

**Medicaid Provider Agreement  
For The Provision Of  
Mental Retardation Service Coordination**

The Department of Aging and Disability Services (the “Department”) or its successor and **ENTER NAME OF LEGAL ENTITY** (the “Program Provider”) (Department and Program Provider, collectively, the “parties,” each a “party”) hereby enter into this Medicaid Provider Agreement for the Provision of Mental Retardation Service Coordination (this “Agreement”) for the consideration set forth herein.

The Department represents the Health and Human Services Commission (HHSC), the Texas Medicaid agency, for any Medicaid services provided under this Agreement. The Department, as the representative for HHSC, administers certain programs under Title XIX, including Section 1915(c); Title XX of the Social Security Act; and Title 2, Texas Human Resources Code.

The term of this Agreement begins **September 1, 2011** (the Effective Date), and ends **August 31, 2016**, unless terminated earlier. This Agreement supersedes all prior Medicaid Provider Agreements for the Provision of Mental Retardation Service Coordination between the parties.

**I.**

- A. The Department is the Texas state agency responsible for operating the Case Management for the Mentally Retarded (MR Service Coordination) Program administered under Title XIX of the Social Security Act. The Department is authorized by §1915(g)(1) of the Social Security Act [42 United States Code (USC) §1396n(g)(1)] to establish limits regarding providers of case management services. Accordingly, the Department requires a provider of MR Service Coordination to be designated as a local mental retardation authority in accordance with Texas Health and Safety Code, §533.035(a), and contracting with the Department in accordance with Texas Health and Safety Code §534.054(a). The Program Provider is the local mental retardation authority.
- B. In this Agreement MR Service Coordination is referred to as “Services.”

**II.**

**The Program Provider agrees to:**

- A. Provide MR Service Coordination, as described in Texas Administrative Code (TAC) Title 40, Chapter 2, Subchapter L, to all persons who are determined to be eligible for MR Service Coordination in accordance with 40 TAC §2.554, and who are eligible for Medicaid, as indicated in the Client Assignment and Registration (CARE) system, on the dates of service delivery. Such persons are referred to as “Individuals” in this Agreement. Services will be provided in accordance with applicable state laws and rules, including but not limited to 40 TAC Chapter 2, Subchapter L, and applicable federal laws and

regulations, including but not limited to the Code of Federal Regulations (CFR) Title 42, Parts 440, 441, 455, and 456;

- B. Continue to be designated as a local mental retardation authority in accordance with Texas Health and Safety Code, §533.035(a);
- C. Upon request by the Department, execute, submit to the Department, and comply with the Department's computer security agreement;
- D. Accept the current MR Service Coordination reimbursement rate or rates as it may hereafter be amended, as payment in full for performance under this Agreement, and to make no additional charge to the Individual, any member of the Individual's family, or any other source, including a third party payor, except as allowed by federal and state laws, rules, regulations and the Medicaid State Plan. In addition, the Program Provider agrees that, in accordance with 42 CFR §433.145 and Human Resources Code §32.033, an Individual assigns to the Department his or her rights to payments and recovery from third parties;
- E. Comply with "Procedures for Program Provider Regarding Notice of Fair Hearing for Medicaid Recipients" regarding notice of fair hearing for an individual whose services have denied or terminated (attached);
- F. Submit claims for payment, including electronic claims, to the Medicaid claims administrator that contracts with the Texas Health and Human Services Commission (HHSC) to process Medicaid claims (the MCA). The Program Provider agrees to submit claims in accordance with procedures required by the MCA. The Program Provider certifies that information submitted regarding claims will be true, accurate, and complete, and that such information can be verified by source documents from which data entry is made by the Program Provider. Further, the Program Provider understands that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws. The Program Provider agrees that the procedures may be amended by DADS from time to time, and that the Program Provider will comply with the new procedures after notice of them.
- G. Allow the MCA to adjust payments made to the Program Provider, without notice, for prior overpayment or underpayment to the Program Provider, except as provided in paragraph II.H;
- H. Refund to the MCA any "overpayment" (as defined in 42 CFR §433.304) to the Program Provider. Such refund will be made within 60 days following the Program Provider's discovery of the overpayment or the Program Provider's receipt of a notice of such discovery from the Department, whichever is sooner;
- I. Cooperate with and assist the Department and any state and federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting suspected fraud and abuse;

