

**INTERLOCAL COOPERATION CONTRACT SIGNATURE DOCUMENT
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. HHS001333300028**

The **HEALTH AND HUMAN SERVICES COMMISSION** (“**HHSC**” or “**SYSTEM AGENCY**”) and **PECAN VALLEY MHMR REGION** (“**LOCAL GOVERNMENT**” or “**LIDDA**”), each a “Party” and collectively the “Parties,” enter into the following Local Intellectual and Developmental Disability Authority (“**LIDDA**”) Performance Contract (the “Contract”) pursuant to the provisions of the “Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code.

I. CONTRACT REPRESENTATIVES

The following will act as the Contract Representative authorized to administer activities under this Contract on behalf of its respective Party.

HHSC

Health and Human Services Commission
701 W. 51st Street
Austin, Texas 78751
Attn: Alana Zimmerman
Telephone: 512-206-5036
E-Mail: Alana.Zimmerman@hhs.texas.gov
Agency Number: 529

Local Government

Name: Pecan Valley MHMR Region
Address: 2101 W Pearl St.
City and Zip: Granbury, 76048
Contact Person: Coke Beatty
Telephone: 817-579-4401
E-Mail Address: cbeatty@pecanvalley.org
Component Code: 350

II. STATEMENT OF SERVICES TO BE PROVIDED

The **STATEMENT OF WORK** to which Local Government is bound is incorporated into and made a part of this Contract for all purposes and included as **ATTACHMENT E**.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on **September 1, 2023** and expires on **August 31, 2025**, unless sooner terminated or renewed. HHSC, at its sole discretion, may renew the Contract for up to one (1) additional year for a maximum Contract term of three (3) years.

IV. AMENDMENT

The Parties to the Contract may modify the Contract only through the execution of a written amendment signed by both Parties.

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of HHSC's share of the Contract for State Fiscal Year 2024 shall not exceed **\$883,976.20**. LIDDA's share of the Contract for State Fiscal Year 2024, the local match, is **\$58,237.91**. The total value of the Contract for State Fiscal Year 2024 shall not exceed

\$942,214.11. Specific information related to each Party's share of the Contract value is identified in **ATTACHMENT F – BUDGET/REQUIRED LOCAL MATCH.**

By mutual agreement of the Parties, the Contract amounts may be modified only by Amendment. An Amendment is required to add additional funding to the initial term of the Contract and any exercised renewal periods.

VI. LEGAL NOTICES

- A.** All notices given by the Parties shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to the respective Contract Representative identified above.
- B.** 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
Attn: Office of the Chief Counsel
4601 W. Guadalupe St. MC-1100
Austin, Texas 78751

Local Government

Pecan Valley MHMR Region
2101 W Pearl St.
Granbury, TX 76048
Attention: Coke Beatty

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

VII. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of the Contract for all purposes. In the event of a conflict, ambiguity, or inconsistency between the terms and conditions set forth in the documents that comprise the Contract, the controlling document shall be this four (4) page signature document, then the remaining documents in the following list in the order stated:

ATTACHMENT A – HHS DATA USE AGREEMENT (VERSION 8.5)

ATTACHMENT B – CONTRACT AFFIRMATIONS (VERSION 2.2)

**ATTACHMENT C – HHS UNIFORM TERMS AND CONDITIONS – GOVERNMENTAL ENTITY
(VERSION 3.2)**

**ATTACHMENT D – LOCAL INTELLECTUAL AND DEVELOPMENTAL DISABILITY AUTHORITY
 (“LIDDA”) SPECIAL CONDITIONS**

ATTACHMENT E – STATEMENT OF WORK

ATTACHMENT F – BUDGET/REQUIRED LOCAL MATCH

ATTACHMENT G – ASSURANCES - NON-CONSTRUCTION PROGRAMS

ATTACHMENT H – CERTIFICATION REGARDING LOBBYING

**ATTACHMENT I – FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
 (FFATA) CERTIFICATION**

ATTACHMENT J – FORM A: AFFIDAVIT OF BOARD MEMBER

ATTACHMENT K – FORM B: AFFIDAVIT OF EXECUTIVE DIRECTOR

VIII. 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 the Contract on its behalf has full power and authority to enter into the 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.

HHSC further certifies that it has statutory authority to contract for the services described in the Contract under *Tex. Gov't Code* §531.0055.

Local Government further certifies that it has statutory authority to contract for the services described in the Contract under *Tex. Gov't Code* §§533A.035(a) and 534.105.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR HHSC CONTRACT NO. HHS001333300028

HEALTH AND HUMAN SERVICES COMMISSION

DocuSigned by:
Haley Turner
E73A72F097BF479...

Signature

Haley Turner

Printed Name

Deputy Executive Commissioner

Title

August 1, 2023

Date

LOCAL GOVERNMENT

DocuSigned by:
Coke Beatty
2E5A600ACEAD435...

Signature

Coke Beatty

Printed Name

Executive Director

Title

August 1, 2023

Date

Attachment A

Data Use

Agreement



TEXAS
Health and Human
Services

Texas Health and Human
Services

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR**

This Data Use Agreement (“DUA”), effective as of the date of the Base Contract into which it is incorporated (“Effective Date”), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services (“HHS”) and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

ATTACHMENT 1. The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. *45 CFR 164.504(e)(1)-(3)* This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“**Confidential Information**” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“**Legally Authorized Representative**” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(1)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by

HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, **or in a timeframe otherwise approved by HHS in writing**, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection,

claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530*

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Oversight of Confidential Information*

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

SECTION 6.02 HHS COMMITMENT AND OBLIGATIONS

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Limitation of Liability*

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR will defend and hold harmless HHS and its Workforce against all actual and direct losses suffered by HHS and its Workforce arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members

of its Workforce, including, but not limited to, the costs of required notices and mitigation of a breach and any fines or penalties imposed on HHS by any regulatory authority.

Section 6.08 Insurance

(A) As a governmental entity, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA and under which policy HHS is added as an additional insured. HHS reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 Entirety of the Contract

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER HHS001333300028

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____ (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **201** .

DATE: _____

ATTACHMENT B – HHS CONTRACT AFFIRMATIONS
CONTRACT NO. HHS001333300028

ATTACHMENT B
HHS CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as “Contractor”) regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
1. Name of individual(s) (Contractor or employee(s));
 2. Status;
 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 4. The date the employment was terminated and the reason for the termination; and
 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

52. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

53. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

54. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

55. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

56. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor must complete and sign the following:

Pecan Valley MHMR Region

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or ‘doing business as’)

Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

DocuSigned by:


2E5A600ACEAD435

August 1, 2023

Signature of Authorized Representative

Date Signed

Coke Beatty

Executive Director

Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name

Title of Authorized Representative

2101 West Pearl St.

Granbury, Texas, 76048

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

817.579.4400

Phone Number

Fax Number

cbeatty@pecanvalley.org

037890373

Email Address

DUNS Number

751532100

17515321002

Federal Employer Identification Number

Texas Identification Number (TIN)

32055323862

175151321002005

Texas Franchise Tax Number

Texas Secretary of State Filing Number

EDNCJAKUM1J3

SAM.gov Unique Entity Identifier (UEI)

Attachment C Health and Human Services (HHS) Uniform Terms and Conditions - Governmental Entity

Version 3.2

Published and Effective -

May 2020

Responsible Office: Chief Counsel

**Texas Health and Human
Services**



TEXAS
Health and Human
Services

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

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

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any attachments, and any Amendments, purchase orders, and Work Orders that may be issued by the System Agency.

“[Deliverables](#)” means the goods, services, Work, and Work Product to be provided to System Agency under the Contract.

“[DSHS](#)” means the Department of State Health Services.

“[Effective Date](#)” means the date on which the Contract takes effect.

“[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.

“[HHSC](#)” means the Health and Human Services Commission.

“[Health and Human Services](#)” or “[HHS](#)” includes HHSC and DSHS.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such rights may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“[Local Government](#)” means a Texas governmental unit defined under and authorized to enter this contract by Texas Government Code, Chapter 791.

“Parties” means the System Agency and Performing Agency, collectively.

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

“Performing Agency” means the State Agency or Local Government providing the goods or services defined in this Contract.

“Receiving Agency” means HHSC or DSHS, as applicable, Agency receiving the benefit of the goods or services provided under this Contract.

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

“Solicitation” means the document, if any, issued by the System Agency (including any published addenda, exhibits, and attachments) under which the goods or services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

“Solicitation Response” means Performing Agency’s full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“State Agency” means a Texas “Agency” as defined under Texas Government Code, Chapter 771.

“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 the Texas Comptroller of Public Accounts’ state travel laws, rules, and policies.

“System Agency” means HHSC or DSHS, as applicable.

“Third Party IP” means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a subcontractor.

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

“Work Order” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

“Work Product” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the Deliverables, that are developed, produced, generated, or provided by Performing Agency in connection with Performing Agency’s performance of its duties under the Contract or through use of any funding provided under this Contract.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- 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, 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, rule, or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, or supplementing the statute or regulation.
- D. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- E. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- F. 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.
- G. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- H. Time is of the essence in this Contract.

ARTICLE II. PAYMENT PROVISIONS

2.1 PAYMENT

Payment shall be made in accordance with Government Code, Chapter 771, Government Code, Chapter 791, or Government Code, Chapter 2251.051, as applicable.

2.2 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Performing Agency 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.
- B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller of Public Accounts’ *Texttravel* accessible at the Texas Comptroller of Public Accounts website.

2.3 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of Work under this Contract. All Work requested may be on an irregular and as needed basis throughout the Contract term.

2.4 TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Performing Agency represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Performing Agency or its employees. System Agency shall not be liable for any taxes resulting from the contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

The Contract is subject to termination or cancellation, without penalty to the System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Performing Agency's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Performing Agency for any damages that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Performing Agency agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may:
- i. withhold all or part of any payments to Performing Agency to offset overpayments, unallowable or ineligible costs made to the Performing Agency, or if any required financial status report(s) is not submitted by the due date(s); or,
 - ii. require Performing Agency to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.
- B. "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. Performing Agency understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Performing Agency further understands and agrees that reimbursement of such disallowed costs shall be paid by Performing Agency from funds which were not provided or otherwise made available to Performing Agency under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

Performing Agency warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; and all Deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Performing Agency has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Performing Agency, at its sole expense, to:

- i. Repair or replace all defective or damaged Work;
- ii. Refund any payment Performing Agency received from System Agency for all defective or damaged Work and, in conjunction therewith, require Performing Agency to accept the return of such Work; and,
- iii. Take necessary action to ensure that Performing Agency's future performance and Work conform to the Contract requirements.

4.2 CONTRACT AFFIRMATIONS

Performing Agency certifies that, to the extent Contract Affirmations are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the Contract Affirmations and that Performing Agency is in compliance with all requirements.

4.3 FEDERAL ASSURANCES

Performing Agency certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal assurances and that Performing Agency is in compliance with all requirements.

4.4 FEDERAL CERTIFICATIONS

Performing Agency certifies that, to the extent federal certifications are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal certifications and that Performing Agency is in compliance with all requirements. In addition, Performing Agency certifies that it is and shall remain in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Performing Agency and Performing Agency's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Performing Agency hereby irrevocably assigns and

transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.

- C. Performing Agency agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Performing Agency has any rights in and to the Work Product that cannot be assigned to System Agency, Performing Agency hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Performing Agency. Performing Agency shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 PERFORMING AGENCY'S PRE-EXISTING WORKS

- A. To the extent that Performing Agency incorporates into the Work Product any works of Performing Agency that were created by Performing Agency or that Performing Agency acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Performing Agency retains ownership of such Incorporated Pre-existing Works.
- B. Performing Agency hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Performing Agency represents, warrants, and covenants to System Agency that Performing Agency has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

5.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Performing Agency, Performing Agency hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business purposes only,
 - i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and
 - ii. to authorize others to do any or all of the foregoing.
- B. Performing Agency shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Performing Agency shall

notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

- C. Performing Agency shall provide System Agency all supporting documentation demonstrating Performing Agency's compliance with this **Section 5.3**, including without limitation documentation indicating a third party's written approval for Performing Agency to use any Third Party IP that may be incorporated in the Work Product.

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Performing Agency shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Performing Agency's compliance with Performing Agency's obligations under this **Article V**.

5.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Performing Agency shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Performing Agency's failure to timely deliver such Work Product is a material breach of the Contract. Performing Agency will not retain any copies of the Work Product or any documentation or other products or results of Performing Agency's activities under the Contract without the prior written consent of System Agency.

5.6 SURVIVAL

The provisions and obligations of this **Article V** survive any termination or expiration of the Contract.

5.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Performing Agency by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Performing Agency in the course of providing data processing services in connection with Performing Agency's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.
- B. Performing Agency has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Performing Agency to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Performing Agency is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Performing Agency shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Performing Agency's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Performing Agency's performance of its obligations hereunder.

ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

- A. Performing Agency is prohibited from using State Property for any purpose other than performing services authorized under the Contract.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Performing Agency shall not remove State Property from the continental United States. In addition, Performing Agency may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Performing Agency shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services.
- E. During the time that State Property is in the possession of Performing Agency, Performing Agency shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Performing Agency's use of State Property that exceeds the Contract scope. Performing Agency shall fully reimburse such charges to System Agency within ten (10) calendar days of Performing Agency's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 DAMAGE TO GOVERNMENT PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Performing Agency or Performing Agency's employees, agents, Subcontractors, and suppliers, Performing Agency shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Performing Agency shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Performing Agency shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Performing Agency's receipt of System Agency's notice of amount due.

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Contract is terminated for any reason, or upon its expiration State Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

ARTICLE VII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

7.1 RECORD MAINTENANCE AND RETENTION

- A. Performing Agency 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 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.
- B. Performing Agency shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Performing Agency for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

7.2 AGENCY'S RIGHT TO AUDIT

- A. Performing Agency shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Performing Agency pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. In addition to any right of access arising by operation of law, Performing Agency and any of Performing Agency'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.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Performing Agency shall produce original documents related to this Contract.
- D. 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.
- E. Performing Agency 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.

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Performing Agency must act to ensure its and its subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the services and Deliverables provided. Any such correction will be at Performing Agency's or its Subcontractor's sole expense. Whether Performing Agency's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Performing Agency must provide to System Agency upon request a copy of those portions of Performing Agency's and its subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.

7.4 STATE AUDITOR'S RIGHT TO AUDIT

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The 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, under the direction of the legislative audit committee, 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 state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. The Performing Agency shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 CONFIDENTIALITY

Performing Agency shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency Data, System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract. The obligations of Performing Agency under this section will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Performing Agency.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Performing Agency's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Performing Agency accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Performing Agency to take specific actions in order to remain in compliance with the Contract;
- iii. recouping payments made by the System Agency to the Performing Agency found to be in error;

- iv. suspending, limiting, or placing conditions on the Performing Agency's continued performance of Work; or
- v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract, in whole or in part, 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 the System Agency's notice of termination.

8.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Performing Agency 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 Performing Agency's duties under the Contract. Performing Agency's misrepresentation in any aspect of Performing Agency's Solicitation Response, if any, or Performing Agency's addition to the System for Award Management (SAM) exclusion list will also constitute a material breach of the Contract.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Performing Agency no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

8.4 PERFORMING AGENCY RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Contract for cause, the Performing Agency shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Performing Agency. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Performing Agency's failure to perform any Work in accordance with the terms of the Contract.

ARTICLE IX. GENERAL PROVISIONS

9.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

9.2 INSURANCE

A. Unless otherwise specified in this Contract, Performing Agency shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper

fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Performing Agency shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Performing Agency shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Performing Agency must produce renewal certificates for each type of coverage.

- B. These and all other insurance requirements under the Contract apply to both Performing Agency and its subcontractors, if any. Performing Agency is responsible for ensuring its subcontractors' compliance with all requirements.

9.3 LIMITATION ON AUTHORITY

- A. The authority granted to Performing Agency by the System Agency is limited to the terms of the Contract.
- B. Performing Agency shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Performing Agency may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- C. Performing Agency may not rely upon implied authority and is not granted authority under the Contract to:
- i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Performing Agency, the Performing Agency shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

9.4 LEGAL OBLIGATIONS

Performing Agency shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Performing Agency shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

9.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Performing Agency shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended

throughout the term of the Contract. System Agency reserves the right, in its sole discretion, to unilaterally amend the Contract to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

9.6 E-VERIFY PROGRAM

Performing Agency certifies that for contracts for services, Performing Agency shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

- i. all persons employed by Performing Agency to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by the Performing Agency to perform Work pursuant to the Contract within the United States of America.

9.7 PERMITTING AND LICENSURE

At Performing Agency's sole expense, Performing Agency shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Performing Agency to provide the goods or services required by this Contract. Performing Agency shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Performing Agency shall be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

9.8 SUBCONTRACTORS

Performing Agency may not subcontract any or all of the Work and/or obligations under the Contract without prior written approval of the System Agency. Subcontracts, if any, entered into by the Performing Agency shall be in writing and be subject to the requirements of the Contract. Should Performing Agency subcontract any of the services required in the Contract, Performing Agency expressly understands and acknowledges that in entering into such subcontract(s), System Agency is in no manner liable to any subcontractor(s) of Performing Agency. In no event shall this provision relieve Performing Agency of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract.

9.9 INDEPENDENT PERFORMING AGENCY

Performing Agency and Performing Agency's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Performing Agency nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Performing Agency shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Performing Agency and System Agency.

9.10 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

9.11 SEVERABILITY

If any provision of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.

9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Performing Agency from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 FORCE MAJEURE

Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.14 DISPUTE RESOLUTION

A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Performing Agency's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Performing Agency shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Performing Agency with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

- B. The contested case process provided in Chapter 2260 is the Performing Agency's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.
- C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Performing Agency shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Performing Agency may suspend performance during the pendency of such claim or dispute if the Performing Agency has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

9.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Performing Agency which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

9.16 MEDIA RELEASES

- A. Performing Agency shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Performing Agency is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Performing Agency may publish, at its sole expense, results of Performing Agency performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.17 NO MARKETING ACTIVITIES

Performing Agency is prohibited from using the Work for any Performing Agency or third-party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Performing Agency's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Performing Agency as part of the Work.

9.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Performing Agency shall not require any employees or subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.19 SOVEREIGN IMMUNITY

Nothing in the Contract shall be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.20 ENTIRE CONTRACT AND MODIFICATION

This Contract constitutes the entire agreement of the Parties and is 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 any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.22 CIVIL RIGHTS

- A. Performing Agency shall comply with all applicable state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, *et seq.*);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §6101, *et seq.*);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011, *et seq.*); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- B. Performing Agency shall 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.
- C. Performing Agency shall 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 Performing Agency from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Performing Agency to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Performing Agency shall 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.

- D. Performing Agency shall post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- E. Performing Agency shall comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 28 CFR Subpart G § 42.503, and Americans with Disabilities Act of 1990 and its implementing regulations at 28 CFR Subpart B §35.130 which includes requiring Performing Agency to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the Performing Agency can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.
- F. Performing Agency shall comply with federal regulations regarding equal treatment for faith-based organizations under 45 C.F.R. Part 87 or 7 C.F.R. Part 16, as applicable. Performing Agency shall not discriminate against clients or prospective clients on the basis of religion or religious belief, and shall provide written notice to beneficiaries of their rights.
- G. Upon request, Performing Agency shall provide the HHSC Civil Rights Office with copies of the Performing Agency's civil rights policies and procedures.
- H. Performing Agency 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
Fax: (512) 438-5885.

9.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Performing Agency shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

9.24 DISCLOSURE OF LITIGATION

- A. The Performing Agency must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Performing Agency. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Performing Agency must also disclose any material litigation threatened or pending

involving subcontractors, consultants, and/or lobbyists. For purposes of this section, “material” refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Performing Agency’s financial condition.

- B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

9.25 NO THIRD-PARTY BENEFICIARIES

The Contract is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.

9.26 BINDING EFFECT

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

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Attachment D Local Intellectual and Developmental Disability Authority (LIDDA) Special Conditions

Article 1. Forms

1.1 Manuals, Reports, Exhibits, Forms and LIDDA Handbook

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 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 Texas Grant Management Standards (TxGMS)

The TxGMS referenced in this Contract are located at <http://comptroller.texas.gov/purchasing/grant-management/>.

Article 2. Funding and Expenditures

2.1 Budget

LIDDA shall develop an annual budget, in the format of Report III-IDD, using the amounts indicated in Attachment F, 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 Tex. Health and Safety Code §534.118, in the amount and percentage indicated on Attachment F, Budget/Required Local Match, for the applicable fiscal year.

2.3 Expenditures

2.3.1 LIDDA shall expend funds allocated by HHSC and required local match (the "contract funds") solely for Intellectual and Developmental Disability (IDD) services and administrative overhead authorized in section 2.4.2.

- 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 Intermediate Care Facility for Individuals with an Intellectual Disability or Related Conditions (ICF/IID) programs.
- 2.3.3 LIDDA shall comply in all respects with the TxGMS, in accordance with 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 TxGMS Allowable Costs.
- 2.3.5 Upon Contract termination or the end of each State Fiscal Year, 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 first 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 TxGMS.
- 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 calendar days of operations.
- 2.4.1.5 LIDDA shall restrict the program income used to build reserves to the 60 calendar 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%, 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 TxGMS. 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. On a quarterly basis, LIDDA is required to reconcile accounting transactions from its general ledger to Report III-IDD 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. LIDDA shall develop and implement management processes for the allocation and development of resources and the oversight of services, as required in Attachment E, Statement of Work, Section A-1, Article 2 relating to Authority Functions.

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 §534.112, and HHSC's Guidelines for Annual Financial and Compliance Audits of Community MHMR Centers (21st Revision - February 2005) (the "Audit Guidelines"). The LIDDA Board of Trustees is required to obtain a single audit each year and must competitively re-procure single audit services at least once every six years.

2.4.6.2 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 30 days after notification by IG to do so, LIDDA may be subject to sanctions and remedies for non-compliance with this Contract.

2.4.6.3 Access to Audit. LIDDA shall authorize the Department of State Health Services (DSHS), HHSC, and their designees and 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 HHSC, and their designees and authorized representatives, 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-IDD:

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

B. In accordance with the IDD Submission Calendar of this Contract:

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

2.4.7.2 Submit Accurate and Timely Information. LIDDA shall submit accurate and timely information to HHSC, including, but not limited to, the information described in the IDD Submission Calendar of this Contract, as follows:

A. A completed Certification Regarding Lobbying (Attachment H) 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 HHSC 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 upon request from the HHSC Contract Manager.
- E. An electronic copy of a comprehensive financial and compliance audit for the previous State Fiscal Year to each of the following:
 - (1) HHSC's IDD Contract Management Unit at IDDPerformance.Contracts@hhsc.state.tx.us.
 - (2) OIG's HHS portal at [HHSC SAU Online Submission Form \(state.tx.us\)](https://www.hhs.gov/ohig/submit) or to [Single Audit Unit@hhs.texas.gov](mailto:SingleAuditUnit@hhs.texas.gov).
- 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 the IDD Submission Calendar in this Contract.

2.4.7.3 Encounter Data.

- (a) As specified in the IDD Submission Calendar of this Contract, LIDDA shall submit timely monthly encounter data files for all IDD services. LIDDA shall maintain a rejection rate of less than 1% of the total number of records for monthly encounter data files submissions.
- (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, IDD Service Data Integrity, HHSC Service Grid and Field Definitions as well as procedures and instructions established by HHSC.
- (c) LIDDA shall notify the HHSC Contract Representative and submit in writing a System Migration Plan for any related client management software system transitions prior to implementation. The plan must clearly outline the timeline for completion and include assurances to ensure all obligations under this section will be maintained. Required status updates may be established by HHSC.

- 2.4.7.4 For Critical Incident Data, LIDDA shall report aggregate critical incident data via the Critical Incident Management System (CIMS).
- 2.4.7.5 For Client Assignment and Registration (CARE), LIDDA shall use 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.
- 2.4.7.6 For Long-Term Care Online Portal (LTCOP), LIDDA shall use LTCOP to collect, record, and electronically submit information to HHSC, and to generate reports concerning performance under this Contract, in accordance with the Long-Term Care (LTC) User Guides.
- 2.4.7.7 For Community Services Interest List (CSIL), LIDDA shall use CSIL to collect, record, and electronically submit information to HHSC, and to generate reports concerning performance under this Contract, in accordance with the Community Services Interest List User Guide for the Local Intellectual and Developmental Disability Authority.
- 2.4.7.8 For Slot Tracking, LIDDA shall use the Slot Tracking System to collect and record information, and to generate reports concerning performance under this Contract, in accordance with the Slot Tracking User Guide for Local Intellectual and Developmental Disability Authorities.

