INTERLOCAL COOPERATION CONTRACT
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. _____

THE HEALTH AND HUMAN SERVICES COMMISSION ("System Agency") and *** ("Local Government," "Local Intellectual and Developmental Disability Authority" or "LIDDA"), each a "Party" and collectively the "Parties," enter into the following LIDDA Performance Contract (the "Contract") pursuant to the provisions of the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code, and Chapters 533A and 534 of the Texas Health and Safety Code.

I. PARTIES

System Agency	Local Government
Name: Health and Human Services Commission	Name:
Address: 701 W.51st Street	Address:
City and Zip: Austin, 78751	City and Zip:
Contact Person: Lona Carter	Contact Person:
Telephone: 512.438.3473	Telephone:
Fax number: 512.438.2180	Fax number:
E-Mail Address: lona.carter@hhsc.state.tx.us	E-Mail Address:
Agency Number: 529	Agency Number:
	Component Code:

II. STATEMENT OF SERVICES TO BE PROVIDED

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

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on September 1, 2017, and terminates on August 31, 2019, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

IV. AMENDMENT

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

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of System Agency's share of this Contract for fiscal year 2018 shall not exceed $ _____ $ 00.00). The LIDDA's share of this Contract for fiscal year 2018, the local match, is $ _____ $ 00.00). The total value of this Contract for fiscal year 20018 shall not exceed $ _____ $ 00.00). Specific information related to each party's share of the contract value are identified in **Attachment B-Budget/Required Local Match**.

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

VI. LEGAL NOTICES

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

System Agency
Health and Human Services Commission
4405 N. Lamar Blvd.
Austin, TX 78751
Attention: Office of the Chief Counsel

Local Government
[Local Government Name]
[Local Government Address]
[City, State ZIP]
Attention:

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

VII. CERTIFICATIONS

The undersigned contracting parties certify that:

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

(2) each Party executing this Contract on its behalf has full power and authority to enter into this Contract;

(3) the proposed arrangements serve the interest of efficient and economical administration of state government; and

(4) the services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO.

SYSTEM AGENCY	LOCAL GOVERNMENT
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date of Signature	Date of Signature

THE FOLLOWING ATTACHMENTS TO THIS SYSTEM AGENCY CONTRACT ARE HEREBY INCORPORATED BY REFERENCE:

ATTACHMENT A-1: Statement of Work
ATTACHMENT A-2: Performance Measures and Outcome Targets
ATTACHMENT A-3: Description of IDD Services
ATTACHMENT A-4: PASSR Requirements and Enhanced Community Coordination
ATTACHMENT A-5: HCS and TxHmL Interest Lists Maintenance
ATTACHMENT A-6: Medicaid Program Enrollment Requirements
ATTACHMENT A-7: Options for IDD Services and Supports
ATTACHMENT A-8: IDD Submission Calendar
ATTACHMENT A-9: Guidelines for Determining and Changing Designated LIDDA
ATTACHMENT A-10: Guidelines for Determining Less Restrictive Setting
ATTACHMENT A-11: Community First Choice (CFC): Assessments, Service Planning and Service Coordination
ATTACHMENT A-12: Medicaid Estate Recovery Program
ATTACHMENT A-13: Permanency Planning Requirements
ATTACHMENT A-14: Relevant Rules Grid for Provider of LIDDAs
ATTACHMENT A-15: Voter Registration
ATTACHMENT A-16: UGMS Allowable Costs
ATTACHMENT A-17: Crisis Respite
ATTACHMENT A-18: Crisis Intervention Specialist

ATTACHMENT B: Budget/ Required Local Match
ATTACHMENT C: Uniform Terms and Conditions, Local Government, Version 2.12
ATTACHMENT D: Local Intellectual and Developmental Disability Authority (LIDDA) Special Conditions
ATTACHMENT E: Data Use Agreement
ATTACHMENT F: Assurances - Non-Construction Programs
ATTACHMENT G: Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
ATTACHMENT H: (THIS WILL BE CUSTOMIZED AND SHOULD BE REMOVED IF A LIDDA DOES NOT HAVE A SPECIAL TERM AND CONDITION)

FORM A: Affidavit of Board Member
FORM B: Affidavit of Executive Director
FORM D: Certification Regarding Lobbying

ATTACHMENT A-1
STATEMENT OF WORK

ARTICLE 1 DESIGNATION AND DELEGATION OF AUTHORITY

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

1.2 Pursuant to Tex. Health and Safety Code §533A.035(a), System Agency hereby delegates to the LIDDA the authority and responsibility for planning, policy development, coordination, including coordination with criminal justice entities, resource allocation, and resource development for and oversight of intellectual and developmental disability (IDD) services in the most appropriate and available setting to meet individual needs in the LSA.

ARTICLE 2 REQUIREMENTS OF THE LIDDA

2.0 Authority Functions

2.1 Local Planning

2.1.1 LIDDA shall conduct local planning in the LSA as follows:

(a) LIDDA shall develop and implement a local plan that is:

i. consistent with the strategic priorities referenced in the System Agency Strategic Plan at https://hhs.texas.gov/health-and-human-services-strategic-plan-2015-2019; and

ii. in accordance Tex. Health and Safety Code §533A.0352.

(b) LIDDA shall post the current local plan on the LIDDA's Internet website or the website of one of the LIDDA's local sponsoring agencies.

(c) Through its local board, the LIDDA shall appoint, charge, and support one or more Planning and Network Advisory Committees (PNACs). The role of the PNAC is to represent the perspectives of individuals, family members and other stakeholders on the provision of services and supports. The PNAC ensures that stakeholders' input plays a significant role in the local planning and networking process as well as in policy making and service delivery design. It acts as a liaison between the local board and community by advocating for community needs, and becoming a catalyst for a broader scope of participation.

(d) The PNAC must be composed of at least nine members, fifty percent of whom shall be Individuals or family members of Individuals, including family members of children or adolescents, or another composition approved by Health and Human Services Commission (System Agency). 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.

(e) PNAC members must be objective and avoid even the appearance of conflicts of interest in performing the responsibilities of the committee

(f) LIDDA shall establish outcomes and reporting requirements for each PNAC in accordance with relevant portions of the *Guidelines for Local Service Area Planning*.

(g) 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*.

(h) LIDDA may develop alliances with other LIDDAs to form regional PNACs; and

(i) LIDDA may develop a combined IDD and mental health PNAC. If the LIDDA develops such a PNAC, the fifty percent individual and family member representation must consist of equal numbers of mental health and IDD individuals and family members.

2.1.2 Policy Development

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

2.1.3 Coordination

2.1.3.1 LIDDA shall ensure coordination of services within the LSA. Such coordination must ensure collaboration with other agencies, criminal justice entities, other child-serving agencies (e.g., Texas Education Agency (TEA), Department of Family and Protective Services (DFPS)), family advocacy organizations, local businesses, and community organizations.

2.1.3.2 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.

2.1.3.3 LIDDA shall provide individuals a choice among all eligible network providers.

2.1.3.4 LIDDA shall participate in the Community Resource Coordination Group for Children and Adolescents (CRCG) and the Community Resource Coordination Group for Adults (CRCGA) in the LSA, in accordance with the memorandum of understanding, described in the CRCG - MOU, required by the Tex. Gov't Code §531.055 (regarding Memorandum of Understanding on Services for Persons Needing Multiagency Services), by providing one or more representatives to each group with authority and expertise in IDD services.

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

2.1.3.6 LIDDA shall cooperate with TEA in individual transition planning for child and adult individuals receiving special education services, in accordance with 34 CFR §300.320(b), Definition of individualized education program, §300.321(b), IEP Team.

2.1.4 Resource Development

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

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

2.1.5 Resource Allocation

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

2.1.5.2 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.

2.1.6 Oversight of IDD Services

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

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

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

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

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

2.1.6.6 LIDDA shall respond appropriately to provider complaints and appeals.

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

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

i. Involving stakeholders in the quality management program;
ii. Measuring, assessing, and improving the LIDDA's authority functions;
iii. Measuring, assessing, and improving the services provided by or through the LIDDA;
iv. Measuring, analyzing, and improving service capacity and access to services;
v. Measuring, assessing, and reducing critical incidents and incidents of individual abuse, neglect and exploitation and improving the individual rights protection process;
vi. Assessing and improving the process for reviewing rights restrictions; and
vii. Measuring, assessing, and improving the accuracy of data reported by the LIDDA.

(b) Make the current Quality Management Plan available to System Agency staff and to the public upon request.

(c) For a deficiency identified by System Agency related to critical health, safety, rights, or abuse and neglect, LIDDA shall immediately correct the deficiency and within five business days after receipt of a request from System Agency, 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 Attachment A-8 (IDD Submission Calendar), to System Agency for approval.

(d) Within 30 days after receipt of a request from System Agency, develop a CAP that adequately addresses the correction of a deficiency other than one related to critical health, safety, rights, or abuse and neglect that was identified by System Agency 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 Attachment A-8 (IDD Submission Calendar), to System Agency for approval.

2.1.7 Other LIDDA Functions

2.1.7.1 In addition to other LIDDA functions described in Section 2.1-2.1.6 of this Attachment A-1, the following are also considered to be authority functions:

(a) LIDDA shall provide screening, eligibility determination; and service coordination as described in Attachment A-3 (Description of IDD Services) to this Contract;
(b) LIDDA shall maintain the LIDDA's HCS/TxHmL Interest List as described in Attachment A-5 (HCS and TxHmL Living Interest Lists Maintenance) to this Contract;
(c) LIDDA shall be responsible for enrollments in Medicaid programs as described in Attachments A-6 (Medicaid Program Enrollment Requirements) and A-12 (Medicaid Estate Recovery Program); and
(d) LIDDA shall conduct intake activities and provide an explanation of IDD services and supports as described in Attachment A-7 (Options for IDD Services and Supports);
(e) LIDDA shall provide permanency planning, as described in Attachment A-13 (Permanency Planning Requirements) to this Contract; and

(f) LIDDA shall ensure the provision of crisis respite in the LIDDA's local service area accordance with the requirements stated in Attachment A-17 (Crisis Respite) of this Contract; and
(g) LIDDA shall assign one full-time employee or contract employee as a lead crisis intervention specialist to oversee all activities required by Attachment A-18 (Crisis Intervention Specialist) of this Contract.

2.1.8 LIDDA shall supervise and ensure the provision of IDD services identified in Attachment A- 3 (Description of IDD Services) to the following individuals located within the LSA:

2.1.8.1 LIDDA Priority Population

2.1.8.1.1 In accordance with the definition of "LIDDA priority population" found in 40 Tex. Admin. Code, Chapter 5, Subchapter D, § 5.5153(17) (Diagnostic Assessment), LIDDA priority population is a group comprised of persons who meet one or more of the following descriptions:

(a) A person with an intellectual disability, as defined by Tex. Health and Safety Code §591.003(15-a);
(b) A person with autism spectrum disorder, as defined in the Diagnostic and Statistical Manual of Mental Disorders;
(c) A person with a related condition, listed in https://hhs.texas.gov/stites/hhs/files/documents/laws-regulations/handbooks/dbmd/res/icd10-codes-1.pdf, who is eligible for, and enrolling in services in the ICF/IID Program, Home and Community-based Services (HCS) Program, or Texas Home Living (TxHmL) Program
(d) A nursing facility resident who is eligible for specialized services for intellectual disability or a related condition pursuant to Section 1919(e)(7) of the Social Security Act;
(e) A child who is eligible for Early Childhood Intervention services through the System Agency; and
(f) A person diagnosed by an authorized provider as having a pervasive developmental disorder through a diagnostic assessment completed before November 15, 2015.

2.1.8.2 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 Attachment A-3 (Description of IDD Services), as appropriate for the individual's level of need, eligibility for a particular service, and the availability of that service.

2.1.8.3 Since resources are insufficient to meet the service needs of every individual in the priority population, services should be provided to meet the most intense needs first. Intense needs are determined as follows:

(a) an individual is in danger or at risk of losing his or her support system, especially the living arrangement or supports needed to maintain self;
(b) an individual is at risk of abuse or neglect;
(c) an individual's basic health and safety needs not being met through current supports;
(d) an individual is at risk for functional loss without intervention or preventive or maintenance services; or
(e) an individual demonstrates repeated criminal behavior.

2.1.8.4 Miscellaneous

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

2.2 General Program

2.2.1 LIDDA shall provide services to all individuals without regard to the individual's criminal history.

2.2.2 LIDDA shall provide individual benefits assistance in accordance with Section 2.2.2.1 through 2.2.2.9 of this Attachment A-1 of the Contract and comply with Tex. Health and Safety Code §533A.008(e) regarding individual benefits training.

2.2.2.1 LIDDA shall ensure at least one staff member receives training that is provided semi-annually through the Texas Council's Individual Benefits Organization;

2.2.2.2 LIDDA shall identify a staff member designated by LIDDA to serve as a liaison to Health and Human Services Disability Determination Services;

2.2.2.3 LIDDA shall annually screen all current individuals to determine their potential eligibility for Supplemental Security Income (SSI), Social Security Disability Income (SSDI), and Medicaid;

2.2.2.4 LIDDA shall screen all new individuals found eligible for services to determine their potential eligibility for SSI, SSDI, and Medicaid;

2.2.2.5 LIDDA shall ensure a staff member who has received the training required in Section 2.2.2.1 of this Attachment A-1 of the Contract reviews all cases screened as having low eligibility potential to determine the screening's accuracy;

2.2.2.6 LIDDA shall ensure all cases reviewed and determined to have moderate to high eligibility potential for Medicaid, SSDI and SSI will be assisted with the benefits applications;

2.2.2.7 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).

2.2.2.8 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

2.2.2.9 LIDDA shall identify staffing that is adequate to ensure sufficient focus and capacity to provide benefits assistance in accordance with the requirements in Sections 2.2.2.1 - 2.2.2.8 of this Attachment A-1. Referral to contractors paid on contingency fees for benefits assistance does not meet the requirements of this Section 2.2.2.

2.2.3 LIDDA shall ensure all service coordinators are trained in job duties as outlined in this Performance Contract, and have access to and use of a complete copy of this Performance Contract, including Attachments. System Agency will post the Contract on the Agency website.

2.2.3.1 LIDDA shall ensure all service coordinators are able to access and use http://www.211texas.org/.

2.2.4 LIDDA, as requested by System Agency, shall assist in transferring a individual's Intermediate Care Facility for Individuals with an Intellectual Disability or Related Condition (ICF/IID) Program, Home and Community-based Services Program (HCS) or Texas Home Living (TxHmL) Program services, or financial management services agency services from one provider to another due to closure of the provider's facility or termination of the provider's contract.

2.2.5 LIDDA shall provide meaningful access to its programs, services, and activities and ensure adequate communication through language assistance services for individuals and legally authorized representatives (LARs) with limited English proficiency, sensory impairments, and/or speech impairments.

2.2.6 LIDDA shall cooperate with other LIDDAs, Area Agencies on Aging (AAAs), and System Agency local community services regional offices to ensure efficient access and intake processes for all System Agency services and programs.

2.2.7 LIDDA shall cooperate with Managed Care Organizations (MCOs) to ensure efficient access and intake and programmatic processes for all System Agency services and programs and Community First Choice (CFC) services.

2.2.8 This Contract, including the Attachments, reference CARE (Client Assignment and Registration). Certain functions of CARE may transition to new data management systems during the contract period stated in Section III of the Signature Document (Contract Period and Renewal). The impacted functions and the effective date of the transition will be communicated to the LIDDA at a later date. Such communication will include a crosswalk identifying the data management system to the applicable contract provision. The provisions of the crosswalk (relating to which data management system applies) shall take precedence over those identified in this Contract.

2.2.9 LIDDA shall establish a public phone number for each county in the LSA to access IDD services and ensure the phone number remains dedicated for that purpose and is not reassigned. LIDDA may have the same phone number for more than one county. The phone number(s) for the county or counties must be submitted on Form S (Contact List). Form S may be obtained upon request from the System Agency IDD Performance Units Contracts Section.

2.3 IDD SERVICES

2.3.1 LIDDA shall meet the quarterly IDD Community Service Target as identified in Attachment A-2 (Performance Measures and Outcome Targets).

2.3.2 LIDDA shall meet the quarterly performance measures and outcome targets as identified in Attachment A-2 (Performance Measures and Outcome Targets).

2.3.3 LIDDA shall obtain written approval from System Agency prior to using contract funds to:

(a) develop a new residential program location; or
(b) provide residential services to an individual.

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

(a) Contract with System Agency to participate in Targeted Case Management (TCM) (i.e., service coordination for Medicaid recipients and Preadmission Screening and Residential Review (PASRR)) and contract with System Agency 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 System Agency may grant a temporary increase in the enrollment capacity in accordance with Attachment A-6 (Medicaid Program Enrollment Requirements), Section 1.2.14 of this Contract.

(c) Perform the enrollment for the waiver programs in accordance with Attachment A-6 (Medicaid Program Enrollment Requirements) and System Agency rules governing the HCS Program and the TxHmL Program.

(d) Perform the Medicaid Estate Recovery Program (MERP) responsibilities in accordance with Attachment A-12 (Medicaid Estate Recovery Program).

(e) Refrain from providing TCM to an individual who is receiving TCM through the local mental health authority.

(f) Enter into an agreement with managed care organizations (MCOs) in their local service areas related to eligibility determinations, assessments, and service coordination for certain individuals participating in Community First Choice (CFC).

(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 a state supported living center (SSLC) with completing a move from the SSLC within 180 days after the interdisciplinary team (IDT) refers the resident for community placement (as indicated on the CARE XPTR report HC023200).

(i) Provide services to individuals referred by the Texas Youth Commission, in accordance with 37 Tex. Admin. Code Chapter 380, Subchapter B, Division 2, Programming for Youth with Specialized Treatment Needs, §380.8779,

(relating to Discharge of Non-sentenced Offenders with Mental Illness or Intellectual Disability).

(j) Ensure the provision of all required services identified in Attachment A-3 (Description of IDD Services) each quarter.

(k) 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.

(l) Review annually with each individual currently receiving General Revenue services or the individual's LAR the *Explanation of IDD Services and Supports* referenced in Attachment A-7 (Options for IDD Services and Supports).

(m) Ensure LIDDA staff monitoring an individual who is on community placement status from an SSLC complies with the applicable requirements of §2.278 of 40 Tex. Admin. Code, Chapter 2, Subchapter F (Continuity of Services—State [IDD] Facilities).

(n) Submit the first written report required by §2.278 of 40 Tex. Admin. Cod to the SSLC within the first 90 days after the individual has moved from the SSLC and submit subsequent reports at least every 90 days thereafter for the duration the LIDDA is responsible for monitoring the individual in accordance with §2.278.

(o) Access the long-term services and supports (LTSS) screening portal on a routine basis, acknowledge receipt of a referral within 14 calendar days after the referral was transmitted to the LIDDA, and follow up on the referral in accordance with the LIDDA's established processes.

2.4 ADMINISTRATIVE

2.4.1 LIDDA shall designate a medical specialist who is a:

(a) registered nurse;
(b) advance practice nurse;
(c) physician's assistant; or
(d) medical doctor.

2.4.2 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.

2.4.3 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.

2.4.4 LIDDA shall maintain access to the following System Agency databases:

(a) Community Services Interest List (CSIL);
(b) Client Assignment and Registration System (CARE)
(c) Texas Medicaid & Healthcare Partnership (TMHP)
(d) Intellectual and Development Disabilities and Behavioral Health Outpatient Warehouse (MBOW)
(e) Secure File Transfer Protocol (SFTP);
(f) Service Authorization System Online (SASO); and
(g) Any other applicable databases or applications.

2.4.5 Designate and report all LIDDA contacts listed on the Form S.

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

(a) a complete list of program sites (which include program sites of contract providers) in which the LIDDA is providing services funded by general revenue services;
(b) a process for a designated LIDDA staff to contact System Agency in a timely manner with details of an emergency, actions taken, and any future plans (e.g., a plan to evacuate individuals to another location;
(c) methods to physically protect or recover individuals' records;
(d) a training program for all staff on emergency situations (within 30 days of employment and annually) and a requirement for quarterly drills and post-drill evaluation;
(e) a process for post-emergency evaluation of emergency plan's effectiveness, including incorporating improvement activities;
(f) a process by which the LIDDA can produce a complete list of individuals receiving services at each program site, the names and phone numbers of their emergency contacts, the level of assistance needed by individuals, any special needs of individuals (e.g., types of medication), and individuals' durable medical equipment or assistive devices;
(g) LIDDA staff who have access to a list of:

i. Names of all direct service LIDDA staff with their home addresses and personal telephone numbers; and
ii. one contact number for each contractor;

(h) the process to update staff and individual information (e.g., departing staff and individuals are deleted from the list, new staff and their roles and responsibilities are added to the list, new individuals are added to the list, changing needs of a individual);

(i) an emergency plan for each program site that addresses relevant emergencies appropriate to the program site's services, individuals, and geographic location. A program site emergency plan must:

i. **c**learly identify the roles and responsibilities of specific staff during each type of emergency addressed in the plan;
ii. 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
iii. include an evacuation plan for each type of emergency addressed by the plan, which ensures reliable and available transportation, an appropriate destination, that staff are knowledgeable about individuals' needs, and allows for individuals to have access to their assistive devices; and

(j) an exemption for the requirement in (i) (above) 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 System Agency with such evidence upon request by the System Agency Contract Manager.

2.4.7 LIDDA must ensure staff members at program sites are knowledgeable of the emergency plans and that staff and individuals follow the plans during drills and real emergencies.

ATTACHMENT A-2
Performance Measures and Outcome Targets

Article I

No.	PERFORMANCE MEASURE	OUTCOME TARGET
1	Percent of all enrollments into HCS that meet timelines specified in Attachment A-6 (Medicaid Program Enrollment Requirements)	at least 95% for each quarter
2	Percent of all enrollments into TxHmL that meet timelines specified in Attachment A-6 (Medicaid Program Enrollment Requirements)	at least 95% for each quarter
3	Percent of permanency plans completed that meet timeline requirements specified in Attachment A-13 (Permanency Planning Requirements)	at least 95% for each quarter
4	Percent of all PASRR evaluations (PEs) or resident reviews completed and entered into the Long Term Care (LTC) Online Portal within seven calendar days after receiving a copy of the PASRR Level 1 (PL1) screening from the referring entity or notification from the LTC Online Portal as required by 40 Tex. Admin. Code, Chapter 17, §17.302(a)	at least 95% for each quarter
5	Percent of compliance with assigning a service coordinator to a "designated resident," as defined in 40 Tex. Admin. Code, Chapter 17, §17.102, within 30 days after completion of the resident's PE, as required by Attachment A-4 (PASRR Requirements and Enhanced Community Coordination)	at least 95% for each quarter
6	Percent of compliance with developing an Individual Service Plan (ISP) using Form 1041 for a designated resident within 30 days after the completion of the resident's PE as required by Attachment A-4 (PASRR Requirements and Enhanced Community Coordination)	at least 95% for each quarter
7	Percent of HCS and TxHmL interest list population contacted for biennial review as required in Attachment A-5, Section I (HCS Interest List Maintenance)	(a) At least 50% by the end of FY18 (b) 100% by the end of FY 2019

Article II.

No.	PERFORMANCE MEASURE	OUTCOME TARGET
1	Quarterly IDD Community Service Target	___

Article III.

No.	PERFORMANCE MEASURE	OUTCOME TARGET
1	Percent of compliance with conducting Community Living Options (CLO) at a service coordinator's first visit with a designated resident living in a nursing facility and at least every six months thereafter as long as the resident is living in a nursing facility as required by 40 Tex. Admin. Code, Chapter 17, §17.501(b) (2).	at least 95% for each quarter

ATTACHMENT A-3
Description of IDD Services

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

SERVICE CATEGORY	**DESCRIPTION -- Additional requirements are contained in the Service Definition Manual, available at https://hhs.texas.gov/sites/hhs/files//documents/doing-business-with-hhs/providers/long-term-care/lidda/servicedefinitionmanual.pdf.**	**Required by Law / Optional**
Screening (a service that is an authority function that may be subcontracted)	Gathering information to determine a need for services. This service is performed face-to-face or by telephone contact with persons. Screening includes the process of documenting consumers' initial and updated preferences for services and the LIDDA's biennial contact of consumers on the Home and Community-based Services (HCS) Interest List. The service does not include providing information and referrals.	Optional
Eligibility Determination (a service that is an authority function that may be subcontracted)	An interview and assessment or an endorsement conducted in accordance with Tex. Health and Safety Code, §593.005, and 40 Tex. Admin. Code Chapter 5, Subchapter D to determine if an individual has an intellectual disability or is a member of the IDD priority population.	Required This meets the requirements of Tex. Health and Safety Code §534.053(a)(3).
* Service Coordination (a service that is an authority function that may NOT be subcontracted)	Assistance in accessing medical, social, educational, and other appropriate services and supports that will help a consumer achieve a quality of life and community participation acceptable to the consumer as described in the plan of services and supports. Service coordination functions are: ▪ assessment — identifying the consumer's needs and the services and supports that address those needs as they relate to the nature of the consumer's presenting problem and disability; ▪ service planning and coordination — identifying, arranging, advocating, collaborating with other agencies, and linking for the delivery of outcome-focused services and supports that address the consumer's needs and desires; ▪ monitoring — ensuring the consumer receives needed services, evaluating the effectiveness and adequacy of services, and determining if identified outcomes are meeting the consumer's needs and desires; and ▪ crisis prevention and management — linking and assisting the consumer to secure services and supports that will prevent or manage a crisis.	Required This meets the requirements of Tex. Health and Safety Code §534.053(a)(4),(5).

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual, available at https://hhs.texas.gov/sites/hhs/files//documents/doing-business-with-hhs/providers/long-term-care/lidda/servicedefinitionmanual.pdf.	Required by Law / Optional
	The plan of services and supports is based on a person-directed process that is consistent with the [HHSC] *Person Directed Planning Guidelines* and describes: ▪ the consumer's desired outcomes; and ▪ the services and supports, including service coordination services, to be provided to the consumer, with specifics concerning frequency and duration.	
	This service category includes the following: **A. Basic Service Coordination**: Service Coordination performed in accordance with 40 Tex. Admin. Code Chapter 2, Subchapter L. **B. Continuity of Services**: Activities performed in accordance with: ▪ 40 Tex. Admin. Code Chapter 2, Subchapter F, for a consumer residing in a State Supported Living Center whose movement to the community is being planned or for a consumer who formerly resided in a state facility and is on community-placement status, or ▪ Section 2. 2. 4. of Attachment A-1 to this Contract for a consumer enrolled in the Intermediate Care Facility for Individuals with an Intellectual Disability or Related Condition (ICF/IID) Program to maintain the consumer's placement or to develop another placement for the consumer. **C. Service Authorization and Monitoring**: Services provided to a consumer who is assessed as having a single need (provision of this service counts toward Total Served if the consumer is receiving no other general revenue-funded IDD service). **D. Service Coordination – HCS or TxHmL Program** Service Coordination for consumers enrolled in the HCS Program or Texas Home Living (TxHmL) Program in accordance with 40 Tex. Admin. Code Chapter 9, Subchapter D or Subchapter N.	
*IDD Community Services (provider services that may be subcontracted)	Services provided to assist a consumer to participate in age-appropriate community activities and services. The type, frequency, and duration of services are specified in the consumer's plan of services and supports.	