- J. Disclose information on ownership and control, information related to business transactions, and information on persons convicted of crimes in accordance with 42 CFR Part 455, Subpart B, and provide such information on request to the Department, HHSC, the Texas Department of State Health Services (DSHS) or its successor, the Texas Department of Family and Protective Services (DFPS) or its successor, the Texas Attorney General Medicaid Fraud Control Unit (AG Medicaid Fraud), or the United States Department of Health and Human Services (USHHS);
- K. As provided by 42 CFR §431.107, keep any records necessary to disclose the extent of services provided by the Program Provider to Individuals and, on request, provide to the Department, HHSC, AG Medicaid Fraud, or USHHS, any such records and any information regarding payments claimed by the Program Provider under this Agreement. In compliance with Section 2262.003, Government Code, as amended, the Department and the Program Provider hereby agree that:
1. the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract;
  2. acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and
  3. under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to:
    - i. evaluating the entity's performance under the contract or subcontract;
    - ii. determining the state's rights or remedies under the contract; or
    - iii. evaluating whether the entity has acted in the best interest of the state;
- L. Provide information or records required by this Agreement or rules and regulations cited herein, or copies of such information or records at the Department's discretion, at no cost to the state or federal authority requesting such information or records;
- M. Allow representatives of the Department, HHSC, DFPS, AG Medicaid Fraud, and USHHS, full and free access to the Program Provider staff, Individuals, and all locations where the Program Provider delivers Services;
- N. Allow the AG Medicaid Fraud and HHSC to conduct interviews of the Program Provider's employees, subcontractors and their employees, witnesses, and Individuals without the Program Provider's representative or the Program Provider's legal counsel present unless the person voluntarily requests that the representative be present. The Program Provider's employees, subcontractors and their employees, witnesses, and individuals must not be coerced by the Program Provider or the Program Provider's representative to accept representation by the Program Provider and the Program Provider agrees that no retaliation will occur against a person who denies the Program Provider's offer of representation.

Nothing in this Agreement limits a person's right to counsel of his or her choice. Requests for interviews are to be complied with, in the form and manner requested. The Program Provider will ensure by contract or other means that its employees and subcontractors over whom the Program Provider has control cooperate fully in any investigation conducted by the AG Medicaid Fraud and/or HHSC. Subcontractors are those persons or entities who provide medical goods or services for which the Program Provider bills the Medicaid program or who provide billing, administrative, or management services in connection with Medicaid-covered services;

- O. Comply with applicable state laws and rules, including but not limited to applicable subchapters of 40 TAC Chapter 2 and 9 and 1 TAC Chapter 355, Subchapter F; applicable federal laws and regulations, including but not limited to 42 CFR Parts 440, 441, 455, and 456, and 45 CFR Parts 46, 80, 84, 90, and 91;
- P. Comply with the Department's Targeted Case Management Billing Guidelines dated September 2011;
- Q. Comply with state and federal anti-discrimination laws, including without limitation:
  - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  - 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  - 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  - 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - 6. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*); and
  - 7. The Department's administrative rules, as set forth in the Texas Administrative Code (TAC), to the extent applicable to this Agreement.

The Program Provider also agrees to comply with all amendments to the above-referenced laws and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the U.S. may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.

The Program Provider further agrees to:

- 1. comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 CFR, Part 80 or 7 CFR, 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 persons in its programs, benefits or activities on the basis of national origin. Applicable state and federal 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. The Program Provider agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits and activities on the basis of national origin. The Program Provider also agrees to take reasonable steps to provide services and