2.5 Miscellaneous

2.5.1 At minimum, LIDDA shall comply with the following requirements:

- (a) *The current* General Appropriations Act (GAA);
- (b) Tex. Gov't Code, Chapter 556, relating to prohibited political activities by certain public entities and individuals;
- (c) Tex. Gov't Code, §2102.0091, relating to reports of periodic audits; and
- (d) Texas Gov't Code §§2113.012 and 2113.101, relating to alcoholic beverages.

Article 3. Remedies and Sanctions

3. Overview

In addition to any other remedies specified elsewhere in this Contract, HHSC reserves the right to apply the following remedies and sanctions set forth below if the LIDDA fails to comply with any Contract requirement.

3.1 Remedies.

HHSC may impose one or more of the remedies described below for non-compliance by the LIDDA with any 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 HHSC Contract Manager within 30 calendar days after receiving a notice of deficiency. At minimum, the CAP must include the following:
 - (a) The date by which the deficiency will be corrected. All corrective actions must be completed no later than 90 calendar days after the date of the notice of deficiency unless HHSC extends the deadline. HHSC may require corrective actions be completed on an expedited basis;
 - (b) Identification of the LIDDA employee(s) responsible for ensuring the deficiency is corrected;
 - (c) The actions LIDDA has taken or will take to correct the deficiency; and
 - (d) A description of the systematic change and monitoring system the LIDDA has/will implement to ensure the deficiency does not re-occur, including the frequency of the monitoring and the LIDDA employee(s) 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.
- 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 authorized 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 Attachment E, Statement of Work, Section 2.9.1, 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 HHSC. Services not counted toward service target performance may be considered in determining the LIDDA's liability for recoupment.

- 3.2.2 Impose sanctions for failing to meet a quarterly outcome target for a performance measure identified in Attachment E, Statement of Work Section A-2 (Performance Measures and Outcome Targets) in accordance with the sanction chart in section 3.4.1 of this Attachment D.
- 3.2.3 Impose sanctions 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.
- 3.2.4 Impose sanctions for failing to implement a CAP within the timeframe stated to correct the LIDDA's failure to submit information as required under sections 2.4.7.2 A-H and 2.4.7.3 (a) in accordance with the IDD Submission Calendar of this Contract. Sanctions will be imposed in accordance with the sanction chart in section 3.4.1; and
- 3.2.5 Impose sanctions for failing to ensure the provision of a required IDD service quarterly as stipulated by Attachment E, Statement of Work, Section A-1, 2.9.2. in accordance with the sanction chart in section 3.4.1.

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 sanctions for failing to comply with any Contract requirement except those described in sections 3.2.1 - 3.2.5, in accordance with the sanctions chart in section 3.4.1.
- 3.3.2 Impose sanctions for failing to correct a finding within the timeframe stated in the CAP, except for a finding from a quality assurance review as provided for in section 3.2.3 of this section.
- 3.3.3 Temporarily withhold contract funds pending resolution of issues of non-compliance with contract requirements 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 State of Texas.

3.3.5 Reduce the Contract term.

3.3.6 Limit quarterly 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; or
- (b) Who has failed to comply with any Contract requirement.

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 in accordance with Section 3.9 of these Special Conditions, Attachment C, HHS Uniform Terms and Conditions, or as authorized by applicable law or regulation.

3.4 Sanctions Schedule

3.4.1 HHSC will use the following sanctions schedule for violations under sections 3.2.1-3.2.5 and 3.3.1 and 3.3.2. 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 State Fiscal Year's allocation. The sanctions schedule will be applied separately to each of the applicable sanctions listed in Attachment E, Statement of Work Section A-2, Performance Measures and Outcome Targets.

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 retains the right to impose discretionary sanctions for additional violations.

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

3.4.4 Sanctions 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 will formally notify the LIDDA in writing when a remedy or sanction is imposed, stating the nature of the remedy or sanction imposed. The LIDDA may file, within ten calendar days of receipt of the notice, a written appeal with HHSC's IDD Contract Management Unit (IDDPerformance.Contracts@hhsc.state.tx.us), which must demonstrate that the findings on which the remedy or sanction is based are either invalid or do not warrant the remedy or sanction.

3.5.2 For any appeal filed in accordance with Section 3.5.1, the HHSC Contract Manager shall notify LIDDA in writing of HHSC's final determination.

3.5.3 If HHSC rejects the LIDDA's appeal, the LIDDA shall remit to HHSC any monetary amounts assessed within 30 calendar 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 and will be collected by HHSC, in accordance with Texas Gov't Code §2251.025 and Texas Gov't Code §2251.026.

3.6 Emergency Action

3.6.1 In an emergency, HHSC will immediately impose a sanction to the LIDDA by any verifiable method when LIDDA's act or omission is endangering or may endanger the life, health, welfare, or safety of an 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 the LIDDA as High Risk through the electronic contract management risk assessment module. 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 a Community Center in accordance with Tex. Health and Safety Code §§534.038-040 if the HHSC executive commissioner or his or designee finds that a Community Center or an officer or employee of the Community Center:

- (a) Intentionally, recklessly, or negligently failed to discharge the Community Center'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 an individual;
- (e) Failed to keep fiscal records or maintain proper control over the Community Center'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) Failed to operate within the functions and purposes defined in the LIDDA's center plan; or

- (h) Otherwise 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 calendar 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 Community Center in accordance with Tex. Health and Safety Code §§534.038-534.040.

Article 4. Requirements of System Agency

4.1 General Requirements

- 4.1.1 HHSC will consider requests from LIDDA to allow 90 calendar days to make significant changes to LIDDA's information system required by a contract amendment that affects 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 5.9.
- 4.1.3 HHSC will designate an HHSC employee to manage this Contract.
- 4.1.4 HHSC will 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 will monitor 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 LIDDA and data submitted electronically by LIDDA. Reviews include elements related to quality assurance, priority population, Medicaid waiver authority requirements, and financial records and reports.

- 4.1.6 HHSC will 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 is not required to conduct exit conferences in cases of investigations involving possible criminal activity.
- 4.1.7 HHSC will maintain and distribute the Report III-IDD template and its instructions, including any necessary format changes, for the LIDDA to complete Report III-IDD without amending this Contract.

4.2 Funding and Adjustments

- 4.2.1 HHSC will authorize the Texas Comptroller of Public Accounts to release funds to the LIDDA in accordance with Tables 1, 3, 4, and 6 in Attachment F and the schedule identified in the Introduction in Attachment F.
- 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 F, 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 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 State Fiscal Year.
- 4.2.6 If the LIDDA is not able to expend the allocations within the State 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 State Fiscal Year and reallocate to other LIDDAs, and may also reduce the LIDDA's allocation for future State Fiscal Years.

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. HHSC shall respond to the LIDDA in writing within 30 calendar days following receipt of the notice.

Article 5. Miscellaneous Provisions

5.1 Compliance with Information Letters and IDD Services Broadcasts

LIDDA must comply, and require its subcontractors to comply, with System Agency information letters, and IDD Services Broadcasts 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, Chapter 1, Subchapter G (Community Centers);

(2) 40 Tex. Admin. Code, Chapter 2, Subchapter A (Local Authority Notification and Appeal);

(3) 40 Tex. Admin. Code, Chapter 2, Subchapter B (Contracts Management for Local Authorities);

(4) 40 Tex. Admin. Code, Chapter 2, Subchapter C (Charges for Community Services);

(5) 40 Tex. Admin. Code, §2.151(1)(F) and §2.152(e);

(6) 40 Tex. Admin. Code, Chapter 2, Subchapter F (Continuity of Services – State Facilities);

(7) 40 Tex. Admin. Code, Chapter 2, Subchapter G (Role and Responsibilities of Local Authority);

(8) 26 Tex. Admin. Code, Chapter 331 (LIDDA Service Coordination);

(9) 40 Tex. Admin. Code, Chapter 4, Subchapter A (Protected Health Information);

(10) 40 Tex. Admin. Code, Chapter 4, Subchapter C (Rights of Individuals with an Intellectual Disability);

(11) 40 Tex. Admin. Code, Chapter 4, Subchapter D (Administrative Hearings under Tex. Health and Safety Code, Title 7, Subtitle D);

(12) 40 Tex. Admin. Code, Chapter 4, Subchapter K (Criminal History and Registry Clearances);

- (13) 40 Tex. Admin. Code, Chapter 4, Subchapter L (Abuse, Neglect, and Exploitation in Local Authorities and Community Centers);
- (14) 40 Tex. Admin. Code, Chapter 5, Subchapter A (Prescribing of Psychoactive Medication);
- (15) 26 Tex. Admin. Code, Chapter 306, Subchapter G (Use and Maintenance of the Health and Human Services Commission Psychiatric Drug Formulary);
- (16) 26 Tex. Admin. Code, Chapter 304 (Diagnostic Assessment);
- (17) 26 Tex. Admin. Code, Chapter 263 (Home and Community-based Services (HCS) Program and Community First Choice (CFC));
- (18) 26 Tex. Admin. Code, Chapter 261 (ICF/IID Programs — Contracting);
- (19) 26 TAC Part 1 Chapter 262 (Texas Home Living (TxHmL) Program and Community First Choice (CFC));
- (20) 26 Tex. Admin. Code, Chapter 262 (Texas Home Living (TxHmL) Program and Community First Choice (CFC));
- (21) 40 Tex. Admin. Code, Chapter 72, Subchapter L (MOU-Capacity Assessment for Self Care and Financial Management);
- (22) 26 Tex. Admin. Code, Chapter 303 (Preadmission Screening and Resident Review (PASRR)); and
- (23) 26 Tex. Admin. Code, Chapter 903 (Interstate Compact on Mental Health and Intellectual and Developmental Disabilities)

B. Federal and State Laws

- (1) Federal and State anti-discrimination laws as described in Attachment C, HHS Uniform Terms and Conditions (Version 3.2);
- (2) 42 CFR Part 2 (concerning the confidentiality of substance use disorder 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 by the LIDDA of the employee misconduct registry or comparable database from the State in which the prospective employee resides. The LIDDA must complete this check 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 by the LIDDA 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 the IDD Submission Calendar of this contract, LIDDA's subcontracts report on the Annual HUB Sub-Contracting Report (Form F). Form F may be obtained upon request from the HHSC Contract Manager.

5.5 Compliance with Contract Terms and Conditions

LIDDA hereby agrees to comply with all terms, conditions, and requirements of this Contract. LIDDA agrees that HHSC shall, in its sole discretion, resolve any conflict, ambiguity, or inconsistency between any terms or conditions in the Contract.

5.6 Transfer of Responsibilities

Upon expiration or termination 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.

5.7 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.

5.8 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.

5.9 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 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. Additionally, LIDDAs are responsible for complying with CFR regarding storage or exchange of protected health information. In the event that the LIDDA is unsure whether information may be shared, please contact the HHSC's IDD Contract Management Unit at IDDPerformance.Contracts@hhsc.state.tx.us.

5.10 Books and Records

5.10.1 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, including but not limited to the following, in compliance with Attachment C, HHS Uniform Terms and Conditions, Section 7.1, Record Maintenance and Retention:

- (a) Internal monitoring records of the quality and appropriateness of Medicaid program participation and compliance;
- (b) All accounting and other financial records;
- (c) 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.

5.10.2 LIDDA shall also collect, record, and maintain records in compliance with Attachment E, Statement of Work, Section A-5 (HCS and TxHmL

Interest Lists Maintenance) and the HCS and TxHmL Interest List Manual regarding individuals who have requested HCS or TxHmL services.

5.11 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.

5.12 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.

5.13 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.

Attachment E

Statement of Work

State Fiscal Years 2024-2025

Version 1



TEXAS
Health and Human
Services

**Texas Health and Human
Services Commission**

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A-1 Authority and LIDDA Requirements

Article 1. Designation and Delegation of Authority

1.1 Designation

In accordance with Tex. Health and Safety Code §533A.035(a) and §534.105, each Local Intellectual and Developmental Disability Authority (LIDDA) is the designated LIDDA for the local service area consisting of the following counties:

LIDDA	Counties Served
Abilene Regional MHMR Center	Callahan, Jones, Shackelford, Stephens, and Taylor
Alamo Area Council of Governments	Bexar
Anderson-Cherokee Community Enrichment Services (ACCESS)	Anderson and Cherokee
Andrews Center	Henderson, Rains, Smith, Van Zandt, and Wood
Austin Travis County MHMR Center	Travis
Bluebonnet Trails Community MHMR Center	Bastrop, Lee, Burnet, Fayette, Caldwell, Guadalupe, Williamson, and Gonzales
Border Region Behavioral Health Center	Jim Hogg, Starr, Webb, and Zapata
Burke Center	Angelina, Houston, Jasper, Nacogdoches, Newton, Polk, Sabine,

	San Augustine, San Jacinto, Shelby, Trinity, and Tyler
Camino Real Community MHMR Center	Atascosa, Dimmit, Frio, Karnes, LaSalle, Maverick, McMullen, Wilson, and Zavala
Central Counties Center for MHMR Services	Bell, Coryell, Hamilton, Lampasas, and Milam
Central Plains Center for MHMR Services	Bailey, Briscoe, Castro, Floyd, Hale, Lamb, Motley, Parmer, and Swisher
Central Texas MHMR Center	Brown, Coleman, Comanche, Eastland, McCulloch, Mills, and San Saba
Coastal Plains Community Center	Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak, and San Patricio
Collin County MHMR Center	Collin
Dallas County MHMR Center	Dallas
Denton County MHMR Center	Denton
El Paso MHMR	El Paso
Gulf Bend MHMR Center	Calhoun, DeWitt, Goliad, Jackson, Lavaca, Refugio, and Victoria
Heart of Texas Region MHMR Center	Bosque, Falls, Freestone, Hill, Limestone, and McLennan
Helen Farabee Center	Archer, Baylor, Childress, Clay, Cottle, Dickens, Foard, Hardeman, Haskell, Jack, King, Knox, Montague, Stonewall, Throckmorton, Wichita, Wilbarger, Wise, and Young

Hill Country Community MHMR Center	Bandera, Kendall, Medina, Real, Uvalde, Blanco, Comal, Edwards, Kimble, Mason, Menard, Schleicher, Sutton, Gillespie, Hays, Kerr, Kinney, Val Verde, and Llano
Lakes Regional MHMR Center	Ellis, Hunt, Kaufman, Navarro, Rockwall, Camp, Franklin, Morris, Titus, Delta, Lamar, and Hopkins
Lubbock Regional MHMR Center	Cochran, Crosby, Hockley, Lubbock, and Lynn
MHMR Authority of Brazos Valley	Brazos, Burleson, Grimes, Leon, Madison, Robertson, and Washington
MHMR of Tarrant County	Tarrant
MHMR Services for the Concho Valley	Coke, Concho, Crockett, Irion, Reagan, Sterling, and Tom Green
Nueces County MHMR Community Center	Nueces
Pecan Valley MHMR Region	Erath, Hood, Johnson, Palo Pinto, Parker, and Somervell
Permian Basin Community Centers	Brewster, Culberson, Ector, Hudspeth, Jeff Davis, Midland, Pecos, and Presidio
Sabine Valley Regional MHMR Center	Bowie, Cass, Gregg, Harrison, Marion, Panola, Red River, Rusk, Upshur
Spindletop MHMR Services	Chambers, Hardin, Jefferson, and Orange
Texana Center	Austin, Colorado, Fort Bend, Matagorda, Waller, and Wharton

Texas Panhandle MHMR	Armstrong, Carson, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Potter, Randall, Roberts, Sherman, and Wheeler
Texoma Community Center	Cooke, Fannin, and Grayson
The Gulf Coast Center	Brazoria and Galveston
The Harris Center for Mental Health and IDD	Harris
Tri-County Behavioral Healthcare	Montgomery, Walker, and Liberty
Tropical Texas Behavioral Health	Cameron, Hidalgo, and Willacy
West Texas Centers for MHMR	Andrews, Borden, Crane, Dawson, Fisher, Gaines, Garza, Glasscock, Howard, Kent, Loving, Martin, Mitchell, Nolan, Reeves, Runnels, Scurry, Terrell, Terry, Upton, Ward, Winkler, and Yoakum

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 local service area.

Article 2. LIDDA Requirements

2. Authority Functions

2.1 Local Planning.

LIDDA shall conduct local planning in the local service area as follows:

2.1.1 LIDDA shall develop and implement a Local Provider Network Development Plan (formerly known as a Local Plan) that is consistent with the strategic priorities referenced in the HHSC Strategic Plan at <https://hhs.texas.gov/about-hhs/budget-planning/health-human-services-system-strategic-plans-2021-2025>, and in accordance with Tex. Health and Safety Code §533A.0352.

2.1.2 In developing the local service area plan, the LIDDA shall:

- (1) solicit information regarding community needs from:
 - (A) representatives of the local community;
 - (B) individuals receiving community-based intellectual disability services and family members of those individuals;
 - (C) residents of the State Supported Living Center (SSLC), family members of those residents, and members of SSLC volunteer services councils, if the SSLC is located in the local service area of the LIDDA; and
 - (D) other interested persons; and
- (2) consider:
 - (A) criteria for assuring accountability for, cost-effectiveness of, and relative value of service delivery options;
 - (B) goals to ensure a client with an intellectual disability is placed in the least restrictive environment appropriate to the individual's care;
 - (C) opportunities for innovation to ensure that the LIDDA is communicating to all incoming and potentially interested individuals about the availability of the SSLC for individuals with an intellectual disability in the local service area of the LIDDA;
 - (D) goals to divert individuals from the criminal justice system; and

(E) opportunities for innovation in services and service delivery.

- 2.1.3 LIDDA shall post the current Local Provider Network Development Plan on the LIDDA's internet website or the website of one of the LIDDA's local sponsoring agencies.
- 2.1.4 The SSLC must be consulted in the development of this plan and the plan must specify details of the collaboration with the SSLC.
- 2.1.5 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 with IDD, family members of individuals with IDD, 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 LIDDA board of directors and community by advocating for individuals' participation in services based on community needs. The PNAC must be composed of at least nine members, fifty percent of whom shall be individuals with IDD or family members of individuals with IDD, 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.
- 2.1.6 PNAC members must be objective and avoid the appearance of conflicts of interest in performing the responsibilities of the committee.
- 2.1.7 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.
- 2.1.8 LIDDA may develop alliances with other LIDDAs to form regional PNACs.
- 2.1.9 LIDDA may develop a combined IDD and mental health PNAC with a Local Mental Health Authority (LMHA) or Local Behavioral Health Authority (LBHA). 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 local service area 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 local service area. Such coordination must ensure collaboration with their local mental health/behavior health partners, other state agencies, criminal justice entities, other child-serving agencies (e.g., Texas Education Agency (TEA), Department of Family and Protective Services (DFPS), Texas Workforce Commission (TWC), 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 LIDDAs shall comply with requirements of the Electronic Visit Verification (E) program as outlined in HHS issued information letters and other forms of communications.

2.3.4 LIDDA shall participate in the local Community Resource Coordination Group (CRCG) in the local service area, in accordance with the CRCG - memorandum of understanding (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.

2.3.5 LIDDA shall notify the CRCG in the county of residence of the parent or guardian of an individual younger than 22 years of age with a developmental disability if such individual 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).

2.3.6 LIDDA shall cooperate with TEA in individual transition planning for child and adult individuals receiving special education services including ISDs, in accordance with 34 CFR §300.320(b), relating to Definition of individualized education program, and 300.321(b), relating to Individualized Education Program (IEP) Team.

2.3.7 LIDDA shall coordinate with all appropriate entities as it relates to continuity of services for people with IDD that the LIDDA receives notification from the Texas Law Enforcement Telecommunication System (TLETS) of being incarcerated in accordance with the LIDDA handbook.

2.4 Resource Development

2.4.1 LIDDA shall identify and create opportunities to make additional resources available to the local service area which will ultimately benefit individuals with IDD (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 authority and service provider functions, including ensuring service coordinators and designated enrollment staff 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 provider 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, including 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 Related to potential threats, the LIDDA shall have and follow procedures in place for immediate response and action, upon request in HHSC correspondence, related to Notifications of Potential Threats to Health and Safety. The procedure and actions taken must ensure the individual is seen in person within 48 hours.
- 2.6.5 LIDDA shall respond and immediately take action, as identified in correspondence received from HHSC, related to Emergency Provider Contract Decertification, Intermediate Care Facility for Individuals with an Intellectual Disability or Related Conditions (ICF/IID), Texas Home Living (TxHML) and Home and Community-based Services (HCS) involuntary provider contract closures, and ICF/IID, TxHML, and HCS voluntary provider closures.

A. LIDDA shall develop and implement an Emergency Provider Contract Decertification plan to include:

- (1) Contacting LIDDA leadership directly after hours and on weekends;
- (2) Ensuring availability of staffing to immediately take action, as identified in correspondence received from HHSC;
- (3) Updating HHSC frequently until all individuals have alternative placements including where the individuals have gone; and
- (4) Ensuring the health and safety of individuals during this type of closure, including but not limited to:

Ensuring staff will perform crisis prevention and management functions consistent with 26 Tex. Admin. Code, Chapter 331 to secure alternative placements for individuals impacted by the closure;

Planning to arrive onsite as soon as feasible to assess the health and safety of the individuals; and

In the event health and safety is not assured, initiating emergency planning by immediately contacting the IDD MFP unit staff assisting with the closure by phone.

B. LIDDA shall develop and implement an Involuntary Provider Contract Closure plan to include:

- (1) Contacting LIDDA leadership directly after hours and on weekends;
- (2) Ensuring availability of staffing to immediately take action, as identified in correspondence received from HHSC;
- (3) Updating HHSC frequently until all individuals have alternative placements including where the individuals have gone; and
- (4) Ensuring the health and safety of individuals during this type of closure, including but not limited to:

Ensuring staff will perform crisis prevention and management functions consistent with 26 Tex. Admin. Code, Chapter 331 to secure alternative placements for individuals impacted by the closure;

Planning to arrive onsite as soon as feasible to assess the health and safety of the individuals; and

In the event health and safety is not assured, initiating emergency planning by immediately contacting the IDD Money Follows the Person (MFP) unit staff assisting with the closure by phone.

C. LIDDA shall develop and implement a Voluntary Provider Contract Closure plan to include:

- (1) Contacting LIDDA leadership directly within one business day;
- (2) Ensuring availability of staffing to immediately take action, as identified in correspondence received from HHSC; and
- (3) Updating HHSC frequently until all individuals have alternative placements including where the individuals have gone.

D. LIDDA shall submit the plan to HHSC upon completion, in accordance with the IDD Submission Calendar, and upon request by HHSC to IDDMFPSupport@hhs.texas.gov. HHSC may request revisions, that must be submitted within thirty calendar days of the request.

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

2.6.7 LIDDA shall consider public input, ultimate cost-benefit, and client care issues to ensure consumer choice and the best use of public money in:

- A. assembling a network of service providers;
- B. making recommendations relating to the most appropriate and available treatment alternatives for individuals in need of IDD services; and
- C. procuring services for a local service area, including a request for proposal or open-enrollment procurement method.

2.6.8 LIDDA shall respond appropriately to provider complaints and appeals.

2.6.9 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:

Critical incident means:

- (a) a medication error;
- (b) a serious physical injury;

- (c) a behavior intervention plan that authorizes restraint;
 - (d) an emergency personal restraint;
 - (e) an emergency mechanical restraint; or
 - (f) an emergency psychoactive medication restraint;
 - (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 individuals' critical health, safety, rights, or abuse, neglect, and exploitation, 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 calendar 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, neglect and exploitation 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 2.1-2.1.9 of this section, the following are also authority functions:
- A. LIDDA shall provide screening, eligibility determination, and service coordination in accordance with the LIDDA Handbook, the Texas Administrative Code, and the Service Definition Manual.

