification Form G	1/17/20
CARE	Monthly IDD - Critical Incident Data for December 2019	1/31/20

February 2020

Type	Document	Due Date
HC/E	Single Audit for FY 2019 (2 Hard copies and electronic)	2/3/20
SFTP	PASRR IDD Specialized Services Invoices for January 2020	2/17/20
SFTP	MFP Travel Reports for January 2020	2/17/20
HC/E/F	HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date for Q2	2/17/20
SFTP	ECC Invoice for January 2020 Expenditures	2/17/20
SFTP	Transition Support Team Invoice for January 2020 Expenditures	2/17/20
SFTP	PASRR Reporting of Non-Compliance form for January 2020	2/17/20
SFTP	Monthly Encounter Data for January 2020	2/17/20 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for January 2020	2/28/20

March 2020

Type	Document	Due Date
HC/E	Corrective Action Plan for FY 2019 Single Audit or a "Letter of no Findings"	3/2/20
SFTP	Quarterly PASRR Report (Q2)	3/10/20
SFTP	PASRR IDD Specialized Services Invoices for February 2020	3/16/20
SFTP	MFP Travel Reports for February 2020	3/16/20
SFTP	Crisis Services Q2 Report	3/16/20
SFTP	ECC Invoice for February 2020 Expenditures	3/16/20
SFTP	Transition Support Team Invoice for February 2020 Expenditures	3/16/20
SFTP	ECC Q2 Report	3/16/20
SFTP	Transition Support Team Q2 Report	3/16/20
SFTP	PASRR Reporting of Non-Compliance form for February 2020	3/16/20
SFTP	Monthly Encounter Data for February 2020	3/16/20 by 4 a.m.
SFTP	FY 2020 Q2 IDD Financial Reporting-CARE Report III	3/16/20
CARE	Monthly IDD - Critical Incident Data for February 2020	3/31/20

April 2020

Type	Document	Due Date
SFTP	PASRR IDD Specialized Services Invoices for March 2020	4/15/20
SFTP	MFP Travel Reports for March 2020	4/15/20
SFTP	ECC Invoice for March 2020 Expenditures	4/15/20
SFTP	Transition Support Team Invoice for March 2020 Expenditures	4/15/20
SFTP	PASRR Reporting of Non-Compliance form for March 2020	4/15/20
SFTP	Monthly Encounter Data for March 2020	4/16/20 by 4 a.m.
HC/E	FY 2020 Q2 Financial Statements and Certification Form G	4/17/20
CARE	Monthly IDD – Critical Incident Data for March 2020	4/30/20

May 2020

Type	Document	Due Date
SFTP	PASRR IDD Specialized Services Invoices for April 2020	5/15/20
SFTP	MFP Travel Reports for April 2020	5/15/20
HC/E/F	HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date for Q3	5/15/20
SFTP	ECC Invoice for April 2020 Expenditures	5/15/20
SFTP	Transition Support Team Invoice for April 2020 Expenditures	5/15/20
SFTP	PASRR Reporting of Non-Compliance form for April 2020	5/15/20
SFTP	PASRR Annual Report – Service Coordination caseload methodologies	5/15/20
SFTP	Monthly Encounter Data for April 2020	5/18/20 by 4 a.m.
CARE	Monthly IDD – Critical Incident Data for April 2020	5/29/20

June 2020

Type	Document	Due Date
SFTP	LIDDA Diversion Coordinator Job Description and Qualifications	6/12/20
SFTP	Quarterly PASRR Report (Q3)	6/12/20
SFTP	PASRR IDD Specialized Services Invoices for May 2020	6/15/20
SFTP	MFP Travel Reports for May 2020	6/15/20
SFTP	FY 2020 Q3 IDD Financial Reporting– CARE Report III	6/15/20
SFTP	Crisis Services Q3 Report	6/15/20
SFTP	ECC Invoice for May 2020 Expenditures	6/15/20
SFTP	Transition Support Team Invoice for May 2020 Expenditures	6/15/20
SFTP	ECC Quarterly Report	6/15/20
SFTP	Transition Support Team Q3 Report	6/15/20
SFTP	PASRR Reporting of Non-Compliance form for May 2020	6/15/20
SFTP	Monthly Encounter Data for May 2020	6/16/20 by 4 a.m.
CARE	Monthly IDD – Critical Incident Data for May 2020	6/30/20
E	Transition Support Team Annual Satisfaction Survey	6/30/20

July 2020

Type	Document	Due Date
SFTP	PASRR IDD Specialized Services Invoices for June 2020	7/15/20
SFTP	MFP Travel Reports for June 2020	7/15/20
SFTP	ECC Invoice for June 2020 Expenditures	7/15/20
SFTP	Transition Support Team Invoice for June 2020 Expenditures	7/15/20
SFTP	PASRR Reporting of Non-Compliance form for June 2020	7/15/20
SFTP	Monthly Encounter Data for June 2020	7/16/20 by 4 a.m.
HC/E	FY 2020 Q3 Financial Statements and Certification Form G	7/17/20
CARE	Monthly IDD – Critical Incident Data for June 2020	7/31/20

August 2020

Type	Document	Due Date
SFTP	PASRR IDD Specialized Services Invoices for July 2020	8/17/20
SFTP	MFP Travel Reports for July 2020	8/17/20
HC/E/F	HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date for Q4	8/17/20

SFTP	ECC Invoice for July 2020 Expenditures	8/17/20
SFTP	Transition Support Team Invoice for July 2020 Expenditures	8/17/20
SFTP	PASRR Reporting of Non-Compliance form for July 2020	8/17/20
SFTP	Monthly Encounter Data for July 2020	8/17/20 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for July 2020	8/31/20
HC/E	Financial Audit Engagement Letter for FY 2020	8/31/20

September 2020

Type	Document	Due Date
SFTP	Form S – Contact List with FYs 20 and 21 Performance Contract	9/1/20
SFTP	Local Plan	9/1/20
SFTP	Quality Management Plan	9/1/20
SFTP	Annual Historically Underutilized Businesses (HUB) Sub-Contracting Report (Form F)	9/9/20
SFTP	Quarterly PASRR Report (Q4)	9/14/20
SFTP	PASRR IDD Specialized Services Invoices for August 2020	9/15/20
SFTP	PASRR Reporting of Non-Compliance form for August 2020	9/15/20
SFTP	MFP Travel Reports for August 2020	9/15/20
SFTP	FY 2020 Q4 Preliminary IDD Financial Reporting– CARE Report III	9/15/20
SFTP	Crisis Services Q4 Report	9/15/20
SFTP	ECC Invoice for August 2020 Expenditures	9/15/20
SFTP	Transition Support Team Invoice for August 2020 Expenditures	9/15/20
SFTP	ECC Q4 Report	9/15/20
SFTP	Transition Support Team Q4 Report	9/15/20
SFTP	Monthly Encounter Data for August 2020	9/16/20 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for August 2020	9/30/20

October 2020

Type	Document	Due Date
SFTP	FY 2021 Financial Budget – CARE Report III	10/1/20
SFTP	ECC Invoice for September 2020 Expenditures	10/15/20
SFTP	Transition Support Team Invoice for September 2020 Expenditures	10/15/20
SFTP	PASRR IDD Specialized Services Invoices for September 2020	10/15/20
SFTP	PASRR Reporting of Non-Compliance form for September 2020	10/15/20
SFTP	MFP Travel Reports for September 2020	10/15/20
SFTP	Monthly Encounter Data for September 2020	10/16/20 by 4 a.m.
HC/E	FY 2020 Q4 Financial Statements and Certification Form G	10/19/20
CARE	Monthly IDD - Critical Incident Data for September 2020	10/30/20

November 2020

Type	Document	Due Date
HC/E/F	HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date for Q1	11/16/20
SFTP	ECC Invoice for October 2020 Expenditures	11/16/20

SFTP	Transition Support Team Invoice for October 2020 Expenditures	11/16/20
SFTP	PASRR IDD Specialized Services Invoices for October 2020	11/16/20
SFTP	PASRR Reporting of Non-Compliance form for October 2020	11/16/20
SFTP	MFP Travel Reports for October 2020	11/16/20
SFTP	Monthly Encounter Data for October 2020	11/16/20 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for October 2020	11/30/20

December 2020

Type	Document	Due Date
SFTP	Quarterly PASRR Report (Q1)	12/14/20
SFTP	FY 2021 Q1 Financial Reporting– CARE Report III	12/15/20
SFTP	Crisis Services Q1 Report	12/15/20
SFTP	ECC Invoice for November 2020 Expenditures	12/15/20
SFTP	Transition Support Team Invoice for November 2020 Expenditures	12/15/20
SFTP	ECC Q1 Report	12/15/20
SFTP	Transition Support Team Q1 Report	12/15/20
SFTP	MFP Travel Reports for November 2020	12/15/20
SFTP	PASRR IDD Specialized Services Invoices for November 2020	12/15/20
SFTP	PASRR Reporting of Non-Compliance form for November 2020	12/15/20
SFTP	Monthly Encounter Data for November 2020	12/16/20 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for November 2020	12/30/20
SFTP	FY 2020 Q4 Final IDD Financial Reporting– CARE Report III	12/30/20 by 5 p.m.