- information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities;
2. comply with Executive Order 13279, and its implementing regulations at 45 CFR, Part 87 or 7 CFR, Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the U.S. Department of Agriculture (USDA) or HHS shall not, in providing services, discriminate against a program recipient or prospective program recipient on the basis of religion or religious belief;
  3. upon request, provide HHSC's Civil Rights Office with copies of all of the Program Provider's civil rights policies and procedures; and
  4. notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this contract. This notice must be delivered no more than 10 calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:  
Civil Rights Office  
Health and Human Services Commission  
701 W. 51st Street Mail Code W206  
Austin, TX 78751  
Telephone Toll Free: 888-388-6332  
Telephone: 512-438-4313  
TTY Toll Free: 877-432-7232  
Fax: 512-438-5885
- R. Comply with the Immigration Reform and Control Act of 1986 and Immigration Act of 1990 regarding employment verification and retention of verification forms for any person(s) hired on or after Nov. 6, 1986, who will perform any labor or services under this contract;
- S. Comply with all other applicable federal laws and regulations, as well as local and state laws and regulations now in effect or that become effective during the term of this contract;
- T. Comply with the Texas Health and Safety Code, §85.113, relating to workplace and confidentiality guidelines regarding AIDS and HIV;
- U. Comply with Executive Order (E.O.) 11246, *Equal Employment Opportunity*, E.O. 11375, *Amending Executive Order No. 11246, Relating to Equal Employment Opportunity*, and 41 CFR Part 60, *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*;

- V. Comply with applicable provisions of 42 USC §7401 *et seq.*, the Clean Air Act, and 33 USC §1251 *et seq.*, the Federal Water Pollution Control Act, and all applicable standards, orders and regulations issued pursuant to those acts;
- W. Comply with Section 319 of Public Law 101-121, which prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Should the potential Program Provider engage in such activities using other than federal funds, it will provide full disclosure using Standard Form LLL, Disclosure Form to Report Lobbying;
- X. Comply with 45 CFR Part 76, *Governmentwide Debarment and Suspension (Nonprocurement)* and *Governmentwide Requirements for Drug-Free Workplace (Grants)*;
- Y. Comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA); specifically, the *Standards for Privacy of Individually Identifiable Health Information*, 45 CFR Parts 160 and 164, *Standards for Electronic Transactions*, 45 CFR Parts 160 and 162, and *Security Standards*, 45 CFR Parts 160, 162, and 164;
- Z. Comply with all Policy Letters and Information Letters concerning Services promulgated by the Department that are received by the Program Provider after the effective date of this Agreement;
- AA. Comply with the following provisions related to screening for persons excluded from participation in Medicare and state health care programs:
  - 1. The Program Provider agrees to search monthly the HHS-Office of the Inspector General (OIG) and HHSC-OIG List of Excluded Individuals/Entities (LEIE) websites to capture exclusions and reinstatements that have occurred since the last search and to immediately report any exclusion information the Program Provider discovers to the Texas Health and Human Services Commission – Office of Inspector General as directed by the Department;
  - 2. The Program Provider agrees to conduct exclusionary searches for prospective employees and contractors prior to employment or contracting as directed by the Department;
  - 3. The Program Provider agrees to maintain documentation to verify compliance with the searches and reporting requirements as directed by the Department; and
  - 4. The Program Provider acknowledges and agrees that no Medicaid payments can be made for any items or services directed or prescribed by an excluded psychologist, physician, or other authorized person when the person or entity furnishing the items or services either knew or should have known of the exclusion. This prohibition applies even when the Medicaid payment itself is made to another provider, practitioner or supplier that is not excluded; and
- BB. Notify the Department in writing at least 10 days prior to declaring bankruptcy.

### III.

**By execution of this Agreement, the Program Provider certifies and agrees:**

- A. That the Program Provider has not been excluded or debarred from participation in any state or federal health care program, including any Title XVIII (Medicare) or Title XIX (Medicaid) program, under the provisions of §1128(a) or (b) of the Social Security Act [42 U.S.C. §1320a-7(a) or (b)] or Executive Order 12549. The Program Provider will notify the Department within 10 days of the date it receives notice that any action is being taken against the Program Provider or any individual or entity defined under the provisions of §1128(b)(8) or (15) which could result in exclusion of the Program Provider from a Medicaid Program; and
- B. That the Program Provider will provide written notice to the Department if, during the term of this Agreement, the Program Provider learns that any of the certifications made by the Program Provider in this Agreement are or have become inaccurate.