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual, available at https://hhs.texas.gov/sites/hhs/files//documents/doing-business-with-hhs/providers/long-term-care/lidda/servicedefinitionmanual.pdf.	Required by Law / Optional
	This service category includes: **A. Community Support:** Individualized activities that are consistent with the consumer's plan of services and supports and provided in the consumer's home and at community locations (e.g., libraries and stores). Supports include: ▪ habilitation and support activities that foster improvement of, or facilitate, a consumer's ability to perform functional living skills and other daily living activities; ▪ activities for the consumer's family that help preserve the family unit and prevent or limit out-of-home placement of the consumer; ▪ transportation for a consumer between home and the consumer's community employment site or day habilitation site; and ▪ transportation to facilitate the consumer's employment opportunities and participation in community activities.	Optional
	B. Respite: Planned or emergency short-term relief services provided to the consumer's unpaid caregiver when the caregiver is temporarily unavailable to provide supports due to non-routine circumstances. This service provides a consumer with personal assistance in daily living activities (e.g., grooming, eating, bathing, dressing and personal hygiene) and functional living tasks. The service includes assistance with: planning and preparing meals; transportation or assistance in securing transportation; assistance with ambulating and mobility; reinforcement of behavioral support or specialized therapies activities; assistance with medications and the performance of tasks delegated by an RN in accordance with state law; and supervision of the consumer's safety and security. The service also includes habilitation activities, use of natural supports and typical community services available to all people, social interaction and participation in leisure activities, and assistance in developing socially valued behaviors and daily living and functional living skills.	Required This meets the requirements of Tex. Health and Safety Code §534.053(a)(4).
	C. Employment Assistance: Assistance to a consumer in locating paid, individualized, competitive employment in the community, including: ▪ helping the consumer identify employment preferences, job skills, work requirements and conditions; and ▪ identifying prospective employers offering employment compatible with the consumer's identified preferences, skills, and work requirements and conditions.	Optional*
	D. Supported Employment: Supported employment is provided to a consumer who has paid, individualized, competitive employment in the community (i.e., a setting that includes non-disabled workers) to help the consumer sustain that employment. It includes individualized support services consistent with the consumer's plan of services and supports as well as supervision and training.	Optional*

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual, available at https://hhs.texas.gov/sites/hhs/files//documents/doing-business-with-hhs/providers/long-term-care/lidda/servicedefinitionmanual.pdf.	Required by Law / Optional
	E. Behavioral Support: Specialized interventions by professionals with required credentials to assist a consumer to increase adaptive behaviors and to replace or modify maladaptive behavior that prevent or interfere with the consumer's inclusion in home and family life or community life. Support includes: ▪ assessing and analyzing assessment findings so that an appropriate behavior support plan may be designed; ▪ developing an individualized behavior support plan consistent with the outcomes identified in the consumer's plan of services and supports; ▪ training and consulting with family members or other providers and, as appropriate, the consumer; ▪ and monitoring and evaluating the success of the behavioral support plan and modifying the plan as necessary.	Optional*
	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.	Optional
	G. Specialized Therapies: Specialized therapies are: ▪ assessment and treatment by licensed or certified professionals for: • social work services; • counseling services; • occupational therapy; • physical therapy; • speech and language therapy; • audiology services; • dietary services; and • behavioral health services, other than those provided by a local mental health authority pursuant to its contract with the Department of State Health Services (DSHS); and • training and consulting with family members or other providers.	Optional
	H. Vocational Training: Day Training Services provided to a consumer in an industrial enclave, a work crew, a sheltered workshop, or an affirmative industry, to enable the consumer to obtain employment. Contract funds are not used for the cost of production.	Optional

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual, available at https://hhs.texas.gov/sites/hhs/files//documents/doing-business-with-hhs/providers/long-term-care/lidda/servicedefinitionmanual.pdf.	Required by Law / Optional
	I. Day Habilitation: Assistance with acquiring, retaining, or improving self help, socialization, and adaptive skills necessary to live successfully in the community and to participate in home and community life. Individualized activities are consistent with achieving the outcomes identified in the consumer's plan of services and supports and activities are designed to reinforce therapeutic outcomes targeted by other service components, school or other support providers. Day habilitation is normally furnished in a group setting other than the consumer's residence for up to six (6) hours a day, five (5) days per week on a regularly scheduled basis. The service includes personal assistance for consumers who cannot manage their personal care needs during the day habilitation activity as well as assistance with medications and the performance of tasks delegated by a RN in accordance with state law.	Optional*
	J. Independent Living Skills Training: Individualized activities that are consistent with the individual service plan and provided in a person's residence and at community locations (e.g. libraries and stores). Supports include: ▪ habilitation and support activities that foster improvement of, or facilitate, the person's ability to perform functional living skills and other daily living activities; ▪ activities for the person's family that help preserve the family unit and prevent or limit out-of-home placement of the person; and ▪ transportation to facilitate the person's employment opportunities and participation in community activities, and between the person's residence and day habilitation site.	Required by contract for Nursing Facility Residents only

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual, available at https://hhs.texas.gov/sites/hhs/files//documents/doing-business-with-hhs/providers/long-term-care/lidda/servicedefinitionmanual.pdf.	Required by Law / Optional
Crisis Intervention Services	**K. Lead Crisis Intervention Specialist:** In accordance with Attachment 20 of this Contract relating to the (Crisis intervention Specialist): ▪ provides information about IDD programs and services; collaborates with LIDDA staff and Transition Support Team members to identify individuals with IDD in the LIDDA's local service area who are at risk of requiring crisis services; ▪ collaborates with the Service Coordinator for identified individuals at risk to identify prevention strategies, training and support needs; ▪ supports the service coordinator's provision of on-going follow-up and monitoring activities; ▪ provides education about the manner in which to engage individuals with IDD and their unique needs; ▪ provides consultation to an Mobile Crisis Outreach Team (MCOT) as needed or as clinically indicated regarding a crisis event involving an individual with IDD; ▪ collaborates with an MCOT to develop criteria for referring an individual with IDD in crisis to crisis respite; ▪ develops a crisis respite service plan (for an individual referred to crisis respite) describing the therapeutic support needed by the individual; ▪ collaborates with the service coordinator, other members of the service planning team, paid provider, if any, and natural supports regarding crisis follow-up and relapse prevention activities; and ▪ documents all activities, collaboration, and consultation provided in accordance with Attachment Z.	Required by contract
	L. Additional Staff: Provide support to the Lead Crisis Intervention Specialist in fulfilling the responsibilities identified in section K of this Attachment A-3.	
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, a HCS group home, a Department of State Health Services -authorized crisis respite facility or crisis residential facility).	Required by contract

SERVICE CATEGORY	DESCRIPTION -- Additional requirements are contained in the Service Definition Manual, available at https://hhs.texas.gov/sites/hhs/files//documents/doing-business-with-hhs/providers/long-term-care/lidda/servicedefinitionmanual.pdf.	Required by Law / Optional
	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 72-hour period.	
Residential Services (provider services that may be subcontracted)	Twenty-four hour services provided to a consumer who does not live independently or with his or her natural family. These services are provided by employees or contractors of the LIDDA who regularly stay overnight in the consumer's home. This service category includes: A. Family Living: Residential Services provided to no more than three consumers living in a single residence that is not a Contracted Specialized Residence. B. Residential Living: Residential Services provided to more than three consumers living in a single residence that is not a Contracted Specialized Residence. C. Contracted Specialized Residences: Residential Services provided to a consumer in a general hospital, a substance abuse program, an autism program, or an AIDS hospice.	Optional

*Note: PASRR Specialized Services are required by contract

Service Category	CARE Code	Grid Code	Name of Service	Report III-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	ICAP without DID (Determination of Intellectual Disability (formerly DMR)	A.1.1.1
Service Coordination (SC)	R014	351	Basic Service Coordination (SC)	A.1.1.2.2
	R019	341	SC – Continuity of Services	A.1.1.2.1
	R017	355	SC - Service Authorization and Monitoring	A.1.1.2.1
	R014 R01A	351	SC - HCS or TxHmL Program R014 is used to represent the service delivery and R01A is used to identify the service coordinator. Both codes are necessary.	A.1.1.2.2
Enhanced Community Coordination (ECC)	RONF R019 R014 R01A	347	ECC – Pre-Move Site Review (diverting or transitioning from an NF or SSLC as required by Attachment A-4) *<u>Note</u>: 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.*	A.1.1.2.4 Line 741
	RONF R019 R014 R01A	348	ECC – Post-Move Monitoring Review (diverting or transitioning from a Nursing Facility (NF) or SSLC as required by Attachment A-4) *<u>Note</u>: 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.*	A.1.1.2.4 Line 741

	RONF R019 R014 R01A	373	ECC – Transition Planning for individual who is diverting or transitioning from an NF or SSLC *<u>Note</u>: 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.*	A.1.1.2.4 Line 741
	RONF R019 R014 R01A	374	ECC – Other ECC activities not otherwise identified above for an individual who is diverting or transitioning from an NF or SSLC *<u>Note</u>: 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.*	A.1.1.2.4 Line 741
Pre-admission Screening Resident Review (PASRR)	RONF RONR R014	351	PASRR Service Coordination (SC)	A.1.1.2.2 Line 768
	RONF RONR	366	SC – Community Living Options (CLO)	A.1.1.2.2 Line 768
	RONF	370	SC – Any NF (Service Planning Team) SPT exclusive of the Initial or Quarterly SPT	A.1.1.2.2 Line 768
	RONF	371	SC – Initial/Renewal	A.1.1.2.2 Line 768
	RONF RO14 RO1A	372	SC – Quarterly Service Planning Meeting	A.1.1.2.2 Line 768
			PASRR Specialized Services:	
	RO41	375	Employment Assistance	A.4.2.6 Line 710
	RO42	376	Supported Employment	A.4.2.6 Line 710
	RO21	377	Independent Living Skills Training	A.4.2.6 Line 710

	RO53	378 (1-2.9hrs) 379 (3+hrs)	Day Habilitation	A.4.2.6 Line 710
	RO55	380	Behavioral Support	A.4.2.6 Line 710
IDD Community Services	R021	3101	Community Support	A.4.2.1
	R022	3122 hourly, 3132 daily	Out-of-Home Respite	A.4.2.2.2
	R023	3123 hourly, 3133 daily	In-Home Respite	A.4.2.2.1
	R041	3401	Employment Assistance	A.4.2.3
	R042	3402	Supported Employment	A.4.2.3
	R043	3403	Vocational Training	A.4.2.4
	R053	3104	Day Habilitation	A.4.2.5
	R055	3206	Behavioral Support	A.4.2.6.2
	R054	3209	Nursing	A.4.2.6.3
	RO54	3201 speech / language 3202 PT 3203 OT 3211 behavioral health services 3210 social work, counseling, audiology, and dietary	Specialized Therapies	A.4.2.6
Crisis Respite	NA	3112 hourly, 3114 daily	Crisis Respite Out-of-Home	A.4.2.2.4
	NA	3113 hourly, 3115 daily	Crisis Respite In-Home	A.4.2.2.3
Crisis Intervention Specialist	NA	3207	Lead Crisis Intervention Specialist	A.1.1.2.5 Line 766
	NA	3208	Crisis Intervention Specialist (Additional Staff)	A.1.1.2.5 Line 766
Residential Services	R031	3301	Residential - Family Living	A.4.2
	R032	3304	Residential Living	A.4.2
	R033	3303	Contracted Specialized Residences	A.4.2
NA	NA	360	Benefits Eligibility Determination	A.1.1.1
NA	NA	345	Permanency Planning Review	A.1.1

NA	NA	365	Community Living Options Information Process (CLOIP)	A.4.2.8
NA	NA	311	PASRR Level II Evaluation	A.1.1.1

ATTACHMENT A-4

ARTICLE 1 PASRR REQUIREMENTS AND ENHANCED COMMUNITY COORDINATION

1.1 Definitions:

"Individual" means an individual 21 years of age or older with an intellectual disability, related condition, or both, who is a Medicaid recipient.

"Individual in a nursing facility" means an individual who is admitted to and residing in a nursing facility and has been referred for a stay greater than 30 consecutive days.

1.2 Preadmission Screening and Resident Review (PASRR)

(1) LIDDA must:

(A) Comply with all PASRR requirements set forth in the LIDDA's Medicaid Provider Agreement for the Provision of Intellectual Disability Service Coordination and PASRR and 40 Tex. Admin. Code Chapter 17. If a PASRR Evaluation (PE) is positive, the LIDDA must complete and provide the PASRR Evaluation Report Form 1014 to the individual and LAR that describes the specialized services being recommended. If, during a PE, the LIDDA suspects an individual of having ID or DD but is unable to confirm the individual has a diagnosis of ID or DD due to lack of records or access to family history, the LIDDA must ensure compliance with the requirements in Section 1.2 (1)(A)(i)-(iii) of this Attachment A-4.

(i) LIDDA staff conducting the PE must:

(a) complete a "referral" in Section F1000 of the PE:
- I. in Section F1000A, mark 19 for "Other";
- II. in Section F1000B, enter a statement that the individual is being referred for a Determination of Intellectual Disability (DID);
- III. enter the phone number of the LIDDA staff completing the PE in F1000C;
- IV. in Section F1000D, enter the "date of referral" for the DID; and mark the PE negative to indicate the individual does not have ID or DD (i.e., in Sections B0100 and B0200, enter "No"); and

(b) not send the individual or LAR a notice of denial of eligibility for specialized services and an opportunity for a fair hearing.

(ii) LIDDA must:

(a) within 45 calendar days after the "date of referral" entered in Section F1000D, ensure a DID is conducted on the individual in accordance with [HHSC] rules governing diagnostic assessment (40 Tex. Admin. Code, Chapter 5, Subchapter D); and

(b) within 30 calendar days after the DID is conducted, submit a copy of the written DID report to the PASRR unit via the Secure File Transfer Protocol (SFTP) file folder named "PASRR Reporting."

(iii) LIDDA must:

(a) if the DID report indicates the individual does not have ID or DD:

I. enter a note on the previously completed negative PE by clicking on the "add note" button on the yellow Form Action bar of the PE and state that the individual does not have ID or DD per the result of the DID; and

II. send the individual or LAR a notice of denial of eligibility for specialized services and an opportunity for a fair hearing.

(b) if the DID report indicates the individual has ID or DD, then, within seven calendar days after the DID report is completed, complete a new PE for the individual and mark it positive to indicate the individual has ID or DD.

(2) Within five working days after the initial interdisciplinary team (IDT) meeting, document the following information in the Long Term Services (LTS) online portal:

(A) Confirm if representatives of the LIDDA attended the IDT meeting, either in person or by telephone;

(B) Contact the NF to conduct the another IDT if the IDT was held without the required LIDDA attendance;

(C) Contact the NF to address any disagreement with the services recommended on the IDT, Allow seven days for the NF to update the services; and

(D) Either agree or disagree that the specialized services listed in the LTS online portal for an individual were those that were agreed upon during the individual's IDT meeting.

1.3 Nursing Facility Diversion

(1) LIDDA must designate a staff member as the Diversion Coordinator who:

(A) is at least credentialed as a qualified intellectual disabilities professional (QIDP); and

(B) has two years' experience in coordinating or providing services to individuals with IDD, including those with complex medical needs, in the community.

(2) LIDDA must ensure that the Diversion Coordinator performs the following duties:

(A) Identify available community living options, services, and supports to assist individuals to successfully live in the community;

(B) Provide information and assistance to service coordinators and other LIDDA staff who are facilitating diversion for individuals at risk of admission to a nursing facility and for individuals transitioning to the community from a nursing facility;

(C) Coordinate educational activities for service coordinators and other LIDDA staff about available community services and about strategies to avoid nursing facility placement;

(D) Coordinate educational activities for referring entities about available community resources, services and strategies to avoid nursing facility placement;

(E) Within 45-75 calendar days after an individual is admitted into a nursing facility, review the individual's admission to ensure that community living options, services and supports that could provide an alternative to nursing facility placement have been explored and if not, refer the individual to his or her service coordinator for that purpose;

(F) On a quarterly basis, as indicated in the PASRR Reporting Manual, report to System Agency the number of individuals admitted to nursing facilities, diverted from nursing facilities, and residing in a nursing facility for more than 90 days; and

(G) On a quarterly basis, as indicated in the PASRR Reporting Manual, provide System Agency with information about barriers individuals have experienced in moving from a nursing facility to the community.

(3) When conducting a PASRR Evaluation (PE), LIDDA must inform the individual referred for admission to a nursing facility, their family, and the legally authorized representative (LAR) of the community options, services, and supports for which the individual may be eligible. LIDDA, under the direction of the Diversion Coordinator, must identify, arrange, and coordinate access to these services in order to avoid admission to a nursing facility, wherever possible and consistent with an individual's informed choice.

(4) LIDDA's initiation of enrollment in HCS as a diversion from admission to a nursing facility must occur before the individual's admission to a nursing facility when, consistent with the PE, community living options, services, and/or supports provide an appropriate alternate placement to avoid admission to a nursing facility, consistent with the individual's choice.

(5) LIDDA must ensure no individual in a nursing facility will be served in another nursing facility or in a residential setting that serves more than four individuals, and that no individual who has transitioned from a nursing facility will be served in a residential setting that serves more than six individuals, unless the Diversion Coordinator:

(A) In consultation with the individual's service planning team (SPT), attempted and was unable to address barriers to placement in a more integrated setting; and

(B) Verified that the individual, family, and/or LAR made an informed decision regarding alternate living options.

1.4 Service Coordination

(1) LIDDA must assign a service coordinator to an individual in a nursing facility within 30 calendar days after completion of the individual's PE.

(A) If the individual refuses service coordination, the service coordinator must use Form 1044 (Refusal of Service Coordination for Individuals Residing in Nursing Facilities) to document the refusal, obtain necessary signatures and maintain documentation copy of the completed form in the individual's record.

(B) For an individual who refuses service coordination, the LIDDA must ensure the individual receives information about the range of community living options (CLO) using System Agency materials during the individual's initial meeting with a service coordinator and at least annually thereafter, documenting the discussion on Form 1039 (Community Living Options).

(2) LIDDA must ensure the assigned service coordinator for an individual in a nursing facility:

(A) Meets face-to-face with the individual on a monthly basis, or more frequently, if needed;

(B) Facilitates the development of the individual's ISP on Form 1041 (Individual Service Plan/Transition Plan – NF) with the individual's service planning team (SPT), including documenting SPT discussions, within 30 calendar days after the completion of the PE;

(C) Facilitates revisions to the individual's ISP on Form 1041 (Individual Service Plan/Transition Plan – NF), as needed, including documenting SPT discussions;

(D) Facilitates coordination between an individual's ISP and the nursing facility's plan of care;

(E) Facilitates the coordination of the individual's specialized services;

(F) Documents the coordination and initiation of specialized services by the LIDDA and/or the nursing facility within 30 days of the IDT meeting;

(G) Monitors the delivery of all services and supports provided to the individual;

(H) Reports refusal or failure to Consumer Rights and Services if a nursing facility and/or LIDDA refuses or fails to comply with requirements to initiate specialized services, within 30 days of the IDT meeting; and

(I) Submits reports of non-compliance to initiate specialized services to the PASRR unit using the PASRR Reporting of Non-Compliance form (formerly the form entitled "PASRR LIDDA/LMHA Report of NF Non-Compliance to Consumer Rights and Services") by the 15th of every month for the previous month's data.

(3) LIDDA must ensure the assigned service coordinator for an individual in a nursing facility convenes the individual's SPT at least quarterly, or more frequently if requested by the individual or LAR, or if there is a change in service needs. Quarterly SPT meetings must take place every three months in accordance with the instructions for Form 1041 (Individual Service Plan/Transition Plan – NF).

(4) The assigned service coordinator must complete the *PASRR Specialized Services Form* for every SPT meeting (initial, quarterly, and any updates). LIDDA must submit the information on the completed form via the Long-Term Care Portal.

(5) LIDDA must ensure that the assigned service coordinator for an individual in a nursing facility:

(A) Provides information and discusses with the individual and LAR about the range of community living options (CLO) using System Agency developed materials during the individuals initial meeting with the service coordinator and at least semi-annually thereafter, documenting the discussion on Form 1039 (Community Living Options);

(B) Facilitates visits to community programs, when appropriate, and addresses concerns about community living with the SPT; and

(C) Offers the individual and LAR opportunities for educational and informational activities described in Section 1.6 (2) of this Attachment.

(6) LIDDA must ensure that the assigned service coordinator completes Section 9 (Transition Plan to the Community) Phase I of the Individual Service Plan /Transition Plan (Form 1041) for an individual in a nursing facility:

(A) whose MDS 3.0 indicates the individual is interested in speaking with someone about transitioning to the community;

(B) whose PASRR evaluation reflects that the individual's needs can be met in an appropriate community setting; or

(C) who expresses an interest in transitioning to the community.

1.5 Service Planning Team

(1) For an individual in a nursing facility for whom the LIDDA provides service coordination, the LIDDA must ensure the individual's SPT includes the following persons:

(A) the individual being served;

(B) the individual's LAR, if any;

(C) the service coordinator;

(D) a nursing facility staff familiar with the individual's needs;

(E) person(s) providing specialized services for the individual;

(F) System Agency-contracted relocation specialist, if the individual desires to move to the community;

(G) a representative from the community Medicaid program provider, if one has been selected; and

(H) other participants such as:

(i) a concerned person whose inclusion is requested by the individual or the LAR; and

(ii) at the discretion of the LIDDA, other persons who are directly involved in the delivery of services to individuals with IDD.

(3) The SPT must ensure an individual in a nursing facility, regardless of whether he or she has an LAR, participates in the SPT to the fullest extent possible and will receive the support necessary to do so, including, but not limited to, communication supports.

(4) LIDDA must ensure the SPT:

(A) reviews the PE and all applicable functional assessments;

(B) develops an ISP using Form 1041 (Individual Service Plan/Transition Plan – NF) that:

(i) Is individualized and developed through a person-centered process;

(ii) Identifies the individual's:

I. strengths;

II. preferences;

III. psychiatric, behavioral, nutritional management, and support needs; and

IV. desired outcomes;

(iii) identifies the specific specialized services to be provided to the individual, including the amount, intensity, and frequency of each specialized service; and

(iv) Identifies the services and supports that are needed to meet the individual's needs, achieve the desired outcomes, and maximize the person's ability to live successfully in the most integrated setting possible;

(C) is responsible for planning, ensuring the implementation of, and monitoring all specialized services identified in the ISP, and transition planning in coordination with the nursing facility's care planning team;

(D) ensures the individual's ISP, including specialized services, is integrated into the nursing facility's plan of care and that specialized services are planned, provided, and monitored in a consistent manner, and integrated with the services provided by the nursing facility; and

(E) assesses the adequacy of the services and supports that the individual is receiving; and

(F) monitors the individual's ISP to make timely additional referrals, service changes, and amendments to the plan as needed.

1.6 Administrative Requirements

(1) Upon notice from and in a format approved by System Agency, the LIDDA must provide data and other information related to the services and requirements described in this Attachment A-4.

(2) At least semi-annually, LIDDA must provide or arrange for the provision of educational or informational activities addressing community living options for individuals in nursing facilities in the LIDDA's local service area and their families. These activities may include family-to-family and peer-to-peer programs, providing information about the benefits of community living options, facilitating visits in such settings, and offering opportunities to meet with other individuals who are living, working, and receiving services in integrated settings, with their families, and with community providers.

(A) These educational or informational activities must be provided by persons who are knowledgeable about community services and supports.

(B) These activities must not be provided by nursing facility staff or others with a contractual relationship with nursing facilities.

(C) LIDDA must maintain documentation related to an offer of and attendance at educational or informational activities in the record for each individual in a nursing facility.

(D) LIDDA must maintain evidence of the content of and attendance at each semi-annual educational or informational activity.

(3) 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 service coordinator to discuss community living options.

(4) For an individual in a nursing facility, LIDDA must request reimbursement for the delivery of specialized services provided by the LIDDA in accordance with instructions on Form 1048 (Summary Sheet for Services to Individuals with IDD in a Nursing Facility).

(5) For an individual in a nursing facility receiving service coordination who is not transitioning to the community, LIDDA must fund service coordination using the Nursing Facility PASRR Service Coordination allocation set forth in Attachment B, Table 1 (Allocation Schedule).

(6) For an individual in a nursing facility receiving service coordination who is transitioning to the community, LIDDA must fund service coordination through Targeted Case Management.

ARTICLE 2 ENHANCED COMMUNITY COORDINATION

2.1 Qualifications and Duties of Enhanced Community Coordinator

(1) For all individuals diverting or transitioning from a nursing facility (NF) or state supported living center (SSLC) as required in Articles III and IV of this Attachment A-4, LIDDA shall ensure:

(A) the individual is assigned an enhanced community coordinator who:

(i) meets the qualifications of a service coordinator in accordance with 40 Tex. Admin. Code, §2.559 (Minimum Qualifications); and

(ii) has extensive experience in providing service coordination to individuals with IDD, including those who have complex medical needs; and

(B) the assigned enhanced community coordinator:

(i) complies with the rules governing service coordination for an individual with an intellectual disability (40 Tex. Admin. Code, Chapter 2, Local Authority Responsibilities, Subchapter L, Service Coordination for Individuals with an Intellectual Disability);

(ii) provides intensive and flexible support to achieve success in a community setting, including arranging for support needed to prevent and manage a crisis, such as a Transition Support Team or crisis respite;

(iii) provides pre- and post-transition services;

(iv) monitors the individual as required by Articles III and IV of this Attachment A-4 for one year after transition or diversion; and

(v) maintains a case load of no more than 30 individuals regardless of whether the community coordinator provides service coordination to other individuals who are not covered under the provisions of this Attachment A-4.

2.2 Use of Designated Funds for Enhanced Community Coordination

(1) LIDDA shall utilize designated funds, as submitted and approved by System Agency, to enhance an individual's natural supports and promote successful community living, such as:

(A) One-time emergency assistance:

(i) Rental or utility assistance;
(ii) Nutritional supplements;
(iii) Clothing; and
(iv) 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.

2.3 Reporting

(1) LIDDA shall submit quarterly reporting to the Performance Contracts mailbox by the 15th of the month that follows the previous fiscal quarter using a format prescribed by System Agency. A quarterly report must contain:

(A) narrative of the results of the provision of enhanced community coordination, including positive and negative outcomes and barriers encountered during the provision of enhanced community coordination;

(B) A list of the names of individuals receiving enhanced community coordination at any time during the quarter being reported and the date they began receiving enhanced community coordination; and

(C) An expenditure report including but not limited to salaries, employee benefits, training, travel and other operating expenses.

2.4 Payments

(1) Contingent on the Centers for Medicare and Medicaid approving Money Follows the Person funding, System Agency will pay LIDDA an amount not to exceed the allocation provided to the LIDDA to provide enhanced community coordination as stated in this Attachment A-4. Funds will be paid in compliance with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (UGG), which may be found online at: http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1&rgn=div5.

(2) Under these requirements, LIDDA may request payment be provided in advance or may submit requests for reimbursement of costs.

(A) Under 2 CFR §200.305, Reimbursement is the preferred method when the requirements in paragraph (b) cannot be met, when the federal awarding agency sets a specific condition per §200.207 (Specific conditions), or when a non-federal entity requests payment by reimbursement. Requests for advance payment are subject to the financial management standards test and requirements established by UGG. An advance payment request must:

(i) be limited to cash needed to meet the immediate needs of the grant project;
(ii) minimize time between advances and payments for grants activities; and
(iii) be deposited in a separate interest bearing account and interest earned on grant funds must be returned to the federal government.

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

ARTICLE 3 ENHANCED COMMUNITY COORDINATION FOR INDIVIDUALS DIVERTING OR TRANSITIONING FROM AN NF.

3.1 HCS as a diversion from Nursing Facility admission

(1) For an individual enrolling in HCS as a diversion from Nursing Facility admission, LIDDA shall ensure the assigned enhanced community coordinator:

(A) before the individual enrolls in HCS:

(i) develops, and revises as necessary, using Form 1050 (Diversion Plan) with an individual's service planning team (SPT), as defined in rules governing the HCS Program in 40 Tex. Admin. Code §9.153 (Definitions);

(ii) using all available assessments, along with individual's SPT, develops, and revises as necessary, an HCS person-directed plan Person-Directed Plan (HCS-PDP) Form 8665 (Person-Directed Plan), which identifies the individual's strengths and preferences, and medical, nursing, nutritional management, clinical, and support needs; and

(iii) conducts a pre-move site review using Form 1042 (Pre-Move Site Review), to determine whether supports are in place and any areas of concern are being addressed.

(B) for one year after an individual has diverted to the HCS waiver program:

(i) conducts SPT meetings at least quarterly, or more frequently if there is a change in an individual's needs or if requested by the individual or LAR;

(ii) revises the HCS PDP, as necessary, and coordinates the individual's services and supports;

(iii) conducts at least monthly face-to-face visits with an individual, or more frequently if determined by the SPT based on risk factors, and monitors the delivery of all services and supports;

(iv) conducts onsite visits of community service delivery sites to determine whether supports continue to be in place and any areas of concern are being addressed using Form 1043 (Post-Move Monitoring);

(v) inquiries about any recent hospitalizations, emergency department contacts, increased physician visits, or other crises, including medical crises, and if the individual experiences such, convenes the SPT to identify all necessary revisions to the individual's HCS PDP to address additional need for services;

(vi) ensures an individual receives timely assessments of behavioral, medical, nursing, specialized therapies and nutritional management needs, as necessary and as indicated on the HCS PDP;

(vii) records health care status sufficient to readily identify when changes in the individual's status occurs;

(viii) conducts service planning, ensures implementation of services, and monitors all services identified on the HCS PDP, including:

I. reviewing the HCS Program provider's implementation plans and provider records, as well as visiting service delivery sites, as needed to determine the individual's needs are being met; and

II. monitoring critical incidents involving the individual and convening the service planning team to provide needed prevention or intervention services for an individual; and

(ix) monitors an individual while on suspension from the HCS waiver program at least monthly and provide reports to System Agency upon request.

3.2 Transition to HCS from Nursing Facility

(1) For an individual 21 years of age or older who is transitioning to HCS from a nursing facility, LIDDA shall, before the individual transitions from the nursing facility, ensure the assigned enhanced community coordinator:

(A) develops, implements, monitors, and revises as necessary, Section 9 (Transition Plan to the Community) Phases II and III of the individual service plan, Form 1041 (Individual Service Plan/Transition Plan - NF) with an individual's SPT, as defined in rules governing the HCS Program in 40 Tex. Admin. Code §9.153 (Definitions);

(B) provides increased coordination and interaction with an NF's care planning team and the assigned relocation specialist;

(C) facilitates trial visits to providers in the community for the individual, including overnight visits where feasible, as requested by the individual or LAR;

(D) using all available assessments, along with the individual's SPT, develops and revises as necessary an HCS person-directed plan (HCS PDP), Form 8665 (Person-Directed Plan), which identifies the individual's strengths and preferences, and medical, nursing, nutritional management, clinical, and support needs; and

(E) conducts a pre-move site review using Form 1042 (Pre-Move Site Review), to determine whether supports are in place and any areas of concern are being addressed and ensure all essential supports identified on the transition plan are in place before the individual transitions.

(2) For an individual of any age who transitioned to HCS from a nursing facility , LIDDA shall, for at least one year after the individual has transitioned, ensure that the assigned enhanced community coordinator:

(A) for an individual under the age of 21 years, communicate with an appropriate staff of the entity that was responsible for transitioning the individual from the nursing facility (for FYs 2018 and 2019, the entity is EveryChild, Inc.) to gather all necessary information and documents to ensure a successful transition for the individual;

(B) conducts service planning team meetings at least quarterly, or more frequently if there is a change in an individual's needs or if requested by the individual or LAR;

(C) revises the service plan, as necessary, on the HCS PDP and coordinates the individual's services and supports;

(D) conducts at least monthly face-to-face visits with an individual, or more frequently if determined by the SPT based on risk factors, and monitors the delivery of all services and supports;

(E) conducts onsite visits of community service delivery sites to determine whether supports continue to be in place and any areas of concern are being addressed using Form 1043 (Post-Move Monitoring);

(F) inquires about any recent hospitalizations, emergency department contacts, increased physician visits, or other crises, including medical crises, and if the individual experiences such, convenes the SPT to identify all necessary revisions to the individual's HCS PDP to address additional need for services;

(G) ensures an individual receives timely assessments of behavioral, medical, nursing, specialized therapies and nutritional management needs, as necessary and as indicated on the HCS PDP;

(H) records health care status sufficient to readily identify when changes in the individual's status occurs;

(I) conducts service planning, ensures implementation of services, and monitors all services identified on the HCS PDP, including:

(i) reviewing the HCS Program provider's implementation plans and provider records, as well as visiting service delivery sites, as needed to determine the individual's needs are being met; and

(ii) monitoring critical incidents involving the individual and convening the service planning team to provide needed prevention or intervention services for an individual; and

(J) monitors an individual while on suspension from the HCS waiver program at least monthly and provides reports to System Agency upon request.