January 2021

Type	Document	Due Date
SFTP	LIDDA Diversion Coordinator Job Description and Qualifications	1/11/21
SFTP	PASRR IDD Specialized Services Invoices for December 2020	1/15/21
SFTP	MFP Travel Reports for December 2020	1/15/21
SFTP	ECC Invoice for December 2020 Expenditures	1/15/21
SFTP	Transition Support Team Invoice for December 2020 Expenditures	1/15/21
SFTP	PASRR Reporting of Non-Compliance form for December 2020	1/15/21
SFTP	Monthly Encounter Data for December 2020	1/18/21 by 4 a.m.
HC/E	FY 2021 Q1 Financial Statements and Certification Form G	1/18/21
CARE	Monthly IDD - Critical Incident Data for December 2020	1/29/21

February 2021

Type	Document	Due Date
HC/E	Single Audit for FY 2020 (2 Hard copies and electronic)	2/1/21
SFTP	PASRR IDD Specialized Services Invoices for January 2021	2/15/21
SFTP	MFP Travel Reports for January 2021	2/15/21
HC/SFTP/F	HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date for Q2	2/15/21
SFTP	ECC Invoice for January 2021 Expenditures	2/15/21
SFTP	Transition Support Team Invoice for January 2021 Expenditures	2/15/21

SFTP	PASRR Reporting of Non-Compliance form for January 2021	2/15/21
SFTP	Monthly Encounter Data for January 2021	2/16/21 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for January 2021	2/26/21

March 2021

Type	Document	Due Date
HC/E	Corrective Action Plan for FY 2020 Single Audit or a "Letter of no Findings"	3/1/21
SFTP	PASRR Quarterly Report (Q2)	3/10/21
SFTP	PASRR IDD Specialized Services Invoices for February 2021	3/15/21
SFTP	MFP Travel Reports for February 2021	3/15/21
SFTP	Crisis Services Q2 Report	3/15/21
SFTP	ECC Invoice for February 2021 Expenditures	3/15/21
SFTP	Transition Support Team Invoice for February 2021 Expenditures	3/15/21
SFTP	ECC Q2 Report	3/15/21
SFTP	Transition Support Team Q2 Report	3/15/21
SFTP	PASRR Reporting of Non-Compliance form for February 2021	3/15/21
SFTP	Monthly Encounter Data for February 2021	3/16/21 by 4 a.m.
SFTP	FY 2021 Q2 IDD Financial Reporting- CARE Report III	3/16/21
CARE	Monthly IDD - Critical Incident Data for February 2021	3/31/21

April 2021

Type	Document	Due Date
SFTP	PASRR IDD Specialized Services Invoices for March 2021	4/15/21
SFTP	MFP Travel Reports for March 2021	4/15/21
SFTP	ECC Invoice for March 2021 Expenditures	4/15/21
SFTP	Transition Support Team Invoice for March 2021 Expenditures	4/15/21
SFTP	PASRR Reporting of Non-Compliance form for March 2021	4/15/21
SFTP	Monthly Encounter Data for March 2021	4/16/21 by 4 a.m.
HC/E	FY 2021 Q2 Financial Statements and Certification Form G	4/19/21
CARE	Monthly IDD – Critical Incident Data for March 2021	4/30/21

May 2021

Type	Document	Due Date
SFTP	PASRR IDD Specialized Services Invoices for April 2021	5/17/21
SFTP	MFP Travel Reports for April 2021	5/17/21
HC/SFTP/F	HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date for Q3	5/17/21
SFTP	ECC Invoice for April 2021 Expenditures	5/17/21
SFTP	Transition Support Team Invoice for April 2021 Expenditures	5/17/21
SFTP	PASRR Reporting of Non-Compliance form for April 2021	5/17/21
SFTP	PASRR Annual Report – Service Coordination caseload methodologies	5/17/21
SFTP	Monthly Encounter Data for April 2021	5/17/21 by 4 a.m.

CARE	Monthly IDD – Critical Incident Data for April 2021	5/31/21
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June 2021

Type	Document	Due Date
SFTP	LIDDA Diversion Coordinator Job Description and Qualifications	6/14/21
SFTP	PASRR Quarterly Report (Q3)	6/14/21
SFTP	PASRR IDD Specialized Services Invoices for May 2021	6/15/21
SFTP	MFP Travel Reports for May 2021	6/15/21
SFTP	FY 2021 Q3 IDD Financial Reporting– CARE Report III	6/15/21
SFTP	Crisis Services Q3 Report	6/15/21
SFTP	ECC Invoice for May 2021 Expenditures	6/15/21
SFTP	Transition Support Team Invoice for May 2021 Expenditures	6/15/21
SFTP	ECC Q3 Report	6/15/21
SFTP	Transition Support Team Q3 Report	6/15/21
SFTP	PASRR Reporting of Non-Compliance form for May 2021	6/15/21
SFTP	Monthly Encounter Data for May 2021	6/16/21 by 4 a.m.
CARE	Monthly IDD – Critical Incident Data for May 2021	6/30/21
E	Transition Support Team Annual Satisfaction Survey	6/30/21

July 2021

Type	Document	Due Date
SFTP	PASRR IDD Specialized Services Invoices for June 2021	7/15/21
SFTP	MFP Travel Reports for June 2021	7/15/21
SFTP	ECC Invoice for June 2021 Expenditures	7/15/21
SFTP	Transition Support Team Invoice for June 2021 Expenditures	7/15/21
SFTP	PASRR Reporting of Non-Compliance form for June 2021	7/15/21
SFTP	Monthly Encounter Data for June 2021	7/16/21 by 4 a.m.
HC/E	FY 2021 Q3 Financial Statements and Certification Form G	7/17/21
CARE	Monthly IDD – Critical Incident Data for June 2021	7/30/21

August 2021

Type	Document	Due Date
SFTP	PASRR IDD Specialized Services Invoices for July 2021	8/16/21
SFTP	MFP Travel Reports for July 2021	8/16/21
HC/SFTP/F	HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date for Q4	8/16/21
SFTP	ECC Invoice for July 2021 Expenditures	8/16/21
SFTP	Transition Support Team Invoice for July 2021 Expenditures	8/16/21
SFTP	PASRR Reporting of Non-Compliance form for July 2021	8/16/21
SFTP	Monthly Encounter Data for July 2021	8/16/21 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for July 2021	8/31/21
HC/E	Financial Audit Engagement Letter for FY 2021	8/31/21

Type	Documents with No Specific Due Date
CANRS	Client Abuse & Neglect Form CANRS AN-1-A form within one business day of completion of form.
HC	Contract Amendment Request (Form C), when necessary
HC/E	Supporting reports, data, work papers, and information, upon request.
HC/E	Within five business days after request, Corrective Action Plan (CAP) that addresses the correction of any critical health, safety, rights, abuse, and neglect issues identified by HHSC and a description of local oversight activities to monitor and maintain the correction of the identified problem.
HC/E	Within 30 days after request, Corrective Action Plan (CAP) that addresses the correction of an LA problem, other than one listed above, identified by HHSC and a description of local oversight activities to monitor and maintain the correction of the identified problem.
HC/E	Within ten business days after request, affidavits of the LIDDA's governing body (Form A) and Executive Director (Form B).
HC/E	Within 30 days after the occurrence of any event that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed (Form D)
E	Update to Form S within five business days after changes become effective. All changes must be clearly identified.
E	In the event of a change in the designated Diversion Coordinator, the LIDDA must submit to HHSC an updated Form S within five business days and the name of the designated interim/permanent Diversion Coordinator, along with their qualifications (resume).

ATTACHMENT A-9

GUIDELINES FOR DETERMINING AND CHANGING DESIGNATED LIDDA

- 1.1 Refer to the LIDDA handbook for how to determine the designated LIDDA. At its discretion, HHSC may determine the designated LIDDA for any individual or assign an LIDDA the duties of the designated LIDDA for any individual for the purpose of expediting an individual's admission or enrollment in services or ensuring permanency planning is conducted in accordance with state law.

ATTACHMENT A-10

Guidelines for Determining Less Restrictive Setting

ARTICLE 1 PURPOSE

1.1 The guidelines set forth in the handbook describe the procedures to be used by the local intellectual and developmental disability authority's (LIDDA's) interdisciplinary team (IDT) for determining the less restrictive setting for individuals who are requesting admission, or on whose behalf admission is requested, to a state supported living center. Note: the determination of a less restrictive setting is only one part of the admission criteria that must be considered by the IDT in accordance with 40 Tex. Admin. Code Chapter 2, Subchapter F, governing Continuity of Services – State Facilities, §2.255 and §2.257, and the Tex. Health and Safety Code, §593.052(a)(3).

**ATTACHMENT A-11
COMMUNITY FIRST CHOICE (CFC):
ASSESSMENTS, SERVICE PLANNING AND SERVICE
COORDINATION**

1.1 Local intellectual and developmental disability authority (LIDDA) must have an executed Memorandum of Understanding (MOU) with the Medicaid managed care organizations (MCOs) serving STAR+PLUS, STAR Kids and STAR Health individuals in the LIDDA's local service area.

1.2 Initial Eligibility Determination Activities

1.2.1 The LIDDA must complete all assessment activities required by HHSC to determine whether the individual meets an ICF/IID level-of-care (LOC) for individuals referred to the LIDDA for assessments for eligibility for CFC services based on IDD.