### IV.

**The Department agrees to:**

- A. Ensure the MCA pays the Program Provider, in accordance with applicable state and federal laws, rules, and regulations, the full current MR Service Coordination reimbursement rate (federal and state portions) or the rate as it may hereafter be amended, for Services provided to Individuals and properly claimed by the Program Provider; and
- B. Provide an administrative hearing to the Program Provider, in accordance with state and federal laws, rules, and regulations, concerning an adverse action, as defined in 1 TAC §357.482, taken by the Department.

### V.

**The parties mutually agree that:**

- A. Payment by the Department to the Program Provider under this Agreement is contingent upon the Program Provider continuing to be designated as a local mental retardation authority in accordance with Texas Health and Safety Code, §533.035(a), availability of appropriated funds and federal financial participation, operation of the MR Service Coordination Program by the Department, and the Program Provider's compliance with the terms of this Agreement;
- B. This Agreement is subject to all state and federal laws, rules, and regulations relating to fraud and abuse in health care and the Medicaid Program;

- C. This Agreement may be terminated:
1. by agreement between the parties;
  2. by the Program Provider upon 60 days written notice to the Department of the Program Provider's intent to terminate this Agreement;
  3. by the Department for reasons set forth in federal or state laws, rules or regulations;
  4. by the Department if the Program Provider fails to comply with the terms of this Agreement, including but not limited to failure of the Program Provider to be designated as a local mental retardation authority in accordance with Texas Health and Safety Code, §533.035(a);
  5. by the Department or the Program Provider, subject to the equitable settlement of their respective obligations, if federal or state laws, rules, or regulations are enacted, amended, repealed, or judicially interpreted so as to render the fulfillment of this Agreement by either party unfeasible or impossible and the Department and the Program Provider cannot agree upon amendments to this Agreement necessary to comply with such changes to laws, rules or regulations;
  6. by the Department if a certification made by the Program Provider in this Agreement is false or becomes inaccurate; or
  7. by the Department for good cause;
- D. The Department will notify the Program Provider in writing if the Department decides to terminate this Agreement. The Department will provide the Program Provider an opportunity for a hearing to appeal the Department's decision to terminate this Agreement. If the Program Provider makes a timely request for a hearing, the Department will not terminate this Agreement pending such hearing. If the final determination of a hearing is favorable to the Department, termination of this Agreement will be effective on the date specified in the Department's notice of termination or as specified in the decision of the administrative law judge;
- E. If the Department decides to terminate this Agreement, the Department will withhold payments to the Program Provider under this Agreement in accordance with Texas Human Resources Code §32.034, as of the date specified for such withholding in the Department's notice of termination. If the Program Provider requests a hearing to appeal the Department's decision to terminate this Agreement, and the final decision of the hearing is favorable to the Department or if the Program Provider does not request a hearing, payments withheld under this paragraph will not be made to the Program Provider;
- F. The Department may place payments due to the Program Provider under this Agreement on vendor hold for reasons set forth in federal or state laws, rules or regulations, or if the Program Provider fails to comply with the terms of this Agreement;
- G. Nothing in this Agreement will be construed to require the Department to enter into a new agreement with the Program Provider, or to renew or extend this Agreement;
- H. If the Department amends the Targeted Case Management Billing Guidelines, it will notify the Program Provider of such amendments;

- I. This Agreement cannot be assigned by the Program Provider to another party;
- J. In the event any provision of this Agreement becomes unenforceable or void, such will not invalidate any other provision of this Agreement;
- K. The venue for any cause of action initiated by the Department or the Program Provider related to this Agreement will be Travis County, Texas; and
- L. Any notice, acknowledgment, or disclosure required to be given to the Department by the Program Provider under this Agreement will be delivered in person or by certified mail, return receipt requested, to the following person and address:

Department of Aging and Disability Services (DADS)  
MRA Section  
Attn: Mary Skillman  
P.O. Box 149030, MC #W354  
Austin, TX 78714-9030

Any notice required to be given to the Program Provider by the Department under this Agreement will be in writing, to the most current business address provided by the Program Provider, except the notice referenced in paragraph II.F. and V.H., delivered in person or by certified mail, return receipt requested.