3.3 Transition to a Community Medicaid Program from Nursing Facility

(1) For an individual 21 years of age or older who is transitioning from a Nursing Facility to a community Medicaid program (i.e., a community ICF/IID or a Medicaid waiver program other than HCS), LIDDA shall ensure the assigned enhanced community coordinator:

(A) before the individual transitions from the Nursing Facility:

(i) develops, implements, monitors, and revises as necessary, Section 9 (Transition Plan to the Community) Phases II and III of the individual

service plan, Form 1041 (Individual Service Plan/Transition Plan - NF) with an individual's SPT;

(ii) provides increased coordination and interaction with an Nursing Facility's care planning team and, if the individual is transitioning to a Medicaid waiver program other than HCS, the assigned relocation specialist;

(iii) facilitates trial visits to providers in the community that offer residential services (for example, an ICF/IID, a Star+Plus waiver assisted living facility) for the individual, including overnight visits where feasible, as requested by the individual or LAR;

(iv) provides all available assessments to the selected community Medicaid Program provider; and

(v) conducts a pre-move site review using Form 1042 (Pre-Move Site Review), to determine whether supports are in place and any areas of concern are being addressed and ensure all essential supports identified on the transition plan are in place before the individual transitions.

(B) for at least one year after the individual has transitioned to a community Medicaid program conducts the following activities to determine whether necessary services and supports are being provided and areas of concern are being addressed and to assess the individual's adjustment to community life and the individual's (and LAR's) satisfaction with community life:

(i) post-move monitoring using Form 1043 (Post-Move Monitoring); and

(ii) face-to-face service coordination contacts monthly during the first six months following the individual's move from the NF, and quarterly during the second six months following the individual's move.

ARTICLE 4 ENHANCED COMMUNITY COORDINATION FOR INDIVIDUALS DIVERTING OR TRANSITIONING FROM A STATE SUPPORTED LIVING CENTER

4.1 HCS as a Diversion from SSLC Admission

(1) For an individual enrolling in HCS as a diversion from SSLC admission, LIDDA shall ensure that the assigned enhanced community coordinator:

(A) before the individual enrolls in HCS:

(i) develops, and revises as necessary, using Form 1050 (Diversion Plan) with an individual's service planning team (SPT);

(ii) using all available assessments develop the HCS PDP; and

(iii) conducts a pre-move site review using Form 1042 (Pre-Move Site Review), to determine whether supports are in place and any areas of concern are being addressed.

(B) for one year after an individual has diverted to the HCS waiver program:

(i) performs SPT meetings at least quarterly, or more frequently if there is a change in the individual's needs or if requested by the individual or LAR;

(ii) conducts at least monthly face-to-face visits with the individual and monitors the delivery of all services and supports by:

I. conducting post-move monitoring using Form 1043 (Post-Move Site Review) to determine whether supports are in place and any areas of concern are being addressed;

II. ensuring the individual receives timely assessments of behavioral, medical, nursing, specialized therapies and nutritional management needs, as necessary and as indicated on the HCS PDP;

III. reviewing the HCS Program provider's implementation plans and provider records, as well as visiting service delivery sites, as needed to determine the individual's needs are being met;

IV. monitoring critical incidents involving the individual and convening the service planning team to provide needed prevention or intervention services for an individual; and

V. monitoring an individual while on suspension from the HCS waiver program at least monthly and provide reports to System Agency upon request.

4.2 Transition to HCS from SSLC

(1) For an individual transitioning to HCS from an SSLC, LIDDA shall ensure the assigned enhanced community coordinator:

(A) before the individual transitions from the SSLC:

(i) participates in developing the CLDP with SSLC staff as required by 40 Tex. Admin. Code, §2.278 (Community Living/Discharge Plan by Alternate Living Arrangements);

(ii) uses all available assessments to develop the HCS PDP;

(iii) participates in the pre-move site review conducted by SSLC staff to determine whether supports are in place and any areas of concern are being addressed; and

(iv) complies with the requirements contained in 40 Tex. Admin. Code, §2.277(b)-(d) (relating to Arrangements for the Move to an Alternate

Living Arrangement of an Individual Residing in a State MR Facility) using Form 8630 (Continuity of Care);

(B) for one year after the individual has transitioned to HCS:

(i) conducts at least monthly face-to-face visits with an individual for one-year;

(ii) complies with the monitoring activities and agreement portions set forth in the CLDP;

(iii) conducts periodic monitoring (i.e., every 90 days) and, using an System Agency -prescribed format, develops written reports of monitoring that addresses specific findings for any significant monitoring activity, including:

I. psychiatric or medical hospitalization;
II. any visits to an emergency room within the period being reported;
III. death;
IV. arrest or incarceration;
V. any contacts with law enforcement within the period being reported;
VI. unable to locate or left program;
VII. HCS Program provider issue – change of homes;
VIII. HCS Program provider issue – closure;
IX. HCS Program provider issue – confirmed abuse, neglect or exploitation;
X. HCS Program provider issue – change of program provider;
XI. return to the SSLC; and

(iv) submits the written reports required in Section 4.2.(1)(B)(iii) to the SSLC admission placement coordinator (APC), System Agency, and the HCS Program provider.

4.3 Transition from SSLC to a setting other than HCS

(1) For an individual transitioning from an SSLC to setting other than HCS (such as a community ICF/IID or family's home), LIDDA shall ensure the assigned enhanced community coordinator:

(A) before the individual transitions from the SSLC:

(i) participates in developing the CLDP with SSLC staff as required by 40 Tex. Admin. Code, §2.278 (Community Living/Discharge Plan by Alternate Living Arrangements);

(ii) participates in the pre-move site review conducted by SSLC staff to determine whether supports are in place and any areas of concern are being addressed; and

(iii) complies with the requirements contained in 40 Tex. Admin. Code, §2.277(b)-(d) (relating to Arrangements for the Move to an Alternate Living Arrangement of an Individual Residing in a State MR Facility) using Form 8630 (Continuity of Care); and

(B) for one year after the individual has transitioned from an SSLC:

(i) complies with the monitoring activities and agreement portions set forth in the CLDP; and

(ii) conducts periodic monitoring (i.e., every 90 calendar days) and, using an System Agency prescribed format, develops written reports of monitoring that addresses specific findings for any significant monitoring activity, including:

I. psychiatric or medical hospitalization;
II. any visits to an emergency room within the period being reported;
III. death;
IV. arrest or incarceration;
V. any contacts with law enforcement within the period being reported;
VI. unable to locate, left community program, moved out-of-state;
VII. move to another residence;
VIII. community program provider issue – closure;
IX. community program provider issue – confirmed abuse, neglect or exploitation;
X. community program provider issue – change of program provider; and
XI. return to the SSLC; and
XII. submits written reports required in Section 4.3.(1)(B)(ii) of this Attachment A-4 to the SSLC admission placement coordinator (APC) and System Agency.

ATTACHMENT A-5
HCS and TxHmL Interest Lists Maintenance

ARTICLE 1 LIDDA COMPLIANCE AND MONITORING

1.1 Local Intellectual and Development Disability Authority (LIDDA) shall comply with the Home and Community-based Services (HCS) and Texas Home Living (TxHmL) Interest Lists Manual, which is available at: https://hhs.texas.gov/laws-regulations/handbooks/local-intellectual-and-developmental-disability-authority-handbook/lidda-hcs-and-txhml-interest-list-manual

The manual addresses creating an HCS and TxHmL interest lists record, adding an individual's name to the HCS and TxHmL interest lists, deleting an individual's name from the HCS and TxHmL interest lists, and conducting biennial contacts for individuals on the HCS and TxHmL interest lists.

1.2 LIDDA must monitor and review pertinent XPTR reports (i.e., HC027880.W, HC027882.W, HC027883.M, and HC027884.W) to ensure compliance with the outcome targets for biennial contacts as required in Attachment A-2 to this Contract (Performance Measures and Outcome Targets).

ARTICLE 2 REQUESTING A CHANGE TO THE LISTS

2.1 A request for the Health and Human Services Commission (System Agency) to change HCS or TxHmL Interest Lists information for an individual must be made by the IDD Services Director or a designee who reports to the IDD Services Director. A separate request for each individual must be submitted.

2.1.1 For a request to change HCS or TxHmL Interest Lists information because of an LIDDA data input error or procedural error, LIDDA must complete and submit to the System Agency Performance Contracts contract manager a Request to Change Interest Lists Information for HCS or TxHmL (Form 8571).

2.1.2 If the individual identifies the HCS or TxHmL Program as a preferred service and the individual informs the LIDDA that he/she was determined ineligible for a waiver (except HCS or TxHmL) due to a reason other than financial ineligibility, the LIDDA will request that HHSC change the individual's begin date for HCS or TxHmL to be the individual's "Request Date/Time" in the Community Services Interest Lists (CSIL) for the waiver for which the individual was denied. If the individual is already on the Interest Lists for HCS or TxHmL, LIDDA will only request a begin date change if the HCS or TxHmL begin date is later than his/her "Request Date/Time" in CSIL for the waiver for which the individual was denied. The request must be typed and:

(a) be addressed to the System Agency Performance Contracts contract manager;
(b) provide an explanation that the individual was determined ineligible for the waiver, including the name of the waiver;
(c) provide the individual's "Request Date/Time" in CSIL for the waiver for which the individual was denied eligibility; and
(d) include written evidence supporting the change being requested (i.e., a copy of the letter addressed to the individual stating that the individual is ineligible for the waiver program or other appropriate documentation).

ATTACHMENT A-6
MEDICAID PROGRAM ENROLLMENT REQUIREMENTS

ARTICLE 1 ENROLLMENT INTO THE HCS PROGRAM AND TXHML PROGRAM

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

1.1.1 Designate staff to complete enrollments for the following programs:
(a) Home and Community-based Services (HCS) Program;
(b) Texas Home Living (TxHmL) Program; and
(c) Community First Choice (CFC).

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

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

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

1.2 LIDDA shall:

1.2.1 Complete the enrollment process for each authorized individual into the HCS Program and TxHmL Program in accordance with [HHSC] rules and within the timeframes below (the enrollment process is complete when the individual status in CARE screen C61 is "active" or "denied"). LIDDA may request an extension of the timeframes and System Agency will grant an extension for good cause:

(a) for an individual residing in a nursing facility — 90 calendar days after the LIDDA was notified of the program vacancy;
(b) for an individual residing in a community ICF/IID or being discharged from a state mental health facility — 90 calendar days after the LIDDA was notified of the program vacancy;
(c) for an individual residing in his or her own or family's home — 75 calendar days after the LIDDA was notified of the program vacancy; and

1.2.2 Access the Service Authorization System Online (SASO) to determine if the individual is currently enrolled in a System Agency program or a Medicaid waiver program. LIDDA shall review the [HHSC] Mutually Exclusive Services chart (https://hhs.texas.gov/laws-regulations/handbooks/local-intellectual-and-developmental-disability-authority-handbook/appendices/appendix-i-mutually-exclusive-services) to determine if a service the individual is receiving is mutually exclusive to the program that the LIDDA is offering. If the individual is enrolled in a Medicaid waiver program or a service that is mutually exclusive to the program that the LIDDA is offering, the LIDDA shall:

(a) contact the individual's case manager or service coordinator for the service or program the individual is currently enrolled in to coordinate an explanation to the individual and LAR about the similarities and differences between the service the individual is receiving and the program that the LIDDA is offering using the program comparison information found at: https://hhs.texas.gov/doing-business-hhs/provider-portals/resources/compare-long-term-services-supports-ltss-programs; and

(b) inform the individual or LAR, following the explanation as described above, of the requirement to choose either the program the individual is currently enrolled in or the program that the LIDDA is offering.

1.2.3 Use Form 8665 (Person Directed Plan), as well as the form's instructions and the information contained in the discovery tool and discovery guide in the HCS Handbook appendices, when conducting person-directed planning for an individual enrolling in the HCS or TxHmL Program.

1.2.4 Enter the individual's enrollment information into the CARE Automated Enrollment and Billing System screens L01, L23 (if applicable), L02, L03, L09, and L05.

1.2.5 Review each individual enrolling in HCS to determine if the individual is eligible for inclusion in the Money Follows the Person (MFP) Demonstration Project as follows.

(a) An individual is eligible for inclusion in the MFP Demonstration Project if the individual meets all of the following criteria:

i. the individual must reside continuously in an institutional setting (i.e., ICF/IID, nursing facility, hospital, or state hospital) for at least 90 days prior to the HCS enrollment date *and be enrolled in HCS from a nursing facility, a large ICF/IID (14 beds or more), or a medium ICF/IID (9-13 beds)*;

ii. the individual's 90-day stay in the institutional setting as required by a. above excludes any days funded by Medicare;

iii. the individual must be Medicaid eligible under Title XIX of the Social Security Act; and

iv. the individual must transition from the nursing facility or ICF/IID into a qualifying residence, which is the individual's own home or family home, a host home or companion care home, a three-person group home, or a four-person group home.

(b) An individual is eligible for inclusion in the MFP Demonstration Project if:

i. the individual is a resident of a medium ICF/IID (9-13 beds) or large ICF/IID (14 beds or more);
ii. the facility owner has an approved plan to participate in the MFP Demonstration Voluntary Closure Pilot; and
iii. the individual meets the eligibility criteria described in Section 1.25 of this Attachment.

(c) An individual is eligible for inclusion in the MFP Demonstration Project if the individual is under 22 years of age and:

i. is a resident of a small ICF/IID (1-8 beds);
ii. meets the eligibility criteria described in Section 1.25 (a)(i)-(iii) of this Attachment above except the ICF/IID may be a small facility; and
iii. transitions from the small ICF/IID into the individual's own home or family home or a host home or companion care home.

(d) If the individual is eligible for the MFP Demonstration Project, the LIDDA will provide the individual or LAR with a brief explanation of the project using the information on Form 1580 (Texas Money Follows the Person Demonstration Project Informed Consent for Participation) and invite the individual and LAR to participate in the project by signing the form. If the individual or LAR agrees, the LIDDA will follow the instructions on the form, including completion of the "For Official Use Only" section of the form. LIDDA must complete the form as soon as possible and fax it to System Agency immediately after completion, but no later than two weeks before the individual is discharged from the facility. **NOTE**: LIDDA is not required to comply with this provision for a resident of a state supported living center (SSLC) who is eligible for the MFP Demonstration Project. SSLC staff are responsible for the explanation and completion and faxing of Form 1580 (Texas Money Follows the Person Demonstration Project Informed Consent for Participation).
(e) If the individual or LAR signs the form, the LIDDA must enter "Y" on the CARE screen L01 for the question MFP DEMO Y_ N_.
(f) On a case-by-case basis, System Agency may determine an individual eligible for the MFP Demonstration Project and direct the LIDDA to comply with Sections 1.2.5 (d) & (e) of this Attachment A-6 for that individual or LAR.

1.2.6 If the individual being offered a program vacancy in HCS or TxHmL is enrolled in STAR+PLUS Waiver Program (SPW):

(a) inform the individual that disenrollment in SPW is required in order to enroll in HCS or TxHmL;
(b) ensure the individual's Individual Plan of Care (IPC) begins on the first day of a month;
(c) ensure the individual's enrollment data has been entered into CARE within seven days prior to the end of the month before the individual's scheduled enrollment date; and
(d) if the LIDDA anticipates the individual's HCS or TxHmL enrollment will not be completed within the timeframes listed in Section 1.2.1 of this Attachment A-6, request that System Agency approve an extension using Form 1045 (Request for HCS/TxHmL Enrollment Extension) or an Excel spreadsheet developed by System Agency, to the time allowed for the enrollment.

1.2.7 Comply with the instructions in this section when offering an HCS or TxHmL Program vacancy:

(a) For an individual whose enrollment process is not complete within the timeframes listed in Section 1.2.1 of this Attachment, LIDDA must have, within the same timeframes:

i. submitted to System Agency a Verification of Freedom of Choice form with the individual's or LAR's signature and date declining the HCS or TxHmL Program, as appropriate;
ii. submitted to System Agency documentation that the LIDDA sent a letter of withdrawal in accordance with [HHSC] rules; or
iii. submitted a request to extend to the time allowed for the enrollment using Form 1045 (Request for HCS/TxHmL Enrollment Extension) or an Excel spreadsheet developed by System Agency. NOTE: A Request for extension received by System Agency after the 15th day of the last month of a quarter will not be approved for that quarter.

(b) If the LIDDA that is authorized to offer an HCS or TxHmL Program vacancy to an individual (the authorized LIDDA) anticipates the individual's HCS or TxHmL enrollment will not be completed by the required date, the LIDDA must request that System Agency grant an extension (using Form 1045, Request for HCS/TxHmL Enrollment Extension, or an Excel spreadsheet developed by System Agency) to the time allowed for the enrollment and provide a reason for the delay.

i. <u>For HCS only:</u> If the reason for the delay is related to determination of Medicaid eligibility, the LIDDA must proceed with enrollment activities and data entry of all the enrollment screens in CARE, as required by

Section 1.2.4 of this Attachment, prior to submitting a request for extension.

ii. For TxHmL only: If the reason for the delay is related to determination of Medicaid eligibility, the LIDDA must proceed with enrollment activities and data entry of all the enrollment screens in CARE, as required by Section 1.2.4 of this Attachment, prior to submitting a request for extension *unless the LIDDA determines the individual is likely to be denied Medicaid. In which case, the LIDDA must provide a reason for such determination.*

(c) For all HCS slots and those TxHmL slots that are *not* refinance slots: If the authorized LIDDA attempts to contact the individual or LAR and learns that the individual or LAR has relocated to another LIDDA's local service area, the authorized LIDDA must determine the individual's designated LIDDA using the "Guidelines for Determining and Changing Designated LIDDA" (see Attachment A-9). If the authorized LIDDA is the designated LIDDA, then the authorized LIDDA will continue with all enrollment activities. If the authorized LIDDA determines that another LIDDA is the designated LIDDA, then the authorized LIDDA must forward to the designated LIDDA a copy of the authorization letter, the Provider Choice form, and a copy of any extensions already obtained. The authorized LIDDA must notify the appropriate staff at System Agency of the transfer. Once the designated LIDDA receives the information from the authorized LIDDA, then the designated LIDDA becomes the authorized LIDDA and is responsible for meeting required timeframes for enrollment or requesting an extension.

(d) For refinance TxHmL slots only: If the authorized LIDDA attempts to contact the individual or LAR and learns that the individual or LAR has relocated to another LIDDA's local service area, the authorized LIDDA must contact System Agency for further instructions.

(e) For all HCS slots and those TxHmL slots that are *not* refinance slots: If the authorized LIDDA contacts the individual or LAR and begins the enrollment process and the applicant or LAR selects a provider in a different LIDDA's local service area, then the authorized LIDDA must conduct all pre-enrollment activities, such as explanation of services, obtaining signature on Verification of Freedom of Choice, conducting diagnostic activities and ID/RC, Medicaid eligibility information, initial person-directed plan (PDP), and proposed IPC. The authorized LIDDA must:

i. request an extension on the enrollment if the enrollment will not be competed in the originally assigned or extended timeframe;

ii. transfer the individual to the LIDDA in which the selected provider operates;

iii. provide the initial PDP to the provider and complete the IPC negotiations with the provider; and

iv. send hard copies of all enrollment documents, including the provider choice form and any enrollment extensions already obtained, to the receiving LIDDA.

(f) Once the receiving LIDDA receives the information from the authorized LIDDA, then the receiving LIDDA is responsible for meeting required timeframes for enrollment.

i. For HCS only: The receiving LIDDA must complete the data entry of all enrollment screens in a timely manner and request an extension if enrollment is not expected to be approved by the required timeframe.
ii. For TxHmL only: The receiving LIDDA must complete the data entry of all enrollment screens in a timely manner and request an extension if enrollment is not expected to be approved by the required timeframe. An exception to the requirement to complete data entry of all enrollment screens prior to requesting an extension is when *the LIDDA determines the individual is likely to be denied Medicaid. In which case, the LIDDA must provide a reason for such determination on Form 1045 (Request for HCS/TxHmL Enrollment Extension).*

1.2.8 If the individual being offered a program vacancy is currently receiving general revenue-funded services from the LIDDA, inform the individual and LAR that if the individual or LAR declines the offer of waiver services identified by System Agency (i.e., HCS or TxHmL) the LIDDA will terminate the general revenue services in accordance with rules governing the HCS or TxHmL Program.

1.2.9 Prior to enrollment, ensure the individual and LAR are provided information about the Medicaid Estate Recovery Program as described in Attachment A-12 (Medicaid Estate Recovery Program).

1.2.10 Prior to enrollment, determine whether the individual is a Medicare beneficiary. If the individual is a Medicare beneficiary, LIDDA must comply with the following:

(a) LIDDA must verify that the individual:

i. is enrolled in a Medicare-sponsored prescription drug plan, which can be a stand-alone drugs-only insurance plan or a Medicare Advantage Prescription Drug (MA-PD) plan; and
ii. has been deemed eligible for extra help and if not, assist the individual in applying for extra help using the SSA-1020 form found at www.socialsecurity.gov.

(b) If the individual is not already enrolled in a drug plan, the LIDDA shall explain to the individual and LAR that the individual must enroll in a drug plan in order to receive prescription medications and that upon enrollment in

the waiver program he or she will be auto-enrolled in a drug plan, which may or may not be the drug plan that is most beneficial. LIDDA shall:

i. encourage the individual to enroll in a drug plan before enrollment if possible; and
ii. offer assistance, and provide assistance if requested, to the individual and LAR with evaluating the drug plans to identify the plan that is most beneficial to the individual.

(c) LIDDA shall explain to the individual and LAR that:

i. the individual will get his or her prescription medications through a drug plan. Note: as a Medicaid wrap-around service, Medicaid will pay for a limited list of drugs that Medicare will not pay for, including benzodiazepines, barbiturates, and prescribed over-the-counter drugs;
ii. the individual will be automatically deemed eligible for the extra help, which will assist with his or her drug costs;
iii. the individual is not responsible for any cost sharing for his or her prescription medications;
iv. the individual will pay little or no premiums and no deductible;
v. the individual will be responsible for paying for any prescription medications that are not covered by his or her drug plan or the Medicaid wrap-around service (as noted in a. above);
vi. if the individual is enrolling in TxHmL, the LIDDA service coordinator can assist him or her with changing drug plans and filing an exception, appeal, or grievance with the drug plan; and
vii. if the individual is enrolling in HCS, the program provider can assist him or her with changing drug plans and filing an exception, appeal, or grievance with the drug plan.

(d) **Note:** The information contained in Section 1.2.10(a)-(c) of this Attachment pertains to an individual with Medicare and Medicaid (referred to as “full-dual eligible”). An individual with only Medicaid is not affected by the Medicare Prescription Drug Program and will continue to receive his or her drugs through Medicaid.

1.2.11 Explain to the individual or LAR he or she must document the following on the *Verification of Freedom of Choice* form:

(a) that he or she chooses the TxHmL or HCS Program rather than the ICF/IID Program or other services (or program); or
(b) that he or she declines the TxHmL or HCS Program and chooses instead the ICF/IID Program or “Other.” If the individual or LAR chooses "Other," then the LIDDA must ensure the reason for declining is explicitly stated.

1.2.12 For an individual who has declined to participate in the HCS or TxHmL Program:

(a) submit to System Agency a copy of the completed *Verification of Freedom of Choice* form; and
(b) enter the decline status code in CARE if the individual's name is on the HCS or TxHmL Interest List.

1.2.13 For an individual who has chosen to participate in the HCS or TxHmL Program:

(a) submit to System Agency a copy of the completed *Verification of Freedom of Choice* form;
(b) explain to the individual or LAR that he or she may choose any contracted HCS or TxHmL Program provider, as appropriate to the program being offered, in the LSA that has not reached its service capacity as identified in CARE;
(c) be objective in assisting an individual or LAR in selecting an HCS or TxHmL Program provider, and not influence the individual's or LAR's decision;
(d) provide the individual or LAR with a current list (i.e., dated within seven days) from CARE (XPTR HC062096 for HCS and HC062097 for TxHmL) of all contracted TxHmL or HCS Program providers, as appropriate to the program being offered, in the LIDDA's LSA. The list will also include local "applicant contact" information, if available, for use by the individual or LAR. If the LIDDA operates an HCS or TxHmL Program and the program's enrollment is at or above capacity (identified in CARE Screen C70 as "CAP"), the LIDDA must redact its provider name from the list of providers given to the individual or LAR; and
(e) document the selection of the program provider on the *Documentation of Provider Choice* form and submit a copy of the form.

1.2.14 If the HCS or TxHmL Program operated by the LIDDA is selected by the individual or the LAR to be the individual's program provider, the LIDDA must complete [HHSC] Form 1052 (Public Provider Choice Request). LIDDA must:

(a) Determine whether the requested LIDDA program is operating at, or over, its capacity as identified in CARE:

i. If the LIDDA program is at, or over, its capacity as identified in CARE, the LIDDA may request its capacity be temporarily increased to accommodate a family-specific or individual specific circumstance and choice. See Tex. Health and Safety Code, §533A.0355 (2) (D) (iii). Form 1052 must contain:

A. In Section I and II of Form 1052, explanation from the individual or LAR who selected the LIDDA's HCS or TxHmL Program to be his/her program provider describing why he/she selected the LIDDA's program and why other program providers in the service area were not adequate or desirable; and

B. In Section III of Form 1052, information from the LIDDA program representative requesting a temporary increase in its capacity to accommodate the named individual's or LAR's choice.

ii. If the LIDDA program below its capacity as identified in CARE, the LIDDA omits Sections I, II, and III on Form 1052; and submit Form 1052 to System Agency for approval in accordance with the form's instructions.

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

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

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

(a) Verification of Freedom of Choice form;
(b) Documentation *of Provider Choice* form; and
(c) Texas Home Living Program Service Coordination Notification (Form 8586), if applicable.
(d) for an individual who is being enrolled in the HCS or TxHmL Program, ensure the LIDDA service coordinator facilitates the completion of form 8511 (Understanding Program Eligibility).

ARTICLE 2 ENROLLMENT INTO THE ICF/IID PROGRAM

2.1 LIDDA shall:

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

2.1.2 Prior to enrollment, ensure the individual and LAR are provided information about the Medicaid Estate Recovery Program as described in Attachment A-12 (Medicaid Estate Recovery Program); and

2.1.3 Prior to enrollment, determine whether the individual is a Medicare beneficiary. If the individual is a Medicare beneficiary, the LIDDA must do the following:

(a) LIDDA must verify that the individual:
i. is enrolled in a Medicare-sponsored prescription drug plan, which can be a stand-alone drugs-only insurance plan or a Medicare Advantage Prescription Drug (MA-PD) plan; and
ii. has been deemed eligible for extra help and if not, assist the individual in applying for extra help using the SSA-1020 form found at www.socialsecurity.gov.

(b) If the individual is not already enrolled in a drug plan, LIDDA shall explain to the individual and LAR that the individual must enroll in a drug plan in order to receive prescription medications and that upon enrollment in the ICF/IID Program he or she will be auto-enrolled in a drug plan, which may or may not be the drug plan that is most beneficial. LIDDA shall:

i. encourage the individual to enroll in a drug plan before enrollment if possible; and
ii. offer assistance, and provide assistance if requested, to the individual and LAR with evaluating the drug plans to identify the plan that is most beneficial to the individual.

(c) LIDDA shall explain to the individual and LAR that:

i. the individual will get his or her prescription medications through a drug plan. Note: as a Medicaid wrap-around service, Medicaid will pay for a limited list of drugs that Medicare will not pay for, including benzodiazepines, barbiturates, and prescribed over-the-counter drugs;
ii. the individual will be automatically deemed eligible for the extra help, which will assist with his or her drug costs;
iii. the individual will not have any cost-sharing responsibilities such as premiums, deductibles, co-payments, or co-insurance for drugs covered by the plan; and
iv. the ICF/IID Program provider can assist the individual or LAR with changing drug plans and filing an exception, appeal, or grievance with the drug plan.

(d) **Note**: information contained in Section 2.1.3 (c)(i)-(iii) of this Attachment pertains to an individual with Medicare and Medicaid. An individual with Medicaid only is not affected by the Medicare Prescription Drug Program and will continue to receive his or her drugs through Medicaid.