1.2.3 The LIDDA must conduct initial service planning activities and assign a service coordinator no later than 30 days after HHSC authorizes the individual's ICF/IID LOC for individuals 21 years of age or older with an ICF/IID LOC.

1.2.4 The LIDDA must conduct reassessment activities for individuals who are receiving CFC services and communicate with the MCOs as directed by HHSC no later than 60 days prior to the expiration of the ICF/IID LOC for an individual.

1.2.5 The LIDDA must ensure an assigned service coordinator provides service coordination to an individual 21 years of age or older while the individual is receiving CFC services through an MCO in the LIDDA's local service area (LSA).

1.2.6 The LIDDA must participate in the fair hearing to explain why no services were recommended if an MCO denies an individual's request for services because there were no services on the individual's recommended service plan and the individual requests a fair hearing to appeal the denial.

1.3 Annual Reassessment

1.3.1 The LIDDA must conduct reassessment activities no later than 60 calendar days prior to the expiration of the ICF/IID LOC for an individual.

1.3.2 LIDDA continues to provide service coordination to the individual while the individual is receiving CFC services through an MCO in the LIDDA's local service area.

1.4 LIDDA Responsibilities When an Individual Appeals an MCO's Denial of Services

1.4.1 The LIDDA must participate in the fair hearing.

**ATTACHMENT A-12
MEDICAID ESTATE RECOVERY PROGRAM**

1.1 In accordance with Tex. Admin. Code, Title 1, Part 15, Chapter 373 Medicaid Estate Recovery Program (MERP), local intellectual and development disability authority (LIDDA) must require its enrollment staff to:

1.1.1 Provide the MERP overview to all individuals, and their authorized representatives or legal guardians, who seek enrollment in a state supported living center, a community Intermediate Care Facility for Individuals with Intellectual Disabilities, Home and Community-based Services, or Texas Home Living. The MERP overview is part of the *Medicaid Estate Recovery Program Receipt Acknowledgement* (Form 8001).

ATTACHMENT A-13 Permanency Planning Requirements

- 1.1 Local Intellectual and Development Disability Authority (LIDDA) shall conduct and document permanency planning for individuals under age 22 years enrolling in or currently residing in an ICF/IID or HCS residential setting in accordance with [HHSC] rules and the LIDDA handbook.
- 1.1.1 LIDDA shall use the following CARE XPTR reports to identify the individuals in need of permanency planning and the timeframes for conducting permanency planning:

HC021395 (Permanency Plan Reviews Needed); and
HC021393 (PPRS Status by Individual).

These CARE XPTR reports indicate individuals newly identified as needing permanency planning. LIDDA has 20 days to conduct permanency planning starting the first business day an individual's name first appears on either report.

ATTACHMENT A-14 VOTER REGISTRATION

Article 1 OPPORTUNITY TO REGISTER TO VOTE

- 1.1 Local intellectual and developmental disability authority (LIDDA) shall provide individuals 18 years of age or older an opportunity to register to vote upon entry into services, annually, and when notified of an individual's change of address in accordance with the LIDDA handbook.

Article 2 ORDERING VOTER REGISTRATION FORMS FROM HHSC

- 2.1 LIDDA must order voter registration forms through Pinnacle Cart.

ATTACHMENT A-15
Crisis Respite

1.1 The local intellectual and developmental disability authority (“**LIDDA**”) shall ensure the provision of crisis respite in the LIDDA’s local service area accordance with the requirements stated in this Attachment A-15.

1.2 **Crisis Respite Plan**

1.2.1 LIDDA must maintain a Health and Human Services Commission (“**HHSC**”) approved crisis respite plan (the "**Plan**") that ensures the provision of crisis respite to individuals with IDD in LIDDA’s local service area. The Plan must:

- (i) ensure the continuous availability of crisis respite for individuals with IDD, including whether LIDDA:
 - i. intends to ensure the provision of out-of-home crisis respite, in-home crisis respite, or both; and
 - ii. will be responsible for operating crisis respite directly or through subcontract(s).

(a) state if LIDDA will be responsible for operating or contracting for an out-of-home crisis respite location, which must be a setting for which the state provides oversight, and describe:

- i. the intended location(s), identified by county;
- ii. how the LIDDA will ensure the provision of therapeutic support;
- iii. how the LIDDA will staff the location; and
- iv. staff qualifications, which at a minimum must be consistent with 40 Tex. Admin. Code, §2.315(h)(4), and required training for staff;

(b) state if the LIDDA will be responsible for ensuring in-home crisis respite, and describe:

- i. how the LIDDA will ensure the provision of therapeutic support;
- ii. how the LIDDA will staff in-home respite; and
- iii. staff qualifications, which at a minimum must be consistent with 40 Tex. Admin. Code, §2.315(h)(4), and required training for staff.

(c) describe how the LIDDA will address adverse trends, including recidivism.

1.3 Revision to Approved Crisis Respite Plan

1.3.1 LIDDA must revise its approved Plan to include a description of necessary revisions Plan. Revisions may be based on a reassessment of local needs and/or changes in available resources.

1.3.2 LIDDA must submit the revised Plan to HHSC using a format approved by HHSC.

1.3.3 HHSC will notify LIDDA if the revised Plan is approved or if there is a need to modify or clarify the plan. LIDDA is required to make modifications as needed.

1.4 Notice of Plan Approval and Plan Implementation

HHSC will notify LIDDA of approval of the revised Plan and will instruct LIDDA to proceed with implementing the revised approved plan.

1.5 Reporting

LIDDA will maintain documentation and report to HHSC, by the 15th day of the month following each fiscal quarter, information related to crisis respite, including but not limited to individuals who received crisis services, individuals diverted from law enforcement involvement and individuals diverted from institutional settings, using a template provided by HHSC.

1.6 Payment

HHSC will pay an amount not to exceed the allocation as noted on the Allocation Schedule to the LIDDA. LIDDA must comply with the Uniform Grant Management Standards and Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards Allowable Costs of this Contract related to allowable cost per the Uniform Grant Management Standards published by the Comptroller of Public Accounts. HHSC will pay an amount not to exceed the allocation to LIDDA to implement the LIDDA's approved revised crisis respite plan in fiscal year 2020.

**ATTACHMENT A-16
CRISIS INTERVENTION SPECIALIST**

Article 1 RESPONSIBILITIES OF THE LIDDA

1.1 One staff assigned as a lead crisis intervention specialist

1.1.1 LIDDA shall assign one full-time employee or contract employee as a lead crisis intervention specialist to oversee all activities required by this section. The funding for one full-time equivalent crisis intervention specialist for the amount identified on the Allocation Schedule. LIDDA must ensure the lead crisis intervention specialist is not assigned responsibilities, duties, or tasks other than those described in section 3.5.

1.2 Additional Staff

1.2.1 Except as allowed by section 1.2.2, if the LIDDA is allocated funding in excess of one full-time equivalent as identified on the Allocation Schedule, the LIDDA must use the excess funds to assign additional staff to support the lead crisis intervention specialist within 60 calendar days after execution of the Amendment. Any additional staff assigned in accordance with this section are prohibited from providing service coordination.

1.2.2 With written approval from HHSC, LIDDA may use allocated funding in excess of one full-time equivalent as identified on the Allocation Schedule to fund the provision of crisis respite in accordance with Crisis Respite.

1.3 Qualifications of a crisis intervention specialist and additional staff

1.3.1 LIDDA must ensure a crisis intervention specialist:

A. Meets the preferred qualifications of one of the following:

- (1) a provider of behavioral support contained in HHSC rules governing the role and responsibilities of a local intellectual and developmental disability authority in 40 Tex. Admin. Code, Chapter 2, Subchapter G, §2.313(e)(1)(B);
- (2) a Licensed Marriage and Family Therapist;
- (3) a Psychiatrist;
- (4) a Licensed Master Social Worker who is clinically supervised by a Licensed Professional Counselor, Licensed Psychologist, Licensed Marriage and Family Therapist, Licensed Clinical Social Worker, or Psychiatrist in accordance with the definition of “supervision” in 22 Tex. Admin. Code, Chapter 781, Subchapter A, §781.102(57)(B) (Definitions); or
- (5) a licensure applicant with a temporary social work license as long as the applicant is fully licensed within six months after hire, in accordance with 22

Tex. Admin. Code, Chapter 781, Subchapter D, §781.441 (Temporary License) and is clinically supervised as described in 1.3.3 (a) ii. above; or

1.3.2 Meets the minimum qualifications of:

- A. A qualified intellectual disability professional as defined in 42 Code of Federal Regulations (CFR), §483.430(a); and
- B. At least two years of experience working with individuals with IDD who have mental health and behavior support needs or linking people with IDD to mental health supports, in addition to the one year of required experience of a qualified intellectual disability professional described in 42 CFR §483.430(a)(1).

1.3.3 When a crisis intervention specialist meets minimum qualifications, but does not meet preferred qualifications, LIDDA must ensure a person with preferred qualifications is available for consultation when deemed necessary by the crisis intervention specialist or if requested by an individual or family member.

1.3.4 LIDDA must ensure additional staff meets the qualifications for:

- A. A qualified intellectual disability professional as defined in 42 CFR §483.430(a); or
- B. A Board Certified Assistant Behavior Analyst.