Department of Aging and Disability  
Services (DADS)

*(Enter Legal Name of Program Provider)*

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Authorized signature

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Authorized signature

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Gary Jessee  
Type/Print Name

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Type/Print Name

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Assistant Commissioner  
Title

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Title

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Date

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Date

## **Procedures for Program Provider Regarding Notice of Fair Hearing for Medicaid Recipients**

A Program Provider must provide written notice to a Medicaid recipient or the recipient's legally authorized representative (LAR) whose request for service coordination has been denied by the Program Provider or whose service coordination is proposed to be terminated, for any reason, by the Program Provider. Sample notice letters for this purpose are enclosed as Attachments A (for denial) and B (for termination).

Denial: The notice letter must state the reason the Program Provider has denied service coordination, as set forth in 40 TAC §2.554 (relating to Eligibility).

Termination: The notice letter must state the reason the Program Provider has proposed termination of service coordination, as set forth in 40 TAC §2.558 (relating to Termination of Service Coordination). If the reason for termination is because the recipient is no longer eligible for service coordination, then the notice must include the rule citation related to eligibility (i.e., 40 TAC §2.554) with the appropriate subsection and paragraph (and subparagraph, if necessary) identified. The notice letter must identify the proposed termination date, which must be at least ten days after the date of the letter. The reason for termination of service coordination must also be documented in the recipient's record.

The Program Provider must ensure the validity of its decisions to deny or terminate service coordination.

The sample notice letters (Attachments A and B) include a form for the recipient or LAR to request a fair hearing. The Program Provider must include on the form the following information:

- Program Provider Name
- Program Provider Staff Contact for Fair Hearing
- Address of Staff Contact
- Phone Number of Staff Contact
- Fax Number of Staff Contact

The date of the notice letter must be the same date that the letter is physically mailed or hand delivered.

The Program Provider must:

- mail two copies of the notice letter to the recipient or LAR: one copy is sent US first-class mail and the other is sent by certified mail, return receipt requested; or
- hand deliver the notice letter to the recipient or LAR and obtain written acknowledgement from the recipient or LAR that the letter was received the day it was hand delivered.

Additionally, the Program Provider must send a copy of the notice letter to:

DADS  
MRA Section, LPDS Unit  
Attention: TCM Appeals Coordinator  
P. O. Box 149030 MC: W354  
Austin, Texas 78714-9030

Once DADS receives a request for a fair hearing it will notify the Program Provider of such and the date it was received. At that time, it would be prudent for the Program Provider to review the basis for its decision to deny or terminate service coordination. If the request for a fair hearing was received by DADS prior to the termination date, then the Program Provider must maintain the recipient's current level of service coordination until the hearing officer makes a decision.

The Texas Health and Human Services Commission (HHCS) conducts fair hearings in accordance with 1 TAC Chapter 357, Subchapter A. DADS will notify HHSC when a fair hearing has been requested and will provide HHSC with the MRA contact staff information. The hearing officer appointed by HHSC will send all correspondence related to the fair hearing proceeding, including the date and time of the hearing, to the recipient or LAR and the Program Provider staff contact. The Program Provider must appear at the fair hearing as the representative for DADS and present its case to the hearing officer.

**DENIAL Of Service Coordination For Medicaid Recipient** (delete before printing)

*Consumer Name*  
*Mailing Address*  
*City, State Zip*

Medicaid Number

DATE (*Must be the date mailing*)

Dear *First and last name*:

The (*insert name of MRA*) has denied your request for service coordination because:

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This decision is authorized by the rules of the Department of Aging and Disability Services (DADS) {40 TAC §2.554 (*insert correct subsection, paragraph, and subparagraph*)}. This means that you are not eligible to receive service coordination.

If you disagree with the decision to deny you service coordination, you may request a fair hearing to appeal this decision as provided under the rules of DADS {40 TAC §2.562(a)}. If you request a fair hearing, you may represent yourself or you may choose an authorized representative, such as a relative, friend, lawyer or other spokesperson, to represent you at your expense.

If you wish to appeal, you must request a fair hearing in writing and your request must be received by DADS on or before (*insert date 90 days after date of letter*). You will lose your right to appeal this decision if your request is not received by this date.