- 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 LIDDA Handbook, Medicaid Program Enrollment Requirements and the A-1: Authority and LIDDA Requirements section of this Contract.
- D. LIDDA shall ensure intake activities are accessible to all, conduct intake activities, and provide an explanation of IDD services and supports as described in A-1: Authority and LIDDA Requirements, Section 2.8.2, of this Contract.
- E. LIDDA shall have policies and procedures for maintaining a local interest list for general revenue (GR) services that will not be available to an individual within 30 days of the request date.
- F. LIDDA shall provide their local GR interest list in a format and method approved by HHSC on a quarterly basis as indicated in the IDD Submission Calendar.
- G. LIDDA shall provide permanency planning in accordance with 26 Tex. Admin. Code §331.5, Tex. Gov't. Code, Chapter 531, and as described in A-10: Permanency Planning Requirements in this Contract and the LIDDA Handbook.
- H. LIDDA shall ensure the provision of Crisis Respite in the LIDDA's local service area is in accordance with the requirements stated in A-11: Crisis Services of this Contract.
- I. LIDDA shall assign one full-time employee or contract employee as a lead Crisis Intervention Specialist to oversee all activities required by A-11: Crisis Services of this Contract and Section 19000, Crisis Intervention Specialist of the LIDDA Handbook.
- J. LIDDA shall ensure the provision of Enhanced Community Coordination (ECC) in the LIDDA's local service area in accordance with the requirements in A-12: Enhanced Community Coordination - Money Follows the Person Initiative of this Contract.

- K. LIDDA shall ensure the provision of Transition Support Team (TST) services through collaboration with the designated Transition Support Team in accordance with requirements stated in A-13: Transition Support Teams - Money Follows the Person Initiative of this Contract.
- L. The TST LIDDA must designate a medical specialist, and through the written agreement, the other LIDDAs within the service area agree to such designation.
- M. LIDDA shall participate in the TST stakeholder committee by providing one or more representatives. Each representative shall have adequate authority and expertise in IDD services to provide input and assist in determining the needs of the LIDDAs and providers in their designated service area (DSA) regarding TSTs.
- N. LIDDA shall make reasonable efforts to ensure staff participation in the annual TST survey to determine the satisfaction with the educational opportunities, technical assistance and case reviews/consultations provided under the TST. At a minimum, the LIDDA should ensure that the survey is made available directly to IDD program directors and managers, service coordinators, and providers affiliated with your TST, both contracted for implementing TST and those within your DSA. Upon HHSC request, TST providers will send eligible respondents survey-specific communications. LIDDA shall ensure staff participation in the annual TSTs survey, facilitated by each individual TST, and due for submission by September 30th of each year.
- O. Contracted LIDDA shall ensure the provision of TSTs for the DSA is in accordance with the requirements stated in A-13: Transition Support Teams - Money Follows the Person Initiative of this Contract.
- P. Contracted LIDDA shall assign one full-time employee as TST lead to oversee all activities required by A-13: Transition Support Teams - Money Follows the Person Initiative of this Contract and the LIDDA Handbook.
- Q. 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 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 local service area:

A. LIDDA Priority Population

- (1) In accordance with the definition of “LIDDA priority population” found in 26 Tex. Admin. Code, Chapter 304, Subchapter A, §304.102 (Diagnostic Assessment), LIDDA priority population is a group comprised of individuals who meet one or more of the following descriptions:
 - (a) An individual with an intellectual disability, as defined by Tex. Health and Safety Code §591.003(15-a);
 - (b) An individual with autism spectrum disorder, as defined in the Diagnostic and Statistical Manual of Mental Disorders;
 - (c) An individual with a related condition from the HHSC approved list of related conditions, who is eligible for, and enrolling in services in the ICF/IID, HCS Program, or TxHmL Program.
 - (d) A Nursing Facility (NF) 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) An individual diagnosed by an authorized provider (as defined in 26 Tex. Admin. Code, Chapter 304, Subchapter A, §304.102) 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 and the Service Definition Manual, as appropriate for the individual’s level of need, eligibility for a particular service, and the availability of that service.
- (3) Since resources may be insufficient to meet the service needs of every individual in the priority population, GR 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

2.7.2 LIDDA may serve individuals who have resided in a SSLC on a regular admission status, but who may not be in the priority population.

2.7.3 The guidelines set forth in the LIDDA Handbook Section 16000, Guidelines for Determining Less Restrictive Setting describe the procedures to be used by the 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 SSLC. 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 §2.255, 2.257, and the Tex. Health and Safety Code §593.052(a)(3).

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 In response to an inquiry for information about programs and services for an individual with an intellectual or developmental disability, the LIDDA must fulfill duties outlined in Section 6200, Inquires for Information in the LIDDA Handbook.

- 2.8.3 LIDDA shall provide individual benefits assistance in accordance with Section 2.8.3(A) through 2.8.3(H) of this Section and comply with Tex. Health and Safety Code §533A.008(e) regarding individual benefits training.
- A. LIDDA shall ensure at least one staff member receives training that is provided semi-annually through the Texas Council of Community Centers' Individual Benefits Organization;
 - 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 screen all individuals found eligible at intake and all individuals currently being served annually to determine their potential or ongoing eligibility for Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), and Medicaid;
 - D. 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;
 - E. LIDDA shall ensure all individuals reviewed and determined to have moderate to high eligibility potential for Medicaid, SSDI and SSI will be assisted with the benefits applications;
 - F. 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).
 - G. 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
 - H. 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 section. Referral to contractors paid on contingency fees for benefits assistance does not meet the requirements of section 2.8.3 of this section.

- 2.8.4 LIDDA shall ensure all service coordinators are trained in job duties as outlined in this Performance Contract, Texas Administrative Code, and any applicable program specific handbooks including the LIDDA Handbook. Service coordinators shall be provided an electronic copy of this Performance Contract and the LIDDA Handbook.
- 2.8.5 LIDDA shall ensure all service coordinators complete the LIDDA Coordination 101 training within the first ninety days of performing service coordination duties.
- 2.8.6 LIDDA, as requested by HHSC, shall assist in transferring an individual's ICF/IID Program, HCS Program or TxHmL Program services, or Financial Management Services Agency from one provider to another due to closure of the provider's facility or termination of the provider's contract.
- 2.8.7 LIDDA shall provide language assistance services for individuals and Legally Authorized Representatives (LARs) with limited English proficiency, sensory impairments, or speech impairments that allows for meaningful access in accordance with Tex. Health and Safety Code §592.017, to its programs, services, and activities and ensure adequate communication.
- 2.8.8 LIDDA shall cooperate with other LIDDAs, Area Agencies on Aging, Aging and Disability Resource Centers, and HHSC local community services regional offices to ensure efficient access and intake processes for all HHSC services and programs.
- 2.8.9 LIDDA shall ensure coordination of services with Managed Care Organizations (MCOs) to ensure efficient access and intake and programmatic processes for all HHSC services and programs including Community First Choice (CFC) services.
- 2.8.10 This Contract references Client Assignment and Registration (CARE) System. 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.

2.8.11 LIDDA shall establish a public phone number for each county in the local service area 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 Contracts Management Unit.

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 LIDDAs must not use Contract funds to develop a new residential program location or provide residential services to an individual without prior written approval from HHSC.

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 LIDDA Handbook.

C. Perform the enrollment for the waiver programs in accordance with A-6: Medicaid Program Enrollment Requirements of this Contract, HHSC rules governing the HCS Program and the TxHmL Program, and all applicable program specific handbooks including the LIDDA Handbook.

D. Review each individual transitioning from a facility to the HCS Program to determine if the individual is eligible for inclusion in the MFP Demonstration Project as described in the LIDDA Handbook.

E. In accordance with 1 Tex. Admin. Code, Chapter 373 Medicaid Estate Recovery Program (MERP), the LIDDA must require its enrollment staff to

- provide a MERP overview to all individuals, and their authorized representatives or legal guardians, who seek enrollment in a SSLC, a community ICF/IID, HCS, or TxHmL. The MERP overview is part of the Medicaid Estate Recovery Program Receipt Acknowledgement (Form 8001) as identified in the LIDDA Handbook.
- F. Enter into an agreement with MCOs in their local service areas related to eligibility determinations, assessments, and service coordination for certain individuals participating in CFC.
 - G. Refrain from contracting with an MCO as a provider of CFC services for which the LIDDA fulfills the service coordination and assessment role.
 - H. Assist a resident of an SSLC with completing a move from the SSLC within 180 days after the IDT refers the resident for community placement (as indicated on the CARE XPTR report HC023200).
 - I. Ensure LIDDA staff monitoring an individual who is on community placement status from an SSLC complies with the applicable requirements of 40 Tex. Admin. Code, Chapter 2, Subchapter F, Division 4, §2.278 and in A-12: Enhanced Community Coordination - Money Follows the Person Initiative of this Contract.
 - J. An individual who is on community placement status from an SSLC should receive enhanced monitoring for five years on a quarterly basis.
 - K. Provide services to individuals referred by the Texas Youth Commission, in accordance with 37 Tex. Admin. Code, Chapter 380, Subchapter B, Division 2 §380.8779, relating to Discharge of Non-Sentenced Offenders with Mental Illness or Intellectual Disability.
 - L. Ensure that all required services identified in A-3: Description of Intellectual and Developmental Disability Services are provided every quarter.
 - M. 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.

- N. Review annually the Explanation of IDD Services and Supports with each individual or the LAR of an individual currently receiving GR services.
- O. Access 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 Texas-licensed/registered 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. CARE;

- C. Texas Medicaid and Healthcare Partnership (TMHP);
- D. Mental Behavioral Health Outpatient Warehouse (MBOW);
- E. Secure File Transfer Protocol (SFTP);
- F. Service Authorization System Online (SASO);
- G. IDD Operations Portal;
- H. Critical Incident Management System (CIMS); and
- I. Slot Tracking System
- J. 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 business days of any change.

2.10.6 LIDDA shall have an emergency Continuity of Operations Plan that addresses specific types of emergencies and disasters (including natural disasters, fire, equipment failure, a pandemic, and terrorism) that pertain to the area of the State in which the LIDDA is located. 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 GR services;
- B. a process for a designated LIDDA staff to contact HHSC at both IDDServicesACOffice@hhs.texas.gov and IDDPerformance.Contracts@hhsc.state.tx.us within 12 hours or sooner 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 After-Action Reviews;
- E. a process for evaluating the After-Action Improvement 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 an 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's Continuity of Operations 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
 - (4) include continuity of facilities which details the locations where and how leadership and staff may operate during a continuity event.
- J. an exemption for the requirement in section (I) 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.

2.10.8 LIDDA must follow appropriate record retention requirements as identified in the LIDDA Handbook, this Contract, and applicable laws and regulations.

A-2 Performance Measures and Outcome Targets

Article 1.

No.	Performance Measure	Outcome Target
1	<p>Percent of all enrollments into HCS that meet timelines specified in Section 13000 of the LIDDA Handbook (Medicaid Program Enrollment Requirements) which states:</p> <p>The LIDDA must complete the enrollment process by the enrollment due date described below or have an enrollment extension approved by HHSC. Enrollment due dates are:</p> <p>75 calendar days from the date of HHSC’s notice for a person who is residing in their own home or family member’s home; or</p> <p>90 calendar days from the date of HHSC’s notice for a person who is currently residing in a facility, including a NF, state hospital, SSLC or ICF/IID.</p>	at least 95% for each quarter
2	<p>Percent of all enrollments into TxHmL that meet timelines specified in Section 13000 of the LIDDA handbook (Medicaid Program Enrollment Requirements) which states:</p> <p>The LIDDA must complete the enrollment process by the enrollment due date described below or have an enrollment extension approved by the HHSC. Enrollment due dates are:</p>	at least 95% for each quarter

	<p>75 calendar days from the date of HHSC’s notice for a person who is residing in their own home or family member’s home: or</p> <p>90 calendar days from the date of HHSC’s notice for a person who is currently residing in a facility, including a NF, state hospital, SSLC or ICF/IID.</p>	
3	Percent of all CFC Intellectual Disability/Related Condition (ID/RC) assessments completed and submitted to the appropriate HHSC system within 90 calendar days after notification from HHSC of a referral, or as otherwise agreed.	at least 95% for each quarter
4	<p>Percent of Permanency Plans completed that meet timeline requirements specified in A-10: Permanency Planning Requirements which states:</p> <p>The LIDDA has 20 calendar days to conduct permanency planning starting the first business day a person’s name first appears on either XPTR report, and every six months thereafter for renewals.</p>	at least 95% for each quarter
5	PASRR Evaluations (PEs) or resident reviews completed and entered into the Long-Term Care Online Portal (LTCOP) within seven calendar days after receiving a copy of the PASRR Level 1 (PL1) screening from the referring entity or notification from the LTCOP as required by 26 Tex. Admin. Code, §303.302(a)(B)	at least 95% for each quarter
6	Percent of compliance with assigning a habilitation coordinator to an eligible individual within two business days after the PE is entered in the LTCOP as described in Section 4200 of the IDD PASRR Handbook (Assignment of Habilitation Coordinator).	at least 95% for each quarter
7	Percent of all PEs or resident reviews completed in field F1000 “Referrals” section of the PE if field F0500	at least 95% for each quarter

	"Would this individual like to live somewhere other than NF" is marked "1. Yes"	
8	Percentage of completed PL1s in which the "Alternative Placement (Disposition)" field is completed within seven days of a PASRR positive individual's enrollment in a community program as described in Section 2320 of the IDD PASRR Handbook (PL1 Screening Form).	at least 95% for each quarter
9	Percent of HCS and TxHmL interest list population contacted for biennial review as described in Section 7500 of the LIDDA Handbook (Biennial Contact).	At least 50% by the end of State Fiscal Year (FY) 24; 100% by the end of FY 25

Article 2.

No.	Performance Measure	Outcome Target
1	Quarterly IDD Community Service Target	54
2	Percent of compliance adhering to the deliverable dates described in A-7: IDD Submission Calendar.	at least 95% for each quarter

Article 3.

No.	Performance Measure	Outcome Target
1	Percent of compliance with conducting Community Living Options (CLO) during the PE and at least every six months thereafter as required by 26 Tex. Admin. Code §303.601(c)(1)(B)(i).	at least 95% for each quarter

Article 4.

No.	Performance Measure	Outcome Target
1	The Contracted LIDDA, as specified in Section 10100, Definitions, of the LIDDA Handbook, will provide community living options information to all individuals living in the assigned SSLC or their LAR, or both, a minimum of one time per year.	<u>95%</u>
2	The Contracted LIDDA will complete the Community Living Option Information Process (CLOIP) instrument and provide a written report to the SSLC and Designated LIDDA, as specified in Section 10100, Definitions, of the LIDDA Handbook, no later than 14 calendar days prior to the individual's SSLC annual planning meeting.	<u>95%</u>
3	The Contracted LIDDA will attend the SSLC annual planning meeting in person or by teleconference 100% of the time unless the resident or their LAR has specifically requested the LIDDA not participate.	<u>95%</u>
4	Percent compliance of SSLC Transition Reporting that meet timeline requirements specified for an individual who is on community placement status from an SSLC.	<u>95%</u>

A-3 Description of Intellectual and Developmental Disability 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)	<p>Gathering information to determine a need for services. This service is performed in person, by audio-visual, or by audio-only contact with individuals. Screening includes the process of documenting individuals' initial and updated preferences for services and the LIDDA's biennial contact of individuals on the HCS Interest List and the TxHmL Interest List.</p> <p>The service does not include providing information and referrals.</p>	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 Texas Health and Safety Code §593.005 and 26 Tex. Admin. Code, Chapter 304 to determine if an individual has an intellectual disability or is a member of LIDDA priority population. These activities must also be completed for non-waiver CFC	<p>Required</p> <p>This meets the requirements of Tex. Health and Safety Code §593.005</p>

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
	enrollments in accordance with 40 Tex. Admin. Code §2.307(g), and LIDDA Handbook Section 17000.	
<p>* Service Coordination</p> <p>(a service that is an authority function that may NOT be subcontracted)</p>	<p>Assistance in accessing medical, social, educational, and other appropriate services and supports that will help an individual achieve a quality of life and community participation acceptable to the individual as described in the plan of services and supports. Service coordination functions are:</p> <ul style="list-style-type: none"> ▪ assessment — identifying the individual's needs and the services and supports that address those needs as they relate to the nature of the individual'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 individual's needs and desires; ▪ monitoring — ensuring the individual receives needed services, evaluating the effectiveness and adequacy of 	<p>Required</p> <p>This meets the requirements of Tex. Health and Safety Code §533A.0355, and §534.103, 26 Tex. Admin. Code, Chapter 331.</p>

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
	<p>services, and determining if identified outcomes are meeting the individual's needs and desires; and</p> <ul style="list-style-type: none"> ▪ crisis prevention and management — linking and assisting the individual to secure services and supports that will prevent or manage a crisis. <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 individual's desired outcomes; and ▪ the services and supports, including service coordination services, to be provided to the individual, 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 26 Tex. Admin. Code, Chapter 331.</p>	

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
	<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 an individual residing in a SSLC whose movement to the community is being planned or for an individual who formerly resided in a State facility and is on community-placement status, or ▪ Section 2.8.5 of the Statement of Work to this Contract for an individual enrolled in the ICF/IID program to maintain the individual's placement or to develop another placement for the individual. <p>C. Service Authorization and Monitoring: Services provided to an individual who is assessed as having a single need (provision of this service counts toward total served if the individual is receiving no other GR - funded IDD service).</p> <p>D. Service Coordination – HCS or TxHmL Program:</p> <p>Service Coordination for individuals enrolled in the HCS Program in accordance with 26 Tex. Admin. Code, Chapter 263 or TxHmL Program in</p>	

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
	accordance with 26 Tex. Admin. Code, Chapter 262.	
Habilitation Coordination (HC)	Assistance for an individual residing in a NF to access appropriate specialized services necessary to achieve a quality of life and level of community participation acceptable to the individual and LAR on the individual's behalf in accordance with 26 Tex. Admin. Code, §303.102(20).	Required This meets the definition within 26 Tex. Admin. Code, §303.102(20).
*IDD Community Services (provider services that may be subcontracted)	Services provided to assist an individual to participate in person-centered and meaningful community activities and services. The type, frequency, and duration of services are specified in the individual's plan of services and supports. This service category includes:	
	<p>A. Community Support: Individualized activities that are consistent with the individual's plan of services and supports and provided in the individual'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, an individual's ability to perform functional living skills and other daily living activities; 	Optional

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
	<ul style="list-style-type: none"> ▪ activities for the individual's family that help preserve the family unit and prevent or limit out-of-home placement of the individual; ▪ transportation for an individual between home and the individual's community employment site or day habilitation site; and ▪ transportation to facilitate the individual's employment opportunities and participation in community activities. 	
	<p>B. Respite: Planned or unplanned short-term relief services provided to the individual's unpaid caregiver when the caregiver is temporarily unavailable to provide supports.</p>	<p>Required</p> <p>This meets the requirements of Tex. Health and Safety Code §534.103</p>
	<p>C. Employment Assistance: Assistance to an individual in locating paid, individualized, competitive employment in the community, including:</p> <ul style="list-style-type: none"> ▪ helping the individual identify employment preferences, job 	<p>Optional</p> <p>†</p>

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
	<p>skills, work requirements and conditions; and</p> <ul style="list-style-type: none"> ▪ identifying prospective employers offering employment compatible with the individual's identified preferences, skills, and work requirements and conditions. 	
	<p>D. Supported Employment: Supported employment is provided to an individual who has paid, individualized, competitive employment in the community (i.e., a setting that includes individuals without disabilities) to help the individual sustain that employment. It includes individualized support services consistent with the individual's plan of services and supports as well as supervision, self-employment, and training.</p>	Optional +
	<p>E. Behavioral Support: Specialized interventions by professionals with required credentials to assist an individual to increase adaptive behaviors and to replace or modify maladaptive behavior that prevent or interfere with the individual'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 	Optional +

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
	<p>appropriate behavior support plan may be designed;</p> <ul style="list-style-type: none"> ▪ developing an individualized behavior support plan consistent with the outcomes identified in the individual's plan of services and supports; ▪ training and consulting with family members or other providers and, as appropriate, the individual; and ▪ monitoring and evaluating the success of the behavioral support plan and modifying the plan as necessary. 	
	<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; 	Optional

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
	<ul style="list-style-type: none"> • 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 HHSC; and • training and consulting with family members or other providers. 	
	<p>H. Vocational Training: Services provided to an individual in an industrial enclave, a work crew, or an affirmative industry, to enable the individual to obtain employment. Contract funds are not used for the cost of production.</p>	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</p>	Optional †

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
	<p>activities are consistent with achieving the outcomes identified in the individual'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 individual's residence for up to six hours a day, five days per week on a regularly scheduled basis. The service includes personal assistance for individuals 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>	
	<p>J. Independent Living Skills Training: Assistance provided for an individual that is consistent with the individual's Habilitation Service Plan; is provided in the individual's nursing facility or in a community setting; includes expanded interactions, skills training activities, and programs of greater intensity or frequency beyond those a NF is required to provide by 42 CFR §483.24; and consists of:</p> <ul style="list-style-type: none"> • habilitation and support activities that foster improvement of or facilitate an individual's ability to attain, 	<p>Required for nursing facility residents only†</p>

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
	<p>learn, maintain, or improve functional living skills and other daily living activities;</p> <ul style="list-style-type: none"> • activities that help preserve the individual's bond with family members; • activities that foster inclusion in community activities generally attended by people without disabilities; • transportation to facilitate an individual's employment opportunities and participation in community activities, and between the individual's NF and a community setting; and • participating in Service Planning Team (SPT) and IDT meetings. 	
Crisis Intervention Services	<p>K. Lead Crisis Intervention Specialist: In accordance with the Crisis Intervention Specialist section in A-11: Crisis Services:</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 	Required by Tex. Health and Safety Code §533A.0355.

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
	service area who are at risk of requiring crisis services.	
	L. Additional Staff: Provide support to the Lead Crisis Intervention Specialist in fulfilling the responsibilities identified in section K of this section.	
Crisis Respite	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/IID, a HCS group home, an HHSC authorized crisis respite facility or crisis residential facility).	Required by contract
	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.	

† Note: PASRR Specialized Services have a standard rate and are required by contract.