1.3.5 LIDDA must ensure a crisis intervention specialist and additional staff be knowledgeable about IDD programs and services in the local service area.

1.4 Reporting

LIDDA will maintain documentation and submit a quarterly report, in a format prescribed by HHSC, by the 15th day of the month following each fiscal quarter. See LIDDA Handbook for more information.

**ATTACHMENT B-
BUDGET/REQUIRED LOCAL MATCH
TEXOMA COMMUNITY CENTER ("LIDDA")**

Introduction. HHSC shall authorize the Texas Comptroller of Public Accounts to release to the LIDDA the funds listed in Tables 1, 3, 4 and 6 to this Attachment B-1 in accordance with the following schedule: 40% at the commencement of the first quarter, 30% at the commencement of the second quarter, and 15% at the commencement of the third and fourth quarters of the subject fiscal year.

ARTICLE I. ALLOCATION OF FUNDS FOR LIDDA SERVICES IN FISCAL YEAR 2020

TABLE 1. FISCAL YEAR 2020 ALLOCATION SCHEDULE

General Revenue	Permanency Planning	IDD Crisis Intervention Specialists ¹	IDD Crisis Respite Services	Total Not-to-Exceed Fiscal Year 2020 Allocation
\$727,894.00	\$3,297.35	\$92,551.00	\$23,684.00	\$876,515.82

TABLE 2. REQUIRED LOCAL MATCH FOR FISCAL YEAR 2020

Allocations Requiring Local Match	Required %	Required Local Match Amount
\$727,894.00	9%	\$65,510.00

¹ 1 FULL TIME EMPLOYEE = \$132,216.00

**ATTACHMENT B-
BUDGET/REQUIRED LOCAL MATCH FISCAL
TEXOMA COMMUNITY CENTER**

ARTICLE II. OTHER SERVICES FOR FISCAL YEAR 2020

TABLE 3

Service Description	Fiscal Year 2020 Not-to-Exceed Amount
Enhanced Community Coordination 9/1/2019-12/31/2019	\$10,322.07
Enhanced Community Coordination 1/1/2020-8/31/2020	\$18,767.39

ARTICLE III. ALLOCATION OF FUNDS FOR LIDDA SERVICES IN FISCAL YEAR 2021

TABLE 4. FISCAL YEAR 2021 ALLOCATION SCHEDULE

General Revenue	Permanency Planning	IDD Crisis Intervention Specialists²	IDD Crisis Respite Services	Total Not-to-Exceed Fiscal Year 2021 Allocation

TABLE 5. REQUIRED LOCAL MATCH FOR FISCAL YEAR 2021

Allocations Requiring Local Match	Required %	Required Local Match Amount

ARTICLE IV. OTHER SERVICES FOR FISCAL YEAR 2021

TABLE 6

Service Description	Fiscal Year 2021 Not-to-Exceed Amount

² 1 FULL TIME EMPLOYEE = \$132,216.00

Enhanced Community Coordination	
Enhanced Community Coordination	

HHSC Uniform Terms and Conditions Version 2.14

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TEXAS

Health and Human Services

Health and Human Services Commission

HHSC Uniform Terms and Conditions -

Local Governmental Body

Version 2.14

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ARTICLE I DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise or defined in the Signature Document, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“[Deliverables](#)” means any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[Federal Assurances](#)” means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction projects); or Standard Form 424D (Rev. 7-97), as prescribed by OMB Circular A-102 (construction projects).

“[Federal Certifications](#)” means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions.”

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“[Local Government](#)” means the Party to this Contract that meets the definition of this term under Tex. Gov’t Code § 791.003(4).

“[Parties](#)” means the System Agency and Local Government, collectively.

“Party” means either the System Agency or Performing Agency, individually.

“Project” means the goods and/or Services described in the Signature Document or an Attachment to this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Services” means the tasks, functions, and responsibilities assigned and delegated to Local Government under the Contract.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Subcontractor” means an individual or business that performs part or all of the obligations of Local Government under this Contract.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Local Government.

“Work” means all Services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including Deliverables.

1.02 Interpretive Provisions

- A. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.

- F. The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- G. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver shall be deemed modified by the phrase "in its sole discretion."
- J. Time is of the essence in this Contract.

ARTICLE II CONSIDERATION

2.01 Expenses

Except as otherwise provided in the Contract, no ancillary expenses incurred by the Local Government in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.

When the reimbursement of travel expenses is authorized by the Contract, all such expenses shall be reimbursed in accordance with the rates set by the State of Texas *Texttravel*.

2.02 Funding

- A. This Contract shall not be construed as creating any debt on behalf of the State of Texas or the System Agency in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the System Agency hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- B. Furthermore, any claim by Local Government for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Local Government, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.
- C. This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Contractor will have no right of action against the System Agency if the

System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency shall not be required to give notice and shall not be liable for any damages or losses caused or associated with such termination or cancellation.

ARTICLE III WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

3.01 Federal Assurances

Local Government further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Local Government is in compliance with each of the requirements reflected therein.

3.02 Federal Certifications

Local Government further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Local Government is in compliance with each of the requirements reflected therein. **In addition, Local Government certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE IV INTELLECTUAL PROPERTY

4.01 Intellectual Property

- A. To the extent any Work results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property shall vest in the System Agency upon creation and shall be deemed to be a “work made for hire” and made in the course of the services rendered pursuant to this Contract.
- B. To the extent that title to any such Intellectual Property may not by law vest in the System Agency, or such Intellectual Property may not be considered a “work made for hire,” all rights, title, and interest therein are hereby irrevocably assigned to the System Agency. The System Agency shall have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.
- C. Local Government must give the System Agency and the State of Texas, as well as any person designated by the System Agency or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond the stated amount payable to Local Government for the services authorized under this Contract.

ARTICLE V RECORDS, AUDIT, AND DISCLOSURE

5.01 Access to records, books, and documents

In addition to any right of access arising by operation of law, Local Government and any of Local Government’s affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in

this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Local Government shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Local Government shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

5.02 Response/compliance with audit or inspection findings

- A. At Local Government's sole expense, Local Government must take action to ensure its or a Subcontractor's compliance with a correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the Services and Deliverables or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Whether Local Government's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the Services, Local Government must provide to HHSC upon request a copy of those portions of Local Government's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

5.03 SAO Audit

Local Government understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Local Government agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Local Government will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Local Government and the requirement to cooperate is included in any Subcontract it awards.

5.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Local Government to offset overpayments made to the Local Government. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Local Government understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Local Government further understands and agrees that reimbursement of such disallowed costs shall be paid by Local Government from funds which were not provided or otherwise made available to Local Government under this Contract.

5.05 Public Information and Confidentiality

Information related to the performance of this Contract may be subject to the Public Information Act and will be withheld from public disclosure or released to the public only in accordance therewith. Local Government shall make any information required under the Public Information Act available to the System Agency in portable document file (“.pdf”) format or any other format agreed between the Parties.

To the extent permitted by law, Local Government and the System Agency agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Local Government or the System Agency. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

5.06 Data Security

Each Party and its Subcontractors will maintain reasonable and appropriate administrative, physical, and technical safeguards to ensure the integrity and confidentiality of information exchanged in the performance of services pursuant to this Contract and 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.

Upon notice, either Party will provide, or cause its subcontractors and agents to provide, the other Party or its designee prompt access to any information security records, books, documents, and papers that relate to services provided under this Contract.

ARTICLE VI CONTRACT MANAGEMENT AND EARLY TERMINATION

6.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- A. suspending all or part of the Contract;
- B. requiring the Local Government to take specific corrective actions in order to remain in compliance with term of the Contract;
- C. recouping payments made to the Local Government found to be in error;
- D. suspending and/or limiting any services and placing conditions on any such suspensions and/or limitations of services;
- E. imposing any other remedies authorized under this Contract; and
- F. imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, rule.

6.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC’s notice of termination.

6.03 Termination for Cause

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Local Government has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Local Government's duties under the Contract.

6.04 Equitable Settlement

Any early termination under this Article shall be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency shall be incorporated into the Contract by reference herein for all purposes when it is issued.

7.02 Survivability

All obligations and duties of the Local Government not fully performed as of the expiration or termination of this Contract will survive the expiration or termination of the Contract.

7.03 No Waiver

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

7.04 Standard Terms and Conditions

- A. In the performance of this Contract, each Party shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Each Party shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Each Party will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.
- B. All records relevant to this Contract shall be retained for a minimum of seven (7) years. The period of retention begins at the date of final payment by the System Agency, or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit or to complete any administrative proceeding or litigation that may ensue.
- C. The System Agency shall own, and Local Government hereby assigns to the System Agency, all right, title, and interest in all tangible Work.
- D. Local Government shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas

State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

- E. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Local Government irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE SYSTEM AGENCY.**
- F. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- G. Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the System Agency may terminate this Contract immediately upon written notification to Local Government.
- H. This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

- I. Neither party shall assign or subcontract the whole nor any part of the contract, including any right or duty required under it, without the other party's prior written consent. Any assignment made contrary to this shall be void.
- J. This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the System Agency within thirty (30) days of execution by the other Party, this Contract shall be null and void.
- K. Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," Each Party is self-insured and, therefore, is not required to purchase insurance.