You may request a fair hearing by completing the enclosed form and mailing it to:

Department of Aging and Disability Services  
MRA Section, LPDS Unit  
Attention: TCM Appeals Coordinator  
P. O. Box 149030 MC: W354  
Austin, Texas 78714-9030

If you have questions about any of the information in this letter, please contact me at (*insert phone number with area code*).

Sincerely,

*Name of MRA Staff, Title*  
*Name of MRA*

Enclosure

cc: TCM Appeals Coordinator, MRA Section, DADS

Department of Aging and Disability Services

*Consumer Name*  
*Medicaid Number*  
*Mailing Address*  
*City, State Zip*

**FAIR HEARING REQUEST FORM**

I wish to appeal the denial of service coordination for (*insert consumer name*).

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**Signature of Consumer/Representative**

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**Date**

Complete the following only if you have the information available at the time you are requesting your fair hearing. You are entitled to representation, at your own expense, at any time during the fair hearing process.

NAME AND ADDRESS OF REPRESENTATIVE:

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Relationship

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*MRA Name*  
*MRA Staff Contact for Fair Hearing Information*  
*Address of Staff Contact*  
*Phone Number of Staff Contact*  
*Fax Number of Staff Contact*

Return this form to:  
Department of Aging and Disability Services  
MRA Section, LPDS Unit  
Attention: TCM Appeals Coordinator  
P. O. Box 149030 MC: W354  
Austin, Texas 78714-9030

**TERMINATION Of Service Coordination For Medicaid Recipient** (delete before printing)

*Consumer Name*  
*Mailing Address*  
*City, State Zip*

Medicaid Number

DATE (*Must be the date mailing*)

Dear *First and last name*:

The (*insert name of MRA*) has decided to terminate your service coordination. This decision was made because:

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(**The following sentence is necessary if the decision to terminate was made because the consumer is no longer eligible for service coordination.**) This decision is authorized by the rules of the Department of Aging and Disability Services (DADS) {40 TAC §2.558 (*insert correct paragraph*)}.

Your service coordination will be terminated on (*insert date that is at least ten days after date of letter, hereafter referred to as "termination date"*).

If you disagree with the decision to terminate your Service Coordination, you may request a fair hearing to appeal this decision as provided under the rules of DADS, 40 TAC §2.562(a). If you request a fair hearing, you may represent yourself or you may choose an authorized representative, such as a relative, friend, lawyer or other spokesperson, to represent you at your expense.

If you wish to appeal, you must request a fair hearing in writing and your request must be received by DADS on or before (*insert date 90 days after date of letter*). You will lose your right to appeal this decision if your request is not received by this date.

If your request for a fair hearing is received by DADS on or before (*insert termination date*) your service coordination services will not be terminated on (*insert termination date*) and will continue until the hearing officer makes a final decision about your appeal.

You may request a fair hearing by completing the enclosed form and mailing it to:

Department of Aging and Disability Services  
MRA Section, LPDS Unit  
Attention: TCM Appeals Coordinator  
P. O. Box 149030 MC: W354  
Austin, Texas 78714-9030

If you have questions about any of the information in this letter, please contact me at (**insert phone number with area code**).

Sincerely,

*Name of MRA Staff, Title*  
*Name of MRA*

Enclosure

cc: TCM Appeals Coordinator, MRA Section, DADS

Department of Aging and Disability Services

*Consumer Name*  
*Medicaid Number*  
*Mailing Address*  
*City, State Zip*

**FAIR HEARING REQUEST FORM**

I wish to appeal the termination of service coordination for (*insert consumer name*).

---

**Signature of Consumer/Representative**

---

**Date**

Complete the following only if you have the information available at the time you are requesting your fair hearing. You are entitled to representation, at your own expense, at any time during the fair hearing process.

**NAME AND ADDRESS OF REPRESENTATIVE:**

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	<b>Relationship</b>
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*MRA Name*  
*MRA Staff Contact for Fair Hearing Information*  
*Address of Staff Contact*  
*Phone Number of Staff Contact*  
*Fax Number of Staff Contact*

Return this form to:  
Department of Aging and Disability Services  
MRA Section, LPDS Unit  
Attention: TCM Appeals Coordinator  
P. O. Box 149030 MC: W354  
Austin, Texas 78714-9030