ATTACHMENT A-7
OPTIONS FOR IDD SERVICES AND SUPPORTS

ARTICLE 1 DOCUMENTS AND FORMS

1.1 The following documents and forms are referenced in this Attachment:

(a) Explanation of IDD Services and Supports (Publication No. DADS-245)

https://hhs.texas.gov/sites/hhs/files/documents/laws-regulations/handbooks/lidda/res/IDDServicesEng.pdf

(b) A Message for Families

https://hhs.texas.gov/sites/hhs/files/documents/laws-regulations/handbooks/lidda/res/Message_Families_eng.pdf

(c) Long Term Services and Supports (LIDDA Appendix II)

https://hhs.texas.gov/laws-regulations/handbooks/local-intellectual-developmental-disability-authority-handbook/appendices/appendix-ii-long-term-services-supports

(d) Identification of Preferences (Form 8648)

https://hhs.texas.gov/node/17752

(e) Residential Options for Individuals with an Intellectual Disability or Related Condition pamphlet (System Agency mails these pamphlets to LIDDAs)

(f) Contact list for all LIDDAs, Area Agencies on Aging (AAAs), and System Agency community services regional offices

http://www.dads.state.tx.us/contact/DADSServicesByCounty.html

ARTICLE 2 DEFINITIONS

As used in this Attachment, the following two terms are defined as follows:

2.1 **Actively involved person** – For an individual who lacks the ability to provide legally adequate consent and who does not have a legally authorized representative (LAR), a person whose significant and ongoing involvement with the individual is supportive of the individual as determined by the LIDDA. LIDDA's determination is based on:

(a) Observed interactions between the person and the individual;
(b) the person's knowledge of and sensitivity to the individual's preferences, values, and beliefs;
(c) the person's availability to the individual for assistance or support; and
(d) the person's advocacy for the individual's preferences, values, and beliefs.

2.2 **LAR (legally authorized representative)** – A person authorized by law to act on behalf of an individual and who may be:

(a) for a minor — a parent, court-appointed guardian, or representative of the entity to which a court has assigned conservatorship (e.g., Child Protective Services); or
(b) for an adult — a court-appointed guardian or representative of the entity to which a court has assigned conservatorship (e.g., System Agency Guardianship Program).

ARTICLE 3 REQUIREMENTS

3.1 In response to an inquiry for information about programs and services for an individual with an intellectual disability:

3.1.1 LIDDA will provide an explanation of services and supports to the individual and LAR or an actively involved person using the *Explanation of IDD Services and Supports* publication. LIDDA may supplement the *Explanation of IDD Services and Supports* publication by adding a description of services and supports unique to the LIDDA's local service area. LIDDA may not delete or modify any information in the *Explanation of IDD Services and Supports*.

3.1.2 If the individual is seeking residential services, the LIDDA will also provide an explanation of the different type of residential options using the Residential Options pamphlet. If the individual seeking residential services is under 22 years of age, the LIDDA will further provide an explanation of permanency planning using the *A Message for Families* document.

LIDDA must add its contact information to the *A Message for Families …* document and the Residential Options pamphlet. The LIDDA may not delete or modify any information in the Residential Options pamphlet.

3.1.3 If an LAR to whom the LIDDA provides an oral explanation of programs and services is not a family member of the individual, provide an oral explanation to at least one family member of the individual, if possible.

3.1.4 Provide or mail a copy of:

(a) the Explanation of IDD Services and Supports publication;
(b) the Long Term Services and Supports (LIDDA Appendix II);
(c) the current contact list for all LIDDAs, Area Agencies on Aging (AAAs), and System Agency community services regional offices; and
(d) if applicable, a copy of the *A Message for Families* document and a Residential Options pamphlet.

3.1.5 Document the following:

(a) Date of the inquiry;
(b) Name of the individual identified to receive services and supports (if provided);
(c) Name and address of the person making the inquiry (if provided);
(d) Date of the mailing (if applicable); and
(e) Other information, as needed.

3.2 When an individual and LAR or actively involved person is ready to identify a preference for services and supports, the LIDDA will:

3.2.1 Assist the individual and LAR or actively involved person (face-to-face, if possible) to identify the types of services and supports being requested based on the individual's interests, needs, and desired outcomes;

3.2.2 Document the identified preferred services and supports on the *Identification of Preferences* (Form 8648), sign and date the form;

(a) If the preferred services and supports were identified with the individual, LAR, or actively involved person present at the time Form 8648 was completed by the LIDDA, the individual, LAR, or actively involved person will also sign and date the form.
(b) If the preferred services and supports were identified without the individual, LAR, or actively involved person present at the time Form 8648 was completed by the LIDDA, a signature is not required by the individual, LAR, or actively involved person.

3.2.3 Give the individual, LAR, or actively involved person a copy of the completed *Identification of Preferences* (Form 8648); and

3.2.4 Retain the original *Identification of Preferences* (Form 8648) or an electronic copy in the LIDDA's file for the individual until after the individual has enrolled in or received every identified preferred service.

3.3 Although the LIDDA is required to provide the individual and LAR or actively involved person an explanation of services and supports described in section 3.1.1 of this Attachment, the individual, LAR, or actively involved person may choose to identify preferred services before receiving the explanation. In such cases, LIDDA will provide the oral explanation and/or mail the explanation documents after the *Identification of Preferences* (Form 8648) has been completed.

3.4 LIDDA must inform the person who identified a preference for services and supports on the *Identification of Preferences* (Form 8648) that:

(a) The name and contact information of a primary correspondent, to whom the LIDDA will direct all inquiries, must be provided to the LIDDA and must be updated if the information changes; and
(b) The services and supports preferences documented in the *Identification of Preferences* (Form 8648) may be changed by the primary correspondent at any time upon request by completing a new *Identification of Preferences* (Form 8648).

3.5 If the preferred service or support identified on the *Identification of Preferences* (Form 8648) is:

(a) HCS, the LIDDA must complete the *Questionnaire for HCS/CLASS Interest Lists* (Form 8577) and enter the form's data into CARE, unless the LIDDA determines from the CARE record that the form has already been completed, and record the individual's name on the HCS Interest List with the begin date being the date HCS was identified as preferred.
(b) TxHmL, the LIDDA must record the individual's name on the TxHmL Interest List with the begin date being the date TxHmL was identified as preferred.
(c) SSLC or ICF/IID, the LIDDA will begin the enrollment or admission process described in DADS rules as appropriate to program (i.e., 40 Tex. Admin. Code Chapter 2, Subchapter F, or Chapter 9, Subchapter E).
(d) LIDDA community services, the LIDDA will begin the eligibility determination process as soon as possible as local resources allow.

3.6 If the primary correspondent requests that the individual's name be removed from the HCS or TxHmL interest list, the primary correspondent must complete, sign, and date a new *Identification of Preferences* (Form 8648) indicating such. LIDDA must retain the *Identification of Preferences* (Form 8648) indefinitely in the LIDDA's file for the individual.

ATTACHMENT A-8
IDD SUBMISSION CALENDAR

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

Submission Type:
"HC" – Hard Copy Submission to Contract Manager
"E" – Electronic Submission to System Agency
"CARE" – Submission Using CARE
"SFTP" – File Transfer Protocol
"F" – Facsimile
"MBOW" – IDD and Behavioral Health Outpatient Data Warehouse

September 2017

Type	Document	Due Date
E	Form S – Contact List with FYs 18 and 19 Performance Contract	9/1/17
E	Annual Historically Underutilized Businesses (HUB) Sub-Contracting Report (Form F)	9/9/17
E	PASRR Service Coordination Caseload Annual Report	9/12/17
E	PASRR Reporting Manual Q4 Report	9/12/17
SFTP	FY 2017 Q4 IDD Financial Reporting	9/15/17
E	Crisis Services Q4 Report	9/15/17
E	ECC Invoice for August 2017 Expenditures	9/15/17
E	Transition Support Team Invoice for August 2017 Expenditures	9/15/17
E	ECC Q4 Report	9/15/17
E	Transition Support Team Q4 Report	9/15/17
SFTP	Monthly Encounter Data for August 2017	9/16/17 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for August 2017	9/30/17

October 2017

Type	Document	Due Date
E	ECC Invoice for September 2017 Expenditures	10/15/17
E	Transition Support Team Invoice for September 2017 Expenditures	10/15/17
SFTP	Monthly Encounter Data for September 2017	10/16/17 by 4 a.m.
HC/E	FY 2017 Q4 Financial Statements and Certification Form G	10/17/17
CARE	Monthly IDD - Critical Incident Data for September 2017	10/31/17

November 2017

Type	Document	Due Date
HC/E/F	HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date for Q1	11/15/17
E	ECC Invoice for October 2017 Expenditures	11/15/17
E	Transition Support Team Invoice for October 2017 Expenditures	11/15/17
SFTP	Monthly Encounter Data for October 2017	11/16/17 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for October 2017	11/30/17

December 2017

Type	Document	Due Date
E	PASRR Reporting Manual Q1 Report	12/12/17
SFTP	FY 2018 Q1 Financial Reporting	12/15/17
E	Crisis Services Q1 Report	12/15/17
E	ECC Invoice for November 2017 Expenditures	12/15/17
E	Transition Support Team Invoice for November 2017 Expenditures	12/15/17
E	ECC Q1 Report	12/15/17
E	Transition Support Team Q1 Report	12/15/17
SFTP	Monthly Encounter Data for November 2017	12/16/17 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for November 2017	12/30/17
SFTP	FY 2017 Q4 IDD Financial Reporting (Final for FY 2017)	12/30/17 by 5 p.m.

January 2018

Type	Document	Due Date
E	LIDDA Diversion Coordinator Job Description and Qualifications	1/10/18
E	PASRR IDD Specialized Services Invoices for December 2017	1/15/18
E	MFP Travel Reports for October-December 2017	1/15/18
E	ECC Invoice for December 2017 Expenditures	1/15/18
E	Transition Support Team Invoice for December 2017 Expenditures	1/15/18
F	PASRR Reporting of Non-Compliance form for December 2017	1/15/18
SFTP	Monthly Encounter Data for December 2017	1/16/18 by 4 a.m.
HC/E	FY 2018 Q1 Financial Statements and Certification Form G	1/17/18
CARE	Monthly IDD - Critical Incident Data for December 2017	1/31/18

February 2018

Type	Document	Due Date
HC	Financial and Compliance Audit for FY 2017	2/1/18
E	PASRR IDD Specialized Services Invoices for January	2/15/18
E	MFP Travel Reports for January	2/15/18
HC/E/F	HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date for Q2	2/15/18
E	ECC Invoice for January 2018 Expenditures	2/15/18
E	Transition Support Team Invoice for January 2018 Expenditures	2/15/18
F	PASRR Reporting of Non-Compliance form for January	2/15/18
SFTP	Monthly Encounter Data for January 2018	2/16/18 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for January 2018	2/28/18

March 2018

Type	Document	Due Date
HC/E	Corrective Action Plan for FY 2019 Financial and Compliance Audit or a "Letter of no Findings"	3/1/18
E	PASRR Reporting Manual Q2 Report	3/10/18
E	PASRR IDD Specialized Services Invoices for February	3/15/18
E	MFP Travel Reports for February	3/15/18
E	Crisis Services Q2 Report	3/15/18
E	ECC Invoice for February 2018 Expenditures	3/15/18
E	Transition Support Team Invoice for February 2018 Expenditures	3/15/18
E	ECC Q2 Report	3/15/18
E	Transition Support Team Q2 Report	3/15/18
F	PASRR Reporting of Non-Compliance form for February	3/15/18
SFTP	Monthly Encounter Data for February 2018	3/16/18 by 4 a.m.
SFTP	FY 2018 Q2 IDD Financial Reporting	3/16/18
CARE	Monthly IDD -Critical Incident Data for February 2018	3/31/18

April 2018

Type	Document	Due Date
E	PASRR IDD Specialized Services Invoices for March	4/15/18
E	MFP Travel Reports for March	4/15/18
E	ECC Invoice for March 2018 Expenditures	4/15/18
E	Transition Support Team Invoice for March 2018 Expenditures	4/15/18
F	PASRR Reporting of Non-Compliance form for March	4/15/18
SFTP	Monthly Encounter Data for March 2018	4/16/18 by 4 a.m.
HC/E	FY 2018 Q2 Financial Statements and Certification Form G	4/17/18
CARE	Monthly IDD – Critical Incident Data for March 2018	4/28/18

May 2018

Type	Document	Due Date
E	PASRR Specialty Services Invoices for April	5/15/18
E	MFP Travel Reports for April	5/15/18
HC/E/F	HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date for Q3	5/15/18
E	ECC Invoice for April 2018 Expenditures	5/15/18
E	Transition Support Team Invoice for April 2018 Expenditures	5/15/18
F	PASRR Reporting of Non-Compliance form for April	5/15/18
E	PASRR Annual Report – Service Coordination caseload methodologies	5/15/18
SFTP	Monthly Encounter Data for April 2018	5/16/18 by 4 a.m.
CARE	Monthly IDD – Critical Incident Data for April 2018	5/31/18

June 2018

Type	Document	Due Date
E	LIDDA Diversion Coordinator Job Description and Qualifications	6/12/18
E	PASRR Reporting Manual Q3 Report	6/12/18
E	PASRR Specialty Services Invoices for May	6/15/18
E	MFP Travel Reports for May	6/15/18
SFTP	FY 2018 Q3 IDD Financial Reporting	6/15/18
E	Crisis Services Q3 Report	6/15/18
E	ECC Invoice for May 2018 Expenditures	6/15/18
E	Transition Support Team Invoice for May 2018 Expenditures	6/15/18
E	ECC Quarterly Report	6/15/18
E	Transition Support Team Q3 Report	6/15/18
F	PASRR Reporting of Non-Compliance form for May	6/15/18
SFTP	Monthly Encounter Data for May 2018	6/16/18 by 4 a.m.
CARE	Monthly IDD – Critical Incident Data for May 2018	6/30/18
E	Transition Support Team Annual Satisfaction Survey	6/30/18

July 2018

Type	Document	Due Date
E	PASRR Specialty Services Invoices for June	7/15/18
E	MFP Travel Reports for June	7/15/18
E	ECC Invoice for June 2018 Expenditures	7/15/18
E	Transition Support Team Invoice for June 2018 Expenditures	7/15/18
F	PASRR Reporting of Non-Compliance form for June	7/15/18
SFTP	Monthly Encounter Data for June 2018	7/16/18 by 4 a.m.
HC/E	FY 2018 Q3 Financial Statements and Certification Form G	7/17/18
CARE	Monthly IDD – Critical Incident Data for June 2018	7/31/18

August 2018

Type	Document	Due Date
E	PASRR Specialty Services Invoices for July	8/15/18
E	MFP Travel Reports for July	8/15/18
HC/E/F	HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date for Q4	8/15/18
E	ECC Invoice for July 2018 Expenditures	8/15/18
E	Transition Support Team Invoice for July 2018 Expenditures	8/15/18
F	PASRR Reporting of Non-Compliance form for July	8/15/18
SFTP	Monthly Encounter Data for July 2018	8/16/18 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for July 2018	8/31/18
HC/E	Financial Audit Engagement Letter for FY 2018	8/31/18

September 2018

Type	Document	Due Date
E	Form S – Contact List with FYs 18 and 19 Performance Contract	9/1/18
E	Annual Historically Underutilized Businesses (HUB) Sub-Contracting Report (Form F)	9/9/18
E	PASRR Service Coordination Caseload Annual Report	9/12/18
E	PASRR Reporting Manual Q4 Report	9/12/18
SFTP	FY 2018 Q4 IDD Financial Reporting	9/15/18
E	Crisis Services Q4 Report	9/15/18
E	ECC Invoice for August 2018 Expenditures	9/15/18
E	Transition Support Team Invoice for August 2018 Expenditures	9/15/18
E	ECC Q4 Report	9/15/18
E	Transition Support Team Q4 Report	9/15/18
SFTP	Monthly Encounter Data for August 2018	9/16/18 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for August 2018	9/30/18

October 2018

Type	Document	Due Date
E	ECC Invoice for September 2018 Expenditures	10/15/18
E	Transition Support Team Invoice for September 2018 Expenditures	10/15/18
SFTP	Monthly Encounter Data for September 2018	10/16/18 by 4 a.m.
HC/E	FY 2018 Q4 Financial Statements and Certification Form G	10/17/18
CARE	Monthly IDD - Critical Incident Data for September 2018	10/31/18

November 2018

Type	Document	Due Date
HC/E/F	HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date for Q1	11/15/18
E	ECC Invoice for October 2018 Expenditures	11/15/18
E	Transition Support Team Invoice for October 2018 Expenditures	11/15/18
SFTP	Monthly Encounter Data for October 2018	11/16/18 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for October 2018	11/30/18

December 2018

Type	Document	Due Date
E	PASRR Reporting Manual Q1 Report	12/12/18
SFTP	FY 2019 Q1 Financial Reporting	12/15/18
E	Crisis Services Q1 Report	12/15/18
E	ECC Invoice for November 2018 Expenditures	12/15/18
E	Transition Support Team Invoice for November 2018 Expenditures	12/15/18
E	ECC Q1 Report	12/15/18
E	Transition Support Team Q1 Report	12/15/18
SFTP	Monthly Encounter Data for November 2018	12/16/18 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for November 2018	12/30/18
SFTP	FY 2018 Q4 IDD Financial Reporting (Final for FY 2018)	12/30/18 by 5 p.m.

January 2019

Type	Document	Due Date
E	LIDDA Diversion Coordinator Job Description and Qualifications	1/10/19
E	PASRR IDD Specialized Services Invoices for December 2018	1/15/19
E	MFP Travel Reports for October-December 2018	1/15/19
E	ECC Invoice for December 2018 Expenditures	1/15/19
E	Transition Support Team Invoice for December 2018 Expenditures	1/15/19
F	PASRR Reporting of Non-Compliance form for December 2018	1/15/19
SFTP	Monthly Encounter Data for December 2018	1/16/19 by 4 a.m.
HC/E	FY 2019 Q1 Financial Statements and Certification Form G	1/17/19
CARE	Monthly IDD - Critical Incident Data for December 2018	1/31/19

February 2019

Type	Document	Due Date
HC	Financial and Compliance Audit for FY 2018	2/1/19
E	PASRR IDD Specialized Services Invoices for January	2/15/19
E	MFP Travel Reports for January	2/15/19
HC/E/F	HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date for Q2	2/15/19
E	ECC Invoice for January 2019 Expenditures	2/15/19
E	Transition Support Team Invoice for January 2019 Expenditures	2/15/19
F	PASRR Reporting of Non-Compliance form for January	2/15/19
SFTP	Monthly Encounter Data for January 2019	2/16/19 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for January 2019	2/28/19

March 2019

Type	Document	Due Date
HC/E	Corrective Action Plan for FY 2018 Financial and Compliance Audit or a "Letter of no Findings"	3/1/19
E	PASRR Reporting Manual Q2 Report	3/10/19
E	PASRR IDD Specialized Services Invoices for February	3/15/19
E	MFP Travel Reports for February	3/15/19
E	Crisis Services Q2 Report	3/15/19
E	ECC Invoice for February 2019 Expenditures	3/15/19
E	Transition Support Team Invoice for February 2019 Expenditures	3/15/19
E	ECC Q2 Report	3/15/19
E	Transition Support Team Q2 Report	3/15/19
F	PASRR Reporting of Non-Compliance form for February	3/15/19
SFTP	Monthly Encounter Data for February 2019	3/16/19 by 4 a.m.
SFTP	FY 2019 Q2 IDD Financial Reporting	3/16/19
CARE	Monthly IDD -Critical Incident Data for February 2019	3/31/19

April 2019

Type	Document	Due Date
E	PASRR IDD Specialized Services Invoices for March	4/15/19
E	MFP Travel Reports for March	4/15/19
E	ECC Invoice for March 2019 Expenditures	4/15/19
E	Transition Support Team Invoice for March 2019 Expenditures	4/15/19
F	PASRR Reporting of Non-Compliance form for March	4/15/19
SFTP	Monthly Encounter Data for March 2019	4/16/19 by 4 a.m.
HC/E	FY 2019 Q2 Financial Statements and Certification Form G	4/17/19
CARE	Monthly IDD – Critical Incident Data for March 2019	4/28/19

May 2019

Type	Document	Due Date
E	PASRR Specialty Services Invoices for April	5/15/19
E	MFP Travel Reports for April	5/15/19
HC/E/F	HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date for Q3	5/15/19
E	ECC Invoice for April 2019 Expenditures	5/15/19
E	Transition Support Team Invoice for April 2019 Expenditures	5/15/19
F	PASRR Reporting of Non-Compliance form for April	5/15/19
E	PASRR Annual Report – Service Coordination caseload methodologies	5/15/19
SFTP	Monthly Encounter Data for April 2019	5/16/19 by 4 a.m.
CARE	Monthly IDD – Critical Incident Data for April 2019	5/31/19

June 2019

Type	Document	Due Date
E	LIDDA Diversion Coordinator Job Description and Qualifications	6/12/19
E	PASRR Reporting Manual Q3 Report	6/12/19
E	PASRR Specialty Services Invoices for May	6/15/19
E	MFP Travel Reports for May	6/15/19
SFTP	FY 2019 Q3 IDD Financial Reporting	6/15/19
E	Crisis Services Q3 Report	6/15/19
E	ECC Invoice for May 2019 Expenditures	6/15/19
E	Transition Support Team Invoice for May 2019 Expenditures	6/15/19
E	ECC Quarterly Report	6/15/19
E	Transition Support Team Q3 Report	6/15/19
F	PASRR Reporting of Non-Compliance form for May	6/15/19
SFTP	Monthly Encounter Data for May 2019	6/16/19 by 4 a.m.
CARE	Monthly IDD – Critical Incident Data for May 2019	6/30/19
E	Transition Support Team Annual Satisfaction Survey	6/30/19

July 2019

Type	Document	Due Date
E	PASRR Specialty Services Invoices for June	7/15/19
E	MFP Travel Reports for June	7/15/19
E	ECC Invoice for June 2019 Expenditures	7/15/19
E	Transition Support Team Invoice for June 2019 Expenditures	7/15/19
F	PASRR Reporting of Non-Compliance form for June	7/15/19
SFTP	Monthly Encounter Data for June 2019	7/16/19 by 4 a.m.
HC/E	FY 2019 Q3 Financial Statements and Certification Form G	7/17/19
CARE	Monthly IDD – Critical Incident Data for June 2019	7/31/19

August 2019

Type	Document	Due Date
E	PASRR Specialty Services Invoices for July	8/15/19
E	MFP Travel Reports for July	8/15/19
HC/E/F	HCS/TxHmL Enrollment Extension (Form 1045) Request Cut-Off Date for Q4	8/15/19
E	ECC Invoice for July 2019 Expenditures	8/15/19
E	Transition Support Team Invoice for July 2019 Expenditures	8/15/19
F	PASRR Reporting of Non-Compliance form for Jul9	8/15/19
SFTP	Monthly Encounter Data for July 2019	8/16/19 by 4 a.m.
CARE	Monthly IDD - Critical Incident Data for July 2019	8/31/19
HC/E	Financial Audit Engagement Letter for FY 2019	8/31/19

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

ATTACHMENT A-9
GUIDELINES FOR DETERMINING AND CHANGING DESIGNATED LIDDA

1.1 For an individual enrolled in the Home and Community-based Services (HCS) or Texas Home Living (TxHmL) Program, the individual's designated local intellectual and developmental disability authority (LIDDA) is the LIDDA for the local service area in which the individual resides.

1.2 For a individual determined eligible for, enrolling in, or enrolled in Community First Choice (CFC) services provided through a Medicaid Managed Care Organization (MCO), the individual's designated LIDDA is the LIDDA for the local service area in which the individual resides.

1.3 For an individual who is NOT described in Sections 1.1 or 1.2 of this Attachment A-9, the following guidelines are used to determine the individual's designated LIDDA:

1.3.1 If an adult individual does not have a legally authorized representative (LAR), the individual's designated LIDDA is the LIDDA for the local service area in which the individual resides.

1.3.2 If an adult individual does not have an LAR and resides in a state supported living center (SSLC), the individual's designated LIDDA is the LIDDA that recommended his or her admission to the SSLC.

1.3.3 If an adult or minor individual has an LAR, then the designated LIDDA is the LIDDA for the local service area in which the LAR resides.

1.3.4 If an adult or minor individual has an LAR who does not live in Texas, then the designated LIDDA is the LIDDA for the local service area in which the individual resides.

1.3.5 If an adult individual's LAR is System Agency, then the designated LIDDA is the LIDDA for the local service area in which the county court of jurisdiction for the guardianship is located.

1.3.6 If a minor individual's LAR is the Department of Family and Protective Services (DFPS), then the designated LIDDA is:

(a) the LIDDA for the local service area in which the minor individual resides, if the minor individual is receiving DFPS services and residing with a kin caregiver or in a foster family home or foster group home in which the primary caregiver is a foster parent living in the home; or

(b) the LIDDA for the local service area in which DFPS obtained conservatorship, if the minor individual is receiving DFPS institutional services.

1.3.7 At its discretion, System Agency may determine the designated LIDDA for any individual or assign an LIDDA the duties of the designated LIDDA for any individual for the purpose of expediting an individual's admission or enrollment in services or ensuring permanency planning is conducted in accordance with state law.

1.4 Unique situations involving a designated LIDDA:

1.4.1 A non-designated LIDDA is not prohibited from serving a individual who is currently being served by his/her designated LIDDA. In such a situation the designated LIDDA must enter into an agreement (e.g., contract, memorandum of agreement) with the non-designated LIDDA to provide the service, except when the service is a DID (Determination of Intellectual Disability) performed by a non-designated LIDDA for a minor residing in a DFPS residential program. The designated LIDDA reports all service encounters for the individual.

1.4.2 The determination of the designated LIDDA (for IDD services) is not relevant to a individual's admission to a state mental health facility. The DSHS rule governing determining county of residence (25 Tex. Admin. Code, §412.162) provides direction for identifying an individual's local mental health authority (LMHA).

ATTACHMENT A-10
Guidelines for Determining Less Restrictive Setting

ARTICLE 1 PURPOSE

1.1 The guidelines set forth in this Attachment A-10 describe the procedures to be used by the local intellectual and developmental disability authority's (LIDDA's) interdisciplinary team (IDT) for determining the less restrictive setting for individuals who are requesting admission, or on whose behalf admission is requested, to a state supported living center. Note: the determination of a less restrictive setting is only one part of the admission criteria that must be considered by the IDT in accordance with 40 Tex. Admin. Code Chapter 2, Subchapter F, governing Continuity of Services – State Facilities, §2.255 and §2.257, and the Tex. Health and Safety Code, §593.052(a)(3).

ARTICLE 2 INSTRUCTIONS

2.1 These guidelines must be used by the LIDDA's IDT to determine whether an individual can be adequately and appropriately habilitated in an available, less restrictive setting when admission to a state supported living center is requested.

2.2 LIDDA must ensure that the IDT makes a determination of an available, less restrictive setting using an approach that is person-centered.

2.3 LIDDA will ensure that IDT members have received appropriate training on the use of these guidelines and in an approach that is person-centered.

2.4 To ensure that the "key issues" from these guidelines are documented in IDT reports, the LIDDA will:

(a) Incorporate the "key issues" as essential elements of the LIDDA's policy and procedure for IDTs; and
(b) Develop an internal monitoring system to ensure that these guidelines are utilized by IDTs.

ARTICLE 3 DISCUSSION OF KEY ISSUES USING QUESTIONS/PROBES

3.1 The IDT will discuss the key issues using the questions/probes described in the following chart in a manner understood by the individual and LAR or actively involved person.

KEY ISSUES	QUESTIONS / PROBES
Preferences of the Individual	Has the LIDDA provided the individual with an explanation of the array of services and supports administered by System Agency and other state agencies (see Attachment A-7: Options for IDD Services and Supports) for which the individual may be eligible? Has the LIDDA explained to the individual his or her rights in accordance with applicable Texas Health and Human Services System agency ("HHS") rules? "HHS" is defined to include the Texas Health and Human Services Commission (System Agency). Has the individual expressed a preference for particular types of services?
Preferences of the LAR or Actively Involved Person	Has the LIDDA provided the LAR or actively involved person with an explanation of the array of services and supports administered by Systems Agency and other state agencies (see Attachment A-7: Options for IDD Services and Supports) for which the individual may be eligible? Has the LIDDA explained the individual's rights to the LAR or actively involved person in accordance with HHS rules? Has the LAR or actively involved person expressed a preference for particular types of services?
Medical Issues	Does the individual have medical/nursing needs? If so, describe the scope of those needs and the types of services needed. (The IDT should take into account the need of an individual for immediate access to emergency medical assistance.) Can these needs be met through either generic or specialist services that are generally available in the community? What can be done to support or facilitate these needs being met in both the individual's current setting and other settings under consideration?
Behavioral or Psychiatric Issues	Does the individual have behavioral or psychiatric treatment needs? If so, describe the scope of those needs and the type of services needed. Can these needs be met through either generic or specialist services that are generally available in the community? What can be done to support or facilitate these needs being met in both the individual's current setting and other settings under consideration?
*Quality of Life	Determine factors that are important to the individual (and LAR or actively involved person) in choosing a place to live, including but not limited to: family, friends, employment, leisure activities, living arrangements, daily routine, privacy, community integration, faith or religion, self-determination, safety, freedom of movement, and dignity of risk (see *Additional Guidelines for Quality of Life below this chart). What can be done to support or facilitate these factors being met in both the individual's current setting and others under consideration?

KEY ISSUES	QUESTIONS / PROBES
Individuals Under 22 Years of Age	For individuals under 22 years of age, has there been a discussion with the family of the importance for the minor to live in a long-term, nurturing relationship with a family and of options to living in an institutional setting? Has permanency planning been incorporated into the service plan and reviewed as required? What efforts have been made to ensure LAR or family participation in services or permanency planning activities? Have educational issues been addressed, including contact with the local school district?
History of Services and Supports	Has the individual received services and supports previously? If yes, describe these and how they benefited the individual. Are there other services and supports that have not been tried but should be considered? If so, explain.
Other Issues	Were other issues discussed? If so, explain.
LIDDA Recom-mendations	Based on discussion of the issues described above, the IDT must determine if there is a less restrictive setting other than the state supported living center. And if so, whether the less restrictive setting is available.

ARTICLE 4 ADDITIONAL GUIDELINES FOR QUALITY OF LIFE

4.1 The environment should afford the development of meaningful relationships or the continuity of current relationships.