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Attachment D

Local Intellectual and Developmental Disability Authority (LIDDA)

Special Conditions

ARTICLE 1 FORMS

1.1 Manuals, Reports, Exhibits, and Forms

Manuals, reports, exhibits, forms, and the LIDDA Handbook referenced in this Contract are located on the Health and Human Services Commission “(HHSC”) website and the LIDDA handbook. LIDDA shall use the reports and forms required by this Contract as they now exist and as they may now be revised. HHSC will notify LIDDA of revisions to the reports and forms. All manuals, reports, exhibits and forms are incorporated by reference into this Contract.

1.2 Information Items

Information items that may be referenced in this Contract are located at https://www.dads.state.tx.us/providers/LA/perform_contracts . These items provide instructions regarding service delivery, reporting requirements and report preparation for this Contract. Nothing in the instructions to the Information items shall be interpreted as changing or superseding the terms of this Contract. All information Items are incorporated by reference into this Contract.

1.3 Uniform Grant Management Standards

The Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov't Code Chapter 783 and the Uniform Grant Management Standards (UGMS) referenced in this Contract are located on the Internet at <http://www.capitol.state.tx.us/> and <https://comptroller.texas.gov/purchasing/grant-management/> , respectively.

ARTICLE 2 FUNDING AND EXPENDITURES

2.1 Budget

LIDDA shall develop an annual budget, in the format of Report III-IDD Budget, using the amounts indicated in Attachment B, Tables 1 and 2, (Allocation Schedule and Required Local Match Schedule, respectively), and earn and expend funds according to that budget.

2.2 Local Match

LIDDA shall provide and expend required local match, as defined in the Tex. Health and Safety Code §534.066, in the amount and percentage indicated on Attachment B, Table 2 (Required Local Match Schedule).

2.3 Expenditures

- 2.3.1 LIDDA shall expend funds allocated by HHSC and required local match (the “**contract funds**”) solely for IDD services and administrative overhead authorized in section 2.4.2 of this Attachment.
- 2.3.2 LIDDA shall ensure no contract funds are used to supplement the rate-based payment the LIDDA receives to fund its cost as a provider of waiver programs or ICF/IID programs.
- 2.3.3 LIDDA shall comply in all respects as directed by HHSC with the Uniform Grant Management Standards (“**UGMS**”), promulgated pursuant to the Uniform Grant and Contract Management Act, Tex. Gov't. Code, Chapter 783.
- 2.3.4 LIDDA shall obtain prior written approval from HHSC for selected items of cost as specified in Attachment A-16 (UGMS Allowable Costs).
- 2.3.5 Upon termination or the end of each fiscal year of this Contract, LIDDA shall return to HHSC all funds allocated under this Contract that have not been encumbered for purposes authorized by this Contract, A transfer to the LIDDA's fund balance or reserves is not a purpose authorized by this Contract.
- 2.3.6 Any payments due under this Contract will be applied towards any debt that the LIDDA owes to the state of Texas.

2.4 Compliance

2.4.1 Program Income.

- 2.4.1.1 LIDDA shall comply with the program income requirements in UGMS.
- 2.4.1.2 LIDDA shall report all sources of program income that meet the criteria defined in the Instructions for Report III-IDD.
- 2.4.1.3 LIDDA shall use program income to offset within the General Revenue (GR) strategies.
- 2.4.1.4 LIDDA shall use program income to offset expenditures, unless the unrestricted fund balance in the prior year is less than 60 days of operations.
- 2.4.1.5 LIDDA shall restrict the program income used to build reserves to the 60 days of Operations level to finance expenditures in the GR strategies.

2.4.2 Administrative Overhead

2.4.2.1 LIDDA shall maintain administrative overhead to perform the requirements of this Contract at a rate not to exceed 10% of the Contract funds. If LIDDA's administrative overhead expenses exceed 10%, the LIDDA shall use earned income or other funds, other than contract funds, to pay for the excess.

2.4.3 Accounting Systems

2.4.3.1 LIDDA shall maintain accounting systems that comply with UGMS, Subpart C – Post-Award Requirements-Financial Administration. LIDDA must separately report actual expenditures and actual revenues attributable to Mental Health Adult, Mental Health Children, and IDD Programs.

2.4.3.2 LIDDA shall report expenditures by object of expense and method of finance in accordance with the strategies indicated in Report III-IDD Budget. On a quarterly basis, LIDDA is required to reconcile accounting transactions from its general ledger to Report III-IDD Budget by object of expense and method of finance.

2.4.4 Cost Accounting

LIDDA shall use cost accounting to provide a consistent methodology for determining the cost of services, which includes an analysis of provider productivity. Develop and implement management processes for the allocation and development of resources and the oversight of services, as required in sections 2.1 through 2.1.7 relating to Authority Functions (Attachment A-1, Statement of Work)

2.4.5 Productivity Benchmarks

LIDDA shall develop and maintain productivity benchmarks for each service based on the LIDDA's cost accounting methodology.

2.4.6 Audit

2.4.6.1 **Comprehensive Financial and Compliance Audit.** LIDDA shall obtain a comprehensive financial and compliance audit for the previous state fiscal year prepared in accordance with Tex. Health and Safety Code §534.068, 40 Tex. Admin. Code Chapter 1, Subchapter G, and System Agency's *Guidelines for Annual Financial and Compliance Audits of Community MHMR Centers* (21st Revision - February 2005) (the "Audit Guidelines").

2.4.6.2 **Audit Firm.** LIDDA shall engage the same audit firm for no more than any six consecutive years from the initial date of engagement.

2.4.6.3 **Single Audit Determination Form.** LIDDA shall submit online the Single Audit Determination Form as required by the Inspector General (IG), Health and Human Services Commission. If LIDDA fails to complete the Single Audit Determination Form within the 30 days after notification by IG to do so,

LIDDA shall be subject to sanctions and remedies for non-compliance with this Contract.

2.4.6.4 Access to Audit. LIDDA shall authorize the Department of State Health Services (“**DSHS**”), HHSC, and their designees, as the state of Texas through any authorized representatives, to have unrestricted access, with reasonable notice, to all facilities, records, data, and other information, including service event data, under the control of LIDDA or its subcontractors as necessary to enable DSHS and System Agency, and their designees, as well as the state of Texas, to audit, monitor, and review the LIDDA’s compliance with the requirements of this Contract.

2.4.7 Reports

2.4.7.1 Enter Accurate and Complete Data. LIDDA shall enter and submit accurate data:

A. Upon submission of this Contract in Report III- Budget:

- (1) the budget developed in accordance with Section 2.1 of this Attachment;
- (2) projected in-kind local match for this Contract for each fiscal year; and
- (3) year of the term of this Contract; and

B. In accordance with Attachment A-8 (IDD Submission Calendar):

- (1) All data necessary to calculate number of persons served, by type of service; and
- (2) All data to complete the quarterly Report III-IDD Budget.

2.4.7.2 Submit Accurate and Timely Information. LIDDA shall submit accurate and timely information to HHSC including the information described in Attachment A-8 (IDD Submission Calendar), as follows:

- A. A completed *Certification Regarding Lobbying* (Form D) and updates as necessary;
- B. A copy of the LIDDA’s quarterly financial statements for the general fund account groups, including the balance sheet and income statement and general fund balance for LIDDA in total, as prepared for presentation to the LIDDA’s governing body, and a certification of the accuracy of such statements, on the *Financial Statement Certification* (Form G). The originally signed Form G or a copy of the originally signed Form G is acceptable. Form G may be obtained upon request from the IDD Performance Unit Contract Manager;
- C. If requested by HHSC, monthly financial data in a format determined by HHSC;

- D. When necessary, a request to amend this Contract, on the *Contract Amendment Request* (Form C). Form C may be obtained up request from the IDD Performance Contracts Unit Contract Manager.
- E. Four copies of a comprehensive financial and compliance audit for the previous state fiscal year: three copies to HHSC, two hard copies and one electronic, and one electronic and one copy to the Inspector General, Single Audit, Health and Human Services Commission, Inspector General, Compliance/Audit, Mail Code 1326, P.O. Box 85200, Austin, TX 78708;
- F. A Corrective Action Plan (“CAP”) as required in the Audit Guidelines, 21st Revision. If the independent audit reports and management letter have no findings, then submit a letter stating that corrective action is not necessary;
- G. Supporting reports, data, work papers, and information, requested by HHSC; and
- H. As necessary, all other submissions described in Attachment A-8 (IDD Submission Calendar).

2.4.7.3 Encounter Data.

- (a) LIDDA shall submit timely monthly encounter data files for all IDD services, which has a rejection rate of less than 1% of the total number of records, in accordance to Attachment A-8 (IDD Submission Calendar).
- (b) LIDDA shall submit accurate and comprehensive monthly encounter data for all IDD services, including all required data fields and values, in accordance with the *IDD Service Grid Instructions*, *HHSC Service Grid* and *Field Definitions* as well as procedures and instructions established by HHSC.

2.4.7.4 Critical Incident Data. LIDDA shall report aggregate critical incident data via CARE Screen 686 in accordance handbook.

2.4.7.5 CARE. LIDDA shall use Client Assignment and Registration CARE to collect, record, and electronically submit information to HHSC, and to generate reports concerning performance under this Contract, in accordance with the *CARE Reference Manual*, *CARE User’s Manual*, and *CARE Reporting Manual*.