Service Category	CARE Code	Grid Code	Name of Service	Report III-IDD Crosswalk
Screening	NA	311	Screening	A.1.1.1
Eligibility Determination	R005	321	Eligibility Determination (DID / endorsement)	A.1.1.1
NA	NA	323	Inventory for Client and Agency Planning (ICAP) without DID	A.1.1.1
Service Coordination	R014	351	SC	A.1.1.2.2
SC	R019	341	SC – Continuity of Services	A.1.1.2.1
SC	R017	355	SC - Service Authorization and Monitoring	A.1.1.2.1
SC	R014	351	SC - HCS or TxHmL Program R014 is used to represent the service delivery	A.1.1.2.2
SC	R01A	351	SC - HCS or TxHmL Program R01A is used to identify the service coordinator.	A.1.1.2.2
ECC	R0NF	347	ECC – Pre-Move Site Review (diverting or transitioning from an NF, or SSLC, or transitioning from a medium/large ICF-IID as required by A-12: Enhanced Community Coordination-Money Follows the Person Initiative of this Contract.)	A.1.1.2.4 Line 741

			<p><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></p>	
ECC	R019	347	<p>ECC – Pre-Move Site Review (diverting or transitioning from an NF, or SSLC, or transitioning from a medium/large ICF-IID as required by A-12: Enhanced Community Coordination-Money Follows the Person Initiative of this Contract.)</p> <p><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></p>	A.1.1.2.4 Line 741
ECC	R014	347	<p>ECC – Pre-Move Site Review (diverting or transitioning from an NF, or SSLC, or transitioning from a medium/large ICF-IID as required by A-12: Enhanced Community Coordination-</p>	A.1.1.2.4 Line 741

			<p>Money Follows the Person Initiative of this Contract.)</p> <p><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></p>	
ECC	R01A	347	<p>ECC – Pre-Move Site Review (diverting or transitioning from an NF, or SSLC, or transitioning from a medium/large ICF-IID as required by A-12: Enhanced Community Coordination-Money Follows the Person Initiative of this Contract.)</p> <p><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></p>	A.1.1.2.4 Line 741
ECC	R0NF	348	<p>ECC – Post-Move Site Review (diverting or transitioning from an NF or SSLC, or transitioning from a medium/large ICF-IID as required by A-12: Enhanced Community Coordination-Money Follows the Person Initiative of this Contract.)</p>	A.1.1.2.4 Line 741

			<p>Note: If monitoring activities are required beyond the post-move monitoring review, use grid code 374. 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.</p>	
ECC	R019	348	<p>ECC – Post-Move Site Review (diverting or transitioning from an NF or SSLC, or transitioning from a medium/large ICF-IID as required by A-12: Enhanced Community Coordination-Money Follows the Person Initiative of this Contract.)</p> <p>Note: If monitoring activities are required beyond the post-move monitoring review, use grid code 374. 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.</p>	<p>A.1.1.2.4 Line 741</p>

ECC	R014	348	<p>ECC – Post-Move Site Review (diverting or transitioning from an NF or SSLC as required by the PASRR Requirements and A-12: Enhanced Community Coordination- Money Follows the Person Initiative of this Contract.)</p> <p><i>Note: If monitoring activities are required beyond the post-move monitoring review, use grid code 374.</i> 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.</p>	A.1.1.2.4 Line 741
ECC	R01A	348	<p>ECC – Post-Move Site Review (diverting or transitioning from an NF or SSLC, or transitioning from a medium/large ICF/IID as required by A-12: Enhanced Community Coordination- Money Follows the Person Initiative of this Contract.)</p> <p><i>Note: If monitoring activities are required beyond the post-move monitoring review, use grid code 374.</i> A service</p>	A.1.1.2.4 Line 741

			<i>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>	
ECC	R0NF	373	<p>ECC – Transition/Diversion Planning meetings for individual who is diverting or transitioning from an NF, or SSLC, or transitioning from a medium/large ICF/IID as required by A-12: Enhanced Community Coordination-Money Follows the Person Initiative of this Contract).</p> <p><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></p>	A.1.1.2.4 Line 741
ECC	R019	373	<p>ECC – Transition/Diversion Planning meetings for who is diverting or transitioning from an NF, or SSLC, or transitioning from a medium/large ICF/IID as required by A-12: Enhanced Community Coordination-Money Follows the Person Initiative of this Contract.</p>	A.1.1.2.4 Line 741

			<p><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></p>	
ECC	R014	373	<p>ECC – Transition/Diversion Planning meetings for individual who is diverting or transitioning from an NF, or SSLC, or transitioning from a medium/large ICF/IID as required by A-12: Enhanced Community Coordination-Money Follows the Person Initiative of this Contract.</p> <p><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></p>	A.1.1.2.4 Line 741
ECC	R01A	373	<p>ECC – Transition/Diversion Planning meetings for individual who is diverting or transitioning from an NF, or SSLC, or transitioning from a medium/large ICF/IID as required by A-12: Enhanced Community Coordination-Money Follows the Person Initiative of this Contract.</p>	A.1.1.2.4 Line 741

			<p><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></p>	
ECC	R0NF	374	<p>ECC – Post-transition/diversion monitoring activities that occur for at least one year but no more than five years, in addition to the post-move monitoring requirements in grid code 348 for an individual who is transitioning or diverting from an NF, SSLC, or transitioning from a medium/large ICF/IID, or transitioning from a medium/large ICF/IID as required by A-12: Enhanced Community Coordination-Money Follows the Person Initiative of this Contract.</p> <p><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></p>	<p>A.1.1.2.4</p> <p>Line 741</p>

ECC	R019	374	<p>ECC– Post-transition/diversion monitoring activities that occur for at least one year but no more than five years, in addition to the post-move monitoring requirements in grid code 348 for an individual who is transitioning or diverting from an NF, SSLC, or transitioning from a medium/large ICF/IID transitioning from a medium/large ICF/IID as required by A-12: Enhanced Community Coordination- Money Follows the Person Initiative of this Contract.</p> <p><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></p>	<p>A.1.1.2.4</p> <p>Line 741</p>
ECC	R014	374	<p>ECC– Post-transition/diversion monitoring activities that occur for at least one year but no more than five years, in addition to the post-move monitoring requirements in grid code 348 for an individual who is transitioning</p>	<p>A.1.1.2.4</p> <p>Line 741</p>

			<p>or diverting from an NF, SSLC, or transitioning from a medium/large ICF/IID as required by A-12: Enhanced Community Coordination- Money Follows the Person Initiative of this Contract.</p> <p><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></p>	
ECC	R01A	374	<p>ECC– Post-transition/diversion monitoring activities that occur for at least one year but no more than five years, in addition to the post-move monitoring requirements in grid code 348 for an individual who is transitioning or diverting from an NF, SSLC, or transitioning from a medium/large ICF/IID as required by A-12: Enhanced Community Coordination - Money Follows the Person Initiative of this Contract.</p> <p><i>Note: A service coordinator may use this grid code if the service coordinator meets the qualifications and experience</i></p>	<p>A.1.1.2.4 Line 741</p>

			<i>of an enhanced community coordinator and maintains a caseload of no more than 30 individuals.</i>	
PASRR	R0NH	361	HC R0NH is used to represent the service delivery and R01H is used to identify the habilitation coordinator. Both codes are necessary.	A.5.1.2 Line 740
PASRR	R01H	361	HC R0NH is used to represent the service delivery and R01H is used to identify the habilitation coordinator. Both codes are necessary.	A.5.1.2 Line 740
PASRR	R0NR	362	HC Refusal	A.5.1.2 Line 740
PASRR	R01H	366	HC CLO	A.5.1.1 Line 740
PASRR	R0NR	366	HC CLO	A.5.1.1 Line 740

PASRR	R01H	370	HC any NF SPT meeting exclusive of the Initial/Renewal or Quarterly SPT	A.5.1.1 Line 740
PASRR	R01H	371	HC Initial/Renewal SPT meeting	A.5.1.1 Line 740
PASRR	R01H	372	HC/Quarterly SPT Meeting	A.5.1.1 Line 740
PASRR	R0NH	372	HC/Quarterly SPT Meeting	A.5.1.1 Line 740
PASRR	R01H	372	HC/Quarterly SPT Meeting	A.5.1.1 Line 740
PASRR Specialized Services	R041	375	Employment Assistance	A.4.6.1 Line 710
PASRR Specialized Services	R042	376	Supported Employment	A.4.6.1 Line 710

PASRR Specialized Services	R021	377	Independent Living Skills Training	A.4.6.1 Line 710
PASRR Specialized Services	R053	378 (1- 2.9hrs)	Day Habilitation	A.4.6.1 Line 710
PASRR Specialized Services	R053	379 (3+hrs)	Day Habilitation	A.4.6.1 Line 710
PASRR Specialized Services	R055	380	Behavioral Support	A..4.6.1 Line 710
HC	R0NR	361	HC	A.5.1.1 Line 740
HC	R0NR	362	HC Refusal	A.5.1.1 Line 740
IDD Community Services	R021	3101	Community Support	A.4.2.1
IDD Community Services	R022	3122 hourly	Out-of-Home Respite	A.4.2.2.2

IDD Community Services	R022	3132 daily	Out-of-Home Respite	A.4.2.2.2
IDD Community Services	R023	3123 hourly	In-Home Respite	A.4.2.2.1
IDD Community Services	R023	3133 daily	In-Home Respite	A.4.2.2.1
IDD Community Services	R041	3401	Employment Assistance	A.4.2.3
IDD Community Services	R042	3402	Supported Employment	A.4.2.3
IDD Community Services	R043	3403	Vocational Training	A.4.2.4
IDD Community Services	R053	3104	Day Habilitation	A.4.2.5
IDD Community Services	R055	3206	Behavioral Support	A.4.2.6.2
IDD Community Services	R054	3209	Nursing	A.4.2.6.3
IDD Community Services	R054	3201 speech/ language	Specialized Therapies	A.4.2.6.1

IDD Community Services	R054	3202 PT	Specialized Therapies	A.4.2.6.1
IDD Community Services	R054	3203 OT	Specialized Therapies	A.4.2.6.1
IDD Community Services	R054	3211 behavioral health services	Specialized Therapies	A.4.2.6.1
IDD Community Services	R054	3210 social work, counseling, audiology, and dietary	Specialized Therapies	A.4.2.6.1
Crisis Respite	NA	3112 hourly	Crisis Respite Out-of-Home	A.4.2.2.4 Line 767
Crisis Respite	NA	3114 daily	Crisis Respite Out-of-Home	A.4.2.2.4 Line 767
Crisis Respite	NA	3113 hourly	Crisis Respite In-Home	A.4.2.2.3 Line 767
Crisis Respite	NA	3115 daily	Crisis Respite In-Home	A.4.2.2.3 Line 767

Crisis Intervention Specialist (CIS)	NA	3207	Lead CIS	A.4.2.6.4 Line 766
CIS	NA	3208	CIS (Additional Staff)	A.4.2.6.4 Line 766
NA	NA	360	Benefits Eligibility Determination	A.1.1.1
NA	NA	345	Permanency Planning Review	A.1.1
NA	NA	365	CLOIP	A.4.2.8
NA	NA	367	PASRR Level II Evaluation	A.1.1.1

A-4 Preadmission Screening and Resident Review Requirements

1.1 PASRR

1.1.1 LIDDA must comply with all PASRR requirements set forth in the LIDDA's Medicaid Provider Agreements for the Provision of PASRR and 26 Tex. Admin. Code, Chapter 303.

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 Disability 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 the HHSC the number of individuals admitted to nursing facilities, diverted from nursing facilities, and residing in a nursing facility for more than 90 days;
- 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; and
- C. Perform all duties described in the IDD PASRR Handbook.

1.3 Administrative Requirements

- 1.3.1* In accordance with the IDD Submission Calendar, LIDDA must submit reports of non-compliance to initiate specialized services to the IDD Contract Management Unit using the PASRR Reporting of Non-Compliance form.
- 1.3.2* Upon notice from and in a format approved by the HHSC, the LIDDA must provide data and other information related to the services and requirements to IDDPerformance.Contracts@hhsc.state.tx.us or another manner specified by HHSC.
- 1.3.3* 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 information 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.
- 1.3.4* 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.
- 1.3.5* For an individual in a nursing facility, LIDDA must request reimbursement for the delivery of specialized services provided by the LIDDA in accordance with

the IDD Submission Calendar and instructions on Form 1048 (Summary Sheet for Services to Individuals with IDD in a Nursing Facility).

- 1.3.6 For an individual in a nursing facility who is transitioning to the community and receiving service coordination, LIDDA must fund service coordination through TCM. TCM should be billed accordingly within the last 180 days of an individual's transition date. All other activities not covered under TCM that are the duties of ECC should be billed towards the ECC program. ECC funds are not to be used to supplement TCM payments.

A-5 HCS and TxHmL Interest Lists Maintenance

Article 1. LIDDA Compliance and Monitoring

- 1.1* LIDDA must comply with the LIDDA Handbook Section 7000, HCS and TxHmL Interest Lists.
- 1.2* A LIDDA must maintain in the HHSC data system 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 26 Tex. Admin. Code Part 1 §263.103 HCS Interest List and §262.102 TxHML Interest List.
- 1.3* LIDDA must monitor and comply with the outcome targets for biennial contacts as required in the Performance Measures and Outcome Targets and LIDDA Handbook Section 7000, HCS and TxHmL Interest Lists.

Article 2. Requesting a Change to the Interest Lists

- 2.1* In accordance with the LIDDA Handbook, the LIDDA must submit a request to HHSC to change an individual's HCS or TxHmL interest list information if due to an input or procedural error. The request must be made by the LIDDA's IDD Director.

A-6 Medicaid Program Enrollment Requirements

Article 1. Enrollment into the HCS and TxHmL Programs

1.1 LIDDA shall in accordance with the LIDDA Handbook Section 13000, Medicaid Program Enrollment Requirements:

1.1.1 Designate staff to complete enrollments for the following programs:

- A. HCS Program;
- B. TxHmL Program; and

1.1.2 Require all designated staff to complete all HHSC training in A-20: LIDDA Staff Required and Recommended Training and as specified in the LIDDA Handbook Section 13100, LIDDA Required Training, Texas Health and Human Services website under LIDDA Training Opportunities, and Texas Health and Human Services Learning Portal before performing enrollment activities and at least annually thereafter for as long as the staff performs enrollment activities for the LIDDA.

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 Form 1049, Documentation of Provider Choice.

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 Service Coordination Notification.

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

- A. Form 8648, Identification of Preferences;
- B. Form 8601, Verification of Freedom of Choice;
- C. Form 8001, Medicaid Estate Recovery Program;
- D. Form 1049, Documentation of Provider Choice;
- E. Form 8586, TxHmL Program Service Coordination Notification if applicable;
and
- F. Form 8511, Understanding Program Eligibility.

1.2.4 LIDDA must request an extension for the enrollment if the designated time frames cannot be met. HHSC will review all request for an enrollment extension using Form 1045, Request for Extension of Enrollment Offer Due Date and notify LIDDA accordingly.

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 26 Tex. Admin. Code §261.244, and LIDDA Handbook Section 13000, Medicaid Program Enrollment Requirements.

A-7 IDD Submission Calendar

The following deliverables must be sent to HHSC as listed below under transmission type, unless an alternate transmission method has been approved by the HHSC Contract Manager.

The following Required Data Reporting (RDR) elements must be made available to HHSC by the specified date. Some RDRs may require notifications to the specified location.

The HHSC Contract Manager or designee may provide alternate transmission methodologies in writing to a LIDDA.

If the due date falls on a weekend or a national holiday specified in Section 662.003(a) of the Texas Government Code, the deadline shall be the next business day, except for Monthly Encounter Data which will be submitted via SFTP on the due date listed.

Whether a deliverable or an RDR element, failure to meet the specified due date may result in HHSC taking contract action.

All deliverables will count toward the LIDDA deliverable performance measure in A-2: Performance Measures and Outcome Targets of this Contract. All RDR elements will not count toward the LIDDA deliverable performance measure.

Document Type:

"DEL" – Deliverable

"RDR" – Required Data Reporting

Transmission Type:

"E" – Electronic Submission to HHSC

"CANRS" – Client Abuse and Neglect Reporting System

"CIMS" – Submission Using HHSC Critical Incident Management System

"SFTP" – Secure File Transfer Protocol

Document Type	Transmission Type	September	Due Date
RDR	E	Management Services Agreement Occupancy Report (Texana Center only)	9/10
RDR	SFTP	Annual Historically Underutilized Businesses (HUB) Sub-Contracting Report (Form F)	9/15
DEL	SFTP	Form S – Contact List	9/15
DEL	SFTP	PASRR Q4 Report	9/15
DEL	SFTP	PASRR IDD Specialized Services Invoices for August	9/15
RDR	SFTP	PASRR Reporting of Non-Compliance form for August	9/15
DEL	SFTP	MFP Travel Reports for August	9/15
DEL	SFTP	Crisis Services Q4 Report	9/15
DEL	SFTP	Crisis Respite Plan	9/15
DEL	SFTP	ECC Invoice for August Expenditures	9/15
DEL	SFTP	TST Invoice for August Expenditures	9/15
DEL	SFTP	ECC Q4 Report	9/15
DEL	SFTP	TST Q4 Report	9/15
RDR	SFTP	GR Funded Residential Services Progress Notes and Monthly Financials Report (The Harris Center for Mental Health and IDD & Austin Travis County MHMR Center only)	9/15
DEL	SFTP	GR Interest List	9/15
RDR	E	SSLC Transition Reporting	9/15
DEL	SFTP	Q4 Preliminary IDD Financial Reporting– Report III	9/15/23; 9/16/24

RDR	SFTP	Monthly Encounter Data for August	9/16 by 4 a.m.
DEL	SFTP	Local Provider Network Development Plan (Formerly known as Local Plan)	9/30
DEL	SFTP	Quality Management Plan	9/30
RDR	E	Contract Decertification and Closure Plan	9/30
RDR	CIMS	Monthly IDD – Critical Incident Data for August	9/30
RDR	E	TST Annual Satisfaction Survey	9/30

Document Type	Transmission Type	October	Due Date
RDR	E	Management Services Agreement Occupancy Report (Texana Center only)	10/10
DEL	SFTP	Current Fiscal Year Financial Budget – Report III	10/16/23; 10/15/24
DEL	SFTP	ECC Invoice for September Expenditures	10/15
DEL	SFTP	TST Invoice for September Expenditures	10/15
DEL	SFTP	PASRR IDD Specialized Services Invoices for September	10/15
RDR	SFTP	PASRR Reporting of Non-Compliance form for September	10/15
DEL	SFTP	MFP Travel Reports for September	10/15
RDR	SFTP	GR Funded Residential Services Progress Notes and Monthly Financials Report (The Harris Center for Mental Health and IDD & Austin Travis County MHMR Center only)	10/15
RDR	E	SSLC Transition Reporting	10/15

RDR	SFTP	Monthly Encounter Data for September	10/16 by 4 a.m.
DEL	E	Q4 Financial Statements and Certification Form G	10/19
RDR	CIMS	Monthly IDD – Critical Incident Data for September	10/30

Document Type	Transmission Type	November	Due Date
RDR	E	Management Services Agreement Occupancy Report (Texana Center only)	11/10
DEL	SFTP	ECC Invoice for October Expenditures	11/15
DEL	SFTP	TST Invoice for October Expenditures	11/15
DEL	SFTP	PASRR IDD Specialized Services Invoices for October	11/15
RDR	SFTP	PASRR Reporting of Non-Compliance form for October	11/15
DEL	SFTP	MFP Travel Reports for October	11/15
RDR	SFTP	GR Funded Residential Services Progress Notes and Monthly Financials Report (The Harris Center for Mental Health and IDD & Austin Travis County MHMR Center only)	11/15
RDR	E	SSLC Transition Reporting	11/15
RDR	E	Q1 HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date	11/15
RDR	SFTP	Monthly Encounter Data for October	11/16 by 4 a.m.

RDR	CIMS	Monthly IDD – Critical Incident Data for October	11/30
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Document Type	Transmission Type	December	Due Date
RDR	E	Management Services Agreement Occupancy Report (Texana Center only)	12/10
DEL	SFTP	PASRR Q1 Report	12/15
DEL	SFTP	Q1 Financial Reporting – Report III	12/15
DEL	SFTP	Crisis Services Q1 Report	12/15
DEL	SFTP	ECC Invoice for November Expenditures	12/15
DEL	SFTP	TST Invoice for November Expenditures	12/15
DEL	SFTP	ECC Q1 Report	12/15
DEL	SFTP	TST Q1 Report	12/15
DEL	SFTP	MFP Travel Reports for November	12/15
DEL	SFTP	PASRR IDD Specialized Services Invoices for November	12/15
RDR	SFTP	PASRR Reporting of Non-Compliance form for November	12/15
RDR	SFTP	GR Funded Residential Services Progress Notes and Monthly Financials Report (The Harris Center for Mental Health and IDD & Austin Travis County MHMR Center only)	12/15
DEL	SFTP	GR Interest List	12/15
RDR	E	SSLC Transition Reporting	12/15
RDR	SFTP	Monthly Encounter Data for November	12/16 by 4 a.m.

RDR	CIMS	Monthly IDD – Critical Incident Data for November	12/30
DEL	SFTP	Q4 Final IDD Financial Reporting – CARE Report III	12/30/23; 12/29/24
RDR	E	Financial Audit Engagement Letter for FY - Alamo only	12/31

Document Type	Transmission Type	January	Due Date
RDR	E	Management Services Agreement Occupancy Report (Texana Center only)	1/10
RDR	SFTP	LIDDA Diversion Coordinator Job Description and Qualifications	1/15
DEL	SFTP	PASRR IDD Specialized Services Invoices for December	1/15
DEL	SFTP	MFP Travel Reports for December	1/15
DEL	SFTP	ECC Invoice for December Expenditures	1/15
DEL	SFTP	TST Invoice for December Expenditures	1/15
RDR	SFTP	PASRR Reporting of Non-Compliance form for December	1/15
RDR	SFTP	GR Funded Residential Services Progress Notes and Monthly Financials Report (The Harris Center for Mental Health and IDD & Austin Travis County MHMR Center only)	1/15
RDR	E	SSLC Transition Reporting	1/15
RDR	SFTP	Monthly Encounter Data for December	1/16 by 4 a.m.

DEL	E	Q1 Financial Statements and Certification Form G	1/19
RDR	CIMS	Monthly IDD – Critical Incident Data for December	1/30

Document Type	Transmission Type	February	Due Date
DEL	E	Single Audit for Previous Fiscal Year (as specified in Attachment D: Local Intellectual and Developmental Disability Authority (LIDDA) Special Conditions)	2/1
RDR	E	Management Services Agreement Occupancy Report (Texana Center only)	2/10
DEL	SFTP	PASRR IDD Specialized Services Invoices for January	2/15
DEL	SFTP	MFP Travel Reports for January	2/15
DEL	SFTP	ECC Invoice for January Expenditures	2/15
DEL	SFTP	TST Invoice for January Expenditures	2/15
RDR	SFTP	PASRR Reporting of Non-Compliance form for January	2/15
RDR	SFTP	GR Funded Residential Services Progress Notes and Monthly Financials Report (The Harris Center for Mental Health and IDD & Austin Travis County MHMR Center only)	2/15
RDR	E	SSLC Transition Reporting	2/15
RDR	E	Q2 HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date	2/15

RDR	SFTP	Monthly Encounter Data for January	2/16 by 4 a.m.
RDR	CIMS	Monthly IDD – Critical Incident Data for January	2/26

Document Type	Transmission Type	March	Due Date
RDR	E	CAP for Previous Fiscal Year's Single Audit or a "Letter of no Findings"	3/1
RDR	E	Management Services Agreement Occupancy Report (Texana Center only)	3/10
DEL	SFTP	PASRR Q2 Report	3/15
DEL	SFTP	PASRR IDD Specialized Services Invoices for February	3/15
DEL	SFTP	MFP Travel Reports for February	3/15
DEL	SFTP	Crisis Services Q2 Report	3/15
DEL	SFTP	ECC Invoice for February Expenditures	3/15
DEL	SFTP	TST Invoice for February Expenditures	3/15
DEL	SFTP	ECC Q2 Report	3/15
DEL	SFTP	TST Q2 Report	3/15
RDR	SFTP	PASRR Reporting of Non-Compliance form for February	3/15
RDR	SFTP	GR Funded Residential Services Progress Notes and Monthly Financials Report (The Harris Center for Mental Health and IDD & Austin Travis County MHMR Center only)	3/15
DEL	SFTP	GR Interest List	3/15

DEL	SFTP	Q2 IDD Financial Reporting – Report III	3/15
RDR	E	SSLC Transition Reporting	3/15
RDR	SFTP	Monthly Encounter Data for February	3/16 by 4 a.m.
RDR	CIMS	Monthly IDD – Critical Incident Data for February	3/30

Document Type	Transmission Type	April	Due Date
RDR	E	Management Services Agreement Occupancy Report (Texana Center only)	4/10
DEL	SFTP	PASRR IDD Specialized Services Invoices for March	4/15
DEL	SFTP	MFP Travel Reports for March	4/15
DEL	SFTP	ECC Invoice for March Expenditures	4/15
DEL	SFTP	TST Invoice for March Expenditures	4/15
RDR	SFTP	PASRR Reporting of Non-Compliance form for March	4/15
RDR	SFTP	GR Funded Residential Services Progress Notes and Monthly Financials Report (The Harris Center for Mental Health and IDD & Austin Travis County MHMR Center only)	4/15
RDR	E	SSLC Transition Reporting	4/15
RDR	SFTP	Monthly Encounter Data for March	4/16 by 4 a.m.
DEL	E	Q2 Financial Statements and Certification Form G	4/19
RDR	CIMS	Monthly IDD – Critical Incident Data for March	4/30

Document Type	Transmission Type	May	Due Date
RDR	E	Management Services Agreement Occupancy Report (Texana Center only)	5/10
DEL	SFTP	PASRR IDD Specialized Services Invoices for April	5/15
DEL	SFTP	MFP Travel Reports for April	5/15
DEL	SFTP	ECC Invoice for April Expenditures	5/15
DEL	SFTP	TST Invoice for April Expenditures	5/15
RDR	SFTP	PASRR Reporting of Non-Compliance form for April	5/15
RDR	SFTP	PASRR Annual Report – Service Coordination caseload methodologies	5/15
RDR	SFTP	GR Funded Residential Services Progress Notes and Monthly Financials Report (The Harris Center for Mental Health and IDD & Austin Travis County MHMR Center only)	5/15
RDR	E	SSLC Transition Reporting	5/15
RDR	E	Q3 HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date	5/15
RDR	SFTP	Monthly Encounter Data for April	5/16 by 4 a.m.
RDR	CIMS	Monthly IDD – Critical Incident Data for April	5/30

Document Type	Transmission Type	June	Due Date
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DEL	E	Single Audit for Previous Fiscal Year (as specified in Attachment D: Local Intellectual and Developmental Disability Authority (LIDDA) Special Conditions) (Alamo only)	6/1
RDR	E	Management Services Agreement Occupancy Report (Texana Center only)	6/10
RDR	SFTP	LIDDA Diversion Coordinator Job Description and Qualifications	6/15
DEL	SFTP	PASRR Q3 Report	6/15
DEL	SFTP	PASRR IDD Specialized Services Invoices for May	6/15
DEL	SFTP	MFP Travel Reports for May	6/15
DEL	SFTP	Q3 IDD Financial Reporting – Report III	6/15
DEL	SFTP	Crisis Services Q3 Report	6/15
DEL	SFTP	ECC Invoice for May Expenditures	6/15
DEL	SFTP	TST Invoice for May Expenditures	6/15
DEL	SFTP	ECC Q3 Report	6/15
DEL	SFTP	TST Q3 Report	6/15
RDR	SFTP	PASRR Reporting of Non-Compliance form for May	6/15
RDR	SFTP	GR Funded Residential Services Progress Notes and Monthly Financials Report (The Harris Center for Mental Health and IDD & Austin Travis County MHMR Center only)	6/15
DEL	SFTP	GR Interest List	6/15
RDR	E	SSLC Transition Reporting	6/15
RDR	SFTP	Monthly Encounter Data for May	6/16 by 4 a.m.