4.2 The environment should allow the development of skills that foster independence, to the extent possible.

4.3 The environment should be as inclusive as possible, maximizing opportunities for integration, relationships, and involvement of people with and without disabilities.

4.4 The environment should balance safety, freedom of movement (with or without supports and assistance) and dignity of risk, as determined by the individual's preferences/needs.

4.5 The environment should provide opportunities for expression of faith or religion in a way or to the extent desired.

4.6 The environment should provide opportunities to make decisions, as appropriate.

ARTICLE 5 DOCUMENTATION

5.1 Documentation in the IDT staffing summary will include:

(a) Source of the information discussed;
(b) Relevant deliberation; and
(c) Outcome of the discussion of key issues

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

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

1.2 Initial Eligibility Determination Activities

1.2.1 For individuals referred to the LIDDA for assessments for eligibility for CFC services on the basis of IDD, the LIDDA must complete all assessment activities required by System Agency to determine whether the individual meets an ICF/IID level-of-care (LOC), including the Intellectual Disability/Related Condition (ID/RC) Assessment for CFC (Form 8578-CFC) and Form 8662 (Related Conditions Eligibility Screening Instrument or [RCESI]), if the individual's primary diagnosis is a related condition. LIDDA may have to conduct a Determination of Intellectual Disability (DID) or endorse an existing DID. (See "DID Best Practice Guidelines" at https://hhs.texas.gov/doing-business-hhs/provider-portals/long-term-care-providers/local-intellectual-developmental-disability-authority-lidda/did-best-practice-guidelines for additional information about conducting DIDs.) LIDDA shall submit the assessment information to System Agency using the Client Assignment and Registration (CARE) system for an LOC determination. If an individual's primary diagnosis is a related condition, the LIDDA must:

a. retain a physician's attestation that the individual has a condition listed on the approved list of related conditions; and
b. confirm on CARE screen K23 that the LIDDA has a physician's attestation.

1.2.2 For all individuals for whom System Agency has determined does not meet the criteria for an ICF/IID LOC, LIDDA must compile a packet with the following documentation and submit it to the MCO via the secure File Transfer Protocol (FTP) site:

a. completed Contact Information Sheet and CFC Packet Checklist (Form 1040);
b. completed ID/RC Assessment for CFC (Form 8578-CFC); and
c. copy of the DID report.

1.2.3 For individuals under the age of 21 years for whom System Agency has determined does meet the criteria for an ICF/IID LOC, LIDDA must compile a packet with the following documentation and submit it to the MCO via the secure File Transfer Protocol (FTP) site:

a. completed Contact Information Sheet and CFC Packet Checklist (Form 1040);
b. completed ID/RC Assessment for CFC (Form 8578-CFC);
c. copy of the DID report; and
d. any other related documentation that may need to be transmitted.

1.3 Initial service planning and assignment of service coordinator for individuals 21 years of age or older with an ICF/IID LOC

1.3.1 For individuals with an ICF/IID LOC, LIDDA must conduct the activities described in Sections 1.3.2 and 1.3.3 of this Attachment A-11, no later than 30 days after System Agency authorizes the individual's ICF/IID LOC.

1.3.2 LIDDA conducts person-centered service planning with the individual and the Legally Authorized Representative (LAR). LIDDA contacts the individual or LAR to schedule a time to meet and complete the CFC assessment (Form H6516). The meeting is conducted face-to-face with the individual and the LAR. The LAR may attend by telephone if the LAR is unable to attend in person. The time and location of the meeting must be convenient to the individual and the LAR. At the scheduled meeting, the LIDDA shall:

a. complete the CFC Assessment (Form H6516);
b. complete the Needs Assessment Addendum (Form 2060-B);
c. complete the Consumer Directed Services(CDS) Option Overview (Form 1581);
d. identify with the individual and the LAR, a date, time, and location for the joint meeting with the MCO service coordinator, that is approximately three weeks after the completion of Form H6516;
e. provides a copy of the flyer titled "Community First Choice: Choosing a Provider" available at https://hhs.texas.gov/sites/hhs/files//documents/services/health/medicaid-chip/programs/community-first-choice/cfc-flyer.pdf;
f. tells the individual/LAR to expect a list of CFC providers from the MCO within the next two weeks;
g. encourages the individual/LAR to be prepared to identify the selected CFC provider at the joint meeting; and
tell the individual/LAR to contact the MCO with questions about providers.

1.3.3 LIDDA must compile a packet with the following documentation and submit it to the MCO via the secure FTP site:

a. a completed Form 1040 (Contact Information Sheet and CFC Packet Checklist) that includes the date, time, and location of the scheduled joint meeting, and where the MCO sends a list of CFC providers;
b. a copy of the DID report;
c. the completed ID/RC Assessment for CFC (Form 8578-CFC);
d. the completed CFC Assessment (Form H6516);
e. the completed Needs Assessment Addendum (Form 2060-B);
f. completed Consumer Directed Services Option Overview (Form 1581);and
g. any other related documentation that may need to be submitted.

1.3.4 When the MCO receives the packet from the LIDDA, the MCO determines if the individual has a need for CFC services.

a. If no services are on the recommended service plan (i.e., Form H6516 completed by the LIDDA), the MCO denies the request for services and sends the individual an adverse determination letter, which includes an offer for a fair hearing. In accordance with Section 1.6.1 of this Attachment, the LIDDA must participate in a fair hearing, if requested by the individual or LAR, to explain why no services were recommended.
b. If there are services on the recommended service plan, but the MCO does not agree with the services being recommended, the MCO service coordinator contacts the LIDDA to discuss the service plan and to reach an agreement about changes to the service plan that will be presented to the individual. Following an agreement, the MCO service coordinator, the individual, the LAR, and LIDDA meet to jointly review the services for which the individual will be authorized. The MCO then authorizes services and notifies the individual. The MCO also notifies the LIDDA of the selected provider.
c. If there are services on the recommended service plan and the MCO service coordinator agrees with the services being recommended, the MCO service coordinator, the individual, the LAR, and LIDDA meet to jointly review the services for which the individual will be authorized. The MCO then authorizes services and notifies the individual. The MCO also notifies the LIDDA of the selected provider.

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

1.4 Annual Reassessment

1.4.1 No later than 60 calendar days prior to the expiration of the ICF/IID LOC for an individual, the LIDDA must communicate with the appropriate MCO to determine whether the individual is receiving CFC services. For individuals who are receiving CFC services, the LIDDA must conduct the reassessment activities described in this section and communicate with the MCOs as directed by System Agency. For individuals who are not receiving CFC services, the LIDDA has no reassessment responsibilities.

1.4.2 LIDDA completes the ID/RC Assessment for CFC (Form 8578-CFC) for System Agency to determine if the individual continues to meet the ICF/IID LOC criteria. LIDDA may have to complete a new Determination of Intellectual Disability (DID), if warranted or if the individual's current DID was completed when the individual was under the age of 22 years and the testing was done more than five years ago. (See "DID Best Practice Guidelines" at https://hhs.texas.gov/doing-business-hhs/provider-portals/long-term-care-providers/local-intellectual-developmental-disability-authority-lidda/did-best-practice-guidelines for additional information about conducting DIDs.) The LIDDA submits the assessment information to System Agency using the CARE system for a level of care determination.

1.4.3 For all individuals for whom System Agency has determined does not continue meet the criteria for an ICF/IID LOC, the LIDDA must compile a packet with the following documentation and submit it to the MCO via the secure FTP site:

a. completed Contact Information Sheet and CFC Packet Checklist (Form 1040);
b. completed ID/RC Assessment for CFC (Form 8578-CFC); and
c. DID report, if a new DID was completed.

1.4.4 For individuals under the age of 21 years for whom System Agency has determined does meet the criteria for an ICF/IID LOC, LIDDA must compile a packet with the following documentation and submit it to the MCO via the secure File Transfer Protocol (FTP) site:

a. completed Contact Information Sheet and CFC Packet Checklist (Form 1040);
b. completed ID/RC Assessment for CFC (Form 8578-CFC);
c. copy of the DID report; and
d. any other related documentation that may need to be transmitted.

1.5 Annual service planning and continuation of LIDDA service coordination for individuals 21 years of age or older who continue to have an ICF/IID LOC

1.5.1 For an individual 21 years of age or older who continues to have an ICF/IID LOC, the LIDDA conducts person centered service planning to determine what services the individual needs. LIDDA contacts the individual or LAR to schedule a time to meet and complete the CFC assessment (Form H6516). The meeting is conducted face-to-face with the individual and LAR and occurs at a time and location convenient to the individual and LAR. At the scheduled meeting, the LIDDA:

a. completes the CFC Assessment (Form H6516);
b. completes the Needs Assessment Addendum (Form 2060-B);
c. completes the Consumer Directed Services Option Overview (Form 1581);
d. identifies with the individual and the LAR, a date, time, and location for the joint meeting with the MCO service coordinator, that is approximately three weeks after the completion of Form H6516; and
e. determines if the individual or LAR wants to change providers, and if so, requests that the MCO send the individual a list of providers using Form 1040.

1.5.2 No later than 45 calendar days prior to the expiration of an individual's ICF/IID LOC, LIDDA must compile a packet with the following documentation and submit it to the MCO via the secure FTP site:

a. completed Contact Information Sheet and CFC Packet Checklist (Form 1040) that includes the date, time, and location of the joint meeting, and where to send provider information, if applicable;
b. completed ID/RC Assessment for CFC (Form 8578-CFC);
c. copy of the DID report, if a new DID was completed;
d. completed CFC Assessment (Form H6516);
e. completed Needs Assessment Addendum (Form 2060-B); and
f. completed Consumer Directed Services Option Overview (Form 1581).

1.5.3 When the MCO receives the packet from the LIDDA, the MCO determines if the individual continues to have a need for CFC services.

a. If no services are on the recommended service plan (i.e., completed H6516), the MCO denies the request for services and sends the individual an adverse determination letter, which includes an offer for a fair hearing. In accordance with Section 1.6.1 of this Attachment A-11, the LIDDA must participate in a fair hearing, if requested by the individual or the LAR, to explain why no services were recommended.
b. If there are services on the recommended service plan, but the MCO does not agree with the services being recommended, the MCO service coordinator contacts the LIDDA to discuss the service plan and to reach an agreement about changes to the service plan that will be presented to the individual. Following agreement, the MCO service coordinator, the individual, the LAR, and LIDDA meet to jointly review the services for which the individual will be authorized. The MCO then authorizes services and notifies the individual.
c. If there are services on the recommended service plan and the MCO service coordinator agrees with the services being recommended, the MCO service coordinator, the individual, the LAR, and LIDDA meet to jointly review the services for which the individual will be authorized. The MCO then authorizes services and notifies the individual.
d. If the individual selected a different provider, the MCO notifies the LIDDA of the name of the selected provider.

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

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

1.6.1 If an MCO denies an individual's request for service because there were no services on the individual's recommended service plan (i.e., Form H6516 completed by the LIDDA) and the individual requests a fair hearing to appeal the denial, LIDDA must participate in the fair hearing to explain why no services were recommended.

ATTACHMENT A-12
MEDICAID ESTATE RECOVERY PROGRAM

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

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

1.1.2 Facilitate completion of the *Medicaid Estate Recovery Program Receipt Acknowledgement* (Form 8001) with the individual and authorized representative or legal guardian and provide a copy of the completed form to:

(a) The individual and authorized representative or legal guardian; and
(b) The Medicaid provider who will provide services to the individual upon enrollment.

1.1.3 File and maintain the completed *Medicaid Estate Recovery Program Receipt* Acknowledgement (Form 8001) in the LIDDA's medical record for the individual.

1.2 The *Medicaid Estate Recovery Program Receipt Acknowledgement* (Form 8001) as well as other information on MERP can be found at:

https://hhs.texas.gov/laws-regulations/forms/forms-8000-8999

ATTACHMENT A-13
Permanency Planning Requirements

1.1 Local Intellectual and Development Disability Authority (LIDDA) shall conduct and document permanency planning for individuals under age 22 years enrolling in or currently residing in an ICF/IID or HCS residential setting in accordance with [HHSC] rules 40 Tex. Admin. Code, Chapter 9, Subchapter D (Home and Community-Based Services (HCS) Program) and 40 Tex. Admin. Code, Chapter 9, Subchapter E (ICF/IID Programs – Contracting) and as follows.

1.1.1 For individuals who *are enrolling* from a family-based setting into an ICF/IID, including a state supported living center (SSLC), or an HCS residential setting, the LIDDA shall conduct *initial* permanency planning at the time of the individual's enrollment.

1.1.2 For individuals who *currently reside* in an ICF/IID, including an SSLC, or an HCS residential setting, the LIDDA shall conduct a *review* of the permanency plan six months after the initial permanency plan was conducted and every six months after the review until the individual reaches age 22 years or the individual leaves the ICF/IID or HCS residential setting to live in a family-based setting. LIDDA shall provide to and review with the individual and family or LAR the *A Message for Families …* document located at:

https://hhs.texas.gov/doing-business-hhs/provider-portals/long-term-care-providers/local-intellectual-developmental-disability-authority-lidda/permanency-planning-children.

Note: [HHSC] rules governing ICF/IID Programs – Contracting, specifically §9.250(1), and Home and Community-based Services (HCS) Program, specifically §9.167(b) (1) both of which relate to permanency planning reviews, state that the LIDDA must provide written notice to the LAR of a meeting to conduct a review of the individual's permanency plan no later than 21 days before the meeting date and include a request for a response from the LAR.

1.1.3 LIDDA shall use the following CARE XPTR reports to identify the individuals in need of permanency planning and the timeframes for conducting permanency planning:

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

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

1.1.4 LIDDA shall submit a copy of the permanency plan to the ICF/IID or HCS provider and LAR or family by the plan of care implementation date.

1.1.5 LIDDA shall enter into the Client Assignment and Registration system (CARE):

(a) the initial permanency planning information within ten days after meeting with the family; and
(b) the permanency planning review information within ten days after the review date.

For individuals who are younger than ten years of age, LIDDA shall also email the permanency planning information (initial and reviews) encrypted to the IDD Contract Accountability and Oversight mailbox at LocalAuthorityCAO@dads.state.tx.us.

1.1.6 LIDDA shall develop permanency plans using the permanency planning instrument located at:

https://hhs.texas.gov/doing-business-hhs/provider-portals/long-term-care-providers/local-intellectual-developmental-disability-authority-lidda/permanency-planning-children.

1.1.7 If an individual is 18-22 years of age and does not have an LAR but does have an actively-involved family member, LIDDA must include the actively-involved family member in permanency planning unless the individual is opposed to such inclusion.

ATTACHMENT A-14
RELEVANT RULES GRID FOR PROVIDERS OF LIDDAS

"Provider" means any person or entity that contracts with the local intellectual and development disability authority (LIDDA) to provide intellectual and developmental disabilities community services to individuals or the part of the LIDDA directly providing the community services to individuals.

Base Rules LIDDA must require its providers to comply with the following base rules. LIDDA must describe the procedures for each provider to follow to ensure the provider's compliance.
1. Protected Health Information (40 Tex. Admin. Code, 4-A)
2. Rights of Individuals with an Intellectual Disability (40 Tex. Admin. Code, 4-C)
3. Charges for Community Services (40 Tex. Admin. Code, 2-C)
4. Criminal History and Registry Clearances (40 Tex. Admin. Code, 4-K)
5. Abuse, Neglect, and Exploitation rules: (a) Abuse, Neglect, and Exploitation in Local Authorities and Community Centers (40 Tex. Admin. Code, 4-L) (b) Investigations of Individuals Receiving Services from Certain Providers (40 Tex. Admin. Code, Chapter 711)
6. Local Authority Notification and Appeal (40 Tex. Admin. Code, 2-A)

The following charts identify the services (left column) described in the Performance Contract next to the relevant rules (right column) for which the provider must comply. All rules are in Title 40 of the Texas Administrative Code unless otherwise noted. Rules are identified with their chapter and subchapter designation. For example, 40 Tex. Admin. Code, Chapter 2, Subchapter A, is identified as "(2-A)."

IDD Service	Relevant Rules for Provider
Screening	LIDDA must describe the procedures for each provider to follow in order for the LIDDA to comply with Role and Responsibilities of a Local Authority (2-G) - §2.305(b)(4). Section 2.307(b) governs screening.
Eligibility Determination	Diagnostic Assessment (5-D)

IDD Service	Relevant Rules for Provider
IDD Community Services/Independent Living Skills:	
A. Community Support	LIDDA must describe the procedures for each provider to follow in order for the LIDDA to comply with Role and Responsibilities of a Local Authority (2-G) - §2.305(b)(4).
B. Respite	LIDDA must describe the procedures for each provider to follow in order for the LIDDA to comply with Role and Responsibilities of a Local Authority (2-G) - §2.305(b)(4).
C. Crisis Respite	LIDDA must describe the procedures for each provider to follow in order for the LIDDA to comply with Role and Responsibilities of a Local Authority (2-G) - §2.305(b)(4).
D. Employment Assistance	LIDDA must describe the procedures for each provider to follow in order for the LIDDA to comply with Role and Responsibilities of a Local Authority (2-G) - §2.305(b)(4).
E. Supported Employment	LIDDA must describe the procedures for each provider to follow in order for the LIDDA to comply with Role and Responsibilities of a Local Authority (2-G) - §2.305(b)(4).
F. Nursing	LIDDA must describe the procedures for each provider to follow in order for the LIDDA to comply with Role and Responsibilities of a Local Authority (2-G) - §2.305(b)(4).
G. Behavioral Support	LIDDA must describe the procedures for each provider to follow in order for the LIDDA to comply with Role and Responsibilities of an LIDDA (2-G) - §2.305(b)(4). Section 2.313(e) governs behavioral support.
H. Specialized Therapies	LIDDA must describe the procedures for each provider to follow in order for the LIDDA to comply with Role and Responsibilities of a Local Authority (2-G) - §2.305(b)(4).
I. Vocational Training	LIDDA must describe the procedures for each provider to follow in order for the LIDDA to comply with Role and Responsibilities of a Local Authority (2-G) - §2.305(b)(4).
J. Day Habilitation	LIDDA must describe the procedures for each provider to follow in order for the LIDDA to comply with Role and Responsibilities of a Local Authority (2-G) - §2.305(b)(4).

IDD Service	Relevant Rules for Provider
Residential Services:	
A. Family Living	
B. Residential Living	
C. Contracted Specialized Residences	

If the following activity is included in any of the services listed above …	**Then the provider must also comply with the following relevant rules …**
Medication Practices	LIDDA must describe the procedures for each provider to follow in order for the LIDDA to comply with §2.313(c) of rules governing the Role and Responsibilities of a Local Authority (2-G).
Use of Restraint	LIDDA must describe the procedures for each provider to follow in order for the LIDDA to comply with §2.313(f) of rules governing the Role and Responsibilities of a Local Authority (2-G).
Consent for Psychoactive Medication	LIDDA must describe the procedures for each provider to follow in order for the LIDDA to comply with §2.313(d) of rules governing the Role and Responsibilities of a Local Authority (2-G).

Additional Relevant Licensure Requirements and Rules

Additional licensure requirements and rules of other state agencies which may be applicable include but are not limited to:

For Providers That Serve Food	Texas Department of State Health Services (DSHS) rules governing food service (25 TAC, Part 1, Chapter 229)
For Institutions Providing Basic Child Care including institutions serving children with intellectual disability, residential treatment centers, halfway houses, and therapeutic camps	Texas Department of Family and Protective Services rules governing general residential operations (40 Tex. Admin. Code, Part 19, Chapter 748)
For Assisted Living Facilities	Rules governing assisted living facilities (40 Tex. Admin. Code, Ch. 92)

ATTACHMENT A-15
VOTER REGISTRATION

ARTICLE 1 OPPORTUNITY TO REGISTER TO VOTE

1.1 Upon entry into services, local intellectual and developmental disability authority (LIDDA) shall provide individuals 18 years of age or older an opportunity to register to vote. For all individuals who express a desire to register to vote, LIDDA shall provide assistance and privacy in the completion of the registration form

1.2 If the individual declines to register to vote, LIDDA will request that the individual complete the declination form. LIDDA shall maintain the completed declination form for 22 months and in a confidential location that is not a part of the individual's medical or clinical record

1.3 If the individual asks that the Individual submit the completed registration form, then the LIDDA must mail or deliver the form to the county voter registrar within five days following completion of the form.

1.4 LIDDA shall follow the guidelines for Voters with Special Needs, which may be accessed at VoteTexas.gov: http://www.votetexas.gov/voters-with-special-needs/.

ARTICLE 2 DECLINING TO REGISTER

2.1 If the individual declines to complete a voter registration form, LIDDA will request that the individual complete and sign Form 1019. If the individual refuses to sign Form 1019, the LIDDA must document the refusal on the form. LIDDA shall maintain the completed declination form for 22 months and in a confidential location that is not a part of the individual's medical or clinical record.

ARTICLE 3 ADDITIONAL GUIDELINES

3.1 LIDDA must provide the same degree of assistance, including bilingual assistance, to help an individual complete the voter registration form as is provided with the completion of any System Agency or LIDDA form.

3.2 LIDDA may not make a determination about an individual's eligibility for voter registration other than a determination of whether the individual is of voting age, which is 18 years of age, or is a U.S. citizen. An individual's age or citizenship may be verified by the LIDDA if the age or citizenship can be readily determined from information filed with the LIDDA or System Agency for purposes other than voter registration. An individual must be offered voter registration assistance if the individual's age or citizenship cannot be determined.

3.3 LIDDA must not:

(a) influence an individual's political party preference;
(b) display any political party preference or allegiance;
(c) make any statement or take any action for the purpose or effect of:
   i. discouraging the individual from registering to vote; or
   ii. leading the individual to believe that a decision of whether to register has any bearing on the availability of or eligibility for services or benefits.

3.4 If the individual has any questions regarding the voter registration process that the LIDDA cannot answer, LIDDA must:

(a) advise the individual to call the Office of the Texas Secretary of State toll-free at 1-800-252-VOTE (8683); or
(b) give the individual the telephone number of the local county voter registrar.

ARTICLE 4 ORDERING VOTER REGISTRATION FORMS FROM SYSTEM AGENCY

4.1 LIDDA must order voter registration forms from System Agency by sending an email to IDDperformance.contracts@hhsc.state.tx.us with the following information:

(a) The subject line of the email is "voter registration forms";
(b) The number of forms in English and the number of forms in Spanish;
(c) The name of the LIDDA;
(d) The physical address of the LIDDA (no P.O. Box); and
(e) The name of the LIDDA staff requesting the forms.

Document Overview: This attachment provides principles to be applied in establishing the allowability of certain items involved in determining cost, in addition to the requirements of Subtitle II. Basic Considerations of this subpart. These principles apply whether or not a particular item of cost is properly treated as direct cost or indirect (F&A) cost. Failure to mention a particular item of cost is not intended to imply that it is either allowable or unallowable; rather, determination as to allowability in each case should be based on the treatment provided for similar or related items of cost, and based on the principles described in §§200.402 Composition of costs through 200.411 Adjustment of previously negotiated indirect (F&A) cost rates containing unallowable costs. In case of a discrepancy between the provisions of a specific Federal award and the provisions below, the Federal award governs. Criteria outlined in §200.403 Factors affecting allowability of costs must be applied in determining allowability. See also §200.102 Exceptions.

Items of Cost	e-CFR	Status	Restrictions	Additional Information
Advertising and public relations.	§200.421	Allowable	The only allowable advertising costs are those which are solely for: (1) The recruitment of personnel required by the non-Federal entity for performance of a Federal award (See also §200.463 Recruiting costs); (2) The procurement of goods and services for the performance of a Federal award; (3) The disposal of scrap or surplus materials acquired in the performance of a Federal award except when non-Federal entities are reimbursed for disposal costs at a predetermined amount; or (4) Program outreach and other specific purposes necessary to meet the requirements of the Federal award. The only allowable public relations costs are: (1) Costs specifically required by the Federal award; (2) Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of the Federal award (these costs are considered necessary as part of the outreach effort for the Federal award); or (3) Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of unding opportunities, financial matters, etc.	Unallowable advertising and public relations costs include the following: (1) All advertising and public relations costs other than as specified in paragraphs (b) and (d) of this section; (2) Costs of meetings, conventions, convocations, or other events related to other activities of the entity (see also §200.432 Conferences), including: (i) Costs of displays, demonstrations, and exhibits; (ii) Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; and (iii) Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings; (3) Costs of promotional items and memorabilia, including models, gifts, and souvenirs; (4) Costs of advertising and public relations designed solely to promote the non-Federal entity.
Advisory councils.	§200.422	Unallowable		Costs incurred by advisory councils or committees are unallowable unless authorized by statute, the Federal awarding agency or as an indirect cost where allocable to Federal awards. See §200.444 General costs of government, applicable to states, local governments and Indian tribes.
Alcoholic beverages.	§200.423	Unallowable		Costs of alcoholic beverages are unallowable.
Alumni/ae activities.	§200.424	Unallowable		Costs incurred by IHEs for, or in support of, alumni/ae activities are unallowable.
Audit services.	§200.425	Allowable	A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by requirements of this part, are allowable.	However, the following audit costs are unallowable: (1) Any costs when audits required by the Single Audit Act and Subpart F—Audit Requirements of this part have not been conducted or have been conducted but not in accordance therewith; and (2) Any costs of auditing a non-Federal entity that is exempted from having an audit conducted under the Single Audit Act and Subpart F—Audit Requirements of this part because its expenditures under Federal awards are less than $750,000 during the non-Federal entity's fiscal year. *See Section §200.425 for additional information.*
Bad debts.	§200.426	Unallowable		Bad debts (debts which have been determined to be uncollectable), including losses (whether actual or estimated) arising from uncollectable accounts and other claims, are unallowable. Related collection costs, and related legal costs, arising from such debts after they have been determined to be uncollectable are also unallowable. See also §200.428 Collections of improper payments.
Bonding costs.	§200.427	Allowable	(a) Bonding costs arise when the Federal awarding agency requires assurance against financial loss to itself or others by reason of the act or default of the non-Federal entity. They arise also in instances where the non-Federal entity requires similar assurance, including: bonds as bid, performance, payment, advance payment, infringement, and fidelity bonds for employees and officials. (b) Costs of bonding required pursuant to the terms and conditions of the Federal award are allowable. (c) Costs of bonding required by the non-Federal entity in the general conduct of its operations are allowable as an indirect cost to the extent that such bonding is in accordance with sound business practice and the rates and premiums are reasonable under the circumstances.	
Collections of improper payments.	§200.428	Allowable	The costs incurred by a non-Federal entity to recover improper payments are allowable as either direct or indirect costs, as appropriate. Amounts collected may be used by the non-Federal entity in accordance with cash management standards set forth in §200.305 Payment.	
Commencement and convocation costs.	§200.429	Unallowable		For IHEs, costs incurred for commencements and convocations are unallowable, except as provided for in Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), paragraph (B)(9) Student Administration and Services, as student activity costs.

Items of Cost	e-CFR	Status	Restrictions	Additional Information
Compensation—personal services.	§200.430	Allowable	General. Compensation for personal services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in §200.431 Compensation—fringe benefits. Costs of compensation are allowable to the extent that they satisfy the specific requirements of this part, and that the total compensation for individual employees: (1) Is reasonable for the services rendered and conforms to the established written policy of the non-Federal entity consistently applied to both Federal and non-Federal activities; 2) Follows an appointment made in accordance with a non-Federal entity's laws and/or rules or written policies and meets the requirements of Federal statute, where applicable; and (3) Is determined and supported as provided in paragraph (i) of this section, Standards for Documentation of Personnel Expenses, when applicable. *See §200.430 for additional information.*	Unallowable costs. (1) Costs which are unallowable under other sections of these principles must not be allowable under this section solely on the basis that they constitute personnel compensation.
Compensation—fringe benefits.	§200.431	Allowable	Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable provided that the benefits are reasonable and are required by law, non-Federal entity-employee agreement, or an established policy of the non-Federal entity. *See §200.431 for additional information.*	Leave. The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met: (1) They are provided under established written leave policies; (2) The costs are equitably allocated to all related activities, including Federal awards; and, (3) The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.
Conferences.	§200.432	Allowable	A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award. Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The Federal awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also §§200.438 Entertainment costs, 200.456 Participant support costs, 200.474 Travel costs, and 200.475 Trustees.	
Contingency provisions.	§200.433	Allowable	(a) Contingency is that part of a budget estimate of future costs (typically of large construction projects, IT systems, or other items as approved by the Federal awarding agency) which is associated with possible events or conditions arising from causes the precise outcome of which is indeterminable at the time of estimate, and that experience shows will likely result, in aggregate, in additional costs for the approved activity or project. Amounts for major project scope changes, unforeseen risks, or extraordinary events may not be included. b) It is permissible for contingency amounts other than those excluded in paragraph (a) of this section to be explicitly included in budget estimates, to the extent they are necessary to improve the precision of those estimates. Amounts must be estimated using broadly-accepted cost estimating methodologies, specified in the budget documentation of the Federal award, and accepted by the Federal awarding agency. As such, contingency amounts are to be included in the Federal award. In order for actual costs incurred to be allowable, they must comply with the cost principles and other requirements in this part (see also §§200.300 Statutory and national policy requirements through 200.309 Period of performance of Subpart D of this part and 200.403 Factors affecting allowability of costs); be necessary and reasonable for proper and efficient accomplishment of project or program objectives, and be verifiable from the non-Federal entity's records. (c) Payments made by the Federal awarding agency to the non-Federal entity's "contingency reserve" or any similar payment made for events the occurrence of which cannot be foretold with certainty as to the time or intensity, or with an assurance of their happening, are unallowable, except as noted in §§200.431 Compensation—fringe benefits regarding self-insurance, pensions, severance and post-retirement health costs and 200.447 Insurance and indemnification.	
Contributions and donations.	§200.434	Unallowable		(a) Costs of contributions and donations, including cash, property, and services, from the non-Federal entity to other entities, are unallowable.
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements.	§200.435	Unallowable		
Depreciation.	§200.436	Allowable	The allocation for depreciation must be made in accordance with Appendices III through IX.	