2.5 Miscellaneous

2.5.1 LIDDA shall comply with requirements of the 2014 General Appropriations Act, Article IX, §17.02 of the 2014 General Appropriations Act (GAA). The following does not limit the Requirements:

- (a) GAA, Article IX, Parts 2 and 3, except there is no requirement for increased salaries for LIDDA employees. Upon request, HHSC will provide assistance in determining the appropriate classification. However, no contract funds may be

used to fund salaries to the extent they exceed the maximum amount of the employee's classification on the salary schedules for the appropriate salary group;

- (b) Performance rewards GAA, Article IX, §6.13, relating to performance rewards and penalties;
- (c) GAA, Article IX, §7.01, relating to budgeting and reporting;
- (d) GAA, Article IX, §7.02, relating to annual reports and inventories;
- (e) Texas Government Code, Chapter 556, relating to political activities by certain public entities and individuals;
- (f) Texas Government Code, §2102.0091, relating to reports of periodic audits; and
- (g) Texas Government Code §§2113.012 and 2113.101, relating to alcoholic beverages.

ARTICLE 3 REMEDIES AND SANCTIONS

3. **Overview.** Unless indicated otherwise in the Contract, including the Attachments, the remedies and sanctions set forth below shall apply if the LIDDA is non-compliant with a Contract requirement.

3.1 **Remedies.** HHSC may impose one or more of the remedies described below for non-compliance by the LIDDA with a Contract requirement:

3.1.1 Require the LIDDA to submit a Corrective Action Plan (“CAP”) to HHSC for approval. LIDDA must submit the CAP to the Contract Manager within 30 calendar days after receiving a notice of deficiency. The CAP must include the following:

- (a) The date by which the deficiency will be corrected. For a quality assurance review, the date may not exceed 90 days after the day of the exit conference unless HHSC approves an additional amount of time prior to the expiration date. For any other deficiency, the date may not exceed 90 days after the date of the notice of deficiency unless HHSC approves an additional amount of time prior to the expiration date. HHSC may designate the timeframe to correct the deficiency;
- (b) Identification of the party responsible for ensuring the deficiency is corrected;
- (c) The actions that have been or will be taken to correct the deficiency; and
- (d) A description of the systematic change and monitoring system implemented to ensure the deficiency does not re-occur, including the frequency of the monitoring and the party responsible for monitoring.

3.1.2 Impose special conditions or restrictions following identification of the LIDDA as High Risk, as described in section 3.7 of this Attachment.

- 3.1.3 Require LIDDA to retain a consultant or obtain technical training or assistance or managerial assistance.
 - 3.1.4 Establish additional prior approvals for expenditure of contract funds.
 - 3.1.5 Require submission of additional, more detailed financial or programmatic reports; and/or
 - 3.1.6 Impose any other remedies provided by law.
- 3.2 **Mandatory Sanctions.** HHSC will impose mandatory sanctions as described below for noncompliance by the LIDDA with the Contract:
- 3.2.1 Recoup contract funds from the LIDDA, for failing to meet a quarterly Service Target identified in section 2.3.1. Attachment A-1 (Statement of Work), based on the statewide case rate. The statewide case rate is the ratio of statewide contract funds to total statewide budgeted costs for each target, as determined by System Agency. Services not counted toward service target performance may be considered in determining the LIDDA's liability for recoupment.
 - 3.2.2 Impose penalties for failing to meet a quarterly outcome target for a performance measure identified in Attachment A-2 (Performance Measures and Outcome Targets) in accordance with the penalty chart in section 3.4.1 of this Attachment D.
 - 3.2.3 Impose penalties for failing to correct a finding on an annual quality assurance review within the timeframe stated in the CAP that was accepted to correct the finding. System Agency will consider the LIDDA's non-compliance from the previous fiscal years when imposing penalties in this Section 3.2.3 in accordance with the penalty chart in Section 3.4.1 of this Attachment.
 - 3.2.4 Impose penalties for failing to implement a CAP within the timeframe stated in the CAP that was accepted to correct the LIDDA's failure to submit information in any item described in Section 2.4.7.2 a-g and Section 2.4.7.3 (a) of this Attachment in accordance with Attachment A-8 (IDD Submission Calendar). Penalties will be imposed in accordance with the penalty chart in section 3.4.1 of this Attachment; and
 - 3.2.5 Impose penalties for failing to ensure the provision of a required IDD service quarterly as stipulated by section 2.1.8, Statement of Work (Attachment A-1). in accordance with the penalty chart in Section 3.4.1 of this Attachment.
- 3.3 **Discretionary Sanctions.** HHSC may impose one or more of the discretionary sanctions described below for non-compliance with a Contract requirement:
- 3.3.1 Impose penalties for failing to comply with any contract requirement except those described in sections 3.2.2 - 3.2.5 of this Attachment, in accordance with the penalty chart in section 3.4.1 of this Attachment.

- 3.3.2 Impose penalties for failing to correct a finding within the timeframe stated in the CAP that was accepted to correct the finding, except for a finding from a quality assurance review as provided for in section 3.2.3 of this Attachment.
- 3.3.3 Temporarily withhold contract funds pending resolution of issues of non-compliance with contract requirements or indebtedness to the United States or to the state of Texas.
- 3.3.4 Permanently withhold allocated funds, or require LIDDA to return contract funds for:
 - (a) Unallowable, undocumented, inaccurate, or improper expenditures;
 - (b) Failure to comply with contract requirements; or
 - (c) Indebtedness to the United States or to the state of Texas.
- 3.3.5 Reduce the contract term.
- 3.3.6 Limit allocations to monthly distributions.
- 3.3.7 Require removal of any officer or employee of the LIDDA:
 - (a) Who has been convicted of the misuse of state or federal funds, fraud, or illegal acts that are a contraindication to continued performance of obligations under this Contract, as determined by HHSC, or
 - (b) Who has committed an egregious violation of policies and procedures of the terms of this Contract, as determined by HHSC;
- 3.3.8 Suspend all or part of this Contract. Suspension is, depending on the context, either: (1) the temporary withdrawal of the LIDDA's authority to obligate contract funds pending corrective action by the LIDDA or pending a decision to terminate or amend this Contract; or (2) an action taken to immediately exclude a person from participating in contract transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue. LIDDA's costs resulting from obligations incurred by the LIDDA during a suspension are not allowable unless expressly authorized by the notice of suspension.
- 3.3.9 Deny additional or future contracts or renewals with the LIDDA; and
- 3.3.10 Terminate this Contract, as described in section 3.9 of this Attachment.

3.4 Penalties

- 3.4.1 HHSC will use the following penalty chart for imposing penalties for mandatory sanctions described in sections 3.2.2-3.2.5 of this Attachment, and for the discretionary sanctions described in section 3.31 and 3.3.2 of this Attachment. Adjusted annual allocation means any adjustments made to the total annual allocation that are not one-time funding adjustments. A one-time funding adjustment is an amount that will not be calculated into the next fiscal year's allocation. The penalty chart will be applied

separately to each of the eight applicable sanctions listed in Attachment A-2, Performance Measures and Outcomes.

LIDDA Total Adjusted Annual Allocation	Failure to Correct
Up to \$1.5 million	\$1,000.00
Not to exceed	\$6,000.00
Up to \$3 million	\$2,000.00
Not to exceed	\$12,000.00
Greater than \$3 million	\$3,000.00
Not to exceed	\$18,000.00

3.4.2 If LIDDA reaches the “Not to Exceed” amount, HHSC will require the LIDDA’s Board of Trustees to pass a resolution to obtain assistance as described in section 3.13 of this Attachment. HHSC retains the right to impose discretionary sanctions for additional violations.

3.4.3 Payments to LIDDA may be withheld to satisfy any recoupment or penalty imposed by HHSC.

3.4.4 Penalties may not be paid from contract funds or interest earned from Contract funds.

3.5 Procedures for Remedies and Sanctions

3.5.1 The HHSC Contract Manager shall send to LIDDA notice of the LIDDA’s alleged contract non-compliance and the specified remedy or sanction to be imposed.

3.5.2 LIDDA may submit a written request for an informal review to HHSC LIDDA Section Director of the imposition of a remedy. The request for the informal review must be received within 10 business days after the date of receipt of the notice. The request for informal review must demonstrate that the allegation of non-compliance is invalid or that the allegation does not warrant the imposition of the remedy. If a timely request for informal review is not submitted, HHSC will impose the remedy. A timely request for informal review of a remedy based on failure to submit information in accordance with Attachment A-8 (IDD Submission Calendar) must include written proof that the LIDDA submitted the information by the due date.

3.5.3 LIDDA may submit a written request for reconsideration to the Sanction Action Review Committee of the imposition of a discretionary or mandatory sanction at: HHSC COS, Attn: SARC Chair, Mail Code W340, P.O. Box 149030, Austin, TX 78714-9030. The request for reconsideration must be received within ten business days after the date of receipt of the notice. The request for reconsideration must demonstrate

that the allegation of non-compliance is invalid or that the allegation does not warrant the imposition of the sanction. If a timely request for reconsideration is not submitted, System Agency will impose the sanction. A timely request for reconsideration of a sanction based on failure to submit information in accordance with Attachment A-8 (IDD Submission Calendar) must include written proof that the LIDDA submitted the information by the due date.