RDR	CIMS	Monthly IDD – Critical Incident Data for May	6/30
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Document Type	Transmission Type	July	Due Date
RDR	E	CAP for Previous Fiscal Year’s Single Audit or a “Letter of no Findings” (Alamo only)	7/1
RDR	E	Management Services Agreement Occupancy Report (Texana Center only)	7/10
DEL	SFTP	PASRR IDD Specialized Services Invoices for June	7/15
DEL	SFTP	MFP Travel Reports for June	7/15
DEL	SFTP	ECC Invoice for June Expenditures	7/15
DEL	SFTP	TST Invoice for June Expenditures	7/15
RDR	SFTP	PASRR Reporting of Non-Compliance form for June	7/15
RDR	SFTP	GR Funded Residential Services Progress Notes and Monthly Financials Report (The Harris Center for Mental Health and IDD & Austin Travis County MHMR Center only)	7/15
RDR	E	SSLC Transition Reporting	7/15
RDR	SFTP	Monthly Encounter Data for June	7/16 by 4 a.m.
DEL	E	Q3 Financial Statements and Certification Form G	7/19
RDR	CIMS	Monthly IDD – Critical Incident Data for June	7/30

Document Type	Transmission Type	August	Due Date
RDR	E	Management Services Agreement Occupancy Report (Texana Center only)	8/10
DEL	SFTP	PASRR IDD Specialized Services Invoices for July	8/15
DEL	SFTP	MFP Travel Reports for July	8/15
DEL	SFTP	ECC Invoice for July Expenditures	8/15
DEL	SFTP	TST Invoice for July Expenditures	8/15
RDR	SFTP	PASRR Reporting of Non-Compliance form for July	8/15
RDR	SFTP	GR Funded Residential Services Progress Notes and Monthly Financials Report (The Harris Center for Mental Health and IDD & Austin Travis County MHMR Center only)	8/15
RDR	E	SSLC Transition Reporting	8/15
RDR	E	Q4 HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date	8/15
RDR	SFTP	Monthly Encounter Data for July	8/16 by 4 a.m.
RDR	CIMS	Monthly IDD – Critical Incident Data for July	8/30
RDR	E	Financial Audit Engagement Letter for Current Fiscal Year	8/31

Transmission Type	Additional Submission Requirements

CANRS	Client Abuse & Neglect Form CANRS AN-1-A form within one business day of completion of form.
E	Contract Amendment Request (Form C), when necessary
E	Supporting reports, data, work papers, and information, upon request.
E	Within five business days after request, 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.
E	Within 30 days after request, CAP that addresses the correction of LIDDA 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.
E	Within ten business days after request, affidavits of the LIDDA's Board Member (Form A) and Executive Director (Form B).
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, 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).

Invoice Submission Requirements:

The LIDDA must submit invoices to the Performance Contracts SFTP site. It is recommended LIDDA use the following naming convention for invoices: "[Legal Entity Name of LIDDA]. Invoice for [Program Name]. [Invoice Amount]. [Service Date or Month of Service]."

In addition, invoices must comply with standards set forth in Title 34, Tex. Admin. Code, Part 1, Chapter 20, Subchapter F, Division 1, Rule §20.487.

If any invoice requirements and provisions specifically stated elsewhere in the Contract conflict with those set forth here, those specific provisions take precedence.

A-8 Guidelines for Determining and Changing Designated LIDDA

- 1.1** Comply with the LIDDA Handbook Section 5000, Guidelines for Determining and Changing Designated LIDDA for how to determine the designated LIDDA.
- For an individual enrolled in the HCS Program, TxHmL Program or a resident of a NF, the individual's designated LIDDA is the LIDDA for the local service area in which the individual resides. See Section 5100, HCS, TxHmL, or PASRR Persons with IDD.
 - For an individual determined eligible for, enrolling in, or enrolled in CFC services provided through a Medicaid MCO, the person's designated LIDDA is the LIDDA for the local service area in which the person resides. See Section 5200 and 5300.
 - At its discretion, HHSC may determine the designated LIDDA for any individual or assign a LIDDA the duties of the designated LIDDA for any individual. A non-designated LIDDA is not prohibited from serving an individual who is currently being served by their designated LIDDA. In such a situation, the designated LIDDA must enter into an agreement with the non-designated LIDDA to provide the service. The designated LIDDA reports all service encounters for the individual. See Section 5400, Unique Situations.

A-9 Community First Choice Assessments, Service Planning and Service Coordination

1.1 The LIDDA must have an executed MOU with the Medicaid MCOs serving STAR+PLUS, STAR Kids and STAR Health individuals in the LIDDA's local service area.

1.2 Initial Eligibility Determination and Ongoing Requirements

1.2.1 LIDDA must complete all assessment activities required HHSC for individuals referred for CFC eligibility assessments to determine whether the individual meets an Intermediate Care Facilities for Individuals with an Intellectual Disability or Related Conditions (ICF/IID) level of care (LOC).

1.2.2 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.

1.2.3 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 calendar days prior to the expiration of the ICF/IID LOC for an individual.

1.2.4 LIDDA must ensure 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.

1.2.5 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.

1.2.6 LIDDA staff providing service coordination for non-waiver CFC must complete Community First Choice Training as specified in the LIDDA Handbook, Section 17000, Non-Waiver Community First Choice before completing any CFC activities and annually thereafter.

A-10 Permanency Planning Requirements

- 1.1 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 System XPTR reports to identify the individuals in need of permanency planning and the timeframes for conducting permanency planning:
 - A. HC021395 (Permanency Plan Reviews Needed);
 - B. HC021393 (PPRS Status by Individual); and
 - C. HC021311.W (Reviews not approved).
 - 1.1.2 Any Permanency Plan recommendations that include continued placement in an institution after the initial six-month extension must be reviewed and approved by a secondary reviewer, which must be a supervisor who has successfully completed the permanency planning training as required by 1.2 of this section.
 - 1.1.3 Such CARE XPTR reports indicate individuals newly identified as needing permanency planning. The Permanency Plan Reviews Needed report also includes the names of individuals whose plans are past due or have never been done. LIDDA has 20 calendar days to conduct permanency planning for individuals for whom permanency planning has never been conducted. The 20 calendar days begin on the first business day an individual's name first appears on the report.
- 1.2 All LIDDA staff conducting Permanency Plans and secondary reviewers must complete permanency planning training before performing Permanency planning activities and annually.

A-11 Crisis Services

Article 1. Crisis Intervention Services

1.1 Lead crisis intervention specialist assignment

1.1.1 The LIDDA shall assign one full-time employee or contract employee as a lead crisis intervention specialist to oversee all activities required under this section. The funding for one full-time equivalent crisis intervention specialist is for the amount identified on the Allocation Schedule (see Attachment F, Table 1). LIDDA must ensure the lead crisis intervention specialist is not assigned responsibilities, duties, or tasks other than those described in the LIDDA Handbook.

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.

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 this Crisis Respite section of this Contract. Transfer of funds between Crisis Intervention Services and Crisis Respite allocations may occur within the FY they were allocated, with HHSC Contract Manager approval.

1.3 Qualifications

1.3.1 LIDDA must ensure a crisis intervention specialist 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).

1.3.2 Beyond the minimum qualifications listed in 1.3.1 of this section, it is preferred, but not required, that crisis intervention specialists meet at least one of the following qualifications:

- A. a licensed behavior analyst;
- B. a licensed professional counselor;
- C. a licensed psychologist;
- D. a licensed marriage and family therapist;
- E. a licensed master's level or clinical social worker; and
- F. a Psychiatrist.

1.3.3 LIDDA must ensure a person who meets minimum qualifications has access to a professional who meets the preferred qualifications as described in 1.3.1 of this section. The professional who meets preferred qualifications must be available for consultation as needed.

1.3.4 LIDDA must ensure additional staff supporting the crisis intervention specialist meet the qualifications for a qualified intellectual disability professional as defined in 42 CFR §483.430(a).

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, in accordance with the IDD Submission Calendar of this contract. See LIDDA Handbook for more information.

Article 2. Crisis Respite

2.1 The LIDDA shall ensure the provision of crisis respite in the LIDDA's local service area in accordance with the requirements stated in this section A-11: Crisis Services.

2.2 Crisis Respite Plan

2.2.1 LIDDA must submit and maintain a Crisis Respite Plan that ensures the provision of crisis respite to individuals with IDD in LIDDA's local service area. The Crisis Respite Plan must:

- A. ensure the continuous availability of in-home or out of home crisis respite for individuals with IDD, including when the LIDDA is responsible for operating crisis respite directly or through subcontract(s);
- B. describe how LIDDA will confirm that a setting utilized for crisis respite pursuant to this section is in compliance with life safety requirements specific to its setting type, if any;
- C. describe the intended location(s), identified by county, and how LIDDA will staff the location, including but not limited to:
 - (1) Staffing strategies, taking into account changes in census and specific needs of individuals;
 - (2) Scheduling;
 - (3) Staff qualifications, which at minimum must be consistent with 40 Tex. Admin. Code, §2.315(h)(4); and
- D. describe how the LIDDA will identify and address adverse trends, such as recidivism.

2.3 Revision to Crisis Respite Plan

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

2.3.2 LIDDA must submit the revised Crisis Respite Plan electronically within 30 calendar days of proposed changes to designated HHSC Contract Manager.

2.4 Reporting

2.5.1 LIDDA will maintain documentation and report to HHSC in accordance with the IDD Submission Calendar:

- A. Quarterly, information related to crisis respite, using templated provided by HHSC; and
- B. Annually, the Crisis Respite Plan as described in section 2.2 of this section.

2.5 Payment

HHSC will pay an amount not to exceed the allocation as provided in the Allocation Schedule to the LIDDA. LIDDA must comply with the Texas Grant Management Standards (TxGMS) Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards Allowable Costs of this Contract related to allowable cost per the TxGMS published by the Comptroller of Public Accounts. HHSC will pay an amount not to exceed the allocation to LIDDA to implement the LIDDA's revised Crisis Respite Plan in FY 2024-2025.

A-12 Enhanced Community Coordination - Money Follows the Person Initiative

- 1.1 The LIDDA shall ensure the provision of ECC in the LIDDA's local service area in accordance with the requirements stated in this section A-12: Enhanced Community Coordination - Money Follows the Person (MFP) Initiative and assign one full-time employee as an ECC lead coordinator to oversee all activities required under this section.
- 1.2 For all individuals of any age diverting or transitioning from a NF or SSLC or transitioning from a medium or large ICF/IID, the LIDDA shall assign an ECC coordinator to oversee all duties required under this section, the LIDDA Handbook, and the IDD PASRR Handbook.
 - 1.2.1 An ECC coordinator must continue to provide ECC for 365 calendar days following an individual's enrollment in the HCS program, in accordance with this article, the LIDDA Handbook, and the IDD PASRR Handbook, as a result of one of the following events:
 - A. as a crisis diversion from an SSLC admission;
 - B. as a transition from an SSLC;
 - C. as a diversion from NF admission;
 - D. as a transition from a NF; or
 - E. as a transition from a medium or large ICF/IID.
 - 1.2.2 An ECC coordinator must continue to provide ECC for 365 calendar days following an individual's transition from an SSLC to a setting other than the HCS program in accordance with this article and the LIDDA Handbook

1.3 Duties of ECC Coordinator:

- 1.3.1 The assigned coordinator:
 - A. complies with 26 Tex. Admin. Code, Chapter 331 governing service coordination for an individual with an intellectual disability;

- B. 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 TST or crisis respite;
- C. provides pre- and post-transition services to include:
 - i. conducting and thoroughly documenting an onsite pre-move review, using Form [1042, Pre-Move Site Review](#), before the individual transitions; and
 - ii. conducting and thoroughly documenting, at least three onsite post-move monitoring visits of community service delivery sites during the first 90 calendar days after the individual moves, using Form [1043, Post-Move Monitoring](#), at the following times:
 - 1. within the first 7 calendar days after the individual moves;
 - 2. between 8 and 45 calendar days; and
 - 3. between 45 and 90 calendar days.
- D. monitors the individual for 365 calendar days after a transition or a diversion to HCS to include:
 - i. conducting at least monthly in-person visits with the individual to monitor the delivery of all services and supports;
 - ii. monitoring individuals while on suspension from HCS at least monthly and maintaining communication with the HCS program provider; and
 - iii. ensuring monitoring documentation provides a comprehensive view of the individual.
 - iv. SSLC Transitions Only:
 - 1. LIDDA must submit the first written report required to the SSLC and HHSC within the first 90 calendar days after the individual has moved from the SSLC and submit subsequent reports at least every 90 calendar days thereafter for the duration the LIDDA is responsible for monitoring the

individual, in accordance with 40 Tex. Admin. Code §2.278, using a format prescribed by HHSC.

2. LIDDA must monitor an individual who is on community placement status from an SSLC for five years.
- E. performs additional monitoring of the individual after the 365 calendar days, should the need for enhanced support arise as determined by HHSC and communicated to the LIDDA in writing;
 - F. maintains a case load of no more than 30 individuals regardless of whether the ECC coordinator provides service coordination to other individuals who are not covered under other sections of A-12: Enhanced Community Coordination - Money Follows the Person Initiative of this contract; and
 - G. completes the required HHSC training related to ECC responsibilities within the first 60 calendar days of performing ECC duties.

1.4 Use of Designated Funds for ECC

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

- A. One-time emergency assistance:
 - (1) rental or utility assistance;
 - (2) nutritional supplements;
 - (3) clothing; and
 - (4) medication.
- B. Items to address an individual's special needs, including minor home modifications not funded by other sources;
- C. Transportation to and from trial visits with community providers; and
- D. Educational tuition assistance, such as vocational programs through community colleges so an individual can develop job skills.

1.5 Qualifications of ECC Coordinator

1.5.1 Meets the qualifications of a service coordinator in accordance with 26 Tex. Admin. Code §331.17 (Minimum Qualifications); and

1.5.2 Has two years of experience in providing service coordination to individuals with an intellectual or developmental disability.

1.6 Outreach and Educational Materials and Publications

1.6.1 Submit all media intended for the public, including reports, presentations of any report and external presentation-related material 30 calendar days prior to its release using a format prescribed by HHSC for prior approval by HHSC and CMS.

1.6.2 Incorporate approved MFP Logo on media intended for public use and paid for with MFPD funds.

1.6.3 Take reasonable steps to ensure that the project provides meaningful access to individuals with limited English proficiency.

1.6.4 Include the following language on media intended for public use and paid for with MFPD funds:

"This document was developed under grant CFDA 93.791 from the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services. However, these contents do not necessarily represent the policy of the U.S. Department of Health and Human Services, and you should not assume endorsement by the Federal Government."

1.7 Reporting

1.7.1 In accordance with the IDD Submission Calendar, LIDDA shall submit quarterly reporting through SFTP using a format prescribed by HHSC and containing:

A. Required information related to ECC activities such as:

- (1) name and number of individuals receiving ECC resulting from a transition or diversion from institutionalization; and
- (2) barriers to successful transition to the community.

1.7.2 LIDDA shall maintain and submit documentation to support quarterly reporting to IDDMFPSubmissions@HHS.Texas.gov by the same deadline for the quarterly report, according to the submission calendar, using a format prescribed by HHSC.

1.7.3 In accordance with the IDD Submission Calendar, LIDDA shall submit the ECC travel log monthly through SFTP on a template provided by HHSC.

1.8 Budgets

1.8.1 Based on allocated funds determined by HHSC from the MFP federal grant, LIDDA shall develop an independent calendar year budget for ECC each year using a format prescribed by HHSC to be approved by HHSC and CMS.

1.8.2 LIDDA shall maintain accounting systems that comply with the CFR and TxGMS. LIDDA must separately report actual expenditures attributable to ECC.

1.8.3 LIDDA shall expend MFP demonstration funds allocated for ECC solely for ECC services and administrative overhead.

1.8.4 LIDDA shall ensure MFP demonstration funds allocated for ECC are not used to supplant or supplement funds allocated by HHSC and required local match (contract funds) nor the rate-based payment the LIDDA receives to fund its cost for LIDDA services, as a provider of waiver programs or ICF/IID programs.

1.8.5 LIDDA shall expend funds allocated for ECC services in alignment with the budget categories on the Contractor Form created by the LIDDA and approved by HHSC.

1.8.6 LIDDA shall track ECC expenses ensuring both budget categories and total budgets are not exceeded.

1.8.7 Requests to move funds from one budget category to another are permitted, using a format prescribed by HHSC, if:

- A. CMS has approved initial ECC budget; and
- B. funding is available in the ECC budget.

1.8.8 Travel not included as local travel must be preapproved by HHSC using a format prescribed by HHSC and must be in accordance with the rates set by the State of Texas.

1.8.9 Technology purchases must be preapproved by HHSC using a format prescribed by HHSC.

1.9 Payments

1.9.1 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: <https://www.ecfr.gov/current/title-2/part-200>

1.9.2 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(b)(3), Reimbursement is the preferred method when the requirements in 2 CFR200.305(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, in accordance with the IDD Submission Calendar, on a template provided by HHSC and include supporting documentation as described by HHSC.

C. LIDDA may request payments for supplemental or revised invoices and travel logs only for a period of sixty (60) days after the end of the calendar year.

- (1) HHSC must receive requests related to supplemental or revised invoices on or before March 1 of the following calendar year.

- (2) Supplemental or revised invoice requests received after March 1 of the following calendar year, for additional MFPD payments for the period between January 1 and December 31, will not be paid.
- (3) The March 1 deadline only applies to supplemental or revised invoices and travel logs. LIDDA must continue to follow the due date requirements stated in the IDD Submission Calendar of this contract.

A-13 Transition Support Teams - Money Follows the Person Initiative

This section pertains only to the following contracted LIDDA(s):

Alamo Area Council of Governments

Austin Travis County MHMR Center

Dallas County MHMR Center

El Paso MHMR

Lubbock Regional MHMR Center

MHMR of Tarrant County

Nueces County MHMR Community Center

Texana Center

- 1.1 The LIDDA shall ensure the provision of the Transition Support Teams TST as an authority function in the LIDDA's DSA in accordance with the requirements stated in this section A-13: Transition Support Teams - Money Follows the Person (MFP) Initiative.
- 1.2 For DSAs defined in section 1.4 of this section and subject to HHSC approval, the contracted LIDDA will implement a medical, behavioral, and psychiatric support program known as the TST.
- 1.3 The TST will provide support activities to community service staff who serve individuals with IDD at risk of admission into an institutional setting and to those who have moved from an institutional setting, including SSLCs, NFs, and medium or large Intermediate Care Facilities for ICF/IIDs.
 - 1.3.1 Community service staff include:
 - A. LIDDAs;
 - B. LMHAs;

- C. LBHAs;
- D. HCS Program providers;
- E. TxHmL Program providers;
- F. Community Living Assistance Support Services (CLASS) Program providers;
- G. Deaf Blind with Multiple Disabilities (DBMD) Program providers;
- H. Local community providers including, but not limited to, first responders.;
and
- I. Other programs determined by the contracted LIDDA and approved by HHSC as providing support activities to individuals with IDD and appropriate for assistance by the TST.

1.3.2 The contracted LIDDA will develop a TST plan, to be submitted to IDDMFPSubmissions@HHS.Texas.gov and approved by HHSC, for implementing the TST and constituting a team of professionals (Team) as described in section 1.5.1 of this section.

1.3.3. TST will be designed to assist community service staff in providing effective services and supports to help individuals avoid institutionalization.

1.3.4 The contracted LIDDA will ensure the TST provides the following program activities:

- A. educational opportunities, such as webinars, conferences, training and specified correspondence, focused on increasing the expertise of LIDDA and provider staff in supporting the individuals with IDD at risk for institutionalization or those who have moved from institutions described above;
- B. technical assistance, upon request from LIDDAs and providers, on specific disorders and diseases, with examples of best practices and evidence-based services for individuals with significant medical, behavioral and psychiatric challenges; and

- C. case-specific peer review or multidisciplinary consultations to support to service planning teams that need assistance planning and providing effective care for an individual.

1.4 Designated Service Area (DSA)

1.4.1 The contracted LIDDA will provide the Program in the DSA that consists of the local service areas of the following LIDDAs:

TST	DSA
<p>Designated LIDDA El Paso MHMR</p>	<p>MHMR Services for the Concho Valley El Paso MHMR Permian Basin Community Centers for MHMR West Texas Centers for MHMR</p>
<p>Designated LIDDA Lubbock Regional MHMR Center</p>	<p>Central Plains Center for MHMR Services Lubbock Regional MHMR Center Texas Panhandle MHMR</p>
<p>Designated LIDDA MHMR of Tarrant County</p>	<p>Abilene Regional MHMR Center Central Texas MHMR Center Helen Farabee Centers Pecan Valley MHMR Region MHMR of Tarrant County</p>
<p>Designated LIDDA Dallas County MHMR Center</p>	<p>Anderson-Cherokee Community Enrichment Services Andrews Center Burke Center Sabine Valley Regional MHMR Center Dallas County MHMR Center Denton County MHMR Center Lakes Regional MHMR Center Collins County MHMR Center Spindletop MHMR Services Texoma Community Centers</p>

<p>Designated LIDDA Austin Travis County MHMR Center</p>	<p>Austin Travis County MHMR Center Bluebonnet Trails Community MHMR Center MHMR Authority of Brazos Valley Central Counties Center for MHMR Services Heart of Texas Region MHMR Center</p>
<p>Designated LIDDA Alamo Area Council of Governments</p>	<p>Alamo Area Council of Governments Hill Country Community MHMR Center Camino Real Community MHMR Center Gulf Bend MHMR Center</p>
<p>Designated LIDDA Nueces County MHMR Community Center</p>	<p>Border Region MHMR Community Center Coastal Plains Community MHMR Center Nueces County MHMR Community Center Tropical Texas Center for MHMR</p>
<p>Designated LIDDA Texana Center</p>	<p>The Gulf Coast Center The Harris Center for Mental Health and IDD Texana Center Tri-County Behavioral Healthcare</p>

1.4.2 Contracted LIDDA will enter into an agreement with each of the LIDDAs identified in section 1.4 of this section to serve as the representative for each of those LIDDAs local service areas. Under this agreement the contracted LIDDA will designate a medical specialist that will serve as each of these LIDDA’s medical specialist to provide technical assistance and support, as needed by the DSA team coordinator who will coordinate psychiatric, behavioral, and other technical assistance as needed.

1.5 Staff Resources

1.5.1 The contracted LIDDA will:

- A. assign one full time employee or contract employee who is a licensed health-related professional, such as a clinical social worker, as the lead TST coordinator to oversee all activities required under this section. LIDDA must ensure the lead TST coordinator is not assigned responsibilities, duties, or tasks other than those described in this section or the TST section of the LIDDA Handbook;

- B. designate or contract with additional licensed health related professionals with expertise working with individuals with IDD to support the DSA such as:
 - (1) Physicians;
 - (2) Physician’s Assistants;
 - (3)Nurse Practitioners,
 - (4)Registered Nurses;
 - (5)Psychiatrists;
 - (6)Psychologists; and,
 - (7)Behavioral Specialists.

1.6 Stakeholder Input

1.6.1 Contracted LIDDA will appoint a stakeholder committee that will:

- A. provide input to the contracted LIDDA on the provision of the TST program and assist in determining the needs of the LIDDAs and providers in the DSA regarding the TST program and meet at least annually. Contracted LIDDA will make the minutes of the meeting available to HHSC upon request;
- B. include at least one representative from each of the following:
 - (1) each LIDDA in the DSA;
 - (2) an individual receiving LIDDA, HCS, or TxHmL services;
 - (3) family member of an individual receiving LIDDA, HCS, or TxHmL services;
 - (4) provider; and
 - (5) an advocacy organization.