Items of Cost	e-CFR	Status	Restrictions	Additional Information
Employee health and welfare costs.	§200.437	Allowable	Costs incurred in accordance with the non-Federal entity's documented policies for the improvement of working conditions, employer-employee relations, employee health, and employee performance are allowable. (b) Such costs will be equitably apportioned to all activities of the non-Federal entity. Income generated from any of these activities will be credited to the cost thereof unless such income has been irrevocably sent to employee welfare organizations. (c) Losses resulting from operating food services are allowable only if the non-Federal entity's objective is to operate such services on a break-even basis. Losses sustained because of operating objectives other than the above are allowable only: (1) Where the non-Federal entity can demonstrate unusual circumstances; and (2) With the approval of the cognizant agency for indirect costs.	
Entertainment costs.	§200.438	Unallowable		Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the Federal award or with prior written approval of the Federal awarding agency.
Equipment and other capital expenditures.	§200.439	Allowable	See §§200.13 Capital expenditures, 200.33 Equipment, 200.89 Special purpose equipment, 200.48 General purpose equipment, 200.2 Acquisition cost, and 200.12 Capital assets.	
Exchange rates.	§200.440	Allowable	(a) Cost increases for fluctuations in exchange rates are allowable costs subject to the availability of funding. Prior approval of exchange rate fluctuations is required only when the change results in the need for additional Federal funding, or the increased costs result in the need to significantly reduce the scope of the project. The Federal awarding agency must however ensure that adequate funds are available to cover currency fluctuations in order to avoid a violation of the Anti-Deficiency Act. (b) The non-Federal entity is required to make reviews of local currency gains to determine the need for additional federal funding before the expiration date of the Federal award. Subsequent adjustments for currency increases may be allowable only when the non-Federal entity provides the Federal awarding agency with adequate source documentation from a commonly used source in effect at the time the expense was made, and to the extent that sufficient Federal funds are available.	
Fines, penalties, damages and other settlements.	§200.441	Unallowable		Costs resulting from non-Federal entity violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the Federal award, or with prior written approval of the Federal awarding agency. See also §200.435 Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements.
Fund raising and investment management costs.	§200.442	Unallowable		
Gains and losses on disposition of depreciable assets.	§200.443	Allowable	(a) Gains and losses on the sale, retirement, or other disposition of depreciable property must be included in the year in which they occur as credits or charges to the asset cost grouping(s) in which the property was included. The amount of the gain or loss to be included as a credit or charge to the appropriate asset cost grouping(s) is the difference between the amount realized on the property and the undepreciated basis of the property.	
General costs of government.	§200.444	Unallowable	(a) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in §200.474 Travel costs).	
Goods or services for personal use.	§200.445	Unallowable	Costs of goods or services for personal use of the non-Federal entity's employees are unallowable regardless of whether the cost is reported as taxable income to the employees.	
Idle facilities and idle capacity.	§200.446	Unallowable		
Insurance and indemnification.	§200.447	Allowable	(a) Costs of insurance required or approved and maintained, pursuant to the Federal award, are allowable.	Actual losses which could have been covered by permissible insurance (through a self-insurance program or otherwise) are unallowable, unless expressly provided for in the Federal award. However, costs incurred because of losses not covered under nominal deductible insurance coverage provided in keeping with sound management practice, and minor losses not covered by insurance, such as spoilage, breakage, and disappearance of small hand tools, which occur in the ordinary course of operations, are allowable. 4) Costs of insurance on the lives of trustees, officers, or other employees holding positions of similar responsibilities are allowable only to the extent that the insurance represents additional compensation (see §200.431 Compensation—fringe benefits). The cost of such insurance when the non-Federal entity is identified as the beneficiary is unallowable. (5) Insurance against defects. Costs of insurance with respect to any costs incurred to correct defects in the non-Federal entity's materials or workmanship are unallowable (c) Actual losses which could have been covered by permissible insurance (through a self-insurance program or otherwise) are unallowable, unless expressly provided for in the Federal award. However, costs incurred because of losses not covered under nominal deductible insurance coverage provided in keeping with sound management practice, and minor losses not covered by insurance, such as spoilage, breakage, and disappearance of small hand tools, which occur in the ordinary course of operations, are allowable.

Items of Cost	e-CFR	Status	Restrictions	Additional Information
Intellectual property.	§200.448	Allowable	a) Patent costs. (1) The following costs related to securing patents and copyrights are allowable: (i) Costs of preparing disclosures, reports, and other documents required by the Federal award, and of searching the art to the extent necessary to make such disclosures; (ii) Costs of preparing documents and any other patent costs in connection with the filing and prosecution of a United States patent application where title or royalty-free license is required by the Federal Government to be conveyed to the Federal Government; and (iii) General counseling services relating to patent and copyright matters, such as advice on patent and copyright laws, regulations, clauses, and employee intellectual property agreements (See also §200.459 Professional service costs).	(2) The following costs related to securing patents and copyrights are unallowable: *See section §200.448 for additional information.*
Interest.	§200.449	Unallowable		(2) For non-Federal entity fiscal years beginning on or after January 1, 2016, intangible assets include patents and computer software. For software development projects, only interest attributable to the portion of the project costs capitalized in accordance with GAAP is allowable. *Please see §200.449 for additional information.*
Lobbying.	§200.450	Unallowable		
Losses on other awards or contracts.	§200.451	Unallowable		
Maintenance and repair costs.	§200.452	Allowable	Costs incurred for utilities, insurance, security, necessary maintenance, janitorial services, repair, or upkeep of buildings and equipment (including Federal property unless otherwise provided for) which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in an efficient operating condition, are allowable. Costs incurred for improvements which add to the permanent value of the buildings and equipment or appreciably prolong their intended life must be treated as capital expenditures (see §200.439 Equipment and other capital expenditures). These costs are only allowable to the extent not paid through rental or other agreements.	
Materials and supplies costs, including costs of computing devices.	§200.453	Allowable		
Memberships, subscriptions, and professional activity costs.	§200.454	Allowable		Costs of membership in any country club or social or dining club or organization are unallowable. Costs of membership in organizations whose primary purpose is lobbying are unallowable. See also §200.450 Lobbying.
Organization costs.	§200.455	Unallowable		Costs such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselor, whether or not employees of the non-Federal entity in connection with establishment or reorganization of an organization, are unallowable except with prior approval of the Federal awarding agency.
Participant support costs.	§200.456	Allowable	Participant support costs as defined in §200.75 Participant support costs are allowable with the prior approval of the Federal awarding agency.	
Plant and security costs.	§200.457	Allowable	Necessary and reasonable expenses incurred for protection and security of facilities, personnel, and work products are allowable. Such costs include, but are not limited to, wages and uniforms of personnel engaged in security activities; equipment; barriers; protective (non-military) gear, devices, and equipment; contractual security services; and consultants. Capital expenditures for plant security purposes are subject to §200.439 Equipment and other capital expenditures.	
Pre-award costs.	§200.458	Allowable	Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency.	
Professional service costs.	§200.459	Allowable	Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the non-Federal entity, are allowable, subject to paragraphs (b) and (c) when reasonable in relation to the services rendered and when not contingent upon recovery of the costs from the Federal Government. In addition, legal and related services are limited under §200.435 Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements.	
Proposal costs.	§200.460	Allowable	Proposal costs are the costs of preparing bids, proposals, or applications on potential Federal and non-Federal awards or projects, including the development of data necessary to support the non-Federal entity's bids or proposals. Proposal costs of the current accounting period of both successful and unsuccessful bids and proposals normally should be treated as indirect (F&A) costs and allocated currently to all activities of the non-Federal entity. No proposal costs of past accounting periods will be allocable to the current period.	
Publication and printing costs.	§200.461	Allowable	Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular cost objective, they should be allocated as indirect costs to all benefiting activities of the non-Federal entity.	

Items of Cost	e-CFR	Status	Restrictions	Additional Information
Rearrangement and reconversion costs.	§200.462	Allowable	Costs incurred for ordinary and normal rearrangement and alteration of facilities are allowable as indirect costs. Special arrangements and alterations costs incurred specifically for a Federal award are allowable as a direct cost with the prior approval of the Federal awarding agency or pass-through entity.	
Recruiting costs.	§200.463	Allowable		Special emoluments, fringe benefits, and salary allowances incurred to attract professional personnel that do not meet the test of reasonableness or do not conform with the established practices of the non-Federal entity, are unallowable.
Relocation costs of employees.	§200.464	Allowable	Relocation costs are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period of not less than 12 months) of an existing employee or upon recruitment of a new employee. Relocation costs are allowable, subject to the limitations described in paragraphs (b), (c), and (d) of this section, provided that:	The following costs related to relocation are unallowable: (1) Fees and other costs associated with acquiring a new home. (2) A loss on the sale of a former home. (3) Continuing mortgage principal and interest payments on a home being sold. (4) Income taxes paid by an employee related to reimbursed relocation costs.
Rental costs of real property and equipment.	§200.465	Allowable	Rental costs are allowable to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased. Rental arrangements should be reviewed periodically to determine if circumstances have changed and other options are available.	Rental costs under leases which are required to be treated as capital leases under GAAP are allowable only up to the amount (as explained in paragraph (b) of this section) that would be allowed had the non-Federal entity purchased the property on the date the lease agreement was executed. The provisions of GAAP must be used to determine whether a lease is a capital lease. Interest costs related to capital leases are allowable to the extent they meet the criteria in §200.449 Interest. Unallowable costs include amounts paid for profit, management fees, and taxes that would not have been incurred had the non-Federal entity purchased the property The rental of any property owned by any individuals or entities affiliated with the non-Federal entity, to include commercial or residential real estate, for purposes such as the home office workspace is unallowable.
Scholarships and student aid costs.	§200.466	Allowable	Costs of scholarships, fellowships, and other programs of student aid at IHEs are allowable only when the purpose of the Federal award is to provide training to selected participants and the charge is approved by the Federal awarding agency. However, tuition remission and other forms of compensation paid as, or in lieu of, wages to students performing necessary work are allowable provided that: 1) The individual is conducting activities necessary to the Federal award; (2) Tuition remission and other support are provided in accordance with established policy of the IHE and consistently provided in a like manner to students in return for similar activities conducted under Federal awards as well as other activities; and (3) During the academic period, the student is enrolled in an advanced degree program at a non-Federal entity or affiliated institution and the activities of the student in relation to the Federal award are related to the degree program; (4) The tuition or other payments are reasonable compensation for the work performed and are conditioned explicitly upon the performance of necessary work; and (5) It is the IHE's practice to similarly compensate students under Federal awards as well as other activities. (b) Charges for tuition remission and other forms of compensation paid to students as, or in lieu of, salaries and wages must be subject to the reporting requirements in §200.430 Compensation—personal services, and must be treated as direct or indirect cost in accordance with the actual work being performed. Tuition remission may be charged on an average rate basis. See also §200.431 Compensation—fringe benefits.	
Selling and marketing costs.	§200.467	Unallowable		Costs of selling and marketing any products or services of the non-Federal entity (unless allowed under §200.421 Advertising and public relations.) are unallowable, except as direct costs, with prior approval by the Federal awarding agency when necessary for the performance of the Federal award.
Specialized service facilities.	§200.468	Allowable	The costs of services provided by highly complex or specialized facilities operated by the non-Federal entity, such as computing facilities, wind tunnels, and reactors are allowable, provided the charges for the services meet the conditions of either paragraphs (b) or (c) of this section, and, in addition, take into account any items of income or Federal financing that qualify as applicable credits under §200.406 Applicable credits.	
Student activity costs.	§200.469	Unallowable		Costs incurred for intramural activities, student publications, student clubs, and other student activities, are unallowable, unless specifically provided for in the Federal award.
Taxes (including Value Added Tax).	§200.470	Allowable		This provision does not restrict the authority of the Federal awarding agency to identify taxes where Federal participation is inappropriate. Where the identification of the amount of unallowable taxes would require an inordinate amount of effort, the cognizant agency for indirect costs may accept a reasonable approximation thereof. (b) For nonprofit organizations and IHEs:
Termination costs.	§200.471	Allowable		The cost of items reasonably usable on the governmental unit's other work shall not be allowable unless the governmental unit submits evidence that it would not retain such items at cost without sustaining a loss. In deciding whether such items are reasonably usable on other work of the governmental unit, the awarding agency should consider the governmental unit's plans and orders for current and scheduled activity.
Training and education costs.	§200.472	Allowable	The cost of training and education provided for employee development is allowable.	

Items of Cost	e-CFR	Status	Restrictions	Additional Information
Transportation costs.	§200.473	Allowable		See § 200.473 for specifics.
Travel costs.	§200.474	Allowable		See § 200.474 for specifics.
Trustees.	§200.475	Allowable	Travel and subsistence costs of trustees (or directors) at IHEs and nonprofit organizations are allowable. See also §200.474 Travel costs.	

Document Overview: This Attachment serves as a quick reference for allowable cost per the Uniform Grant Management Standards published by the Governor's Office of Budget and Planning, June 2004. The attachment also identifies restrictions on the expenditure of general revenue for selected items which require the prior approval of the DADS Contract Manager. DADS grants the LIDDA approval for selected items, identified in this attachment that are purchased with contract funds when directly related to IDD services or properly allocated. This document is not a substitute for the published copy of UGMS nor does it address program income. Approval of the budget does not constitute prior approval of the selected items of cost. Refer to UGMS for the detailed description of allowable costs. As specified, certain items require the prior approval of DADS. Contact your DADS contract manager regarding these restricted items.

Item Of Cost	UGMS Item Number	UGMS Section & Page	Status	Restrictions	Additional Information
Accounting	1	II B 18	Allowable		
Advertising	2	II B 18	Allowable	**Allowable** only for recruitment of personnel, the procurement of goods and services, or disposal of surplus equipment.	**Unallowable**-(1) All advertising and public relations other than those specified in subsection c, (2) cost of conventions, meetings and other activities including (a) cost of displays, demonstrations, and exhibits, (b) cost of meeting rooms, hospitality suites, (c) salary and wages for above, (3) cost of promotional items, (4) promotion of the government unit, (5) publicizing or directing attention to official or employee, and (6) cost of influencing outcome of an election.
Public relations	2	II B 18	Allowable	**Allowable** if 1) specifically required by grant, (2) Incurred to communicate with public and press pertaining specific grant activities, or (3) necessary to keep the public informed on matters of public concern.	
Advisory councils	3	II B 19	Allowable	**Allowable** when **authorized** by awarding agency or as an indirect cost.	
Alcoholic beverages	4	II B 19	Unallowable		

Item Of Cost	UGMS Item Number	UGMS Section & Page	Status	Restrictions	Additional Information
Audit services	5	II B 19	Allowable	**Allowable** for audits in accordance with OMB A-133.	Other audit services are **allowable** when **approved** by awarding agency.
Automatic electronic data processing	6	II B 19	Allowable	Expenditures of 8% of allocated IDD general revenue, up to $100,000, are **allowable without** DADS approval for automatic data processing equipment which includes computer hardware and software, whether by outright purchase, rental-purchase agreement or other method of purchase.	See capital equipment - item 20.
Bad Debts	7	II B 19	Unallowable		
Bonding cost	8	II B 19	Allowable	Expense must be In accordance with sound business practice.	
Budgeting cost	9	II B 19	Allowable		
Communications	10	II B 19	Allowable		
Personnel	11	II B 19	Allowable	Generally wages, salaries and fringe benefits are **allowable.** There are restrictions - See UGMS, Sec 11, page 19 and section h.	Unallowable costs in other sections are not allowable in this section.
Construction	12	II B 25		Must have **prior written approval** of the awarding agency. Prior approval is granted for expenditures for the acquisition and construction of real and personal property conducted according to THSC §§534.020-534.022.	
Contingencies	13	II B 25	Unallowable	**Unallowable** for occurrences which cannot be foretold.	Excludes contributions for self-insurance, pension plan reserves and health benefit reserves which are **allowable**.
Contributions, donations	14	II B 25	Unallowable		

Item Of Cost	UGMS Item Number	UGMS Section & Page	Status	Restrictions	Additional Information
Legal expense	15	II B 25	Allowable	**Allowable** if required in the administration of the program.	**Unallowable** if for the defense of any civil or criminal fraud proceeding or for cost incurred by a contractor in connection with any criminal, civil or admin proceeding by U.S. Government per 10 U.S.C. 2324(k).
Depreciation use allowance	16	II B 25	Allowable	**Allowable** with **restrictions.**	See section 16, II B 25.
Disbursing service	17	II B 27	Allowable		
Employee morale health and welfare	18		Allowable	Income generated from these activities offset expense.	
Entertainment	19		Unallowable		
Equipment, capital expenditures	20		Allowable	**Allowable** as a direct expense when **approved** by the awarding agency. Expenditures of 2% of IDD general revenue, up to $100,000, are **allowable** for purchases of vehicles **without prior approval.**	See section 20, II B 27.
Fines and penalties	21	II B 28	Unallowable		
Fund raising	22	II B 28	Unallowable		
Investment management cost	22	II B 28		**Unallowable** if to enhance income from investments. **Allowable** if associated with investments for pensions, self-insurance or other funds which include state or federal perception.	
Gains and losses	23	II B 28		Gains and losses from disposition of depreciated equipment are generally added or deducted from the equipment and are not directly charged against the grant.	See section 23, II B 28.

Item Of Cost	UGMS Item Number	UGMS Section & Page	Status	Restrictions	Additional Information
General government expense	24	II B 29	Unallowable		
Idle facilities Idle capacity	25	II B 29	Allowable	Generally **unallowable** except when necessary to meet fluctuation in workload or as a normal cost of doing business.	
Insurance and indemnification	26	II B 30	Allowable	Actual losses which could have been covered by insurance are **unallowable.** Contributions to a self-insurance reserve are **allowable** subject to restrictions.	See section 26, II B 30.
Interest	27	II B 31	Unallowable	**Unallowable** except financing charges and interest are **allowable** if associated with the allowable costs of building acquisition, construction, reconstruction or remodeling.	See section 27, II B 31.
Lobbying	28	II B 32	Unallowable		
Maintenance, operations and repairs	29	II B 32	Allowable		
Materials and supplies	30	II B 32	Allowable		

Item Of Cost	UGMS Item Number	UGMS Section & Page	Status	Restrictions	Additional Information
Memberships, subscriptions and professional activities	31	II B 32	Allowable	Memberships and subscriptions in business, technical and professional organizations are allowable. Cost of meetings and conferences where the primary purpose is the dissemination of technical information, including rent and transportation are allowable. The cost of membership in civic and community social organizations is allowable with approval. The cost of meals or beverages or both, incurred while sponsoring or hosting a meeting or conference is *NOT allowable* .	
Motor pools	32	II B 33	Allowable		
Pre-award costs	33	II B 33	Allowable	Cost are **allowable** only if incurred after the date of the award and only with **written approval** of the awarding agency.	
Professional and consultant cost	34	II B 33	Allowable	Expenditures up to 1% of the general revenue allocation are **allowable** for management studies by third parties to improve the effectiveness and efficiency of the LIDDA, **without prior approval** of DADS.	
Proposal cost	35	II B 33	Allowable	May be charged directly with **prior approval** of awarding agency.	
Publication and printing cost	36	II B 33	Allowable		
Rearrangement and alternations	37	II B 33	Allowable		
Reconversion costs	38	II B 33	Allowable	Allowable subject to **prior approval** of the awarding agency.	

ATTACHMENT A-17
Crisis Respite

1.1 The local intellectual and developmental disability authority (LIDDA) shall ensure the provision of crisis respite in the LIDDA's local service area accordance with the requirements stated in this Attachment A-17.

1.2 Definitions

1.2.1 "Crisis" means a situation in which:

(a) the individual presents an immediate danger to self or others; or
(b) the individual's mental or physical health is at risk of serious deterioration; or
(c) an individual believes he or she presents an immediate danger to self or others or that his or her mental or physical health is at risk of serious deterioration.

1.2.2 "Crisis respite" means short-term (up to 14 calendar days) respite for individuals with intellectual or developmental disabilities (IDD) as follows:

(a) Out-of-home crisis respite provides therapeutic support 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 crisis respite is provided in a setting for which the state provides oversight (for example, an ICF, a HCS group home, a Department of State Health Services-authorized crisis respite facility, or crisis residential facility); and
(b) In-home crisis respite provides therapeutic support to an individual, who is demonstrating a crisis, in the individual's residence when it is deemed clinically appropriate for the individual to remain in his or her natural environment, and it is anticipated the crisis can be stabilized within a 72-hour period.

1.2.3 "Therapeutic support" means a flexible array of services, including behavioral support provided to individuals with IDD who require varying therapeutic and habilitative levels of intervention to holistically address the stressors that result in challenging behaviors. Support may include training in:

(a) Activities to strengthen appropriate developmental functioning in areas of socialization, self-advocacy and rights;
(b) Developing coping skills; and
(c) Reducing or avoiding stressors to prevent crisis events.

1.3 Crisis Respite Plan

1.3.1 LIDDA must maintain a Health and Human Services Commission (System Agency) approved crisis respite plan (the "plan") that ensures the provision of crisis respite to individuals with IDD in LIDDA's local service area. The plan must:

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

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

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

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

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

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

1.4 Revision to Approved Crisis Respite Plan

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

1.4.2 LIDDA must submit the revised crisis plan to System Agency using a format approved by System Agency.

1.4.3 System Agency will notify LIDDA if the revised crisis respite plan is approved or if there is a need to modify or clarify the plan. LIDDA is required to make modifications as needed.

1.5 Notice of Plan Approval and Plan Implementation

System Agency will notify LIDDA of approval of the revised crisis plan and will instruct LIDDA to proceed with implementing the revised approved plan.

1.6 Communicating to Stakeholders

LIDDA is responsible for communicating to stakeholders, including IDD providers, advocacy organizations, law enforcement, and schools, about the provision of the crisis respite within its funded allocation.

1.7 Reporting

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

1.8 Payment

System Agency will pay an amount not to exceed the allocation as noted on Attachment B, Table 1 (Allocation Schedule) to the LIDDA. LIDDA must comply with Attachment A-16 (Uniform Grant Management Standards and Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards Allowable Costs) of this contract related to allowable cost per the Uniform Grant Management Standards published by the Comptroller of Public Accounts. System Agency will pay an amount not to exceed the allocation to LIDDA to implement the LIDDA's approved revised crisis respite plan in fiscal year 2018.

ATTACHMENT A-18
CRISIS INTERVENTION SPECIALIST

ARTICLE 1 BACKGROUND

1.1 The 84th Session of the Texas Legislature provided LIDDAs with funds to support individuals with intellectual and developmental disabilities (IDD) with significant behavioral and psychiatric challenges. These individuals often exhibit significant needs requiring additional support beyond the array of services typically provided within community programs. The funds expanded resources to address crisis situations with individuals who have IDD.

ARTICLE 2 DEFINITIONS

2.1 "Crisis" means a situation in which:

(a) the individual presents an immediate danger to self or others; or
(b) the individual's mental or physical health is at risk of serious deterioration; or
(c) an individual believes he or she presents an immediate danger to self or others or
(d) that his or her mental or physical health is at risk of serious deterioration.

2.2 "Crisis respite" means short-term (up to 14 calendar days) respite for IDD as follows:

(a) Out-of-home crisis respite provides therapeutic support 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 crisis respite is provided in a setting for which the state provides oversight (for example, an ICF, a HCS group home, a Department of State Health Services (DSHS)-authorized crisis respite facility, or crisis residential facility); and
(b) In-home crisis respite provides therapeutic support 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 or her natural environment and it is anticipated the crisis can be stabilized within a 72-hour period.

2.3 "MCOT" means mobile crisis outreach team funded by the Department of State Health Services pursuant to its contracts with local mental health authorities, specifically, Information Item V, available at https://www.dshs.texas.gov/mhcontracts/FY17/FY-2017-Performance-Contract.aspx.

2.4 "Therapeutic support" means a flexible array of services, including behavioral support provided for individuals with IDD who require varying therapeutic and habilitative levels of intervention to holistically address the stressors that result in challenging behaviors. Support may include training in:

(a) Activities to strengthen appropriate developmental functioning in areas of socialization, self-advocacy and rights;

(b) Developing coping skills; and
(c) Reducing or avoiding stressors to prevent crisis events.

2.5 "Transition Support Team" (formerly referred to as the "Medical, Behavioral, and Psychiatric Support Team") means a team of professionals, regionally constituted, to provide educational activities, technical assistance, and de-identified case-specific peer review support to local intellectual and disability development authorities (LIDDAs) and IDD providers within a region.

ARTICLE 3 RESPONSIBILITIES OF THE LIDDA

3.1 One staff assigned as a lead crisis intervention specialist

3.1.1 LIDDA shall assign one full-time employee or contract employee as a lead crisis intervention specialist to oversee all activities required by this Attachment A-18. The funding for one full-time equivalent crisis intervention specialist for the amount identified on Attachment B, Table 1 (Allocation Schedule). LIDDA must ensure the lead crisis intervention specialist is not assigned responsibilities, duties, or tasks other than those described in section 3.5 of this Attachment A-18.

3.2 Additional Staff

3.2.1 Except as allowed by Section 3.2.2 of this Attachment A-18, if the LIDDA is allocated funding in excess of one full-time equivalent as identified on Attachment B, Table 1 (Allocation Schedule), the LIDDA must use the excess funds to assign additional staff to support the lead crisis intervention specialist within 60 calendar days after execution of the Amendment. Any additional staff assigned in accordance with this Attachment A-18 are prohibited from providing service coordination.

3.2.2 With written approval from System Agency, the LIDDA may use allocated funding in excess of one full-time equivalent as identified on Attachment B, Table 1 (Allocation Schedule) to fund the provision of crisis respite in accordance with Attachment A-17 (Crisis Respite).

3.3 Qualifications of a crisis intervention specialist and additional staff

3.3.1 LIDDA must ensure a crisis intervention specialist:

(a) Meets the preferred qualifications of one of the following:

i. a provider of behavioral support contained in [HHSC] rules governing the role and responsibilities of a local intellectual and developmental disability authority in 40 Tex. Admin. Code, Chapter 2, Subchapter G, §2.313(e)(1)(B);
ii. a Licensed Marriage and Family Therapist;
iii. a Psychiatrist;
iv. a Licensed Master Social Worker who is clinically supervised by a Licensed Professional Counselor, Licensed Psychologist, Licensed Marriage and Family Therapist, Licensed Clinical Social Worker, or

Psychiatrist in accordance with the definition of "supervision" in 22 Tex. Admin. Code, Chapter 781, Subchapter A, §781.102(57)(B) (Definitions); or

v. a licensure applicant with a temporary social work license as long as the applicant is fully licensed within six month after hire, in accordance with 22 Tex. Admin. Code, Chapter 781, Subchapter D, §781.441 (Temporary License) and is clinically supervised as described in 3.3.3 (a) ii. above; or

3.3.2 Meets the minimum qualifications of:

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

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

3.3.4 LIDDA must ensure additional staff meets the qualifications for:

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

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

3.4 Required training for a crisis intervention specialist and additional staff

LIDDA must ensure that a crisis intervention specialist completes the training modules available at https://tango.uthscsa.edu/mhwidd within 30 calendar days after being assigned as a crisis intervention specialist. The LIDDA must ensure a crisis intervention specialist completes additional training modules within 45 days of the posting of new modules on this site.

3.5 Duties of a Crisis Intervention Specialist

3.5.1 LIDDA must ensure a crisis intervention specialist (the "specialist"):

(a) Provides information about IDD programs and services to:
i. individuals with IDD and their families; and

ii. IDD providers in the local service area.

(b) LIDDA must ensure the specialist collaborates with appropriate LIDDA staff and Transition Support Team members to identify individuals with IDD in the LIDDA's local service area who are at risk of requiring crisis services, such as individuals who exhibit repeated and severe behavior disturbances that jeopardize the individual's safety or current living arrangement.

(c) LIDDA must ensure that for an individual identified in Section 3.5.1(b) of this Attachment A-18.

i. collaborates with the service coordinator, other members of the service planning team, and paid provider, if any, to identify:

A. prevention strategies to avoid potential crisis events and to promote the individual's coping skills; and

B. training and supports needs that provide the greatest chance of success of living in the community, such as scheduled respite services or planned crisis respite to avoid a potential crisis event; and

ii. supports the service coordinator's provision of on-going follow- up and monitoring activities, including assisting the service coordinator, other members of the service planning team, and paid provider, if any, in addressing concerns and issues identified during follow-up and monitoring visits, such as involvement with law enforcement or emergency room visits.

3.5.2 LIDDA must ensure a crisis intervention specialist:

(a) Provides education about the manner in which to engage individuals with IDD and their unique needs to:

i. members of an MCOT to increase the competency of the members;

ii. law enforcement; and

iii. others as appropriate.

(b) is available to provide consultation to an MCOT as needed or as clinically indicated regarding a crisis event involving an individual with IDD;

(c) collaborates with an MCOT to develop criteria for referring an individual with IDD in crisis to crisis respite;

(d) for an individual referred to crisis respite, develops a crisis respite service plan describing the therapeutic support needed by the individual;

(e) collaborates with the service coordinator, other members of the service planning team, paid provider, if any, and natural supports regarding crisis follow-up and relapse prevention activities, including:

i. assisting with an individual's transition from crisis respite back to his or her home or other appropriate setting;

ii. addressing concerns and issues identified during follow-up and monitoring visits, such as involvement with law enforcement or emergency room visits; and

(f) documents all activities, collaboration, and consultation provided in accordance with this attachment.