3.5.4 The HHSC LIDDA Section Director shall notify LIDDA in writing of HHSC's final determination.

3.5.5 If HHSC's final determination is to uphold the sanction, LIDDA shall remit to HHSC any monetary amounts assessed within 30 days following the date specified in the notice of alleged non-compliance or HHSC's' final determination, whichever date is later, or interest will accrue on the unpaid amounts at the rate of 5% per annum.

3.6 Emergency Action

3.6.1 In an emergency, HHSC will immediately impose a sanction by delivering written notice to LIDDA by any verifiable method when LIDDA's act or omission is endangering or may endanger the life, health, welfare, or safety of a individual. Whether the LIDDA's conduct or inaction is an emergency will be determined by HHSC on a case-by-case basis and will be based upon the nature of the non-compliance or conduct.

3.7 Identification of High Risk

HHSC may identify LIDDA as High Risk in accordance with the UGMS, Grant Administration, Section III, Subpart B, paragraph .12, Office of Budget and Management Circular A-110, Subpart B, paragraph .14, and HHSC policies. HHSC will inform LIDDA of the identification as High Risk in writing. HHSC will state the effective date of the identification as High Risk, the nature of the issues that led to the identification as High Risk, and any special conditions or restrictions. The identification as High Risk remains in effect until HHSC has determined that LIDDA has taken corrective action sufficient to resolve the issues that led to the identification as High Risk

3.8 Management Team

3.8.1 HHSC may appoint a manager or management team to manage and operate the LIDDA in accordance with Tex. Health and Safety Code §§534.038-534.040 if the HHSC executive commissioner or his or designee finds that LIDDA or an officer or employee of the LIDDA:

- (a) Intentionally, recklessly, or negligently failed to discharge the LIDDA's duties under this Contract;
- (b) Misused state or federal money;
- (c) Engaged in a fraudulent act, transaction, practice, or course of business;

- (d) Endangered or may endanger the life, health or safety of a individual;
- (e) Failed to keep fiscal records or maintain proper control over the LIDDA's assets as prescribed by Tex. Gov't. Code, Chapter 783 and this Contract;
- (f) Failed to respond to a deficiency in a review or audit;
- (g) Substantially failed to operate within the functions and purposes defined in the LIDDA's center plan; or
- (h) Otherwise substantially failed to comply with Tex. Health and Safety Code Chapter 534, Subchapter A or HHSC rules.

3.9 Contract Termination

3.9.1 If HHSC determines LIDDA is unable or unwilling to fulfill any of its requirements under this Contract to ensure the provision of services or exercise adequate control over expenditures or assets, HHSC may initiate termination of this Contract in whole or in part, as follows:

- (a) HHSC shall provide 30 days written notice of proposed termination to the LIDDA.
- (b) LIDDA may request a hearing to appeal the proposed termination;
- (c) If LIDDA files a timely request for a hearing, the hearing shall be conducted in accordance with 1 Tex. Admin. Code Chapter 357, Subchapter I, and 40 Tex. Admin. Code Chapter 91; and
- (d) In lieu of contract termination, HHSC may appoint a manager or management team to manage and operate the LIDDA in accordance with Tex. Health and Safety Code §§534.038-534.040.

3.9.2 HHSC and LIDDA may mutually agree to terminate this Contract, in whole or in part.

3.9.3 LIDDA may terminate this Contract in whole and without cause by giving 90 days written notice to HHSC and submitting a transition plan that ensures there is no disruption in services to individuals.

ARTICLE 4 REQUIREMENTS OF SYSTEM AGENCY

4.1 General Requirements

4.1.1 HHSC will consider requests from the LIDDA to allow 90 days to make significant changes to the LIDDA's information system required by a contract amendment that affects the LIDDA's information system.

4.1.2 HHSC will direct all requests and inquiries concerning this Contract to the LIDDA's Executive Director, or other individual designated as the Point of Contact under section 5.15 of this Attachment.

- 4.1.3 HHSC will designate an HHSC employee to oversee management of this Contract and to communicate official clarifications to this Contract.
- 4.1.4 HHSC shall make available technical assistance for services, functions, and other requirements of this Contract, upon written request from the LIDDA's Executive Director and approval by HHSC.
- 4.1.5 HHSC shall monitor the LIDDA for programmatic and financial compliance with this Contract. Monitoring activities may include but are not limited to on-site reviews and desk reviews of documents submitted by the LIDDA and data submitted electronically by the LIDDA. Reviews include elements related to quality assurance, priority population, Medicaid waiver authority requirements, and financial records and reports. When possible, DSHS will coordinate on-site reviews with Department of State Health Services ("DSHS").
- 4.1.6 HHSC shall conduct exit conferences with designated representatives of the LIDDA prior to distributing findings by HHSC's monitors, auditors, or other staff conducting audits or reviews; however, HHSC's is not required to conduct exit conferences in cases of investigations involving possible criminal activity.
- 4.1.7 HHSC shall maintain and make available formats necessary for the LIDDA to complete Report III-IDD Budget and its instructions without amending this Contract.

4.2 Funding and Adjustments

- 4.2.1 HHSC shall authorize the Texas Comptroller of Public Accounts to release funds to the LIDDA in accordance with the schedule in Attachment B, Table 1.
- 4.2.2 HHSC may adjust the LIDDA's reported service performance as necessary to correct inaccuracies.
- 4.2.3 HHSC may adjust the allocation of Contract funds that supports programs refinanced to Medicaid during the term of this Contract.
- 4.2.4 The annual General Revenue allocations include the state match for Medicaid Administrative Claiming ("MAC") in Attachment B, Table 2 of this Contract, and HHSC may adjust those amounts if the LIDDA does not fulfill the requirements of the LIDDA's contract for MAC.
- 4.2.5 The term of this Contract is for two fiscal years as defined in Section III of the Signature Document (Contract Period and Renewal). HHSC contract funds and service targets are appropriated by fiscal year for this Contract. The contract funds and service targets for the second fiscal year will be added to this Contract by a contract amendment prior to the beginning of the second fiscal year.
- 4.2.6 If the LIDDA is not able to expend the allocations within the fiscal year in a reasonable and allowable manner, as determined by HHSC, then HHSC may, at any time after

consultation with the LIDDA, reduce the allocation for the fiscal year and reallocate to other LIDDAs, and may also reduce the allocation for future fiscal years.

4.2.7 Upon termination or the end of each fiscal year of this Contract, LIDDA shall return to HHSC all funds allocated under this Contract that have not been encumbered for purposes authorized by this Contract. A transfer to the LIDDA's fund balance or reserves is not a purpose authorized by this Contract.

4.2.8 Any payments due under this Contract will be applied towards any debt that the LIDDA owes to the state of Texas.

4.3 Non-Compliance by HHSC

If HHSC fails to perform any responsibility set forth in this Contract LIDDA may send notice of such failure to HHSC. HHSCs shall respond to the LIDDA in writing within 30 days following receipt of the notice.

ARTICLE 5 MISCELLANEOUS PROVISIONS

5.1 Compliance with Information Letters

LIDDA must comply with System Agency information letters regarding LIDDAs

5.2 Compliance with all Laws, Rules and Regulations

LIDDA must comply, and require its subcontractors to comply, with all laws, rules and regulations, current and future, that are applicable to the LIDDA or its subcontractors, including but not limited to, the following:

A. Rules.

- (1) 40 Tex. Admin. Code 1-G (Community Centers);
- (2) 40 Tex. Admin. Code 2-A (Local Authority Notification and Appeal);
- (3) 40 Tex. Admin. Code 2-B (Contracts Management for Local Authorities);
- (4) 40 Tex. Admin. Code 2-C (Charges for Community Services);
- (5) 40 Tex. Admin. Code §2.151(1)(F) (Most Appropriate Available Treatment Alternative) and §2.152(e) (Special Considerations);
- (6) 40 Tex. Admin. Code 2-F (Continuity of Services – State Facilities);
- (7) 40 Tex. Admin. Code 2-G (Role and Responsibilities of Local Authority);
- (8) 40 Tex. Admin. Code 2-L (Service Coordination for Individuals with Mental Retardation);
- (9) 40 Tex. Admin. C 4-A (Protected Health Information);
- (10) 40 Tex. Admin. Code 4-C (Rights of Individuals with an Intellectual Disability);

- (11) 40 Tex. Admin. Code 4-D (Administrative Hearings under the Health and Safety Code, Title 7, Subtitle D);
- (12) 40 Tex. Admin. Code 4-K (Criminal History and Registry; Clearances);
- (13) 40 Tex. Admin. Code 4-L (Abuse, Neglect, and Exploitation in Local Authorities and Community Centers);
- (14) 40 Tex. Admin. Code 5-A (Prescribing of Psychoactive Medication);
- (15) 40 Tex. Admin. Code 5-C (Use and Maintenance of TDMHMR Drug Formulary);

- (16) 40 Tex. Admin. Code 5-D (Diagnostic Eligibility for Services and Supports — Intellectual Disability Priority Population and Related Conditions);
- (17) 40 Tex. Admin. Code 9-D (Home and Community-based Services (HCS) Program);
- (18) 40 Tex. Admin. Code 9-E (ICF/ID Programs — Contracting);
- (19) 40 Tex. Admin. Code 9-N (Texas Home Living (TxHmL) Program);
- (20) 40 Tex. Admin. Code 72-L (MOU-Capacity Assessment for Self-Care and Financial Management);
- (21) 40 Tex. Admin. Code Chapter 17 (Preadmission Screening and Resident Review (PASRR)); and
- (22) 1 Tex. Admin. Code Chapter 383 (Interstate Compact on Mental Health and Mental Retardation).