1.7 Annual Stakeholder Survey

Contracted LIDDA will facilitate an annual survey, developed by HHSC, for each of the LIDDA’s staff and HCS and TxHmL providers in the DSA to determine the satisfaction with the educational opportunities, technical assistance, and case reviews/multidisciplinary consultations provided under the TST program.

1.8 Additional Duties and Requirements

1.8.1 The Contracted LIDDA will meet the following additional duties and requirements:

- A. The Contracted LIDDA will provide support based on the collaboration with the stakeholder committee, LIDDAs, and providers within the DSA, at least once per quarter with its TST activities.
- B. The Contracted LIDDA will communicate with the LIDDAs and providers in the DSA, in a manner that:
 - (1) Informs them of the availability of all program services such as the type of educational opportunities, at least once quarterly; and
 - (2) Outlines how to request any program activity, at least once quarterly.
- C. The contracted LIDDA will provide an initial response within three business days of receipt of a request for program activity and subsequently follow up to provide educational opportunities, technical assistance, and case reviews related to the request.

1.9 Outreach and Educational Materials and Publications

- 1.9.1 Submit all media intended for the public, including reports, presentations of any report and external presentation-related material to IDDMFPSubmissions@HHS.Texas.gov 30 days prior to its release using a format prescribed by HHSC for prior approval by HHSC and CMS.
- 1.9.2 Incorporate approved MFP Logo on media intended for public use and paid for with MFPD funds.
- 1.9.3 Take reasonable steps to ensure that the project provides meaningful access to individuals with limited English proficiency.
- 1.9.4 Include the following language on media intended for public use and paid for with MFPD funds:

"This document was developed under grant CFDA 93.791 from the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services. However, these contents do not necessarily represent the policy of

the U.S. Department of Health and Human Services, and you should not assume endorsement by the Federal Government.”

1.10 Reporting

1.10.1 In accordance with the IDD Submission Calendar, contracted LIDDA shall submit quarterly reporting through SFTP using a format prescribed by HHSC and contain:

A. Required information related to the TST activities of educational opportunities, technical assistance, and peer review/multidisciplinary consultations such as:

- (1) number and type of TST activity;
- (2) attendance for each type of TST activity; and
- (3) feedback score for each type of TST activity.

1.10.2 Contracted LIDDA shall maintain and submit documentation to support quarterly reporting to IDDMFPSubmissions@HHS.Texas.gov by the same deadline for the quarterly report, according to the submission calendar, using a format prescribed by HHSC.

A. Information related to the educational opportunities, technical assistance and peer reviews/multidisciplinary consultations such as:

- (1) name of the individual or entity requesting the TST activity program activity;
- (2) date the request was submitted;
- (3) date the program activity was initiated;
- (4) attendance roster for each educational opportunity or peer review/multidisciplinary consultation provided; and
- (5) quarterly expenditure report in a format developed in conjunction with and approved by HHSC.

B. An annual report containing the results of the survey conducted as described in Section 1.7 of this section.

1.10.3 In accordance with the IDD Submission Calendar, the contracted LIDDA shall submit the TST travel log monthly through SFTP on a template provided by HHSC.

1.11 Budgets

1.11.1 Based on allocated funds determined by HHSC from the MFP federal grant, the contracted LIDDA shall develop an independent calendar year budget for TST services each year using a format prescribed by HHSC to be approved by HHSC and CMS.

1.11.2 The Contracted LIDDA shall maintain accounting systems that comply with the CFR and TxGMS. Contracted LIDDA must separately report actual expenditures attributable to TST.

1.11.3 The Contracted LIDDA shall expend MFP demonstration funds allocated for TST services solely for TST services and administrative overhead.

1.11.4 The Contracted LIDDA shall ensure MFP demonstration funds allocated for TST services are not used to supplant or supplement funds allocated by HHSC and required local match (contract funds) nor the rate-based payment the LIDDA receives to fund its cost for LIDDA services, as a provider of waiver programs or ICF/IID programs.

1.11.5 The Contracted LIDDA shall expend funds allocated for TST services in alignment with the budget categories on the Contractor Form created by the contracted LIDDA and approved by HHSC.

1.11.6 The Contracted LIDDA shall track TST expenses ensuring both budget categories and total budgets are not exceeded.

1.11.7 Requests to move funds from one budget category to another are permitted, using a format prescribed by HHSC, if:

A. CMS has approved initial TST budget; and

B. funding is available in the TST budget.

1.11.8 Travel not included as local travel must be preapproved by HHSC using a format prescribed by HHSC and must be in accordance with the rates set by the State of Texas.

1.11.9 Technology purchases must be preapproved by HHSC using a format prescribed by HHSC.

1.12 Payment

1.12.1 Upon funding, HHSC will pay LIDDA an amount not to exceed the allocation provided to the LIDDA to provide TST services. 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: <https://www.ecfr.gov/current/title-2/part-200>

1.12.2 Under these requirements, contracted 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 2 CFR200.305 (b) cannot be met, when the federal awarding agency sets a specific condition per 2 CFR § §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 contracted LIDDA requests reimbursement for costs, contracted LIDDA must submit an invoice, in accordance with the IDD Submission Calendar, on a template provided by HHSC and include supporting documentation as described by HHSC.
- C. Contracted LIDDA may request payments for supplemental or revised invoices and travel logs only for a period of sixty (60) days after the end of the calendar year.
 - (1) HHSC must receive requests related to supplemental or revised invoices on or before March 1st of the following calendar year.

- (2) Supplemental or revised invoice requests received after March 1st of the following calendar year, for additional MFPD payments for the period between January 1 and December 31, will not be paid.
- (3) The March 1st of the following year only applies to supplemental or revised invoices and travel logs. Contracted LIDDA must continue to follow the due date requirements stated in the IDD Submission Calendar of this Contract.

A-14 Community Living Options Information Process Special Terms and Conditions

This section pertains only to the following LIDDA(s):

Abilene Regional MHMR Center

Alamo Area Council of Government

Austin Travis County MHMR Center

Burke Center

Denton County MHMR Center

El Paso MHMR

Heart of Texas Region MHMR Center

Lubbock Regional MHMR Center

MHMR Authority of Brazos Valley

MHMR Services for the Concho Valley

Nueces County MHMR Community Center

Texana Center

Tropical Texas Center for MHMR

1.0 CLOIP

In accordance with 40 Tex. Admin. Code §2.274 and the LIDDA Handbook, CLOIP activities are performed by the contracted LIDDA to provide information and education about community living options to an individual who is 22 years of age or older residing in a SSLC or to the individual's LAR.

1.1 Standardized Information Materials

- A. Contracted LIDDAs will provide and explain the HHSC [Explanation of IDD Services and Supports](#) publication and the [Long Term Services and Supports](#) publication to individuals who are 22 years or older residing in a SSLC, or to the individual's LAR.
- B. In addition to the required material in the preceding paragraph, contracted LIDDAs will provide and explain other informational and educational materials developed and approved by HHSC that provide a more complete explanation of specific types of services. Educational and informational materials will be user-friendly and in a format that provides for easy interpretation and can include written, audio, PowerPoint, CD or DVD formats. The style and substance of the materials are crucial to education and awareness. Communication devices and techniques (including the use of sign language) will be used, as appropriate, to facilitate the involvement of the individual and LAR.
- C. HHSC will provide coordination, support and funding for these standardized materials.
- D. HHSC will assure the development of curriculum and the provision of training for contracted LIDDA and SSLC staff regarding the CLOIP, the developed materials and their use.
- E. Designated LIDDAs, upon request by the contracted LIDDA, will provide information about specific programs and services available where the individual or their LAR, on behalf of the individual, is interested in living. This may include, but is not limited to, specific information about services, supports and providers in the local service area. Designated LIDDAs may provide the information directly to the individual and LAR or to the contracted LIDDA.
- F. In addition to materials described above, individuals and LARs will be offered the opportunity to visit living options available in the community and to visit with peers using these options with their prior consent.

A-15 Management Services Agreement

This section pertains only to the following LIDDA(s):

Texana Center

This agreement for Management Services is between Texana Center (LIDDA) and HHSC (the "Texana Center Agreement"). HHSC and LIDDA, each a "Party," collectively, the "Parties." Under this Texana Center Agreement, LIDDA hereby agrees to manage and operate the following ICF/IID or Behavior Treatment & Training Center (BTTC) (the Facilities):

Contract Number	Name of Facility	Address
1001858	Willow Glen Behavior Treatment & Training Center (Willow Glen BTTC)	1818 Collins St. Richmond, TX 77469
1001857	Pin Oak Behavior Treatment & Training Center (Pin Oak BTTC)	1818 Collins St. Richmond, TX 77469

The Facilities are certified by HHSC as ICF/IIDs to provide ICF/IID services.

The Parties therefore agree as follows:

I. Obligations of LIDDA

1.1 LIDDA must:

- A. Provide short-term ICF/IID services to residents, in accordance with the ICF/IID Agreement. Short-term will be defined for each resident but will typically be no more than six months. The term "residents," as used in this Texana Center Agreement, means individuals who have been determined by HHSC to be eligible for ICF/IID services in the Facilities on the date the services are provided. Residents shall be limited to children between the age of 8 through 17:

- (1) Who have intellectual or developmental disabilities or pervasive developmental disorder;
 - (2) Who are eligible for an ICF/IID LOC;
 - (3) Who reside in the community with their parents or in a group home;
 - (4) Whose family or group home commits to taking them back upon discharge;
 - (5) Who demonstrate serious maladaptive behaviors, as determined by BTTC IDT assessment prior to admission;
 - (6) Who are determined by the BTTC IDT to be in need of active treatment, a decision by the BTTC IDT whether BTTC can provide for the child's needs and whether the child is likely to benefit from placement at the BTTC; and
 - (7) Whose families or group home personnel commit to participation in assessment, treatment and training while the child is in placement to enable maintenance of effects.
- B. Make no charge to the resident, any member of the resident's family or to any other source for any item or services, except LIDDA may collect from a resident only the monthly amount of applied income specified on the resident's payment plan developed by the resident's Medicaid eligibility worker.
- C. Establish and maintain continuous certification of the facilities from HHSC.
- D. Submit to HHSC, by the 10th day of each month, an occupancy report which includes the name, social security number, level of need, and dates of service, for each resident who received services at the facilities during the preceding month.
- E. Purchase and maintain during the term of this Texana Center Agreement liability insurance in the amount of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate, naming HHSC as an additional insured, insuring against professional errors and omissions in providing ICF/IID services covered by this Texana Center Agreement. LIDDA must also assure all professionals employed by or under contract with the LIDDA to render ICF/IID services to residents, procure and maintain professional liability

insurance, unless they are covered under LIDDA's insurance policies. Prior to or within 30 calendar days following the execution of this Texana Center Agreement by the LIDDA and at each policy renewal thereafter, the LIDDA must submit to HHSC, in writing, evidence of insurance coverage. LIDDA must further notify HHSC, in writing, within 30 calendar days of any change, termination or cancellation of insurance coverage required under this provision.

- F. Notify HHSC, within one business day of the content of all final exit conferences regarding the facilities with HHSC surveyors.
- G. Provide HHSC a copy of all final plans of correction submitted to HHSC surveyors in response to cited deficiencies, within three business days of submission to the HHSC surveyors.
- H. Submit timely claims, in accordance with the ICF/IID Provider Manual to the TMHP for ICF/IID services provided at the Facilities. LIDDA will not submit claims for payment for ICF/IID services provided to more than the number of residents for whom each Facility is certified.
- I. Permit representatives, agents of HHSC, Office of the Attorney General Medicaid Fraud, and United States Health and Human Services, to have unrestricted access to all residents and to the premises, facility, records, data and other information under the control of LIDDA as necessary to enable these agencies to audit, monitor and review all financial and programmatic activities and services of the facilities.
- J. Comply with all applicable terms and conditions of the ICF/IID contract, including but not limited to requirements relating to access to the premises, maintenance of records, individual trust funds, and compliance with federal and state laws and regulations and HHSC rules.
- K. Comply and require its subcontractor and providers to comply with all requirements of the Data Use Agreement, of the Performance Contract.
- L. LIDDA must submit all financial records requested by HHSC immediately upon request.
- M. Only receive and disclose individually identifiable health information (health information) to carry out LIDDA's duties relating to treatment, payment or health care operations, as defined in 45 CFR §164.501, and as required under

this Texana Center Agreement. When using or disclosing health information or when requesting health information from another entity, LIDDA must make reasonable efforts to limit the health information to the minimum necessary to accomplish the intended purpose of the use, disclosure or request.

- N. Report to Contract Management Unit through the CIMS, or other appropriate system approved by the HHSC Contract Manager, within 30 calendar days following the end of each calendar month, all medication errors, behavior intervention plans authorizing restraints, emergency personal, mechanical and chemical restraints, and residents requiring emergency restraints, by type, for that calendar month.
- O. Submit to Contract Management Unit, a listing of the data elements maintained for individuals seeking the services and how this data will be formatted and made available to HHSC; and the following data on a quarterly basis:
 - (1) Number and percentage of total individuals discharged that came from and returned to their family home.
 - (2) Number and percentage of total individuals discharged that came from and returned to their group home.
 - (3) Number and percentage of total discharged individuals that went to a SSLC upon discharge.
 - (4) Number and percentage of total individuals discharged that went to some other placement with the name and type of location specified.
 - (5) Number and percentage of total individuals discharged to home that stayed at least six months in their family home after discharge.
 - (6) Number and percentage of total individuals discharged to group home that stayed at least six months in their group home after discharge.
 - (7) Number and percentage of total individuals discharged to home that stayed at least 12 months in their family home after discharge.
 - (8) Number and percentage of total individuals discharged to group home that stayed at least 12 months in their group home after discharge.

- (9) Number and percentage of all discharges that are in a SSLC at the end of one year after discharge.

II. Obligations of HHSC

2.1 HHSC will:

- A. Subject to section II.B of this section, pay the LIDDA monthly to provide ICF/IID services to residents the LIDDA's estimated actual costs, in the amounts of \$723.50 per resident per day for Pin Oak BTTC and \$723.50 per resident per day for Willow Glen BTTC;
- B. Reconcile all payments made under section II.A of this section to the LIDDA's actual costs, based on the LIDDA's audited FY 2024 and 2025 Medicaid ICF/IID cost reports (the "LIDDA's actual costs"). If HHSC determines that any payments made to the LIDDA under section II.A of this section exceeded the LIDDA's actual costs, HHSC will notify the LIDDA of such determination, and the LIDDA will remit to Contract Management Unit, the difference between the payments made under section II.A of this section and the LIDDA's actual costs. Such remittance will be due within 60 calendar days following LIDDA's official notification by HHSC of the amounts due;
- C. Provide to the LIDDA copies of notices and reports received from HHSC regarding the Facilities' certification or Contract status, within 24 hours of receipt by HHSC;
- D. Provide to the LIDDA written notification of rate changes initiated by HHSC; and
- E. Make the quality assurance fee payments and submit the required quality assurance fee reports. HHSC may disallow and recoup funds used for activities not in compliance with this Texana Center Agreement.

III. Mutual Agreements

- A. Payment by HHSC to LIDDA under this Texana Center Agreement is contingent upon the receipt of payment by HHSC, under the ICF/IID Agreement.

- B. Nothing in this Texana Center Agreement may be construed to require HHSC to enter into a new agreement with the LIDDA, or to renew or extend this Contract.
- C. The BTTC operation may only be assigned to Texana Center.
- D. Per HHSC discussion and review with LIDDA regarding cost reduction at BTTC, HHSC and LIDDA agree to the LIDDA proposal for reduced expenses/revenues for BTTC which totals \$129,930.00.

A-16 Participation in the Rural Border Intervention Project Special Terms and Conditions

This section pertains only to the following LIDDA(s):

Border Region MHMR Community Center

Camino Real Community MHMR Center

Coastal Plains Community MHMR Center

El Paso MHMR

Hill Country Community MHMR Center

Permian Basin Community Centers for MHMR

Tropical Texas Center for MHMR

West Texas Centers for MHMR

1.1 The LIDDA shall participate in the Rural Border Intervention Project (the Project), created through the Department of State Health Services (DSHS) Border Health Office. The Project is dedicated to reducing individual, environmental, occupational, and community health hazards along the Texas-Mexico border and in low-income residential areas along the border (i.e., colonias) through a bi-national program that coordinates with local providers and community leaders.

1.2 LIDDA shall:

1.2.1 Provide GR funded IDD services, in accordance with the LIDDA's FY 2024 and 2025 Performance Contract to residents of the colonias as funding permits.

1.2.2 Report to the HHSC through DSHS with respect to residents of any colonias within 62 miles of the Texas-Mexico border who were provided GR funded IDD services by the LIDDA:

- (1) the number of unduplicated individuals per month who were provided GR funded IDD services by LIDDA, and who are residents of the colonias;
- (2) using the DSHS Rural Border Intervention Project, Direct Client Services Report, Form E; and
- (3) submitting the form electronically to performance.contracts@hhsc.state.tx.us on or before the following dates, following the end of each FY quarter:

FY	Qtr.	Month and Year	Due Date
2023	4	September 2023	9/19/2023
2024	1	December 2023	12/19/2023
2024	2	March 2024	3/19/2024
2024	3	June 2024	6/19/2024
2024	4	September 2024	9/19/2024
2025	1	December 2024	12/19/2024
2025	2	March 2025	3/19/2025
2025	3	June 2025	6/19/2025

A-17 LIDDA Residential Services Funded by General Revenue for FY 2024 and 2025

This section pertains only to the following LIDDA(s):

The Harris Center for Mental Health and IDD

The Harris Center for Mental Health and IDD (LIDDA) will provide Residential Services to Recipient. Residential Services are described in Section A-3: Description of Intellectual and Developmental Disability Services. Such services will be funded by GR in not to exceed amount of \$35,111.00 for State Fiscal Year 2024 and \$35,111.00 for State Fiscal Year 2025.

Recipient has been de-identified in this section to ensure the confidentiality of identifying information in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. § 1320(d) et. seq., which requires HHSC to protect the confidentiality of personal health information and other personal identifiers. HHSC will send under separate cover a key to LIDDA to identify Recipient.

Residential services are not transferable to any other recipient or individual. If Recipient is discharged from Residential Services, LIDDA will terminate Recipient's Residential Services assignment in the CARE system and ensure the remaining balance is transferred to fund non-residential IDD community services and supports, unless the recipient enrolls into the HCS Program based on refinancing of the recipient's GR funded Residential Services.

If Recipient dies, LIDDA must, within 24 hours after the death, report the death to the HHSC Contract Manager. LIDDA must also cooperate with any HHSC investigation or review of the Recipient's death.

The reporting mechanisms are the open assignments in CARE for Residential Services (R031, R032, R033) and CARE XPTR report HC029191, which will be monitored monthly by HHSC. The expected outcome is to limit the provision of Residential Services funded by GR to only those recipients approved by HHSC. HHSC is phasing out Residential Services funded with GR. In accordance with the IDD Submission Calendar, LIDDA shall submit monthly progress notes regarding Residential Services provided to the Recipient and a monthly financials report.

Below is the service category and description for residential services.

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
<p>Residential Services (Provider services that may be subcontracted)</p>	<p>Twenty-four-hour services provided to an individual who does not live independently or with their natural family. These services are provided by employees or contractors of the LIDDA who regularly stay overnight in the individual's home.</p> <p>This service category includes:</p> <p>A. Family Living: Residential Services provided to no more than three individuals living in a single residence that is not a Contracted Specialized Residence.</p> <p>B. Residential Living: Residential Services provided to more than three individuals living in a single residence that is not a Contracted Specialized Residence.</p> <p>C. Contracted Specialized Residences: Residential Services provided to an individual in a general hospital, a substance abuse program, an autism program, or an AIDS hospice.</p>	<p>Optional</p>

Below is the service category, description, and grid codes for residential services.

Service Category	CARE Code	Grid Code	Name of Service	Report III-IDD Crosswalk
Residential Services	R031	3301	Residential Family Living	A.4.27
Residential Services	R032	3304	Residential Family Living	A.4.27
Residential Services	R034	3303	Contracted Specialized Residence	A.4.27

A-18 LIDDA Residential Services Funded by General Revenue for FY 2024 and 2025

This section pertains only to the following LIDDA(s):

Austin Travis County MHMR Center

Austin Travis County MHMR Center (LIDDA) will provide Residential Services to Recipient. Residential Services are described in Section A-3: Description of Intellectual and Developmental Disability Services. Such services will be funded by GR in not to exceed amount of \$117,855.00 for State Fiscal Year 2024 and \$117,855.00 for FY 2025.

Recipient has been de-identified in this section to ensure the confidentiality of identifying information in accordance with HIPAA, 42 U.S.C. § 1320(d) et. seq., which requires the HHSC to protect the confidentiality of personal health information and other personal identifiers. HHSC will send under separate cover a key to LIDDA to identify Recipient.

Residential services are not transferable to any other recipient or individual. If Recipient is discharged from Residential Services, LIDDA will terminate Recipient's Residential Services assignment in the CARE system and ensure the remaining balance is transferred to fund non-residential IDD community services and supports, unless the recipient enrolls into the HCS Program based on refinancing of the recipient's GR funded Residential Services.

If Recipient dies, LIDDA must, within 24 hours after the death, report the death to the HHSC Contract Manager. LIDDA must also cooperate with any HHSC investigation or review of the Recipient's death.

The reporting mechanisms are the open assignments in CARE for Residential Services (R031, R032, R033) and CARE XPTR report HC029191, which will be monitored monthly by HHSC. The expected outcome is to limit the provision of Residential Services funded by GR to only those recipients approved by HHSC. HHSC is phasing out Residential Services funded with GR. In accordance with the IDD Submission Calendar, LIDDA shall submit monthly progress notes regarding Residential Services provided to the Recipient and a monthly financials report.

Below is the service category and description for residential services.

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual	Required / Optional
<p>Residential Services (Provider services that may be subcontracted)</p>	<p>Twenty-four-hour services provided to an individual who does not live independently or with their natural family. These services are provided by employees or contractors of the LIDDA who regularly stay overnight in the individual's home.</p> <p>This service category includes:</p> <p>A. Family Living: Residential Services provided to no more than three individuals living in a single residence that is not a Contracted Specialized Residence.</p> <p>B. Residential Living: Residential Services provided to more than three individuals living in a single residence that is not a Contracted Specialized Residence.</p> <p>C. Contracted Specialized Residences: Residential Services provided to an individual in a general hospital, a substance abuse program, an autism program, or an AIDS hospice.</p>	<p>Optional</p>

Below is the service category, description, and grid codes for residential services.

Service Category	CARE Code	Grid Code	Name of Service	Report III-IDD Crosswalk
Residential Services	R031	3301	Residential Family Living	A.4.27
Residential Services	R032	3304	Residential Family Living	A.4.27
Residential Services	R034	3303	Contracted Specialized Residence	A.4.27

A-19 Training for Board of Directors and Community Center Compliance

This section pertains only to the following LIDDA(s):

Alamo Area Council of Governments

1.1 Alamo Area Council of Governments (LIDDA) shall ensure each member of the board of directors receives training as follows:

A. Before assuming office, new members must receive initial training, including, but not limited to:

- (1) The importance of local planning and the roles and functions of the PNAC, LIDDA staff, and other service organizations (e.g., food banks, community transit, other state agencies, advocacy groups);
- (2) The current philosophies and program principles on which IDD service delivery systems are founded, information about the service and support needs of people with IDD and related conditions, and the range of environments in which those services may be delivered;
- (3) An overview of IDD and related conditions;
- (4) An overview of the current local and State service delivery system, including descriptions of the types of IDD services;
- (5) The requirements of laws concerning conflict of interest and other laws relating to public officials; and
- (6) State and federal laws, rules, standards, and regulations applicable to a LIDDA.

B. Utilizing input from individuals who have received or are receiving IDD services, their family members, and advocates, the training programs must provide orientation in the perspectives and issues of individuals receiving services.

- C. Annual training must be provided for current board of directors' members, which is administered by the professional staff of the LIDDA, including the LIDDA's legal counsel.
- D. In order to have a well-informed and effective board of directors, the LIDDA is encouraged to utilize meaningful, creative, and innovative techniques in its training program. The following guidelines may be useful in designing a training program that will enhance the competency and productivity of the board of directors:
- (1) LIDDA shall develop with its program staff and legal counsel an annual training program for its board of directors; and
 - (2) Training methodologies may include:
 - (a) presentations by staff at regular board sessions;
 - (b) on-site program visits;
 - (c) statewide and regional training conferences;
 - (d) seminars to enhance team building skills;
 - (e) regional and cross-training with community centers and their boards of trustees; and
 - (f) formal and informal meetings with tenured board members.
 - (3) Suggested training topics:
 - (a) risk management;
 - (b) budget analysis;
 - (c) individual rights;
 - (d) strategic planning; and
 - (e) new legislative and contractual requirements for LIDDAs.
- E. LIDDA shall maintain records of the training received by each board member.