3.6 Communicating to Stakeholders

LIDDA is responsible for communicating to stakeholders, including IDD providers, advocacy organizations, law enforcement, and schools, about the creation of the crisis intervention specialist position and the general duties of the position.

3.7 Reporting

LIDDA will maintain documentation and submit a quarterly report, in a format prescribed by System Agency, by the 15th day of the month following each fiscal quarter, to include the following information:

(a) Number of calls from an MCOT related to individuals with IDD and type of response provided (e.g., phone, in-person);
(b) Number of calls related to individuals with IDD in crisis who were not referred by an MCOT;
(c) Number of calls from MCOT related to individuals with IDD for which a crisis intervention specialist was not available and the reasons for not being available;
(d) Number and type of referral(s) made on behalf of an individual with IDD in crisis or following a crisis event;
(e) Number of individuals with IDD in crisis in which law enforcements was <u>not</u> notified;
(f) Number of individuals with IDD in crisis in which law enforcement was notified;
(g) Number of individuals with IDD in crisis who were transported to a hospital or jail;
(h) Number of individuals with IDD reunified to their home and community settings following a crisis event;
(i) Number of caregivers and paid providers to whom a crisis intervention specialist provided training and consultation;
(j) Number of individuals at risk of requiring crisis services identified in accordance with Section 3.5.1.b.of this Attachment A-18; and
(k) Number of individuals with IDD referred to crisis respite who did not transition back to their home from crisis respite within 14 calendar days.

ATTACHMENT B
BUDGET/REQUIRED LOCAL MATCH FISCAL YEAR 2018

ARTICLE I. ALLOCATION OF FUNDS FOR LIDDA SERVICES

System Agency shall authorize the Texas Comptroller of Public Accounts to release to the LIDDA the funds listed in Table 1 to this Attachment B 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.

TABLE 1. FY2018 ALLOCATION SCHEDULE

General Revenue	Permanency Planning	CLOIP	IDD Crisis Intervention Specialists[1]	IDD Crisis Respite Services	Nursing Facility PASRR Service Coordination	Total Not-to-Exceed Fiscal Year 2018 Allocation
$	$	$	$	$	$	$

TABLE 2. REQUIRED LOCAL MATCH

Allocations Requiring Local Match	Required %	Required Local Match Amount
$		$

ARTICLE II. OTHER SERVICES

Service Description	FY 2018 Not-to-Exceed Amount

[1] 1 FULL TIME EMPLYOYEE =$132,216.00

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel

Health and Human Services Commission

HHSC Uniform Terms and Conditions -

Local Governmental Body

Version 2.12

Attachment C

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ARTICLE I DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

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

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

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

"Deliverables" means any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

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

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

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles.

"GASB" means the Governmental Accounting Standards Board.

"Health and Human Services Commission" or "HHSC" means the administrative agency established under Chapter 531, Texas Government Code or its designee.

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

"Local Government" means the Party to this Contract that meets the definition of this term under Tex. Gov't Code § 791.003(4).

"Parties" means the System Agency and Local Government, collectively.

"Party" means either the System Agency or Performing Agency, individually.

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

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

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

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

"System Agency" means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

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

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

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

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

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

1.02 Interpretive Provisions

A. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

B. The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.

C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

D. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.

E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.

F. The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

G. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.

H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms.

I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver shall be deemed modified by the phrase "in its sole discretion."

J. Time is of the essence in this Contract.

ARTICLE II CONSIDERATION

2.01 Expenses

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

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

2.02 Funding

A. This Contract shall not be construed as creating any debt on behalf of the State of Texas or the System Agency in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the System Agency hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

B. Furthermore, any claim by Local Government for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Local Government, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

C. This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Contractor will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency shall not be required

to give notice and shall not be liable for any damages or losses caused or associated with such termination or cancellation.

ARTICLE III WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

3.01 Federal Assurances

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

3.02 Federal Certifications

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

ARTICLE IV INTELLECTUAL PROPERTY

4.01 Intellectual Property

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

ARTICLE V RECORDS, AUDIT, AND DISCLOSURE

5.01 Access to records, books, and documents

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

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

5.02 Response/compliance with audit or inspection findings

A. At Local Government's sole expense, Local Government must take action to ensure its or a Subcontractor's compliance with a correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the Services and Deliverables or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Whether Local Government's action corrects the noncompliance shall be solely the decision of the System Agency.

B. As part of the Services, Local Government must provide to HHSC upon request a copy of those portions of Local Government's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

5.03 SAO Audit

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

5.04 Recapture of Funds

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

5.05 Public Information and Confidentiality

Information related to the performance of this Contract may be subject to the Public Information Act and will be withheld from public disclosure or released to the public only in accordance therewith. Local Government shall make any information required under the

Public Information Act available to the System Agency in portable document file (".pdf") format or any other format agreed between the Parties.

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

5.06 Data Security

Each Party and its Subcontractors will maintain reasonable and appropriate administrative, physical, and technical safeguards to ensure the integrity and confidentiality of information exchanged in the performance of services pursuant to this Contract and protect against any reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized use or disclosure of the information in accordance with applicable federal and state laws, rules, and regulations.

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

ARTICLE VI CONTRACT MANAGEMENT AND EARLY TERMINATION

6.01 Contract Management

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

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

6.02 Termination for Convenience

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

6.03 Termination for Cause

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

6.04 Equitable Settlement

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

ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 Technical Guidance Letters

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

7.02 Survivability

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

7.03 No Waiver

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

7.04 Standard Terms and Conditions

A. In the performance of this Contract, each Party shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Each Party shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Each Party will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

B. All records relevant to this Contract shall be retained for a minimum of seven (7) years. The period of retention begins at the date of final payment by the System Agency, or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit or to complete any administrative proceeding or litigation that may ensue.

C. The System Agency shall own, and Local Government hereby assigns to the System Agency, all right, title, and interest in all tangible Work.

D. Local Government shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

E. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent

jurisdiction in Travis County, Texas. Local Government irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE SYSTEM AGENCY.**

F. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

G. Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the System Agency may terminate this Contract immediately upon written notification to Local Government.

H. This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

I. Neither party shall assign or subcontract the whole nor any part of the contract, including any right or duty required under it, without the other party's prior written consent. Any assignment made contrary to this shall be void.

J. This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the System Agency within thirty (30) days of execution by the other Party, this Contract shall be null and void.

K. Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," Each Party is self-insured and, therefore, is not required to purchase insurance.

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Attachment D

Local Intellectual and Developmental Disability Authority (LIDDA) Special Conditions

ARTICLE 1 FORMS

1.1 Manuals, Reports Exhibits, and Forms

Manuals, reports, exhibits and forms referenced in this Contract are located at https://www.dads.state.tx.us/providers/LA/perform_contracts/. LIDDA shall use the reports and forms required by this Contract as they now exist and as they may now be revised. Health and Human Services Commission (System Agency) will notify LIDDA of revisions to the reports and forms. All manuals, reports, exhibits and forms are incorporated by reference into this Contract.

1.2 Information Items

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

1.3 Uniform Grant Management Standards

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

ARTICLE 2 FUNDING AND EXPENDITURES

2.1 Budget

LIDDA shall develop an annual budget, in the format of Report III-IDD Budget, using the amounts indicated in Attachment B, Tables 1 and 2, (Allocation Schedule and

Required Local Match Schedule, respectively), and earn and expend funds according to that budget.

2.2 Local Match

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

2.3 Expenditures

2.3.1 LIDDA shall expend funds allocated by System Agency and required local match (the "contract funds") solely for IDD services and administrative overhead authorized in Section 2.4.2 of this Attachment.

2.3.2 LIDDA shall ensure no contract funds are used to supplement the rate-based payment the LIDDA receives to fund its cost as a provider of waiver programs or ICF/IID programs.

2.3.3 LIDDA shall comply in all respects as directed by System Agency with the Uniform Grant Management Standards (UGMS), promulgated pursuant to the Uniform Grant and Contract Management Act, Tex. Gov't. Code, Chapter 783.

2.3.4 LIDDA shall obtain prior written approval from System Agency for selected items of cost as specified in Attachment A-16 (UGMS Allowable Costs).

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

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

2.4 Compliance

2.4.1 **Program Income.** LIDDA shall comply with the program income requirements in UGMS, and:

2.4.1.1 LIDDA shall report all sources of program income that meet the criteria defined in the Instructions for Report III-IDD.

2.4.1.2 LIDDA shall use program income to offset expenditures within the General Revenue (GR) strategies.

2.4.1.3 LIDDA shall use program income to offset expenditures, unless the unrestricted fund balance in the prior year is less than 60 days of operations.

2.4.1.4 LIDDA shall restrict the program income used to build reserves to the 60 days of Operations level to finance expenditures in the GR strategies.

2.4.2 Administrative Overhead

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

2.4.3 Accounting Systems

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

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

2.4.4 Cost Accounting

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

2.4.5 Productivity Benchmarks

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

2.4.6 Audit

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

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

2.4.6.3 Single Audit Determination Form. LIDDA shall submit online the Single Audit Determination Form as required by the Inspector General (IG), Health and Human Services Commission, at https://oig.hhsc.state.tx.us/Single_Audit/.
If LIDDA fails to complete the Single Audit Determination Form within the 30 days after notification by IG to do so, LIDDA shall be subject to sanctions and remedies for non-compliance with this Contract.

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

2.4.7 Reports

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

(a) Upon submission of this Contract in Report III- Budget:
   i. the budget developed in accordance with Section 2.1 of this Attachment; and
   ii. projected in-kind local match for this Contract for each fiscal year; and
   iii. year of the term of this Contract; and

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

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

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

(a) A completed *Certification Regarding Lobbying* (Form D) and updates as necessary;
(b) A copy of the LIDDA's quarterly financial statements for the general fund account groups, including the balance sheet and income statement and general fund balance for LIDDA in total, as prepared for presentation to the LIDDA's governing body, and a certification of the accuracy of such statements, on the *Financial Statement Certification* (Form G). The originally signed Form G or a copy of the originally signed Form G is acceptable. Form G may be obtained upon request from the IDD Performance Unit Contract Manager;
(c) If requested by System Agency, monthly financial data in a format determined by System Agency;
(d) When necessary, a request to amend this Contract, on the *Contract Amendment Request* (Form C). Form C may be obtained up request from the IDD Performance Contracts Unit Contract Manager.
(e) Four copies of a comprehensive financial and compliance audit for the previous state fiscal year: three copies to System Agency and one copy to the Inspector General, Single Audit, Health and Human Services Commission, Inspector General, Compliance/Audit, Mail Code 1326, P.O. Box 85200, Austin, TX 78708;
(f) A Corrective Action Plan (CAP) as required in the Audit Guidelines, 21st Revision. If the independent audit reports and management letter have no findings, then submit a letter stating that corrective action is not necessary;
(g) Supporting reports, data, work papers, and information, requested by System Agency; and
(h) As necessary, all other submissions described in Attachment A-8 (IDD Submission Calendar).

2.4.7.3 Encounter Data.

(a) LIDDA shall submit timely monthly encounter data files for all IDD services, which has a rejection rate of less than 1% of the total number of records, in accordance to Attachment A-8 (IDD Submission Calendar).
(b) LIDDA shall **s**ubmit accurate and comprehensive monthly encounter data for all IDD services, including all required data

fields and values, in accordance with the *IDD Service Grid Instructions*, *HHSC Service Grid* and *Field Definitions* as well as procedures and instructions established by System Agency.

2.4.7.4 Critical Incident Data. LIDDA shall report aggregate critical incident data via CARE Screen 686 in accordance *the Mental Retardation Authority User Guide* *http://www2.mhmr.state.tx.us/655/cis/training/MRAGuide.html*.

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

2.5 Miscellaneous

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

(a) GAA, Article IX, Parts 2 and 3, except there is no requirement for increased salaries for LIDDA employees. Upon request, System Agency will provide assistance in determining the appropriate classification. However, no contract funds may be used to fund salaries to the extent they exceed the maximum amount of the employee's classification on the salary schedules for the appropriate salary group;
(b) Performance rewards GAA, Article IX, §6.13, relating to performance rewards and penalties;
(c) GAA, Article IX, §7.01, relating to budgeting and reporting;
(d) GAA, Article IX, §7.02, relating to annual reports and inventories;
(e) Texas Government Code, Chapter 556, relating to political activities by certain public entities and individuals;
(f) Texas Government Code, §2102.0091, relating to reports of periodic audits; and
(g) Texas Government Code §§2113.012 and 2113.101, relating to alcoholic beverages.

ARTICLE 3 REMEDIES AND SANCTIONS

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

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

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

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

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

3.1.3 Require LIDDA to retain a consultant or obtain technical training or assistance or managerial assistance.

3.1.4 Establish additional prior approvals for expenditure of contract funds.

3.1.5 Require submission of additional, more detailed financial or programmatic reports; and/or

3.1.6 Impose any other remedies provided by law.

3.2 Mandatory Sanctions. System Agency will impose mandatory sanctions as described below for noncompliance by the LIDDA with the Contract:

3.2.1 Recoup contract funds from the LIDDA, for failing to meet a quarterly Service Target identified in Section 2.3.1. Attachment A-1 (Statement of Work), based on the statewide case rate. The statewide case rate is the ratio of statewide contract funds to total statewide budgeted costs for each target, as determined by System Agency. Services not counted toward service target performance may be considered in determining the LIDDA's liability for recoupment.

3.2.2 Impose penalties for failing to meet a quarterly outcome target for a performance measure identified in Attachment A-2 (Performance Measures and Outcome Targets) in accordance with the penalty chart in Section 3.4.1 of this Attachment D.

3.2.3 Impose penalties for failing to correct a finding on an annual quality assurance review within the timeframe stated in the CAP that was accepted to correct the finding. System Agency will consider the LIDDA's non-compliance from the previous fiscal years when imposing penalties in this Section 3.2.3 in accordance with the penalty chart in Section 3.4.1 of this Attachment.

3.2.4 Impose penalties for failing to implement a CAP within the timeframe stated in the CAP that was accepted to correct the LIDDA's failure to submit information in any item described in Section 2.4.7.2 a-g and Section 2.4.7.3 (a) of this Attachment in accordance with Attachment A-8 (IDD Submission Calendar). Penalties will be imposed in accordance with the penalty chart in Section 3.4.1 of this Attachment; and

3.2.5 Impose penalties for failing to ensure the provision of a required IDD service quarterly as stipulated by Section 2.1.8, Statement of Work (Attachment A-1). in accordance with the penalty chart in Section 3.4.1 of this Attachment .

3.3 Discretionary Sanctions. System Agency may impose one or more of the discretionary sanctions described below for non-compliance with a Contract requirement:

3.3.1 Impose penalties for failing to comply with any contract requirement except those described in Sections 3.2.2 - 3.2.5 of this Attachment, in accordance with the penalty chart in Section 3.4.1 of this Attachment.

3.3.2 Impose penalties for failing to correct a finding within the timeframe stated in the CAP that was accepted to correct the finding, except for a finding from a quality assurance review as provided for in Section 3.2.3 of this Attachment.

3.3.3 Temporarily withhold contract funds pending resolution of issues of non-compliance with contract requirements or indebtedness to the United States or to the state of Texas.

3.3.4 Permanently withhold allocated funds, or require LIDDA to return contract funds for:

(a) Unallowable, undocumented, inaccurate, or improper expenditures;
(b) Failure to comply with contract requirements; or
(c) Indebtedness to the United States or to the state of Texas.

3.3.5 Reduce the contract term.

3.3.6 Limit allocations to monthly distributions.

3.3.7 Require removal of any officer or employee of the LIDDA:

(a) Who has been convicted of the misuse of state or federal funds, fraud, or illegal acts that are a contraindication to continued performance of obligations under this Contract, as determined by System Agency, or

(b) Who has committed an egregious violation of policies and procedures of the terms of this Contract, as determined by System Agency;

3.3.8 Suspend all or part of this Contract. Suspension is, depending on the context, either: (1) the temporary withdrawal of the LIDDA's authority to obligate contract funds pending corrective action by the LIDDA or pending a decision to terminate or amend this Contract; or (2) an action taken to immediately exclude a person from participating in contract transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue. LIDDA's costs resulting from obligations incurred by the LIDDA during a suspension are not allowable unless expressly authorized by the notice of suspension.

3.3.9 Deny additional or future contracts or renewals with the LIDDA; and

3.3.10 Terminate this Contract, as described in Section 3.9 of this Attachment.

3.4 Penalties

3.4.1 System Agency will use the following penalty chart for imposing penalties for mandatory sanctions described in Sections 3.2.2-3.2.5 of this Attachment, and for the discretionary sanctions described in Section 3.31 and 3.3.2 of this Attachment. Adjusted annual allocation means any adjustments made to the total annual allocation that are not one-time funding adjustments. A one-time funding adjustment is an amount that will not be calculated into the next fiscal year's allocation. The penalty chart will be applied separately to each of the eight applicable sanctions listed in Attachment A-2, Performance Measures and Outcomes..

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

3.4.2 If LIDDA reaches the "Not to Exceed" amount, System Agency will require the LIDDA's Board of Trustees to pass a resolution to obtain assistance as described in Section 3.13 of this Attachment. System Agency retains the right to impose discretionary sanctions for additional violations.

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

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

3.5 Procedures for Remedies and Sanctions

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

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

3.5.3 LIDDA may submit a written request for reconsideration to the Sanction Action Review Committee of the imposition of a discretionary or mandatory sanction at: HHSC COS, Attn: SARC Chair, Mail Code W340, P.O. Box 149030, Austin, TX 78714-9030. The request for reconsideration must be received within ten business days after the date of receipt of the notice. The request for reconsideration must demonstrate that the allegation of non-compliance is invalid or that the allegation does not warrant the imposition of the sanction. If a timely request for reconsideration is not submitted, System Agency will impose the sanction. A timely request for reconsideration of a sanction based on failure to submit information in accordance with Attachment A-8 (IDD Submission Calendar) must include written proof that the LIDDA submitted the information by the due date.

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

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

3.6 Emergency Action

3.6.1 In an emergency, System Agency will immediately impose a sanction by delivering written notice to LIDDA by any verifiable method when LIDDA's act or omission is endangering or may endanger the life, health, welfare, or safety of a individual.

Whether the LIDDA's conduct or inaction is an emergency will be determined by System Agency 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

System Agency may identify LIDDA as High Risk in accordance with the UGMS, Grant Administration, Section III, Subpart B, paragraph _.12, Office of Budget and Management Circular A-110, Subpart B, paragraph _.14, and System Agency policies. System Agency will inform LIDDA of the identification as High Risk in writing. System Agency 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 System Agency 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 System Agency may appoint a manager or management team to manage and operate the LIDDA in accordance with Tex. Health and Safety Code §§534.038-534.040 if the System Agency Commissioner finds that LIDDA or an officer or employee of the LIDDA:

(a) Intentionally, recklessly, or negligently failed to discharge the LIDDA's duties under this Contract;
(b) Misused state or federal money;
(c) Engaged in a fraudulent act, transaction, practice, or course of business;
(d) Endangered or may endanger the life, health or safety of a individual;
(e) Failed to keep fiscal records or maintain proper control over the LIDDA's assets as prescribed by Tex. Gov't. Code, Chapter 783 and this Contract;
(f) Failed to respond to a deficiency in a review or audit;
(g) Substantially failed to operate within the functions and purposes defined in the LIDDA's center plan; or
(h) Otherwise substantially failed to comply with Tex. Health and Safety Code Chapter 534, Subchapter A or System Agency rules.

3.9 Contract Termination

3.9.1 If System Agency 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, System Agency may initiate termination of this Contract in whole or in part, as follows:

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

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

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

ARTICLE 4 REQUIREMENTS OF SYSTEM AGENCY

4.1 General Requirements

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

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

4.1.3 System Agency will designate a System Agency employee to oversee management of this Contract and to communicate official clarifications to this Contract.

4.1.4 System Agency shall make available technical assistance for services, functions, and other requirements of this Contract, upon written request from the LIDDA's Executive Director and approval by System Agency.

4.1.5 System Agency shall monitor the LIDDA for programmatic and financial compliance with this Contract. Monitoring activities may include but are not limited to on-site reviews and desk reviews of documents submitted by the LIDDA and data submitted electronically by the LIDDA. Reviews include elements related to quality assurance, priority population, Medicaid waiver authority requirements, and financial records and reports. When possible, System Agency will coordinate on-site reviews with Department of State Health Services (DSHS).

4.1.6 System Agency shall conduct exit conferences with designated representatives of the LIDDA prior to distributing findings by System Agency's monitors, auditors, or other staff conducting audits or reviews; however, System Agency's is not required to conduct exit conferences in cases of investigations involving possible criminal activity.

4.1.7 System Agency shall maintain and make available formats necessary for the LIDDA to complete Report III-IDD Budget and its instructions without amending this Contract.

4.2 Funding and Adjustments

4.2.1 System Agency shall authorize the Texas Comptroller of Public Accounts to release funds to the LIDDA in accordance with the schedule in Attachment B, Table 1.

4.2.2 System Agency may adjust the LIDDA's reported service performance as necessary to correct inaccuracies.

4.2.3 System Agency may adjust the allocation of Contract funds that supports programs refinanced to Medicaid during the term of this Contract.

4.2.4 The annual General Revenue allocations include the state match for Medicaid Administrative Claiming (MAC) in Attachment B, Table 2 of this Contract, and System Agency may adjust those amounts if the LIDDA does not fulfill the requirements of the LIDDA's contract for MAC.

4.2.5 The term of this Contract is for two fiscal years as defined in Section III of the Signature Document (Contract Period and Renewal). System Agency contract funds and service targets are appropriated by fiscal year for this Contract. The contract funds and service targets for the second fiscal year will be added to this Contract by a contract amendment prior to the beginning of the second fiscal year.

4.2.6 If the LIDDA is not able to expend the allocations within the fiscal year in a reasonable and allowable manner, as determined by System Agency, then System Agency may, at any time after consultation with the LIDDA, reduce the allocation for the fiscal year and reallocate to other LIDDAs, and may also reduce the allocation for future fiscal years.

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

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

4.3 Non-Compliance by System Agency

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

ARTICLE 5 MISCELLANEOUS PROVISIONS

5.1 Compliance with Information Letters

LIDDA must comply with System Agency information letters regarding LIDDAs

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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.

i. 40 Tex. Admin. Code 1-G (Community Centers);
ii. 40 Tex. Admin. Code 2-A (Local Authority Notification and Appeal);
iii. 40 Tex. Admin. Code 2-B (Contracts Management for Local Authorities);
iv. 40 Tex. Admin. Code 2-C (Charges for Community Services);
v. 40 Tex. Admin. Code §2.151(1)(F) (Most Appropriate Available Treatment Alternative) and §2.152(e) (Special Considerations);
vi. 40 Tex. Admin. Code 2-F (Continuity of Services – State Facilities);
vii. 40 Tex. Admin. Code 2-G (Role and Responsibilities of Local Authority);
viii. 40 Tex. Admin. Code 2-L (Service Coordination for Individuals with Mental Retardation);
ix. 40 Tex. Admin. C 4-A (Protected Health Information);
x. 40 Tex. Admin. Code 4-C (Rights of Individuals with an Intellectual Disability);
xi. 40 Tex. Admin. Code 4-D (Administrative Hearings under the Health and Safety Code, Title 7, Subtitle D);
xii. 40 Tex. Admin. Code 4-K (Criminal History and Registry; Clearances);
xiii. 40 Tex. Admin. Code 4-L (Abuse, Neglect, and Exploitation in Local Authorities and Community Centers);
xiv. 40 Tex. Admin. Code 5-A (Prescribing of Psychoactive Medication);
xv. 40 Tex. Admin. Code 5-C (Use and Maintenance of TDMHMR Drug Formulary);

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

(b) Federal and State Laws

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

5.3 Changes to Executive Management

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

5.4 Historically Underutilized Business

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

5.5 Special Terms and Conditions

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

5.6 Contract Management

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

5.7 E-Verify

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

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

5.8 Civil Rights

(a) LIDDA agrees to comply with state and federal anti-discrimination laws, including:

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. §§6101-6107);
v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
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.

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

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

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

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

(e) Upon request, LIDDA will provide System Agency Civil Rights Office with copies of the LIDDA's civil rights policies and procedures.

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

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

5.9 Survival

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

5.10 Independent Contractor

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

5.11 Significant Change

If, as a result of a change to a rule, or state or federal law, the contractual obligations of the

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

5.12 References

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

5.13 Contract Managers

System Agency shall designate a Contract Manager to serve as System Agency's single point of contact for all communications between System Agency's and the LIDDA concerning this Contract. Notwithstanding this provision, System Agency may designate an individual other than the Contract Manager to serve as the single point of contact by notifying the LIDDA in writing of such other designation.

5.14 Transfer of Responsibilities

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

5.15 Points of Contact

LIDDA shall designate its Executive Director to serve as the LIDDA's single point of contact for all communications between LIDDA and System Agency 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 System Agency in writing of such other designation.

5.16 Buy Texas

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

5.17 Contract Instructions

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

5.18 Exchange of Protected Health Information

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

5.19 Books and Records

5.19.1 LIDDA will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to 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.

5.19.2 Except for the record retention requirements set forth in *the HCS and TxHmL Interest List Manual*, LIDDA shall maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

All related documents include:

(a) Internal monitoring records of the quality and appropriateness of Medicaid program participation and compliance;
(b) All accounting and other financial records;
(c) and personal property leases;
(d) Policies, manuals, and standard operating procedures;
(e) Provider credentialing records;
(f) Records relating to insurance policies;
(g) Employment records;
(h) Licenses and certifications;
(i) Records required by HHSC;
(j) Subcontracts;
(k) Records relating to matters in litigation, and
(l) Claims payment histories.

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

5.20 Web Link References

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

5.21 Fraud, Waste and Abuse

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

5.22 Electronic Signature

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

5.23 Emergency Plan

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

5.24 Disposition of Equipment and Controlled Assets

LIDDA shall comply with the Health and Human Services Contract Council's policy regarding definition and disposition of equipment and controlled assets, which can be found at:

http://hhscx.hhsc.state.tx.us/ContractingSupport/UGMS_1AB.DOC.

5.25 Encryption Software

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

5.26 Eligibility to Contract

LIDDA shall certify by execution of this Contract that LIDDA:

(a) Is not currently held in abeyance or barred from the award of a federal or state contract, and that LIDDA will provide immediate written notification to System Agency if the LIDDA becomes held in abeyance or barred from the award of a federal or state contract during the term of this Contract; and

(b) Under Section 2261.053, Tex. Gov't. Code, the contractor (LIDDA) certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

5.27 Confidentiality

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

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

ATTACHMENT E
DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND

_____

This Data Use Agreement ("DUA") entered into by and between the Texas Health and Human Services System ("HHS") agency, the Health and Human Services Commission (HHSC) and _____ ("CONTRACTOR"), and incorporated into the terms of the following HHSC Contract No. 529-18-00_ _-00001, in Travis County, Texas (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***

(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 164.524and 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 Base Contract, 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 addd as an additional insured. HHSC 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 529-18-0021-00001

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 CONTACTOR 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 SUBCONTACTOR'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 F

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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. 93-205).

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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Attachment G

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:	**FFATA Contact # 1 Name, Email and Phone Number:**
Primary Address of Contractor:	**FFATA Contact #2 Name, Email and Phone Number:**
ZIP Code: 9-digits Required www.usps.com -	**DUNS Number: 9-digits Required www.sam.gov**
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits	

Printed Name of Authorized Representative	**Signature of Authorized Representative**
Title of Authorized Representative	**Date**

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. <u>Certification Regarding % of Annual Gross from Federal Awards.</u>

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

B. <u>Certification Regarding Amount of Annual Gross from Federal Awards.</u>

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. <u>Certification Regarding Public Access to Compensation Information.</u>

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 H-1
Training for Board of Directors

1.1 Local Intellectual and Developmental Disability Authority (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:
   i. The importance of local planning and the roles and functions of the Planning & Network Advisory Committee (PNAC), LIDDA staff, and other service organizations (e.g., food banks, community transit, other state agencies, advocacy groups);
   ii. The current philosophies and program principles on which IDD service delivery systems are founded, information about the service and support needs of people with intellectual and developmental disability (IDD) and related conditions, and the range of environments in which those services may be delivered;
   iii. An overview of IDD and related conditions;
   iv. An overview of the current local and state service delivery system, including descriptions of the types of IDD services;
   v. The requirements of laws concerning conflict of interest and other laws relating to public officials; and
   vi. State and federal laws, rules, standards, and regulations applicable to an LIDDA.

B. Utilizing input from persons 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 persons 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:
   i. LIDDA shall develop with its program staff and legal counsel an annual training program for its board of directors; and
   ii. 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.
   iii. 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.

ATTACHMENT H-2
LIDDA RESIDENTIAL SERVICES FUNDED BY GENERAL REVENUE FOR FY 2018

The Harris Center for Mental Health and IDD (LIDDA) will provide Residential Services with General Revenue (GR) for the identified recipient in the given amount which will not exceed that amount per state fiscal year. Residential Services are described in Attachment A-3 (Description of IDD Services).

The recipient whose Residential Service cost is the subject of this Attachment will be referred to as "Recipient 1" to ensure the confidentiality of identifying information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. § 1320(d) et. seq., which requires System Agency to protect the confidentiality of personal health information and other personal identifiers. System Agency will send a key to his/her identity to the LIDDA under separate cover.

The Harris Center for Mental Health & IDD	
Recipient#	**not to exceed total amount FY 2018**
Recipient #1	$35,111

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

If the recipient listed above dies, the LIDDA must, within 24 hours after the death, report the death to the System Agency Performance Contract manager. LIDDA must also cooperate with any System Agency 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 System Agency. The expected outcome is to limit the provision of Residential Services funded by GR to only those recipients approved by System Agency. System Agency is phasing out Residential Services funded with GR.