B. Federal and State Laws

- (1) Federal and state anti-discrimination laws as described in section 5.8 of this Attachment D;
- (2) 42 CFR Part 2 (concerning the confidentiality of alcohol and drug abuse patient records) and 45 CFR Parts 160 and 164 (concerning standards for protected health information (i.e., HIPAA regulations); and
- (3) Tex. Health and Safety Code Chapter 85 (concerning HIV/AIDS workplace and confidentiality guidelines).

C. Hiring Outside State of Texas

Hiring staff from outside the state of Texas requires a check of the employee misconduct registry or comparable database from the state in which the prospective employee resides. This check must be completed before hire and every year for five years post hire.

Any concerning/questionable information revealed during background checks (formal and informal) must be further investigated prior to hire.

5.3 Changes to Executive Management

LIDDA shall obtain affidavits executed by each board member on Form A, and by the executive director, on Form B, annually and when changes occur.

5.4 Historically Underutilized Business

LIDDA shall make a good faith effort to locate and consider a Historically Underutilized Business (HUB), as defined in Tex. Gov't. Code §2161.001(2), when subcontracting any portion of this Contract, and submit, in accordance with Attachment-A-8 (IDD Submission Calendar), LIDDA's subcontracts report on the *Annual HUB Sub-Contracting Report* (Form F). Form F may be obtained upon request from the IDD Performance Unit Contract Manager.

5.5 Special Terms and Conditions

This Contract may incorporate one or more Attachments that are enumerated by the letter "H." If this Contract includes such an Attachment, LIDDA hereby agrees to comply with all requirements of that Attachment. To the extent a conflict exists between the Attachment(s) and any other provision of the Contract, LIDDA agrees that HHSC shall resolve the conflict.

5.6 Contract Management

LIDDA shall direct all inquiries and requests to HHSC concerning or required by this Contract, including requests for amendment, to the Contract Manager or other individual designated as a Point of Contact under section 5.15 of this Attachment, unless otherwise provided in this Contract.

5.7 E-Verify

By entering into this Contract, LIDDA certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of:

- (a) All persons employed during the contract term to perform duties within Texas; and
- (b) All persons (including subcontractors) assigned by the contractor to perform Work pursuant to the Contract.

5.8 Civil Rights

A. LIDDA agrees to comply with state and federal anti-discrimination laws, including:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- (3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
- (4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
- (5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- (6) Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and

(7) HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

LIDDA agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.

B. LIDDA agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of individuals in its programs, benefits, or activities on the basis of national origin. Civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. LIDDA agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

C. LIDDA agrees to post applicable civil rights posters in areas open to the public informing individuals of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the System Agency website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

D. LIDDA agrees to comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. LIDDA must provide written notice to beneficiaries of their rights.

E. Upon request, LIDDA will provide HHSC Civil Rights Office with copies of the LIDDA's civil rights policies and procedures.

F. LIDDA must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

5.9 Survival

The expiration or termination of this Contract shall not affect the rights and obligations of the parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.

5.10 Independent Contractor

In the performance of all services hereunder, LIDDA shall be deemed to be and shall be an independent contractor of HHSC and, as such, shall not be entitled to any benefits applicable to employees of HHSC. LIDDA shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants, and agents.

LIDDA are materially changed or a significant financial burden is placed on the LIDDA, the parties may negotiate in good faith to amend this Contract.

5.12 References

Captions contained in this Contract are for reference purposes only and do not affect the meaning of this Contract. Unless otherwise noted, all references in this Contract to “days” mean calendar days. A day that is referenced as a “business” day means any day other than a Saturday, a Sunday or a day in which HHSC offices located at 701 W. 51st Street, Austin, Texas, are authorized or obligated by law or executive order to be closed.

5.13 Contract Managers

HHSC shall designate a Contract Manager to serve as HHSC's single point of contact for all communications between HHSC's and the LIDDA concerning this Contract.

Notwithstanding this provision, HHSC may designate an individual other than the Contract Manager to serve as the single point of contact by notifying the LIDDA in writing of such other designation.

5.14 Transfer of Responsibilities

Upon expiration or termination of this Contract or an element of this Contract, LIDDA and HHSC shall cooperate to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract to HHSC or other entity designated by HHSC.

5.15 Points of Contact

LIDDA shall designate its executive director to serve as the LIDDA's single point of contact for all communications between LIDDA and HHSC concerning this Contract.

Notwithstanding this provision, LIDDA may designate an individual other than the executive director to serve as the single point of contact by notifying HHSC in writing of such other designation.

5.16 Buy Texas

LIDDA shall purchase products and materials produced in the state of Texas when the products and materials are available at a price and delivery comparable to products and materials produced outside of Texas, as required by Texas Government Code §2155.4441.

5.17 Contract Instructions

Instructions clarifying the preparation requirements of this Contract have been developed by HHSC. However, nothing in such instructions shall be interpreted as changing or superseding the terms of this Contract.

5.18 Exchange of Protected Health Information

Except as prohibited by other law, LIDDA and HHSC shall exchange protected health information without consent of individuals in accordance with 45 CFR §164.504(e)(3)(i)(B), Tex. Health and Safety Code §533.009 and 40 Tex. Admin. Code Chapter 4, Subchapter A. LIDDA shall disclose information described in Tex. Health and Safety Code §614.017(a)(2) relating to special needs offenders, to an agency described in Tex. Health and Safety Code §614.017(c) upon request of that agency, unless LIDDA documents that the information is not allowed to be disclosed under 45 CFR Part 164.

5.19 Books and Records

- 5.19.1 LIDDA will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to HHSC, the Texas State Auditor's Office, the United States Government, and their authorized representatives' sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.
- 5.19.2 Except for the record retention requirements set forth in *the HCS and TxHmL Interest List Manual*, LIDDA shall maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

All related documents include:

- (a) Internal monitoring records of the quality and appropriateness of Medicaid program participation and compliance;
- (b) All accounting and other financial records;
- (c) and personal property leases;
- (d) Policies, manuals, and standard operating procedures;
- (e) Provider credentialing records;
- (f) Records relating to insurance policies;
- (g) Employment records;

- (h) Licenses and certifications;
- (i) Records required by HHSC;
- (j) Subcontracts;
- (k) Records relating to matters in litigation, and
- (l) Claims payment histories.

5.19.3 LIDDA shall collect, record, maintain, and retain information in accordance with Attachment A-5 (HCS and TxHmL Interest List Maintenance) and the *HCS and TxHmL Interest List Manual* regarding individuals who have requested HCS or TxHmL services.

5.20 Web Link References

The referenced web links in this Contract are subject to change without notice. HHSC will notify LIDDA of changes to web addresses when possible.

5.21 Fraud, Waste and Abuse

LIDDA will promptly notify the Inspector General, Health and Human Services Commission of any suspected fraud, abuse or waste under state or federal law.

5.22 Electronic Signature

LIDDA agrees that if it permits the use of electronic signatures to document any aspect of the provision of services under this Contract, LIDDA will maintain appropriate safeguards to assure the authenticity of the electronic records and signatures. LIDDA agrees that if it permits an electronic signature to be used on a document, LIDDA cannot challenge the authenticity or admissibility of the signature or the document in any audit, review, hearing, or other proceeding conducted by HHSC, the State Auditor's Office, a federal funding source, or a federal or state court.

5.23 Emergency Plan

LIDDA shall develop and maintain an Emergency Plan as prescribed in Section 2.4.6 Attachment A-1, Statement of Work.

5.24 Disposition of Equipment and Controlled Assets

LIDDA shall comply with the Health and Human Services Contract Council's policy regarding definition and disposition of equipment and controlled assets, which can be found at: http://hhscx.hhsc.state.tx.us/ContractingSupport/UGMS_1AB.DOC .

5.25 Encryption Software

LIDDA shall use HHSC current encryption software when communicating confidential information with HHSC. HHSC will provide notice to the LIDDA if it changes its encryption software.

5.26 Eligibility to Contract

LIDDA shall certify by execution of this Contract that LIDDA:

- (a) Is not currently held in abeyance or barred from the award of a federal or state contract, and that LIDDA will provide immediate written notification to HHSC if the LIDDA becomes held in abeyance or barred from the award of a federal or state contract during the term of this Contract; and
- (b) Under section 2261.053, Tex. Gov't. Code, the contractor (LIDDA) certifies that the individual or business entity named in this Contract is not ineligible to receive the to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.

5.27 Confidentiality

By signing the Signature Document, LIDDA agrees to comply with all terms, conditions and requirements of Attachment E, the Data Use Agreement ("DUA"). The DUA defined terms "**HHS**," "**Base Contract**" and "**Contractor**," refer to System Agency, this Performance Contract, and LIDDA respectively.

LIDDA and any of its subcontractors associated with this contract, will ensure the confidentiality of all confidential and personal information of all individuals served under this contract in accordance with all applicable federal and state laws, rules and regulations and the terms and conditions of this contract.