- F. Periodically, current board members should take refresher courses which contain the information provided to new members.
- G. The board training program should include information on the evolution of IDD services in Texas and nationwide (at least from 1950 to the present) and current trends that forecast the design of the IDD service system in the future.
- H. LIDDA should educate its board of directors on the degree to which current local IDD services meet actual or projected demand for such services.
- I. LIDDA should promote board members' appreciation of individual-based issues in the policymaking process by facilitating board members' access to individuals, families, and advocates.
- J. LIDDA shall evaluate and update its training program on a regular basis using input from advocates and individuals.
- K. Board members should be instructed on existing mechanisms by which they may evaluate the quality of IDD services delivered locally.

1.2 Community Center Compliance

Unless written approval is provided by the HHSC Contract Manager, LIDDA will comply with legal requirements for community centers referenced in this Contract.

A-20 LIDDA Staff Required and Recommended Training

LIDDAs shall ensure all LIDDA staff complete the required training within the designated timeframes. All training is required for the role(s) indicated, unless noted otherwise. Changes to the list below may be announced by broadcast message.

LIDDA Staff Training

1.1 Intake/Benefits Coordinator

Training	Timeframe	References
Quarterly Consumer Benefits Training	No current timeframe, but it is offered quarterly through Texas Council's Individual Benefits Organization.	<ul style="list-style-type: none"> Performance Contract A-1, Section 2.8.3 (A) Tex. Health and Safety Code §533A.008(e) LIDDA Training Opportunities located under Providers tab on HHSC website http://www.hhs.texas.gov/providers/long-term-care-providers/local-idd-authority-lidda/lidda-training-opportunities

1.2 Enrollment Specialist

Training	Timeframe	References
Local Intellectual and Developmental Disability Authority (LIDDA) Coordination 101	Within the first 90 days of performing enrollment activities.	<ul style="list-style-type: none"> Performance Contract A-1, Section 2.8.5

Waiver Enrollment Training	Before performing enrollment activities and at least annually thereafter, for as long as the staff performs enrollment activities for the LIDDA.	<ul style="list-style-type: none"> • Performance Contract A-6, Section 1.1.2 • LIDDA Handbook Section 13100, LIDDA Required Training
HCS/TxHmL CFC PAS/HAB Assessment Form 8510	Before performing enrollment activities and at least annually thereafter, for as long as the staff performs enrollment activities for the LIDDA.	<ul style="list-style-type: none"> • Performance Contract A-6, Section 1.1.2 • LIDDA Handbook Section 13100, LIDDA Required Training
CFC in the HCS and TxHmL Programs	Before performing enrollment activities and at least annually thereafter, for as long as the staff performs enrollment activities for the LIDDA.	<ul style="list-style-type: none"> • Performance Contract A-6, Section 1.1.2 • LIDDA Handbook Section 13100 LIDDA Required Training • 26 Tex. Admin. Code §263.901(b)(3) and 262.701(g)(3)
Electronic Visit Verification Overview	Before performing enrollment activities and annually thereafter.	<ul style="list-style-type: none"> • Texas Government Code §531.024172(c) • 1 Tex. Admin. Code §354.4011(a) • IDD Services Broadcast 2021-17: Information Letter No. 2021-13
Person Centered Thinking (PCT) (HHSC approved)	Within 6 months after service coordinator's date of hire, unless an extension of the 6-month timeframe is granted by HHSC, and can be provided by any certified PCT trainer.	<ul style="list-style-type: none"> • 26 Tex. Admin. Code §263.901(b)(2) and 262.701(g)(2)
Documentation of Outcomes in Person-Centered Plans	Within the first 90 days of performing enrollment activities.	<ul style="list-style-type: none"> • Texas Health and Human Services Learning Portal

1.3 Service Coordinator, Supervisor, and Team Lead

Training	Timeframe	References
Local Intellectual and Developmental Disability Authority (LIDDA) Coordination 101	Within the first 90 days of performing service coordination duties.	<ul style="list-style-type: none"> Performance Contract A-1, Section 2.8.5
Electronic Visit Verification Overview	Within the first 90 days of performing service coordination duties and annually thereafter.	<ul style="list-style-type: none"> Texas Government Code §531.024172(c) 1 Tex. Admin. Code §354.4011 (a) IDD Services Broadcast 2021-17: Information Letter No. 2021-13
HCS/TxHmL CFC PAS/HAB Assessment Form 8510	Within the first 90 days of performing service coordination duties and at least annually thereafter, for as long as the staff performs Service Coordinator activities for the LIDDA.	<ul style="list-style-type: none"> 26 Tex. Admin. Code §263.901(b)(3)(A)
CFC in the HCS and TxHmL Programs	Within the first 90 days of performing service coordination duties and at least annually thereafter, for as long as the staff performs Service Coordinator activities for the LIDDA.	<ul style="list-style-type: none"> 26 Tex. Admin. Code §263.901(b)(3)(A)
Person-Centered Thinking (HHSC approved)	<p>HCS and TxHML service coordinators: within 6 months after service coordinator's date of hire, unless an extension of the 6-month timeframe is granted by HHSC, and can be provided by any certified PCT trainer.</p> <p>All other service coordinators: within 2 years after hire and can be provided by any certified PCT trainer.</p>	<ul style="list-style-type: none"> 26 Tex. Admin. Code §331.19(b)(2) 26 Tex. Admin. Code §263.901(b)(2) and 262.701(g)(2)
Documentation of Outcomes in Person-Centered Plans	Within the first 90 days of performing service coordination duties.	<ul style="list-style-type: none"> Texas Health and Human Services Learning Portal

1.4 Non-Waiver CFC Service Coordinator

Training	Timeframe	References
Local Intellectual and Developmental Disability Authority (LIDDA) Coordination 101	Within the first 90 days of performing non-waiver CFC activities.	<ul style="list-style-type: none"> Performance Contract A-1, Section 2.8.5
CFC in Medicaid MCOs	Within the first 90 days of performing non-waiver CFC activities.	<ul style="list-style-type: none"> Performance Contract A-9, Section 1.2.6 26 Tex. Admin. Code §331.19(b)(1)(G)
Person-Centered Thinking (HHSC approved)	Within 2 years after hire and can be provided by any certified PCT trainer.	<ul style="list-style-type: none"> 26 Tex. Admin. Code §331.19(b)(2) 1 Tex. Admin. Code §354.1367(b)
Documentation of Outcomes in Person-Centered Plans	Within the first 90 days of performing non-waiver CFC activities.	<ul style="list-style-type: none"> Texas Health and Human Services Learning Portal

1.5 PASRR Evaluator

Training	Timeframe	References
An Overview of the PASRR Process	<p>Prior to conducting a PE or resident review.</p> <p>Must be taken prior to "PASRR PL1 and PE" (Instructor-led Virtual Presentation).</p>	<ul style="list-style-type: none"> Performance Contract A-4, Section 1.1 26 Tex. Admin. Code §303.303(c) IDD PASRR Handbook Section 7200, HHSC-Developed Training

<p>PASRR PL1 and PE (Instructor-led Virtual Presentation)</p>	<p>Prior to conducting a PE or resident review.</p> <p>Must take "An Overview of the PASRR Process" first.</p>	<ul style="list-style-type: none"> • Performance Contract A-4, Section 1.1 • 26 Tex. Admin. Code §303.303(c) • IDD PASRR Handbook Section 7200, HHSC-Developed Training
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1.6 Habilitation Coordinator

Training	Timeframe	References
<p>Local Intellectual and Developmental Disability Authority (LIDDA) Coordination 101</p>	<p>Within the first 90 days of performing HC duties.</p>	<ul style="list-style-type: none"> • Performance Contract A-1, Section 2.8.5
<p>An Overview of the PASRR Process</p>	<p>Prior to performing HC duties and prior to completion of Service Planning and Monitoring training.</p>	<ul style="list-style-type: none"> • Performance Contract A-4, Section 1.1 • 26 Tex. Admin. Code §303.502 • IDD PASRR Handbook Section 7110, Training Completed Prior to HC; Section 7200, HHSC-Developed Training
<p>Service Planning and Monitoring (Instructor-led Virtual Presentation)</p>	<p>Within the first 60 days of performing HC duties; Supervisor or Team Lead (who has completed training) signs off until training is completed by habilitation coordinator.</p>	<ul style="list-style-type: none"> • Performance Contract A-4, Section 1.1 • 26 Tex. Admin. Code §303.502 • IDD PASRR Handbook Section 7200, HHSC-Developed Training

Person Centered Thinking Training	Within the first 60 days of performing HC duties; Supervisor or Team Lead (who has completed training) signs off until training are completed by habilitation coordinator.	<ul style="list-style-type: none"> • Performance Contract A-4, Section 1.1 • 26 Tex. Admin. Code §303.502 • IDD PASRR Handbook Section 7120, Training Completed Within the First 60 days of HC
Documentation of Outcomes in Person-Centered Plans	Within the first 90 days of performing HC duties.	<ul style="list-style-type: none"> • Texas Health and Human Services Learning Portal

1.7 Enhanced Community Coordinator, Supervisor, and Team Lead

Training	Timeframe	References
An Overview of the PASRR Process	Prior to performing ECC duties and prior to completion of Transition and Diversion training.	<ul style="list-style-type: none"> • Performance Contract A-12, Section 1.3.1 (G) • 26 Tex. Admin. Code, §303.703 • IDD-PASRR Handbook Section 7200, HHSC-Developed Training
Transition and Diversion (Instructor-led Virtual Presentation for Service Coordination/ECC) Part 1 & Part 2	Within the first 60 days of performing ECC duties.	<ul style="list-style-type: none"> • Performance Contract A-12, Section 1.3.1 (G) • 26 Tex. Admin. Code §303.703 • IDD-PASRR Handbook Section 7200, HHSC-Developed Training
Person Centered Thinking (HHSC approved)	Within first 60 days of performing duties and can be provided by a certified PCT trainer.	<ul style="list-style-type: none"> • 26 Tex. Admin. Code §303.703(b)(2)(A)
<i>Note: If Enhanced Community Coordinator is performing enrollment activities, please refer section 1.2, Enrollment Specialist above.</i>	Refer to section 1.2, <i>Enrollment Specialist</i> above.	<ul style="list-style-type: none"> • Refer to section 1.2, <i>Enrollment Specialist</i> above
Documentation of Outcomes in Person-Centered Plans	Within the first 90 days of performing ECC duties.	<ul style="list-style-type: none"> • Texas Health and Human Services Learning Portal

1.8 Permanency Planner and Supervisors (secondary reviewers)

Training	Timeframe	References
Permanency Planning	Before conducting permanency planning activities and at least annually thereafter, for as long as the staff conducts permanency planning for the LIDDA.	<ul style="list-style-type: none"> • Performance Contract A-10, Section 1.2

1.9 Crisis Intervention Specialist (CIS) and Additional CIS Staff

Training	Timeframe	References
Mental Health and Wellness for Individuals with Intellectual and Developmental Disabilities (Modules 1 – 6)	<p>30 calendar days after being assigned as a CIS.</p> <p>Completes additional training modules within 45 days of the posting of new modules on the site.</p>	<ul style="list-style-type: none"> • LIDDA Training Opportunities located under Providers tab on HHSC website http://www.hhs.texas.gov/providers/long-term-care-providers/local-idd-authority-lidda/lidda-training-opportunities

A-21 American Rescue Plan Act of 2021: Workforce Challenges

1.1 Purpose

The purpose of this Section is to outline the American Rescue Plan Act of 2021 (ARPA) Section 9817 to address workforce challenges of LIDDAs who have been impacted by the Coronavirus Disease 2019 (COVID-19) pandemic.

Funding will be utilized to address the high number of individuals awaiting a DID assessment, and therefore, awaiting access to HCBS. Currently there are over 9,000 individuals, statewide, awaiting a DID, and this program will allow LIDDAs to offer additional payments for DID assessments or endorsements and to hire temporary or contracted authorized providers to conduct these assessments or endorsements. Conducting these assessments will assist individuals with IDD to more quickly access HCBS.

Individuals with IDD living in the community rely on a fully staffed and trained workforce of non-clinical and clinical staff. The ARPA funds will also support the LIDDA workforce by stabilizing and strengthening current operations. Funding provided must be used to address workforce constraints as a result of the COVID-19 pandemic.

1.2 Eligible Providers

Eligible providers are required to be designated as a LIDDA in accordance with Tex. Health and Safety Code §533A.035(a) and §534.105.

1.3 LIDDA Responsibilities

One-time funding allocated within this contract must be used to:

- A. Priority Level 1 - Funding will be used to address the high number of individuals reported on the GR Interest List awaiting a DID assessment by funding:
 - i. Additional payment for permanent staff who perform DID assessments or endorsements not eligible to be funded by Medicaid; and

- ii. Contracting with a university, temporary staff or company for the performance of DID assessments or endorsements.

Note: No part of funds under this Contract may be used when Medicaid funding can be used.

- B. Priority Level 2 – funds remaining after Priority Level 1 has been addressed, within the Spending Plan, as approved by HHSC, may be used to address workforce challenges as a result of the COVID-19 pandemic by providing one-time financial compensation for LIDDA workforce, including, but not limited to:
 - i. One-time, lump sum recruitment payments for the permanent positions listed in section 1.4 that will perform LIDDA Performance Contract duties; and
 - ii. One-time, lump sum retention payments for staff in permanent positions listed in section 1.4 who will perform LIDDA Performance Contract Duties.

1.4 Allowable Expenditures

Allowable expenditures are in HHSC-approved spending plan and work toward Section 1.3: LIDDA Responsibilities, falling in one of the following categories:

- A. Costs incurred in performance of Section 1.3: LIDDA Responsibilities, Priority Level 1 OR
- B. Costs incurred after Item A, above, is adequately addressed, as determined by HHSC, and align with Section 1.3: LIDDA Responsibilities, Priority Level 2 AND support one of the following direct client services positions:
 - i. Crisis Intervention Specialists;
 - ii. Crisis Respite Providers;
 - iii. GR Providers (excluding service coordinators);
 - iv. PASRR Specialized Services Providers (excluding habilitation coordinators); and
 - v. Intake and Eligibility Providers (including Authorized Providers).

- C. For Priority Level 1, supporting costs incurred in the direct performance of DID's, such as travel or lodging and per diem in accordance with applicable policies, statute, and standards.

1.5 Expenditures Not Allowable

The following list contains expenses that are not allowable:

- A. These funds cannot be used when any other funds can be utilized to complete the service;
- B. No equipment purchases or administrative cost expenses are allowable; and
- C. No salary costs except those specifically stated in Priority Level 1 and Priority Level 2 are allowed.

1.6 Minimum Requirements

A FY 2024 Spending Plan template will be provided to all LIDDAs to complete and return to HHSC prior to their utilization of the funds in FY 2024. Any LIDDA wishing to expend unspent FY 2023 funding in FY 2024 will need to submit a revised Spending Plan and obtain HHSC's approval.

1.7 Contract Requirements

The cumulative duration of this Contract shall be from September 1, 2023, until August 31, 2024, or other end date as communicated by HHSC.

1.8 Reporting

PERFORMANCE REPORTING

HHSC will monitor the performance of this Contract. Specifically, performance will be measured based on the required reporting of the following measures:

- A. LIDDA must:

Complete and submit the ARPA Monthly Data and Financial Report by the 15th day of the month after the month of service (e.g., August submission due September 15th). If the 15th falls on a weekend or holiday, the report must be submitted by the first business day following the 15th. The IDD Contracts

Management Unit mailbox is
IDDPerformance.Contracts@hhsc.state.tx.us.

The LIDDA must use the ARPA Monthly Data and Financial Report (Form to be provided by HHSC). All reports not received based on the schedule noted above are considered late and will require justification from the LIDDA for the late submission.

At the end of the contract term, funds that are not expended and supported as allowable expenditures in an ARPA Monthly Data and Financial Report will be recouped by HHSC.

1.9 Budget and Payment

While no additional funding is being allocated for FY 2024, FY 2023 funding may be used in FY 2024. In order to utilize FY 2023 funding, LIDDAs must submit a FY 2024 Spending Plan with allowable expenditures during the FY 2024 Contract term.

- A. LIDDAs shall develop an annual budget for FY 2024, in the format of Report III-IDD Budget, using the amount funded in the FY 2023 contract that was unspent in FY 2023, and earn and expend funds according to that budget.
- B. Unspent funds will be recouped by HHSC during or after the contract term.
- C. HHSC may pause or cease program operations by written notification to LIDDAs and recoup unspent funds at any time if determined to be in the best interest of the state of Texas.

1.10 Performance Measures

There are no additional performance measures beyond those specified in the FY 2023 contract.

1.11 Outcome if the LIDDA Cannot Complete Required Performance

Unless otherwise specified in this Statement of Work, if the LIDDA cannot complete or otherwise comply with a requirement included in this Statement of Work, HHSC, at its sole discretion, may recoup any funds not used.

A-22 American Rescue Plan Act of 2021: Electronic Interface Project

1.1 Background

The Centers for Medicare and Medicaid (CMS) approved HHSC's request for \$2,145,000 in American Rescue Plan Act of 2021 (ARPA) funding for LIDDAs to address the migration of CARE system functionality as it pertains to certain 1915(c) waiver forms.

1.2 Purpose

The funding will support technology costs associated with LIDDAs creating an electronic interface between their electronic health record (EHR) systems and TMHP LTCOP. Through this work, LIDDAs will be able to submit 1915(c) Waiver forms involved in the CARE migration through their EHR via an XML format to be uploaded to the LTCOP. The interface will help to:

- minimize duplication of work;
- reduce potential inconsistencies across forms and data systems;
- streamline the number of systems LIDDAs must access to submit forms; and
- support overall record accuracy for individuals served by the LIDDA.

Without the full implementation of this project, form submission will be limited to LIDDAs having to enter forms in both their EHR and subsequently the TMHP LTCOP, increasing the likelihood of data entry errors.

Additional information will be communicated in a future broadcast with a subject line related to HHSC IDD Interface Project Continuation broadcast.

1.3 Eligible Providers

Participants under this solicitation are required to be designated as a LIDDA in accordance with Tex. Health and Safety Code §533A.035(a) and §534.105.

1.4 Services

Funding for this project will be used to support immediate needs for system changes to the LIDDA's EHR System in developing the interface for 1915(C) Waiver forms statewide. This includes the purchases of Web Services technology solutions to support the deployment of the electronic interface. This project will focus specifically on the following forms:

- 8578 – Intellectual Disability Related Condition Assessment
- 8582 - Individual Plan of Care (IPC)-TxHmL/CFC
- 3608 - Individual Plan of Care (IPC)-HCS/CFC

1.5 Deliverables

LIDDAs will be responsible for providing a monthly status report on activity related to this project using an HHS approved format. In each report the LIDDA must identify:

- Target completion date and whether they are on track to complete this project.
- Updates on funding expenditures including whether they expect to fully expend their allocation by the end of the contract term or other date communicated by HHSC in writing.
- Upon successful implementation of the interface, the LIDDA will indicate 100 percent completion and will no longer be required to submit deliverables for the remainder of the contract period.

For any month in which no expenditures were made, an email to the IDD Contracts Management Unit mailbox (IDDPerformance.Contracts@hhsc.state.tx.us) verifying no activity for the month will satisfy this requirement.

For any month prior to the HHSC IDD Interface Project Continuation broadcast providing technical requirements for this service, HHSC will assume no activity was made and will document accordingly. However, any LIDDA conducting activities prior to the broadcast may submit a report by the deadline and allowable expenses incurred will be considered reimbursed.

After the HHSC IDD Interface Project Continuation broadcast, the monthly status report will be emailed to the IDD Contracts Management Unit by the 15th day of the month after the month of service (e.g., October submission due November 15th). If the 15th falls on a weekend or holiday, the report must be submitted by the first business day following the 15th.

1.6 Payments

While no additional funding is being allocated for FY 2024, FY 2023 funding may be used in FY 2024. In order to utilize FY 2023 funding, LIDDAs must submit a monthly status report with allowable expenditures during the FY 2024 Contract term. HHSC may request additional information on FY 2023 expenditures.

LIDDAs shall develop an annual budget for FY 2024, in the format of Report III-IDD Budget, using the amount funded in the FY 2023 contract that was unspent in FY 2023, and earn and expend funds according to that budget. Financial reporting will occur as defined in the instructions for Report III-IDD and through HHSC communication in the form of email broadcasts.

Unspent or misspent funds may be recouped by HHSC upon program completion or the end of the Contract term.

HHSC may pause or cease program operations by written notification to LIDDAs and recoup unspent funds at any time if determined to be in the best interest of the state of Texas.

Attachment F Budget/Required Local Match Pecan Valley MHMR Region ("LIDDA")

Introduction. The Health and Human Services Commission (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 F 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 State Fiscal Year (FY).

Article 1. Allocation of Funds for LIDDA Services for FY 2024

Table 1. FY 2024 Allocation Schedule

General Revenue	Permanency Planning	IDD Crisis Intervention Specialists	IDD Crisis Respite Services	Total Not-to-Exceed FY 2024 Allocation
\$647,087.87	\$19,784.00	\$134,521.00	\$69,808.00	\$883,976.20

Table 2. Required Local Match for FY 2024

Allocations Requiring Local Match	Required %	Required Local Match Amount
\$647,087.87	9%	\$58,237.91

Article 2. Other Services for FY 2024

Table 3

Service Description	FY 2024 Not-to-Exceed Amount
Enhanced Community Coordination 9/1/2023-12/31/2023	\$12,775.33
Enhanced Community Coordination 1/1/2024-8/31/2024	

Article 3. Allocation of Funds for LIDDA Services for FY 2025

Table 4. FY 2025 Allocation Schedule

General Revenue	Permanency Planning	IDD Crisis Intervention Specialists	IDD Crisis Respite Services	Total Not-to-Exceed FY 2025 Allocation

Table 5. Required Local Match for FY 2025

Allocations Requiring Local Match	Required %	Required Local Match Amount

Article 4. Other Services for FY 2025

Table 6

Service Description	FY 2025 Not-to-Exceed Amount
<p>Enhanced Community Coordination 9/1/2024-12/31/2024</p>	
<p>Enhanced Community Coordination 1/1/2025-8/31/2025</p>	

Article 5. Catalog of Financial Domestic Assistance (CFDA) numbers

Table 7

Federal Award	CFDA Number
Enhanced Community Coordination	93.791
Transitional Support Teams (if applicable)	93.791
Medicaid Administrative Claiming	93.778
Habilitation Coordination	93.778

Attachment G Assurances - Non-Construction Programs

OMB Number: 4040-0007

Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in

- accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-

- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost

- of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205).
 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133,"Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Completed on submission to Grants.gov</p>	<p>TITLE</p> <p>Executive Director</p>
<p>APPLICANT ORGANIZATION</p> <p>Pecan Valley MHMR Region</p>	<p>DATE SUBMITTED</p> <p>Completed on submission to Grants.gov</p>

Attachment H Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.


(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of


Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*APPLICANT'S ORGANIZATION Pecan Valley MHR Region	
*PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	*First Name: <input type="text" value="Coke"/> Middle Name: <input type="text"/>
*Last Name: <input type="text" value="Beatty"/>	Suffix: <input type="text"/>
*Title: <input type="text" value="Executive Director"/>	
*Signature: 	*Date: <input type="text" value="August 1, 2023"/>

Attachment I Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which HHSC relies when reporting information to the federal government required under federal law. If HHSC later determines that the Contractor knowingly rendered an erroneous certification, HHSC may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to HHSC if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor: Pecan Valley MHMR	FFATA Contact # 1 Name, Email and Phone Number: Coke Beatty, cbeatty@pecanvalley.org, 817.579.4400
Primary Address of Contractor: 76048-0729	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required www.usps.com	DUNS Number: 9-digits Required www.sam.gov
76048-0729	037890373
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits	
17515321002005	

Printed Name of Authorized Representative Coke Beatty	Signature of Authorized Representative DocuSigned by:  2E5A600ACEAD435...
Title of Authorized Representative Executive Director	Date August 1, 2023

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

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C". If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

John Blum:500000; Mary Redd:50000; Eric Gant:400000; Todd Platt:300000; Sally Tom:300000

Provide compensation information here:

ATTACHMENT J

FORM A Affidavit of Board Member

THE STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned, on this day personally appeared _____
who, being by me duly sworn, deposed as follows: *(Enter Full Name and Credentials)*

My full name is, _____ and I reside at:

County of Residence: _____

Mailing Address: _____

City, State, Zip: _____

I am a Board member of _____

My term of office is *(date)*: _____ to *(date)*: _____

I have read and am familiar with the statutory provisions and [Health and Human Services Commission's] (HHSC) rules relating to qualifications, conflicts of interest, and grounds for removal for members of the board of trustees of a community center, contained in Texas Health and Safety Code, §534.0065; nepotism, contained in Texas Health and Safety Code, §534.0115; accountability for local authority employees and officers, contained in 40 Tex. Admin. Code Chapter 2, Subchapter B (Contracts Management for Local Authorities), §2.54; and standards of administration for boards of trustees contained in 40 Tex. Admin. Code Chapter 1, Subchapter G (Community Centers), §1.310.