ATTACHMENT H-3
LIDDA RESIDENTIAL SERVICES FUNDED BY GENERAL REVENUE FOR FY 2018

Austin Travis County MHMR Center (LIDDA) will provide Residential Services with General Revenue (GR) for the identified recipients in the given amounts which will not exceed those amounts per state fiscal year. Residential Services are described in Attachment A-3 (Description of IDD Services).

The recipients whose Residential Service costs are the subject of this Attachment will be referred to as "Recipient 1" and "Recipient 2," to ensure the confidentiality of identifying information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. § 1320(d) et. seq., which requires to protect the confidentiality of personal health information and other personal identifiers. System Agency will send a key to their identities to LIDDA under separate cover. These Residential Services are not transferable to any other recipient or individual

AUSTIN TRAVIS COUNTY MHMR CENTER	
Recipient#	**not to exceed total amount fiscal year 2018**
Recipient #1	$87,721
Recipient #2	$30,164

If a recipient listed above is discharged from Residential Services, LIDDA will terminate the recipient's Residential Services assignment in CARE and ensure the remaining balance is transferred to fund non-residential IDD community services and supports, unless the recipient enrolls into the Home and Community-based Services Program based on refinancing of the recipient's GR funded Residential Services.

If a recipient listed above dies, LIDDA must, within 24 hours after the death, report the death to the System Agency contract manager. LIDDA must also cooperate with any System Agency investigation or review of the recipient's death.

The reporting mechanisms are the open assignments in CARE for Residential Services (R031, R032, and R033) and CARE XPTR report HC029191, which will be monitored monthly by System Agency. The expected outcome is to limit the provision of Residential Services funded by GR to only those recipients approved by System Agency. System Agency is phasing out Residential Services funded with GR.

ATTACHMENT H-4
COMMUNITY LIVING OPTIONS INFORMATION PROCESS (CLOIP)
SPECIAL TERMS AND CONDITIONS

Local Intellectual and Developmental Disability Authority Name: _____

1.1 Definitions:

1) Contract Local Intellectual and Developmental Disability Authority (LIDDA) – one of 13 LIDDAs that have a State Supported Living Center (SSLC) in its local service area and with which System Agency will contract for provision of the CLOIP.

2) Designated LIDDA - the LIDDA identified in CARE as the adult resident's county of residence LIDDA.

3) Individual – an adult resident who resides in a SSLC and who is 22 years of age or older.

4) Legally Authorized Representative – has the meaning assigned in the Continuity of Services Rule – State Facilities, Title 40, Tex. Admin. Code, Chapter 2, Subchapter F. A person authorized by law to act on behalf of a person with regard to a matter described in this subchapter, and may include a parent, guardian, or managing conservator of a minor, or the guardian of an adult.

5) Interdisciplinary Team (IDT) – has the meaning assigned in the Continuity of Services Rule – State Facilities, Title 40, Tex. Admin. Code Chapter 2, Subchapter F. IDD professionals and paraprofessionals and other concerned persons, as appropriate, who assess an individual's treatment, training, and habilitation needs and make recommendations for services, including recommendations of whether the individual is best served in a facility or in a community setting.

   (A) Team membership always includes:
      (i) the individual;
      (ii) the individual's LAR, if any; and
      (iii) persons specified by a LIDDA or SSLC, as appropriate, who are professionally qualified and/or certified or licensed with special training and experience in the diagnosis, management, needs, and treatment of individuals with intellectual and developmental disabilities (IDD).

   (B) Other participants in IDT meetings may include:
      (i) other concerned persons whose inclusion is requested by the individual or the LAR;
      (ii) at the discretion of the LIDDA or SSLC, persons who are directly involved in the delivery IDD services to the individual; and

(iii) if the individual is school eligible, representatives of the appropriate school district.

1.2 Standardized Information Materials

1) Contract LIDDAs will provide and explain Health and Human Services Commission (System Agency) Explanation of IDD Services and Supports Publication and "Long Term Services and Supports Form 2121" to all individuals and LARs.

2) In addition to the required material in the preceding paragraph, Contract LIDDAs will provide and explain other informational and educational materials developed and approved by System Agency that provide a more complete explanation of specific types of services. Educational and informational materials will be individual friendly and in a format that provides for easy interpretation and can include written, audio, Power Point, 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 utilized, as appropriate, to facilitate the involvement of the individual and LAR.

3) System Agency will provide coordination, support and funding for these standardized materials.

4) System Agency will assure the development of curriculum and the provision of training for Contract LIDDA and SSLC staff regarding the CLOIP, the developed materials and their use.

5) Designated LIDDAs, upon request by the Contract 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 Contract LIDDA.

6) In addition to materials described above, individuals and/or LAR will be offered the opportunity to visit living options available in the community and to visit with individuals/peers utilizing these options with their prior consent.

1.3 LIDDA and System Agency Contract Responsibilities

1) The Contract LIDDAs will provide the provision of the CLOIP beginning September 1, 2017 to August 31, 2019.

2) System Agency will provide funding to the 13 Contract LIDDAs based on each SSLC adult census as a percentage of the total adult census of all SSLCs. Each Contract LIDDA will receive the same percentage of the total general revenue available as the percentage of the adult census of the SSLC in their local service area.

3) Each Contract LIDDA will develop a budget for CLOIP that will meet the purposes of CLOIP and is approved by System Agency.

4) The Contract LIDDA will employ staff who meet the current qualifications in 40 Tex. Admin. Code, Chapter 2, Subchapter L, for a service coordinator and in sufficient numbers to conduct CLOIP for individuals living in the SSLC located in their service area.

5) The Contract LIDDA will meet the following performance measures**:**

   (A) The Contract LIDDA will provide community living options information to all individuals living in the assigned SSLC and/or their LAR a minimum of one time per year.

   (B) The Contract LIDDA will complete the CLOIP instrument and provide a written report to the SSLC and Designated LIDDA no later than 14 calendar days prior to the individual's SSLC annual planning meeting.

   (C) The Contract LIDDA will attend the SSLC annual planning meeting in person or by teleconference 100% of the time unless the resident and/or their LAR has specifically requested the LIDDA not participate.

   (Certain waivers of performance outcomes may be granted in the event the SSLC fails to provide a 45 day notice of annual planning meetings).

6) The Contract LIDDA will submit data through CARE and MBOW systems.

7) The Contract LIDDA has the flexibility to sub-contract various functions of this process to the Designated LIDDA under this Attachment. However, the Contract LIDDA retains the responsibility for meeting budget, staff qualifications, and performance measures and data requirements.

8) Designated LIDDAs remain responsible for requirements specified by the Continuity of Services – State Facilities, Chapter 2, Subchapter F and System Agency contract requirements for enrollments in Medicaid programs. Responsibilities of the Designated LIDDAs and Contract LIDDAs may be shared through written interlocal agreements.

9) Because of the calculation methodology used by System Agency to address the reduction of GR for community services and the allocation of GR for the CLOIP, System Agency will allow the 13 sites allocated CLOIP funds flexibility regarding the use of these dollars to also support persons seeking assistance with community supports. System Agency stated expectations and performance monitoring for CLOIP requirements will remain as stated in the performance contract. If a LIDDA has unused CLOIP dollars due to reduced demand (lowered number of persons to be served) or staffing efficiency gains then the LIDDA may request, from System Agency consideration of using those unused dollars to support needed community services. The request may be made by contacting the System Agency Contract Manager.

1.4 LIDDA and SSLC Collaborative Relationship

1) The SSLC will assist System Agency staff to identify the annual planning meeting date for each adult resident of the SSLC. An annual calendar of scheduled or tentatively scheduled meetings will be provided to the Contract LIDDA.

2) Post implementation of the CLOIP, the SSLC Qualified Intellectual Disability Professional (QIDP) will provide the Contract LIDDA service coordinator with 45-day notice of annual planning meetings.

3) When a planning meeting is requested at a time other than the annual meeting in which the individual or LAR needs information about community living options, all efforts will be made by the SSLC QIDP to notify the LIDDA service coordinator no later than 45 days prior to the meeting date so the CLOIP can be initiated with the individual and/or LAR.

4) The SSLC QIDP will facilitate access by the Contract LIDDA service coordinator to the individual and/or LAR for the purpose of establishing a positive relationship between them and the LIDDA service coordinator.

5) To the extent not otherwise prohibited by state or federal confidentiality laws, the SSLC QIDP will facilitate access by the Contract LIDDA service coordinator to the resident's records. The results of the individual's most recent annual planning meeting will be copied for the Contract LIDDA record for preparation and use in CLOIP discussions with the individual and/or LAR. An additional copy will be provided to the individual and/or LAR by the Contract LIDDA service coordinator at the beginning of the CLOIP. If the individual and/or the LAR has determined they are not interested in community options, these records would not need to be accessed.

6) The Contract LIDDA service coordinator will provide documentation of the results of the CLOIP to the SSLC QIDP no later than 14 calendar days prior to the annual planning meeting.

7) The SSLC QIDP will continue to be responsible for contacting the individual and/or LAR and the Designated LIDDA of the date, time and location of the annual planning meeting no later than 45 days in advance.

8) The SSLC QIDP will continue to have responsibility for discussions with the individual and/or LAR that is needed prior to the annual planning meeting, other than the CLOIP.

9) The Contract LIDDA service coordinator will participate in the SSLC planning meeting in addition to the individual and/or LAR. It is strongly preferred the LIDDA service coordinator attend in-person but for purposes of meeting the performance measures, a teleconference will be accepted.

10) The Designated LIDDA service coordinator may participate in the SSLC planning meeting when placement or continuity of service issues is pending.

11) The SSLC and the Contract LIDDA will work together to provide individuals and/or LARs and SSLC staff information about community living options and about the risk of moving to a community living option. This can be accomplished through organized activities or functions held at the SSLC or at the Contract LIDDA.

1.5 LIDDA and Adult Resident, LAR and/or Interested Family Member Collaborative Relationship

1) The Contract LIDDA will utilize the annual planning meeting schedule at the SSLC to assign staff caseloads. Contract LIDDA service coordinators should be assigned in such a way as to meet with and complete the CLOIP for SSLC individuals.

2) The Contract LIDDA service coordinator will contact each individual and/or LAR on their caseload in-person or by phone, as circumstances allow, to begin to establish a positive working relationship. An individual and/or the LAR can designate any other significant person in their life, such as some other interested family member or friend, to be involved in the discussions. The Contract LIDDA may develop an interlocal agreement with a Designated LIDDA to meet its contract obligations in this process due to the location of the LAR. This process may require several contacts in the months prior to the annual IDT staffing. If the individual or their LAR expresses they have no interest in community living options, no further contact other than annually will be made by the LIDDA.

3) The LIDDA service coordinator will provide the individual and/or LAR with the standardized informational and educational materials on community living options. The LIDDA service coordinator will discuss the options in a way that allows them to express an understanding and awareness of the options discussed.

4) If the individual and/or LAR wishes to know specific details of options and supports in a specific location, the LIDDA service coordinator will make this information available

and coordinate visits to community living options at their request prior to the deadline for completion of the CLOIP process.

5) All telephone and in-person contacts made for purposes of the CLOIP, including those by a Designated LIDDA, will be documented with a progress note and the appropriate encounter code provided by System Agency. These will be part of the Contract LIDDA record along with the previous year's planning meeting results, the LIDDA's client identifying information record and a summary of the CLOIP as described in Sections 1.5 (6) and (7) below. The Contract LIDDA may include any other documents in the Contract LIDDA record at their discretion.

6) The LIDDA service coordinator will document the results of the CLOIP to include the following:
    a) the individual and/or LAR received an explanation of community living options appropriate to their level of awareness and interest;
    b) assessment of the awareness of the individual and/or LAR of community living options. This assessment will be based on his or her experience with, information about, and exposure to community living options including visits to community options if requested; and
    c) preferences of the individual and/or LAR for remaining a resident of the SSLC where they presently reside, for moving to another SSLC, or for a specific community living option.

7) The LIDDA service coordinator will document these results on the "Local Authority Service Coordinator Community Living Options Information Process Worksheet."

1.6 SSLC Annual IDT Staffing

1) The annual SSLC IDT meeting will review the Local Authority Service Coordinator Community Living Options Information Process Worksheet and identify and document:
    a) the awareness by the individual and/or LAR of community living options, which must be based on his or her experience with, information about, and exposure to community living options;
    b) the preferences of the individual and/or LAR for a specific living option;
    c) the supports and services needed by the individual in the preferred living option related to safety, mobility, medical, behavioral, psychiatric, work/day activities;
    d) the LIDDA input and recommendation; and
    e) the most appropriate living option for the individual at the current time.

2) Except as provided in Section 1.3 (3) below, the SSLC IDT will develop, as part of the Personal Support Plan, an action plan to address one or more of the following:
    a) the transition process with timelines to facilitate a timely, appropriate, and successful transition from the SSLC to the community living option;
    b) the supports and services needed by the individual to reside in the preferred community living option at a future date;

c) increasing the individual's awareness of the community living options; and
d) increasing the LAR's awareness of the community living options.

3) IDT created action plans and goals are available through the SSLC whether or not the individual prefers to remain at the facility.

4) If there is not consensus by the IDT, regarding the most appropriate living option at the current time, the SSLC will implement Division 4, Section 2.276 of the Continuity of Services Rule – State Facilities, which allows for the head of the SSLC to name a review team to evaluate the situation and make a consensus recommendation to the head of the SSLC within 21 calendar days. The individual or actively involved person may request a review of the head of the SSLC's decision by the Office of the Independent Ombudsman for SSLCs.

ATTACHMENT H-5
Special Terms and Conditions

LIDDA Name: **Texana Center (LIDDA)**

This Attachment contains the terms of the Management Services Agreement for the following facilities:

A.

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

MANAGEMENT SERVICES AGREEMENT

The Health and Human Services Commission (System Agency) and LIDDA, hereby makes and enters into this Management Services Agreement (the "Agreement") for the management and operation of the above-referenced intermediate care facility for persons with intellectual and developmental disabilities ("ICF/IID") or Behavior Treatment & Training Center ("BTTC"). System Agency and LIDDA, each a "Party," collectively, the "Parties." This Agreement is incorporated by reference into the Performance Contract entered into between the Parties in Travis County, effective September 1, 2017.

I. BACKGROUND

Each Facility is certified by System Agency as an ICF/IID to provide ICF/IID services. System Agency has entered into a Medicaid Provider Agreement for the Provision of ICF/IID Services ("ICF/IID Agreement") with the Regulatory Services Division.

The parties hereby agree to the terms and conditions set forth below.

II. OBLIGATIONS OF LIDDA

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 Agreement, means persons who have been determined by System Agency to be eligible for ICF/IID services in the Facilities on the date the services are provided. Residents shall be children ages 8 through 17:

1. Who have intellectual or developmental disabilities or pervasive developmental disorder;
2. Who are eligible for an ICF/IID level of care;
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 Interdisciplinary Team (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 as follows:

1. 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 facility from System Agency.

D. Submit to System Agency, 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 facility during the preceding month.

E. Purchase and maintain during the term of this Agreement liability insurance in the amount of at least $1,000,000 per occurrence and $3,000,000 in the annual aggregate, naming the health and Human Services Commission as an additional insured, insuring against professional errors and omissions in providing ICF/IID services covered by this 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 Agreement by the LIDDA and at each policy renewal thereafter, the LIDDA must submit to System Agency, in writing, evidence of insurance coverage. LIDDA must further notify System Agency, in writing, within 30 calendar days of any change, termination or cancellation of insurance coverage required under this provision.

F. Notify System Agency, within one business day of the content of all final exit conferences regarding the facilities with System Agency surveyors.

G. Provide System Agency a copy of all final plans of correction submitted to System Agency surveyors in response to cited deficiencies, within three business days of submission to the System Agency surveyors.

H. Submit timely claims, in accordance with the ICF/IID Provider Manual, on behalf of the IDD Services Division to the Texas Medicaid and Healthcare Partnership (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. Hold harmless System Agency, its officers, employees and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses, brought, made for or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions, including the negligence, of the LIDDA or the LIDDA's agents or employees in the execution or performance or this Agreement.

J. Permit representatives, agents of System Agency, 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.

K. 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. If any provision of this Agreement conflicts with any provision in the ICF/IID Agreement, the provision of this Agreement controls.

L. Comply and require its subcontractor and providers to comply with all requirements of the Data Use Agreement, Attachment E to the Performance Contract.

M. LIDDA must submit all financial records requested by System Agency immediately upon request.

N. Only receive and disclose individually identifiable health information (“health information”) to carry out the LIDDA’s duties relating to treatment, payment or health care operations, as defined in 45 CFR §164.501, and

as required under this Agreement. When using or disclosing health information or when requesting health information from another entity, the 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.

O. Agrees acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The LIDDA further agrees to cooperate fully with the State Auditor's office or its successor in the conduct of the audit or investigation, including providing all records requested. LIDDA will ensure this clause, concerning the authority to audit funds received indirectly by subcontractors through the LIDDA and the requirement to cooperate, is included in any subcontract it awards. LIDDA will reimburse the state of Texas for all costs associated with enforcing this provision.

P. Report to IDD Services Division, Performance Contract Unit, through the System Agency Automated Enrollment and Billing System, 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.

Q. Submit to IDD Services Division, Performance Contract Unit, a listing of the data elements maintained for consumers seeking the services and how this data will be formatted and made available to System Agency; and the following data on a quarterly basis:

1. Number and percentage of total persons discharged that came from and returned to their family home.
2. Number and percentage of total persons discharged that came from and returned to their group home.
3. Number and percentage of total discharged persons that went to a state school upon discharge.
4. Number and percentage of total persons discharged that went to some other placement with the name and type of location specified.
5. Number and percentage of total persons discharged to home that stayed at least six months in their family home after discharge.
6. Number and percentage of total persons discharged to group home that stayed at least six months in their group home after discharge.
7. Number and percentage of total persons discharged to home that stayed at least 12 months in their family home after discharge.
8. Number and percentage of total persons 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 state supported

living center at the end of one year after discharge.

10. LIDDA will 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. Unless otherwise specified in this Contract, Contractor will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

III. OBLIGATIONS OF SYSTEM AGENCY

System Agency must:

A. Subject to Section III.B of this Attachment, pay the LIDDA monthly to provide ICF/IID services to residents the LIDDA's estimated actual costs, in the amounts of $693.52 per resident per day for Pin Oak BTTC and $690.34 per resident per day for Willow Glen BTTC;

B. Reconcile all payments made under Section III.A of this Attachment to the LIDDA's actual costs, based on the LIDDA's audited Fiscal Years 2018 and 2019 Medicaid ICF/IID cost reports (the "LIDDA's actual costs"). If System Agency determines that any payments made to the LIDDA under Section III.A of this Attachment exceeded the LIDDA's actual costs, System Agency will notify the LIDDA of such determination, and the LIDDA will remit to IDD Services Division, Performance Contract Unit, the difference between the payments made under Section III.A of this Attachment and the LIDDA's actual costs. Such remittance will be due within 60 calendar days following LIDDA's official notification by System Agency of the amounts due;

C. Provide to the LIDDA copies of notices and reports received from System Agency regarding the Facilities' certification or contract status, within 24 hours of receipt by System Agency;

D. Provide to the LIDDA written notification of rate changes initiated by System Agency; and

E. Make the quality assurance fee payments and submit the required quality assurance fee reports.

System Agency may disallow and recoup funds used for activities not in compliance with this Agreement.

IV. MUTUAL AGREEMENTS

A. Payment by System Agency to the LIDDA under this Agreement is contingent upon the receipt of payment by System Agency, under the ICF/IID Agreement.

B. This Agreement may be terminated as follows:

1. By agreement between System Agency and the LIDDA;
2. By the LIDDA upon sixty days written notice to System Agency of the LIDDA's intent to terminate this Agreement;
3. By System Agency upon 60 days' written notice to the LIDDA if the LIDDA fails to comply with the terms of this Agreement;
4. By System Agency upon thirty days written notice to the LIDDA if a facility is placed on vendor hold twice within an 18 month period;
5. By System Agency, if federal or state laws, rules, or regulations are enacted, amended, repealed, of judicially interpreted so as to render the fulfillment of this Agreement by either party unfeasible or impossible and System Agency and the LIDDA cannot agree upon amendments to this Agreement necessary to comply with such changes to laws, rules or regulations;
6. By System Agency if the ICF/IID contract is cancelled; or
7. By System Agency when the life, health, welfare, or safety of the residents are endangered.

C. Upon termination of this Agreement, the LIDDA and System Agency will be discharged from any further obligation created under the terms of this Agreement, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination is not, however, a waiver of any remedies for breach of this Agreement.

D. Nothing in this Agreement may be construed to require System Agency to enter into a new agreement with the LIDDA, or to renew or extend this Agreement.

E. This Agreement is not transferable or assignable by the LIDDA.

F. The term of this Agreement is the 1st day of September 2017, through the 31st day of August 2019.

G. If any provision of this Agreement becomes unenforceable or void, such event will not invalidate any other provision of this Agreement.

H. The venue for any cause of action initiated by System Agency or the LIDDA related to this Agreement will be Travis County, Texas.

I. Any notice, acknowledgment, or disclosure required to be given to System Agency by the LIDDA must be in writing and delivered in person or by certified mail, return receipt requested to the following individual and addresses:

J. Per System Agency discussion and review with the LIDDA regarding cost reduction at BTTC, System Agency and LIDDA agree to the LIDDA proposal for reduced expenses/revenues for BTTC which totaled $129,930.00.

Mailing:
Health & Human Services Commission
IDD Services, Performance Contracts Unit
Attn: Performance Contracts Unit Manager
701 West 51st Street, MC-W354
Austin, TX 78751

Any notice required to be given to the LIDDA by the IDD Services Division, Performance Contracts Unit under this Agreement must be in writing and delivered in person or by certified mail, return receipt requested, or by facsimile transmission, to the LIDDA's address.

All notices given in accordance with this paragraph shall be effective on the date of delivery.

ATTACHMENT H-6
Participation in the Rural Border Intervention Project
Special Terms and Conditions

LIDDA Name: _____

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

1. 2 LIDDA shall:

1.2.1. Provide general revenue funded intellectual and developmental disability (IDD) services, in accordance with the LIDDAs FYs 2018 and 2019 Performance Contract to residents of the colonias as funding permit.

1.2.2. Report to the Health and Human Services Commission (System Agency) through DSHS with respect to residents of any colonias within 62 miles of the Texas – Mexico border who were provided general revenue funded IDD services by the LIDDA:

(a) the number of unduplicated individuals per month who were provided general revenue funded IDD services by LIDDA, and who are residents of the colonias;
(b) using the DSHS Rural Border Intervention Project, Direct Client Services Report, Form E; and
(c) submitting the form electronically to performance.contracts@dshs.state.tx.us on or before the following dates, following the end of each fiscal year quarter:

FY	Qtr	Month and Year	Due Date
2018	1	December 2017	12/21/2017
2018	2	March 2018	3/21/2018
2018	3	June 2018	6/20/2018
2018	4	September 2018	9/22/2018
2019	1	December 2018	12/20/2018
2019	2	March 2019	3/20/2019
2019	3	June 2019	6/20/2019
2019	4	September 2019	9/20/2019

ATTACHMENT H-7
Transition Support Services

CLIDDA Name: _____

1.1 Transition Support Teams

A. For designated service areas (DSAs) defined in Section B of this Attachment and subject to Health and Human Services Commission (System Agency) approval, the contracted local intellectual and developmental disability authority (CLIDDA), will implement a medical, behavioral, and psychiatric support program (Program). The Program will provide the support activities to local intellectual and developmental disability authorities (LIDDAs) and Home and Community-based Services (HCS) and Texas Home Living (TxHmL) program providers (Providers) that serve individuals with intellectual and developmental disabilities (IDD) at risk of being admitted into an institution, and those who have moved from institutional settings, including state supported living centers (SSLCs) and nursing facilities (NFs) (collectively, the "Individuals").

1. The CLIDDA will develop a Program plan, to be submitted to and approved by System Agency, for implementing the Program and constituting a team of professionals (Team) as described in Section C of this Attachment.
2. The Program will be designed to assist LIDDAs and Providers in providing effective services and supports to assist Individuals avoid institutionalization.
3. The CLIDDA will ensure the Team provides:
   (a) Educational activities, at least quarterly, and materials, such as webinars, videos and other correspondence, that is focused on increasing the expertise of LIDDA and Provider staff in supporting the individuals 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) De-identified (as necessary) case-specific peer review support to service planning teams that need assistance planning and providing effective care for an individual.

1.2 Designated Service Area

A. The CLIDDA will provide the Program in the DSA that consists of the local service areas of the following LIDDAs:

1. _____
2. _____
3. _____
4. _____

5. _____

B. CLIDDA will enter into an agreement with each of the LIDDAs identified in Section 1.2 A of this Attachment to serve as the representative for each of those LIDDAs local service areas. Additionally, under this agreement the CLIDDA will designate a medical specialist that will serve as each of these LIDDA's medical specialist described in the LIDDA Performance Contract, Section 2.4.1, Attachment A-1, Statement of Work, and a behavioral specialist who will coordinate psychiatric and behavioral technical assistance.

1.3 Staff Resources

A. As described in the CLIDDA's Program Plan, CLIDDA will:

1. Assign a full time equivalent licensed health-related professional, such as a clinical social worker, to serve as the team coordinator.
2. Designate additional licensed health related professionals with expertise working with individuals with IDD, such as:
   (a) Physicians;
   (b) Physician's Assistants;
   (c) Nurse Practitioners,
   (d) Registered Nurses;
   (e) Psychiatrists;
   (f) Psychologists;
   (g) Behavioral Specialists.

1.4 Stakeholder Input

A. CLIDDA will appoint a stakeholder committee that will:

1. Provide input to the CLIDDA on the provision of the Program and assist in determining the needs of the LIDDAs and Providers in the DSA regarding the Program.
2. The stakeholder committee must include at least one person from each LIDDA's local service area Planning and Network Advisory Committee (PNAC) within the DSA and at least one of each of the following member types:
   (a) Individual receiving LIDDA, HCS, or TxHmL services;
   (b) Family members of an individual;
   (c) Provider; and
   (d) Advocacy organization.

1.5 Annual Stakeholder Survey

CLIDDA will conduct an annual survey of the LIDDAs and Providers in the DSA to

determine the satisfaction with the educational opportunities, technical assistance and case reviews provided under the Program.

1.6 Performance Measures

A. CLIDDA will meet the following performance measures:

1. CLIDDA will provide effective support to LIDDAs and Providers with its Program activities.
2. CLIDDA will provide support based on the collaboration with the stakeholder committee and LIDDAs within the DSA, at least once per quarter. 3.
3. CLIDDA will provide effective communication to the LIDDAs and Providers in the DSA, that:
   (a) Informs them of the availability and type of educational opportunities, at least quarterly; and
   (b) Outlines how to request educational opportunities from the CLIDDA, at least quarterly.
4. Upon LIDDA and Provider requests, the CLIDDA will provide an initial response within three business days and will follow up to provide educational opportunities, technical assistance and case reviews related to the request.

1.7 Reporting

A. As described below, CLIDDA will maintain documentation and provide reporting by the 15th day of the month following each fiscal quarter:

1. A quarterly report related to the educational opportunities provided through the Program containing:
   (a) The name of the individual or entity requesting the educational opportunity;
   (b) The number and type of educational opportunities, technical assistance, and case reviews requested and the date the request was submitted;
   (c) The number and type of educational opportunities, technical assistance, and case reviews provided and the date they were provided;
   (d) The attendance roster for each educational opportunity, technical assistance, and case reviews provided; and
   (e) A quarterly expenditure report in a format developed in conjunction with and approved by System Agency.
2. An annual report containing the results of the survey conducted as described in Section E of this Attachment.

1.8 Payment

A. System Agency will pay an amount not to exceed the allocation to the CLIDDA to provide the Program described above. 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.federalregister.gov/documents/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards.

1. Under these federal requirements, the CLIDDA may request that payment be provided in advance or may submit requests for reimbursement of costs.

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

   (b) If the CLIDDA requests reimbursement for costs, CLIDDA must submit an invoice, on or before the 15th day of the following month, on a template provided by System Agency and include supporting documentation as described by System Agency.

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 Intellectual and Developmental Disability Authorities), §2.54; and standards of administration for boards of trustees contained in 40 Tex. Admin. Code Chapter 1, Subchapter G (Community MHMR 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 2018 to 2019.

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.

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 2018 and 2019.

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 D
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 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 sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

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, and 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.

By _____ Date: _____
(Signature of Official (Executive Director) Authorized to Sign Application)

By _____ Date: _____
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For _____
Name of LIDDA

_____
Community-Based IDD Services

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** Year ____ Quarter ____ Date of last report _____

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier, if known: _____ Congressional District, if known:	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** Congressional District, if known:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** **CFDA Number**, if applicable: _____
8. Federal Action Number, if known:	**9. Award Amount**, if known: **$** _____
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	**b. Individuals Performing Services** (including address if different from No. 10. a.) (last name, first name, MI):
11. Amount of Payment (check all that apply): $_____ ☐ actual ☐ planned **12. Form of Payment** (check all that apply): a. cash b. in-kind; specify: nature _____ value _____	**13. Type of Payment** (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature** _____ **Print Name:** _____ **Title:** _____ **Telephone No:** _____ **Date:** _____
Federal Use Only:	Authorized for Local Reproduction Standard Form – LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required within 30 days of each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, sub grants and contract awards under grants.

5. If the organization filing the report in item 4 checks A sub awardee, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 [e.g., Request for Proposal (RFP) number: Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency]. Include prefixes, e.g., ARFP-DE-90-001.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (Planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 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 (0348-0046), Washington, D.C. 20503.

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

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Reporting Entity: _____ Page __ of ___