I have read and am familiar with Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

I have read and am familiar with the current Performance Contract with HHSC for Fiscal Years 2024 to 2025.

I affirm that I have not and will not participate in any activities that violate conflict of interest or nepotism requirements under Texas law or that violate any standards of administration or standards of conduct requirements under [HHSC] rules.

I affirm that I qualify for appointment to the Board under Texas law.

I affirm that I have not participated in the hiring, nor will I participate in the hiring of a person who is related to any member of the Board by affinity within the second degree or by consanguinity within the third degree.

I agree to report immediately in writing to the Contract Manager any conflict of interest, grounds for removal or disqualification of my membership on the Board that occurs during this fiscal year.

By my signature below, I certify that I have read and understand this document and that the statements that I make herein are correct and complete.

Signature of Board Member

Date

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned Notary Public, on

this _____ day of _____, 20 _____.

Notary Public for the State of Texas

My Commission expires:

INSTRUCTIONS FOR FORM A

All members of the Board of Trustees of a community center that is designated as a Local Intellectual and Developmental Disability Authority (LIDDA) must complete the affidavit and must have a Notary Public notarize the affidavit as indicated.

On the “Affidavit of Board Member” form, the county at the top of the affidavit in the right-hand corner should reflect the county *where the affidavit is being notarized*.

The County of Residence on the “Affidavit of Board Member” form is to be the county of residence for the member. The “Affidavit of Board Member” form is to include the complete mailing address of the member. (The mailing address is to be the address to which all correspondence is to be sent from HHSC and may be different from the home address but may not be an address that can be accessed by any employee of the center.)

This form will be made available electronically.

ATTACHMENT K

FORM B Affidavit of Executive Director

THE STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned, on this day personally appeared

(Enter Full Name and Credentials)

I am Executive Director of _____

located in _____, Texas.

I have read and am familiar with the statutory provisions and the [Health and Human Services Commission's] (HHSC) rules relating to nepotism, conflicts of interest, and standards of conduct contained in Texas Health and Safety Code, Chapter 534, Subchapter A and 40 Tex. Admin. Code Chapter 2, Subchapter B, §2.54.

I have read and am familiar with Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

I have read and am familiar with the current Performance Contract with HHSC for Fiscal Years 2024 and 2025.

I affirm that I am in compliance with the above-referenced statute and rule.

I affirm that I have not participated in the hiring, nor will I participate in the hiring of a person who is related to any member of the Board by affinity within the second degree or by consanguinity within the third degree.

I agree to report immediately in writing to the Contract Manager any conflict of interest that occurs during this fiscal year.

By my signature below, I certify that I have read and understand this document and that the statements that I make herein are correct and complete.

Signature of Executive Director

Date

ACKNOWLEDGED, SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned Notary Public, on this _____ day of _____, 20 _____.

Notary Public for the State of Texas

My Commission expires: _____

INSTRUCTIONS FOR FORM B

The Executive Director of each community center that is designated as a Local Intellectual and Developmental Disability Authority (LIDDA) must complete the affidavit and must have a Notary Public notarize the affidavit as indicated.

On the “Affidavit of Executive Director” form, the county at the top of the affidavit in the right-hand corner should reflect the county *where the affidavit is being notarized*.

This form will be made available electronically.



Form

PCS 515

CONTRACT ROUTING AND APPROVAL REQUEST

Section 1: Contract Information

<input checked="" type="checkbox"/> New Contract Number HHS001333300028		<input type="checkbox"/> Amendment Number _____	
<input type="checkbox"/> New Work Order Number _____		<input type="checkbox"/> Amendment Number _____	
Contractor Legal Business Name: Pecan Valley MHMR Region			
Total Contract Value (Including Renewals) \$1,884,428.22		Note: Contract value is defined as the estimated dollar amount that the agency may be obligated to pay pursuant to the contract and all executed and proposed amendments, extensions and renewals of the contract.	
Requesting Agency/Program HHSC/CS/LAS/IDD Services			
Contract Manager Name Alana Zimmerman		Contract Manager Email alana.zimmerman@hhs.texas.gov	
		Contract Manager Phone 512-206-5036	
Purchaser/Buyer Name _____		Purchaser/Buyer Email _____	
		Purchaser/Buyer Phone _____	

Section 2: CAPPs Approvals

This section contains all contract-specific approvers as designated by Program. These individuals will be inserted into the CAPPs Financials approval process. The minimum required approvers listed in Section 2 must include the contract manager, program staff, and legal approval; legal approval may be provided by email for boilerplate template contracts. All contract-specific approvers, *except for the contract signatory who will review and approve in DocuSign*, must be listed in this section to approve the contract in CAPPs Financials. CAPPs approvals must occur in the order listed below.

Is this a legal approved boilerplate template? Yes No If "Yes" attach Proof of Approval

	Approver Title	Approver Name	Approver E-mail Address
1.	Contract Manager	Alana Zimmerman	alana.zimmerman@hhs.texas.gov
2.	Unit Director	Chad Pomerleau	chad.pomerleau@hhs.texas.gov
3.	Deputy Associate Commissioner	Anne McGonigle	Anne.McGonigle@hhs.texas.gov
4.	Associate Commissioner	Dana McGrath	dana.mcgrath@hhs.texas.gov
5.	Budget Analyst	Rochada Richard-Cross	Rochada.Richard-Cross@hhs.texas.gov
6.	Attorney	Matthew Malerich	Matthew.Malerich@hhs.texas.gov
7.			
8.			
9.			
10.			
11.			

DocuSign Routing Path Begins

Section 3: Internal Required DocuSign Review and Approvals

In addition to the approvals in Section 2 the following approvers are needed consistent with the chart below.

HHSC Contracts

\$10,000,000 up to \$19,999,999

Approver	Name	E-mail Address
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov

\$20,000,000 and over

Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov

OLG Contracts

\$10,000,000 up to \$19,999,999

Approver	Name	E-mail Address
Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov

\$20,000,000 and over

Chief Financial Officer	Trey Wood	Trey.Wood@hhs.texas.gov
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov

DSHS Contracts

\$20,000,000 up to \$49,999,999

Approver	Name	E-mail Address
System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov
DSHS General Counsel	Cynthia Hernandez	Cynthia.Hernandez3@hhs.texas.gov

\$50,000,000 and over

System Contracting Director	Andy Marker	Edward.Marker@hhs.texas.gov
Office of Chief Counsel	Karen Ray	Karen.Ray@hhs.texas.gov



Section 4: DocuSign Signatories

Signatory	Name	E-mail Address
Contractor Signature Authority	Coke Beatty	cbeatty@pecanvalley.org
Additional Contractor Signature Authority*		
Contractor Signature cc		
HHS Signature Authority	Haley Turner	Haley.Turner@hhs.texas.gov
HHS Signature Authority cc	Chad Pomerleau	chad.pomerleau@hhs.texas.gov
General Inbox cc	IDD Performance Contracts M	iddperformance.contracts@hhsc.state.tx.us

* If adding an additional contractor signature authority, please provide instructions on which documents need to be completed by this individual.

INSTRUCTIONS**PURPOSE**

To direct HHS contracts, work orders, amendments, renewals, and extensions through the routing and approval process.

WHEN TO PREPARE THIS FORM

This form shall be completed for any document requiring CAPPs Financials approval routing and for DocuSign contract signature routing. Program area shall adhere to any HHS Circular-046 requirements to complete the form prior to submission to Procurement and Contracting Services Quality Assurance ("PCS QA").

PROCEDURE TO COMPLETE PCS 515**Section 1: To be completed by Program.**

This section contains necessary contract information.

Section 2: To be completed by Program.

This section contains all contract-specific approvers as designated by Program. These individuals will be inserted into the CAPPs Financials approval process. The minimum required approvers listed in Section 2 must include the contract manager, program staff, and legal approval. All contract-specific approvers, ***except for the contract signatory who will review and approve in DocuSign***, must be listed in this section to approve the contract in CAPPs Financials. CAPPs approvals must occur in the order listed in Section 2.

DocuSign Routing Path Begins**Section 3: Required Approvals.**

This section contains all required Office of Chief Counsel and Chief Financial Officer approvals based on contract value.

Section 4: To be completed by Program.

This section shall contain all required contract signatory information. These individuals will be inserted into the DocuSign routing path.

Contract ID HHS001333300028

SetID HHSTX

Supplier PECAN VALLEY MHMR REGION

[Review/Edit Approvers](#)

Contract Document Approval

▼ :Approved

Contract Document Approval

Approved ✓	Zimmerman, Alana Contract Manager/Buyer 07/26/23 - 1:28 PM	→	Approved ✓	Pomerleau, Chad Inserted Approver 07/26/23 - 8:45 PM	→	Approved ✓	Mcgonigle, Anne Inserted Approver 07/27/23 - 7:59 PM	→	Approved ✓	Mcgrath, Dana Lynn Inserted Approver 07/28/23 - 9:17 AM	→	Approved ✓	Richard-Cross, Rochada L Inserted Approver 07/28/23 - 5:44 PM
----------------------	--	---	----------------------	--	---	----------------------	--	---	----------------------	---	---	----------------------	---

From: [Pomerleau,Chad \(HHSC\)](#)
To: [Arce,Dora A \(HHSC\)](#); [Hernandez,Mariana \(HHSC\)](#); [Zimmerman,Alana \(HHSC\)](#); [Flores,Sarah \(HHSC\)](#); [Jalomo,Monica \(HHSC\)](#); [McGonigle,Anne \(HHSC\)](#); [Hernandez,Marselena \(HHSC\)](#); [Basile,Holly \(HHSC\)](#); [Gonzales,Vince \(HHSC\)](#)
Subject: FW: For Review || LIDDA Contract Template || 7-12-23 Draft*
Date: Thursday, July 20, 2023 2:53:35 PM

Hi folks,

Thank you so much for all your work, patience, and support getting us to this point! It is my understanding that this email represents final legal approval to proceed with processing FY 24 LIDDA performance contracts.

We are still finalizing some late roster changes that will save us a time and duplication. As soon as we have that, which I hope will be soon, we will proceed with development.

Thank you!!!

Chad Pomerleau

Director, IDD Contract Management Unit

909 W. 45th St., Bldg. 552 | Austin, Texas 78751

Work cell (512) 658-7514 | chad.pomerleau@hhs.texas.gov

From: Kenward,Carrie (HHSC) <Carrie.Kenward@hhs.texas.gov>
Sent: Thursday, July 20, 2023 2:02 PM
To: Pomerleau,Chad (HHSC) <Chad.Pomerleau@hhs.texas.gov>
Cc: McGonigle,Anne (HHSC) <Anne.McGonigle@hhs.texas.gov>; Malerich,Matthew (HHSC) <Matthew.Malerich@hhs.texas.gov>
Subject: RE: For Review || LIDDA Contract Template || 7-12-23 Draft*

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Chad,

Data Governance has approved the following clause currently residing in the 7-19-23 version of the Program's Special Conditions document:

5.9 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 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. Additionally, LIDDAs are responsible for complying with CFR regarding storage or exchange of protected health information. In the event that the LIDDA is unsure whether information may be shared, please contact the HHSC's IDD Contract Management Unit at IDDPeformance.Contracts@hhsc.state.tx.us.

With that review, the outstanding item noted in Matthew's 7-19-23 email is complete.

Cordially,

Carrie S. Kenward | Associate Director

System Contracting | Legal Services Division

4601 W. Guadalupe St. | Mail Code: 8067

Austin, Texas 78751

Office: (512) 487-3427

OCC Partner Sharepoint | www.hhs.texas.gov | www.dshs.texas.gov

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From: Pomerleau,Chad (HHSC) <Chad.Pomerleau@hhs.texas.gov>
Sent: Wednesday, July 19, 2023 9:22 PM
To: Malerich,Matthew (HHSC) <Matthew.Malerich@hhs.texas.gov>
Cc: McGonigle,Anne (HHSC) <Anne.McGonigle@hhs.texas.gov>; Kenward,Carrie (HHSC) <Carrie.Kenward@hhs.texas.gov>
Subject: RE: For Review || LIDDA Contract Template || 7-12-23 Draft

Thank you, Matthew and Carrie.

We will look for the final word tomorrow. And thank you for all your help getting to this point and keeping us moving forward; it has meant a whole lot to my team.

Chad Pomerleau

Director, IDD Contract Management Unit

909 W. 45th St., Bldg. 552 | Austin, Texas 78751

Work cell (512) 658-7514 | chad.pomerleau@hhs.texas.gov

<< OLE Object: Picture (Device Independent Bitmap) >>

From: Malerich,Matthew (HHSC) <Matthew.Malerich@hhs.texas.gov>
Sent: Wednesday, July 19, 2023 9:14 PM
To: Pomerleau,Chad (HHSC) <Chad.Pomerleau@hhs.texas.gov>
Cc: McGonigle,Anne (HHSC) <Anne.McGonigle@hhs.texas.gov>; Kenward,Carrie (HHSC) <Carrie.Kenward@hhs.texas.gov>
Subject: RE: For Review || LIDDA Contract Template || 7-12-23 Draft

Chad:

Please find attached, the completed LIDDA ILC Template with all tracked changes accepted.

Please note the additions that Carrie and myself made to Article V of the Signature Document regarding Contract funding and exercised renewals.

As discussed yesterday, Carrie is awaiting further review by OCC Data

Governance regarding Section 5.9, Exchange of Protected Health Information, of Attachment D to the ILC Template. Carrie will advise further once she receives advisement by OCC Data Governance.

As Carrie and myself have advised, System Contracting's review of the ILC Template was conducted under expedited conditions to meet Program's legal review timeline, and accordingly, there was not sufficient time to conduct a comprehensive legal review of the Special Conditions to (1) ensure special terms are aligned with current 2 CFR § 200 requirements, TxGMS, Program-specific law, etc. or (2) verify that cross references are correct.

Thank you

<< File: Attachment E - SOW.docx >> << File: Attachment D - LIDDA Special Conditions.docx >> << File: Attachment C - UTCs.pdf >> << File: Attachment B - Contract Affirmations.docx >> << File: Attachment A - DUA.pdf >> << File: FY24-FY25 Signature Page.docx >> << File: Attachment K - Form B.doc >> << File: Attachment J - Form A.doc >> << File: Attachment I - FFATA.docx >> << File: Attachment H - Lobbying.docx >> << File: Attachment G - Assurances.docx >> << File: Attachment F - Budget.docx >>

Matthew Malerich | Attorney

System Contracting | Legal Services Division

4601 W. Guadalupe St. | Mail Code: 8067

Austin, TX 78751

Cell: (512) 995-9693

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From: Pomerleau,Chad (HHSC) <Chad.Pomerleau@hhs.texas.gov>

Sent: Wednesday, July 19, 2023 4:24 PM

To: Malerich,Matthew (HHSC) <Matthew.Malerich@hhs.texas.gov>

Cc: McGonigle,Anne (HHSC) <Anne.McGonigle@hhs.texas.gov>; Kenward,Carrie (HHSC) <Carrie.Kenward@hhs.texas.gov>

Subject: RE: For Review || LIDDA Contract Template || 7-12-23 Draft

<< File: Attachment D - LIDDA Special Conditions 7.19.2023 CP.docx >>

Hi Matthew, looping in Carrie who was also asking for information about the table and lawsuit, and my boss who is also back in the office and whom I'm trying to keep up to date on the status of this project. Please let me know if either comment needs more or if I missed anything.

Thanks again for all your work on this. I feel like we may be able to see the finish line!

Chad Pomerleau

Director, IDD Contract Management Unit

909 W. 45th St., Bldg. 552 | Austin, Texas 78751

Work cell (512) 658-7514 | chad.pomerleau@hhs.texas.gov

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From: Malerich,Matthew (HHSC) <Matthew.Malerich@hhs.texas.gov>

Sent: Wednesday, July 19, 2023 4:00 PM

To: Pomerleau,Chad (HHSC) <Chad.Pomerleau@hhs.texas.gov>

Subject: RE: For Review || LIDDA Contract Template || 7-12-23 Draft

<< File: Attachment D - LIDDA Special Conditions 7.14.2023.docx >>

Chad, please address my two further comments to you in the attached Attachment D and then resend.

Matthew Malerich | Attorney

System Contracting | Legal Services Division

4601 W. Guadalupe St. | Mail Code: 8067

Austin, TX 78751

Cell: (512) 995-9693

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This message may contain confidential information. If you received this message in error, please notify me immediately and then delete the message.

From: Pomerleau,Chad (HHSC) <Chad.Pomerleau@hhs.texas.gov>
Sent: Wednesday, July 19, 2023 9:01 AM
To: Malerich,Matthew (HHSC) <Matthew.Malerich@hhs.texas.gov>
Subject: FW: For Review || LIDDA Contract Template || 7-12-23 Draft

Chad Pomerleau

Director, IDD Contract Management Unit

909 W. 45th St., Bldg. 552 | Austin, Texas 78751

Work cell (512) 658-7514 | chad.pomerleau@hhs.texas.gov

<< OLE Object: Picture (Device Independent Bitmap) >>

From: Pomerleau,Chad (HHSC)
Sent: Friday, July 14, 2023 5:20 PM
To: Kenward,Carrie (HHSC) <Carrie.Kenward@hhs.texas.gov>
Cc: Flores,Sarah (HHSC) <Sarah.Flores01@hhs.texas.gov>; AshworthMazerolle,Christine (HHSC) <Christine.AshworthMazerolle@hhs.texas.gov>; Jahnke,Jason (HHSC) <Jason.Jahnke@hhs.texas.gov>
Subject: RE: For Review || LIDDA Contract Template || 7-12-23 Draft

<< File: Attachment D - LIDDA Special Conditions 7.14.2023.docx >> << File: Attachment E - SOW 7.12.2023 sf.docx >> << File: FY24-FY25 Signature Page 7.12.2023 cp.docx >>

Hi Carrie – attached is our edited document set. We were able to resolve most comments. The sanctions table is a possible point for discussion, but the background is complex, so a call might be best? We have a couple other points in which we have explained a preference. Just let me know if

what we have provided is inadequate on any point or if we need to discuss the sanctions.

Thank you,

Chad Pomerleau

Director, IDD Contract Management Unit

909 W. 45th St., Bldg. 552 | Austin, Texas 78751

Work cell (512) 658-7514 | chad.pomerleau@hhs.texas.gov

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From: Pomerleau,Chad (HHSC)

Sent: Wednesday, July 12, 2023 4:52 PM

To: Kenward,Carrie (HHSC) <Carrie.Kenward@hhs.texas.gov>

Cc: Flores,Sarah (HHSC) <Sarah.Flores01@hhs.texas.gov>; AshworthMazerolle,Christine (HHSC) <Christine.AshworthMazerolle@hhs.texas.gov>; Jahnke,Jason (HHSC) <Jason.Jahnke@hhs.texas.gov>

Subject: RE: For Review || LIDDA Contract Template || 7-12-23 Draft

Thank you Carrie. We will be reviewing and will respond quickly.

Chad Pomerleau

Director, IDD Contract Management Unit

909 W. 45th St., Bldg. 552 | Austin, Texas 78751

Work cell (512) 658-7514 | chad.pomerleau@hhs.texas.gov

<< OLE Object: Picture (Device Independent Bitmap) >>

From: Kenward,Carrie (HHSC) <Carrie.Kenward@hhs.texas.gov>

Sent: Wednesday, July 12, 2023 4:01 PM

To: Pomerleau,Chad (HHSC) <Chad.Pomerleau@hhs.texas.gov>

Cc: Flores,Sarah (HHSC) <Sarah.Flores01@hhs.texas.gov>; AshworthMazerolle,Christine

(HHSC) <Christine.AshworthMazerolle@hhs.texas.gov>; Jahnke,Jason (HHSC)
<Jason.Jahnke@hhs.texas.gov>

Subject: For Review || LIDDA Contract Template || 7-12-23 Draft

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RE: Local Intellectual and Developmental Disability Authority (LIDDA)
Performance Contract Template

All,

For consideration, please see attached for comments to the Signature Document and the Special Conditions (Attachment D).

For the SOW (Attachment E), recommend that A-21 and A-22 be reviewed and, as appropriate revised to remove the duplication of the following text (which is stated twice in each section): While no additional funding is being allocated for FY 2024, FY 2023 funding may be used in FY 2024.

Given the time frame for review, there is not sufficient time to conduct a comprehensive legal review of the Special Conditions to (1) ensure special terms are aligned with current 2 CFR § 200 requirements, TxGMS, Program-specific law, etc. or (2) verify that cross references are correct.

Please let me know if there are any questions or concerns while Matthew is out of the office.

<< File: FY24-FY25 Signature Page mnm 7-9-23.AM.redline.docx >> << File: Attachment D - LIDDA Special Conditions mnm 7-9-23.AM.redline.docx >>

<< File: Attachment A - DUA.pdf >> << File: Attachment B - Contract Affirmations.docx >> << File: Attachment C - UTCs.pdf >> << File: Attachment E - SOW mnm 7-9-23.docx >> << File: Attachment F - Budget mnm 7-9-23.docx >>

<< File: Attachment G - Assurances.docx >> << File: Attachment H - Lobbying.docx >> << File: Attachment I - FFATA.docx >> << File: Attachment J - Form A mnm 7-9-23.doc >>

Cordially,

Carrie S. Kenward | Associate Director

System Contracting | Legal Services Division

4601 W. Guadalupe St. | Mail Code: 8067

Austin, Texas 78751

Office: (512) 487-3427

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Subject: New \$1,884,428.22; HHS001333300028; Pecan Valley MHMR Region; HHSC/CS/LAS/IDD Services	
Procurement Number:	
Source Envelope:	
Document Pages: 241	Signatures: 5
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1100 W. 49th St.
	Austin, TX 78756
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 168.60.132.64

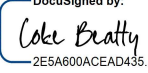
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Storage Appliance Status: Connected	Pool: Texas Health and Human Services Commission	Location: DocuSign

Signer Events

Coke Beatty
cbeatty@pecanvalley.org
Executive Director
Pecan Valley MHMR Region
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

2E5A600ACEAD435...
Signature Adoption: Pre-selected Style
Using IP Address: 12.228.205.131

Timestamp

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Signed: 8/1/2023 6:27:15 PM

Electronic Record and Signature Disclosure:
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Haley Turner
haley.turner@hhs.texas.gov
Deputy Executive Commissioner
Security Level: Email, Account Authentication (None)

DocuSigned by:

E73A72F097BF479...
Signature Adoption: Pre-selected Style
Using IP Address: 162.197.24.197
Signed using mobile

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Signed: 8/1/2023 7:47:16 PM

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Editor Delivery Events **Status** **Timestamp**

Agent Delivery Events **Status** **Timestamp**

Intermediary Delivery Events **Status** **Timestamp**

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IDD Performance Contracts Mailbox iddperformance.contracts@hhsc.state.tx.us Security Level: Email, Account Authentication (None)		Sent: 8/1/2023 4:24:49 PM
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Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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Alana Zimmerman
alana.zimmerman@hhs.texas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign



Sent: 8/1/2023 4:24:49 PM
Viewed: 8/2/2023 1:27:48 PM

Chad Pomerleau
chad.pomerleau@hhs.texas.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign



Sent: 8/1/2023 6:27:21 PM
Viewed: 8/1/2023 8:57:53 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/1/2023 4:24:49 PM
Certified Delivered	Security Checked	8/1/2023 7:47:04 PM
Signing Complete	Security Checked	8/1/2023 7:47:16 PM
Completed	Security Checked	8/1/2023 7:47:16 PM

Payment Events	Status	Timestamps
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